

SECTION G: PERSONNEL

Section G provides a repository for personnel policies. This section has three main subdivisions: Section GB refers to all employees or to general personnel matters; Subsection GC refers to instructional and administrative staff; Subsection GD refers to support or classified staff.

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*see Master Agreement

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.
7. 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 Date: 05/14/2007, Review Date: 04/10/17

GENERAL REFERENCE POLICY

It is the policy of this school district to respond only to written requests for reference information. The information which may be released includes the employee name, job title, salary and dates of employment.

This policy applies to current or former employees and should not reflect either negatively or positively on a specific employee. If an employee would like additional work-related information released, they would sign the release of information form provided by the Superintendent. Employees are in no way required to sign the release.

The release will be placed in their personnel file.

<u>State Reference</u>	<u>Description</u>
SDCL 60-4-12	Presumption of good faith disclosure of employment information to prospective employers)

Adopted Date: 05/14/2007, Review Date: 04/10/17

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 the 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.

State Reference

SDCL 13-43-17	Practices and standards commission created
SDCL 13-43-17.1	Operation within department
SDCL 13-43-18	Appointment of members
SDCL 13-43-19	Vacancies on Commission
SDCL 13-43-20	Election of officers
SDCL 13-43-20.1	Appointment of executive secretary
SDCL 13-43-21	Meetings of Professional Teachers
SDCL 13-43-23	Administrative expenses
SDCL 13-43-25	Rules of Commission

Description

Policy Reference

AC	NONDISCRIMINATION IN FEDERAL PROGRAMS
GCD	PROFESSIONAL STAFF HIRING

Description

Adopted Date: 05/14/2007, Review Date: 04/10/17

VETERAN'S PREFERENCE

If a veteran possesses the qualifications necessary to discharge the duties of the position involved, the veteran shall receive preference for employment and promotion. For the purposes of this policy, the term "veteran" means any person who:

- (1) has served the full obligation for active duty, reserve, or National Guard service in the military, or received an early discharge for a medical condition, hardship, reduction in force, or at the convenience of the military; and
- (2) has been separated or discharged from such service honorably or under honorable conditions.

In order to determine if the veterans' preference applies, each applicant for employment shall complete an employment application on which the applicant is asked if the applicant is a veteran. All veterans are subject to criminal background check requirements as set forth in state law.

Age, loss of limb, or other physical impairment which does not in fact incapacitate does not disqualify the veteran. A veteran who has a service-connected disability shall be given a preference over a nondisabled veteran.

The unmarried spouse of a veteran who died while in service, or later died from a service connected cause, is entitled to the preferences given to the veteran if the spouse possesses the qualifications and business capacity necessary to discharge the duties of the position involved. If a veteran disabled due to a service connected cause is unable to exercise the right to a veteran employment preference due to the disability, the veteran's spouse is entitled to the preferences given to the veteran if the spouse possesses the qualifications and business capacity necessary to discharge the duties of the position involved.

If a veteran applies for appointment for employment under this policy, the District shall, before employing anyone to fill the position, investigate the qualifications of the applicant. If the applicant possesses at least the minimum qualifications necessary to fill the position, the officer, board, or person shall interview the applicant. However, nothing within this policy requires the school district to hire a veteran interviewed. At the conclusion of the hiring procedure and protocol, should a veteran and nonveteran be equally qualified for the position the veteran shall be granted veteran's preference and shall be offered employment in the position.

A veteran may be removed for incompetency or misconduct shown after a hearing, upon due notice, upon stated charges, and with the right of the employee or appointee to a review pursuant to law.

<u>State Reference</u>	<u>Description</u>
SDCL 13-10-12	Criminal background investigation
SDCL 3-3-1	Veterans preferred in public employment
SDCL 3-3-4	Restrictions on removal of veteran from employment-hearing and review-burden of proof
SDCL 3-3-6	Confidential and policy-making positions exempt from chapter
SDCL 3-3-7	Unmarried spouse of deceased veteran-entitlement to preference under certain conditions
SDCL 3-3-8	Spouse of disabled veteran-entitlement to preference under certain conditions
SDCL 33A-2-1	Veteran defined

<u>Federal Reference</u>	<u>Description</u>
USC Title 38 §4301-4335	Employment and reemployment rights of members of the Uniformed Services

Adopted Date: 4/10/17

STAFF ETHICS

An effective educational program requires the services of men and women of integrity, high ideals, and human understanding. To maintain and promote these essentials, all employees of the district are expected to maintain high standards in their school relationships. These standards include the following:

The maintenance of just and courteous professional relationships with students, parents, staff members, and others.

The maintenance of their own efficiency and knowledge of the developments in their fields of work.

The transaction of all official business with the properly designated authorities of the school system.

The establishment of friendly and intelligent cooperation between the community and the school district.

Favorable representation of the school district at local events that are in recognition of the schools' contributions to the community.

The placement of the welfare of children as the first concern of the school district, thus appointments to positions and promotion must be based solely on merit. The use of pressure on school officials for appointment or promotion is unethical.

Restraint from using school contacts and privileges to promote partisan politics, sectarian religious views, or selfish propaganda of any kind.

Directing any criticism of other staff members or of any department of the school district toward the improvement of the school district. Such constructive criticism is to be made directly to the particular school administrator who has the administrative responsibility for improving the situation and then to the superintendent if necessary.

State Reference

ARSD 24:08

Description

Professional Teachers Ethics

Policy Reference

AH

CONFLICT DISCLOSURE AND AUTHORIZATION

GBCA

STAFF CONFLICT OF INTEREST

GBCB

STAFF CONDUCT

GBCBA

FREEDOM OF EXPRESSION

Adopted Date: 05/14/2007, Review Date: 04/10/17

STAFF CONFLICT OF INTEREST

Employees of the District will not engage directly or indirectly, in any activity that conflicts (or raises a reasonable question of conflict) with their duties and responsibilities in the school system.

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.

Employees will not sell textbooks, instructional supplies, equipment, reference books, or any other school products to the schools in the district.

In order that there is no conflict of interest in the supervision and evaluation of employees, at no time may any administrator be responsible for the supervision and/or evaluation of an employee who is the spouse of the administrator or the parent or step-parent, child or step-child, grandparent or grandchild, aunt, uncle, cousin, niece or nephew of the employee.

<u>State Reference</u>	<u>Description</u>
SD Constitution Article 8	
§17	Interest in sale of school equipment prohibited
SDCL 13-20-2.1	Interest in sale of school equipment unlawful
SDCL 13-43-1	Employment of board member in same district prohibited
SDCL 6-1-1	Local officer's interest in public purchase or contract unlawful
SDCL 6-1-17	Prohibition from discussion or voting on issue if conflict of interest exists

<u>Policy Reference</u>	<u>Description</u>
AH	CONFLICT DISCLOSURE AND AUTHORIZATION
BBFA	BOARD MEMBER CONFLICT OF INTEREST
GBC	STAFF ETHICS

Adopted Date: 05/14/2007, Revised Date: 04/10/17

STAFF CONDUCT

All staff members have a responsibility to familiarize themselves with and abide by the laws of the State as these affect their work, the policies of the Board, and the regulations designed to implement them.

In the area of personal conduct, the Board expects that teachers and others will conduct themselves in a manner that not only reflects credit to the school district, but also sets forth a model worthy of emulation by students.

All staff members will be expected to carry out their assigned responsibilities with conscientious concern.

Essential to the success of ongoing school operations and the instructional program are the following specific responsibilities which will be required of all personnel:

1. Faithfulness and promptness in attendance at work.
2. Support and enforcement of policies of the Board and regulations of the school administration in regard to students.
3. Diligence in submitting required reports promptly at the times specified.
4. Care and protection of school property.
5. Concern for and attention to their own and the school district's legal responsibility for the safety and welfare students, including the need to ensure that students are under supervision at all items.

State Reference

ARSD 24:08:03	Code of professional ethics
ARSD 24:11:03:01	Code of ethics for professional administrators
SDCL 13-43-28	Reprimands for violations of code of ethics
SDCL 13-8-44	Destruction, falsification or failure to deliver records

Description

Policy Reference

GBC	STAFF ETHICS
ILB	STATE REQUIRED ASSESSMENTS

Description

Adopted Date: 05/14/2007, Review Date: 04/10/17

FREEDOM OF EXPRESSION

Employees have the Constitutional right of freedom of speech to speak on matters of public concern. However, the freedom of speech is limited for public employees when on duty or attending a school function, and also when discussing certain employment and student matters.

State Reference

ARSD 24:08:03
ARSD 24:11:03:01

Description

Code of professional ethics
Code of ethics for professional administrators

Federal Reference

*Garcetti v. Ceballos
*Pickering v. Board of
Ed.
US CONST 1st Amd.

Description

Employee freedom of speech
Employee freedom of speech
Freedom of Speech and Religion

Policy Reference

GBC

Description

STAFF ETHICS

Adopted Date: 06/09/2008, Revised Date: 04/10/17

SEARCH AND SEIZURE

All district property, including, but not limited to, real estate, buildings, offices, desks, storage areas, lockers, computer systems and equipment, voice-mail, and vehicles, is owned by the district, and is intended for educational purposes, and district business, at all times.

Individuals using district-owned property (system users) shall have no expectation of privacy when using school property. The district reserves the right to monitor, inspect, copy, review and store (at any time and without notice) all usage of district property including computer and computer systems, including all internet and electronic communications access and transmission/receipt of materials and information. All material and information accessed and/or received through district computers and computer systems shall remain the property of the school district.

System users have no right of privacy and should have no expectation of privacy in materials sent, received, or stored in district-owned computers or on the district system or within the physical area of the district. School officials reserved the right to review district system/property use at any time to determine if such use meets the criteria set forth in school board policies and district regulations. Routine maintenance and monitoring of the system and physical plant may lead to the discovery that the user has or is violating district policy or law. Once a problem is discovered, an individual search may be conducted. The search/investigation will be reasonable and will be in keeping with the nature of the alleged misconduct.

Employees or students violating acceptable use of district property, or policy, may be subject to disciplinary action by the Superintendent or designee, depending on the nature of the violation.

State Reference

SDCL 13-5-1

SDCL 13-8-39

Description

School districts defined

Management of schools by board - general powers

Federal Reference

US CONST 4th Amd.

Description

Search and Seizure

Adopted Date: 01/14/14

Revised Date: 04/10/17

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.

Adopted Date: 01/14/13; Revised Date: 04/10/17

STAFF HEALTH AND SAFETY

The Board may require an employee returning from an extended leave of absence for health reasons to submit a certification of health. The expense of this examination will be borne by the district.

Worker's Compensation

In case of injury while pursuing duties in keeping with the employee's contract, the employee will receive compensation and expense 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.

State Reference

Description

SDCL 13-43-60	Certification of health of employee
SDCL 62-1-2	Employer defined
SDCL 62-2-14	Initiation of claim
SDCL 62-3-3	Employer and employee bound by provisions of title
SDCL 62-6-2	Employer's report of injury--Failure to report as misdemeanor
SDCL 62-7-10	Notice to employer of injury--Condition precedent to compensation

Adopted Date: 05/14/2007, Review Date: 04/10/17

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:

1. a representative from the State Health Department;
2. the employee's physician;
3. the employee and/or designee;
4. the school health service's supervisor;
5. the superintendent or designee; and
6. other appropriate school personnel.

In making the determination, the advisory committee shall consider:

1. the physical condition of the school employees;
2. the expected type(s) of interaction with others in the school setting;
3. the impact on both the infected school employee and others in that setting;
4. the South Dakota Department of Health guidelines and policies;
5. the status of certification health of the employee under South Dakota Law;
6. the recommendation of the County Health Officer, which may be controlling;
7. 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 within 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 area, 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.

State Reference

SDCL 1-27-3

Description

Records declared confidential or secret

Adopted Date: 05/14/2007, Review Date: 04/10/17

EMPLOYEE COMMUNICABLE DISEASE GUIDELINES

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

Disease and Incubation Period*	Rules for Work Attendance
Acquired Immune Deficiency Syndrome (AIDS) *6 months-5 years	Determination should be made by the Advisory Committee as outlined in the Disease Policy. The State Department of Health guidelines on AIDS shall be used as reference.
Chicken Pox *14-21 days	The employee may attend work after all pox are dry and scabbed.
Cytomegalovirus (CMV) Salivary Gland Viruses	The employee may attend work. Precautions should be taken by contacts with immunosuppression as anti-cancer or organ transplants as well as anyone with suspected or known pregnancy. Good hand washing in all cases should eliminate risk of transfer of infection.
Giardiasis and Infectious Enteric Diseases *5-25 days or longer	The employee may attend work. Food handlers must remain at home until they have three negative stool specimens. Good hand washing in all cases should eliminate risk of transfer of infection.
Herpes Simplex *2-12 days	The employee may attend work during an active case. Good hand washing in all cases should eliminate risk of transfer of infection.
Impetigo Variable *4-10 days	The employee may attend school if under treatment and covered or dry.
Infectious Hepatitis *15-40 days (Average 25 days)	The employee may attend work as directed by the physician. Appropriate personal hygiene precautions should eliminate risk of transfer of infection.
Measles (Red, Hard, Rubeola, 7-day) *8-14 days	The employee may attend work after a minimum of seven (7) days. Employees who have had contact with measles may attend work if the employee has had the measles or if immunization is up to date.
Infectious Mononucleosis (Glandular Fever) *2-6 weeks	The employee may attend work as directed by the physician.
Mumps *12-21 days	The employee may attend work after swelling has disappeared.
Pediculosis (Lice)	The employee may attend work after treatment.
Pink Eye (Conjunctivitis) *5-12 days	The employee may attend work after the eye is clear, under treatment or with physician's written permission.
Plantar's Warts	The employee may attend work.
Ring Worm (Scalp, Body, Athlete's Foot)	The employee may attend work if the area is under treatment.
Rubella (3-day, German Measles) *14-21 days	The employee may attend work after a minimum of four days. Prevent exposure of pregnant women.
Scabies (7-year itch, Mites)	The employee may attend work after treatment.
Streptococcal Infections (Scarlet Fever, Scarletina, Strep Throat) *1-3 days	The employee may attend work 24 hours after initiating oral antibiotic therapy and clinically well.

All communicable and chronic disease should be reported to Health Services.

*Time interval between initial contact with an infectious agent and the first sign or symptom of the disease.

Adopted Date: 05/14/2007, Review Date: 04/10/17

USE OF ALCOHOL, DRUGS, AND CONTROLLED SUBSTANCES

Student and employee safety is a paramount concern of the 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 conviction for any alcohol and/or other 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 drug abuse assistance or rehabilitation programs, and possible referral for prosecution.

All employees will attend a district alcohol and/or drug-free awareness program at which 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/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 the continuing good faith effort to maintain a drug-free environment.

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

<u>Federal Reference</u>	<u>Description</u>
USC Title 41 Chapter 81	Drug-Free Workplace Act of 1988

Adopted Date: 05/14/2007, Review Date: 04/10/17

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

The Board recognizes that employees of the district have the same fundamental civic responsibilities and privileges as other citizens. Among these are: campaigning for elective public office and holding an elective or appointive public office.

Any employee who intends to campaign for an elective public office will notify the Superintendent, in writing at the earliest possible moment, of the office which he or she intends to seek, together with the decision as to whether he or she wishes to continue employment and under what terms and conditions.

The Superintendent will meet with and discuss these matters with the employee involved and will present a proposed solution to the Board for consideration. The essential element to be determined by the Board is whether the activities proposed by the employee are compatible with the time requirements for fulfilling the employee's responsibilities to the district.

In connection with his or her campaigning, no employee will use school system facilities, equipment, or supplies; nor will the employee discuss his or her campaign with students or with school personnel during the working day; nor will the employee use any time during the working day for campaigning purposes.

A teacher seeking an extended leave of absence for campaigning, office-holding, or other time-consuming activities connected with government service will apply for such leave in writing. The Board will provide the teacher with a written answer to a request for political leave including salary arrangements.

If not elected, the employee may return to the position previously held.

<u>State Reference</u>	<u>Description</u>
SDCL 13-43-15.1	Right of employee to run for office

Adopted Date: 05/14/2007, Review Date: 04/10/17

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.

State Reference

SDCL 12-27-20
 SDCL 12-27-21
 SDCL 13-43-1
 SDCL 13-43-15.1
 SDCL 13-7-3

Description

Expenditure of public funds to influence election outcome prohibited
 Acceptance of contributions from public entities prohibited
 Employment of board member in same district prohibited
 Right of employee to run for office
 Public offices incompatible with board membership

Federal Reference

USC Title 5 §7321-7326

Description

Political Activity

Adopted 01/14/14

Review Date: 04/10/17

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.

State Reference

ARSD 24:08:03
ARSD 24:11:03:01

Description

Code of professional ethics
Code of ethics for professional administrators

Policy Reference

JL
KI

Description

STUDENT GIFTS AND SOLICITATIONS
PUBLIC SOLICITATIONS AND ADVERTISING IN THE SCHOOLS

Adopted Date: 05/14/2007, Review Date: 04/10/17

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 law.

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 employees 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 therefrom 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 American 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 Superintendent's 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

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 qualifications 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 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.

State Reference

<u>State Reference</u>	<u>Description</u>
SDCL 1-27-1.5 (15)	Records not open to inspection
SDCL 1-27-1.5 (7)	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 of employment information to prospective employers)

Federal Reference

<u>Federal Reference</u>	<u>Description</u>
USC Title 20 6301 et.seq.	Every Student Succeeds Act

Policy Reference

<u>Policy Reference</u>	<u>Description</u>
KBA	PUBLIC'S RIGHT TO KNOW
KBAA	PUBLIC RECORDS

Adopted Date: 05/14/07, Review Date: 06/11/2018

**PERMISSION FOR THE TRANSFER AND/OR RELEASE
OF CONFIDENTIAL EMPLOYEE INFORMATION**

I, _____ employee of the Platte-Geddes School District #11-5,
(name)

Request that the following part of the above employee's records

be made available to _____ for the purpose of
(name)

Date: _____
(signature)

Please send me a copy of the records released at the following address:

Name _____

Address _____

City, State, Zip _____

Enclosed is \$_____ for reproduction and mailing.

Adopted Date: 05/14/2007, Review Date: 04/10/17

NOTICE OF RELEASE OF PERSONNEL RECORD

This is to advise you _____(the employee) that subpoena or other order has been received requesting your records – copy attached – and that they will be released in two business days or earlier if so ordered, unless you get a court order prohibiting the release.

CEO/Superintendent

School District

Adopted Date: 05/14/2007, Review Date: 04/10/17

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 complains and concerns. Channels established will provided 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.

<u>State Reference</u>	<u>Description</u>
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

Adopted Date: 05/14/2007, Revised Date: 04/10/17

STAFF COMPLAINTS AND GRIEVANCES PROCEDURE

A. Definitions:

1. A "grievance" is a complaint by a teacher or a group of teachers based upon an unresolved employer/employee dispute or an alleged violation, misinterpretation, or inequitable application of any existing policies, rules, or regulations of the school district as they apply to conditions of employment or of any of the provisions of this agreement or of any laws of the state of South Dakota which apply to education. The absence of, or disagreement with, existing policy, rules, or regulations is not a "grievance" and is subject to annual negotiation under the negotiations policy.
2. A "teacher" is any member or group of members of the negotiation unit as defined by the Platte-Geddes Education Association in their recognition agreement with the Board of Education.
3. An "aggrieved person" is a teacher or the Association making the complaint.
4. A "party in interest" is the aggrieved person and any person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance.
5. "Days" shall mean calendar days unless otherwise designated.
6. "Association" shall mean the Platte-Geddes Education Association.*
7. "Board" shall mean the Board of Education of the Platte-Geddes School District #11-5, Platte, South Dakota.

*This procedure policy may be used in settlement of grievances by other employees or employee associations without sanction of the Platte-Geddes Education Association.

B. Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable resolution of grievances, and to protect the rights of all parties' interests.

C. Time Limits:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as it is practicable.
3. It is required that a teacher file a grievance beginning with the informal procedures within thirty (30) days after the alleged violation(s) or within thirty (30) days of when the teacher knew or should have known of the alleged violation.

D. Procedures:

1. Informal

Any aggrieved person shall as an individual, or with representative of the Association, discuss the matter informally with the immediately involved supervisor or principal, provided that the resolution is not inconsistent with terms of the Master Agreements. The supervisor or principal shall within ten (10) calendar days respond to the aggrieved person in writing as to the nature of the grievance and its resolution.

2. Formal

Level I: Principal/Supervisor

If an aggrieved person is not satisfied with the informal disposition of his/her grievance, he/she shall file his/her grievance in writing with the immediately involved supervisor/principal within ten (10) days. The immediately involved supervisor/principal shall arrange a meeting with the aggrieved person and the Association's designated representative(s) to take place within ten (10) calendar days after the grievance has been filed. At this meeting, the aggrieved person can bring a staff representative or an Association representative. Within ten (10) calendar days after the meeting, the supervisor/principal shall render a decision in writing to the aggrieved person.

Level II: Superintendent of Schools

If the grievance is not resolved at Level I, or if no written decision has been rendered within fifteen (15) calendar days after presentation of the grievance, the aggrieved person may file the grievance in writing with the Superintendent of schools, within ten (10) days after the decision at Level I or twenty (20) days after the grievance was presented, whichever is sooner. The superintendent of schools shall arrange a meeting with the aggrieved person within ten (10) calendar days after the grievance have been filed. At this meeting, the aggrieved person can bring a staff representative or an Association representative. Within ten (10) days after said meeting, the superintendent of schools shall render his/her decision in writing to the aggrieved person.

Level III: Board of Education

If the grievance is not resolved at Level II, or if no decision has been rendered within ten (10) calendar days after the meeting with the superintendent of schools, the aggrieved person may file the grievance in writing with the Board of Education within ten (10) calendar days after the decision at Level II. The Board of Education shall hold a formal hearing at its next regularly scheduled board meeting. The Board of Education shall render their decision in writing to the aggrieved person, within twenty (20) calendar days of the hearing.

Level IV: Arbitration

If the aggrieved person is not satisfied with the disposition of the grievance at the Level III, or if no written decision has been rendered within the time period set forth in the preceding paragraph, the grievant may within thirty (30) calendar days after the 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 the 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.

E. Rights of Teachers to Representation:

1. Any party or parties in interest may be represented at all stages of the grievance procedure by him/herself, his/her representative, or, at his/her option, by a representative(s) selected or approved by the Association.
2. No reprisals of any kind shall be taken by the Board or its representatives against any party in interest, the Association or its members, or any other participant in the grievance procedure by reason of such participation.

F. Miscellaneous:

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the superintendent of schools directly, and processing of such grievance shall be commenced at Level II.
2. Decisions rendered at all levels of the formal grievance procedure shall be in writing, setting forth the decision and its rationale. (All grievance forms are located in the Appendix)
3. All documents, communications, and records dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent of schools and the Association with School Board approval. All of the above listed items will be properly distributed so as to facilitate the operations of the grievance procedure.
5. Meetings and hearings under this procedure shall include only the parties in interest, their designated or selected representative(s), witnesses, others designated by a party in interest, and Association representatives. No meetings or hearings under this procedure shall be conducted in public.
6. When it is necessary for an aggrieved person and/or his/her representative(s) to attend a meeting or a hearing called during the school day, the superintendent of schools shall notify the appropriate supervisor or principals. The aggrieved person and his/her representative(s) shall be released without loss of pay for such time, as their attendance is required at such a meeting or hearing.
7. The Board agrees to make available to the aggrieved person or his/her designee all pertinent information, which is relevant to the issue, raised by the grievance.
8. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Adopted Date: 05/14/2007, Review Date: 04/10/17

**PLATTE-GEDDES SCHOOL DISTRICT #11-5
Request for Settlement of Grievance**

LEVEL I

(To be completed by aggrieved person)

NAME OF AGGRIEVED PERSON

DATE

HOME ADDRESS

DATE WHEN VIOLATION OCCURRED

PHONE #

PRINCIPAL/SUPERVISOR'S NAME

*NATURE OF GRIEVANCE _____

*REQUESTED SETTLEMENT: _____

*If additional space is needed, attach additional sheets.

SIGNATURE (Aggrieved Person)

Adopted Date: 05/14/2007, Review Date: 04/10/17

(blue paper)

PLATTE-GEDDES SCHOOL DISTRICT #11-5
Reply to Level I Grievance

LEVEL I

NAME OF AGGRIEVED PERSON

DATE GRIEVANCE PRESENTED

HOME ADDRESS

DATE REPLY SENT TO AGGRIEVED

DETERMINATION OR REPLY OF PRINCIPAL/SUPERVISOR: _____

SIGNATURE OF PRINCIPAL/SUPERVISOR

PLATTE-GEDDES SCHOOL DISTRICT #11-5
Request for Settlement of Grievance

LEVEL II

NAME OF AGGRIEVED PERSON

DATE OF REPLY TO LEVEL I

HOME ADDRESS

DATE OF PRESENTATION TO SUPT.

PHONE #

STATE REASONS FOR SUBMISSION OF GRIEVANCE TO LEVEL II: _____

REQUESTED SETTLEMENT: _____

(Copies of Request for Settlement of Grievance-Level I and Reply must be attached)

SIGNATURE (Aggrieved Person)

Copy on pink paper
Adopted Date: 05/14/2007, Review Date: 04/10/17

PLATTE-GEDDES SCHOOL DISTRICT #11-5
Reply to Level II Grievance

LEVEL II

NAME OF AGGRIEVED PERSON

DATE OF SUBMISSION TO SUPT.

HOME ADDRESS

DATE REPLY SENT TO AGGRIEVED

REPLY OF SUPERINTENDENT: _____

(Copies of Request for Settlement of Grievance-Level I and Reply must be attached)

SIGNATURE (Superintendent)

Copy on pink paper
Adopted Date: 05/14/2007, Review Date: 04/10/17

PLATTE-GEDDES SCHOOL DISTRICT #11-5
Request for Settlement of Grievance

LEVEL III

NAME OF AGGRIEVED PERSON

DATE OF REPLY BY SUPT.

HOME ADDRESS

DATE OF SUBMISSION TO BUS. MGR.

PHONE #

STATE REASON FOR SUBMISSION OF GRIEVANCE TO LEVEL III: _____

REQUESTED SETTLEMENT: _____

(Copies of all previous Requests for Settlement and Replies must be attached)

SIGNATURE (Aggrieved Person)

PLATTE-GEDDES SCHOOL DISTRICT #11-5
Reply to Level III Grievance

LEVEL III

NAME OF AGGRIEVED PERSON

DATE OF SUBMISSION TO BUS.MGR

HOME ADDRESS

DATE REPLY SENT TO AGGRIEVED

PHONE #

DATE OF HEARING WITH BOARD

REPLY OF SCHOOL BOARD: _____

SIGNATURE (Board Representative)

PLATTE-GEDDES SCHOOL DISTRICT #11-5
Withdrawal of Grievance

NAME OF AGGRIEVED PERSON

DATE OF WITHDRAWAL

HOME ADDRESS

PHONE #

PRESENT LEVEL OF GRIEVANCE: I II III (Circle One)

DATE ON WHICH GRIEVANCE WAS SUBMITTED AT THIS LEVEL: _____

REQUEST FOR WITHDRAWAL:

I hereby request that the above grievance be withdrawn from further consideration without prejudice or record. I acknowledge that I may not re-open this grievance.

SIGNATURE (Aggrieved Person)

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.

State Reference

SDCL 13-43-16

Description

Declaration of teaching as profession

Adopted Date: 05/14/2007, Review Date: 6/12/17

JOB DESCRIPTION: TEACHER

TITLE: Teacher

QUALIFICATIONS:

1. Teacher's certificate
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.

SUPERVISES: Staff members 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 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 interest of the students.
4. Prepares for classes assigned, and shows written evidence of preparation upon request of immediate supervisor.
5. Encourages students to set and maintain standards of classroom behavior.
6. Guides the learning process toward the achievement of curriculum goals and - 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 regulations.
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.

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: _____

Adopted Date: 05/14/2007, Review Date: 6/12/17

JOB DESCRIPTIONS: 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 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: _____

Adopted Date: 05/14/2007, Review Date: 6/12/17

QUALIFICATIONS OF TEACHERS

Every teacher employed in this school system must possess a valid certificate issued by the South Dakota Department of Education.

State Reference

ARSD 24:43:02:08

SDCL 13-43-5

Description

Plan of intent for certification

Certificate required before contract signed - exception

Policy Reference

GCD

Description

PROFESSIONAL STAFF HIRING

Adopted Date: 05/14/2007, Revised Date: 6/12/17

TEACHER'S CONTRACT

STATE OF SOUTH DAKOTA,}
County of Charles Mix }

Contract #

This agreement, executed in duplicate this day of by and between , party of the first part, and Platte-Geddes School District #11-5 in Charles Mix County, South Dakota, party of the second part.

WITNESSETH:

That party of the first part certifies that he/she is the holder of the South Dakota Teacher's certificate No. issued and valid to which covers the period of time specified by this contract; that such certificate was presented to the school board at the time this contract was drawn as required by law; and that such certificate duly qualifies party of the first part to teach the subjects and grades and to fill the position covered by this contract.

That for and in consideration of the payment of the sum of \$ to be paid in monthly payments of \$, minus such withholdings as is provided by law, to be paid in the form of a school warrant properly drawn and signed by the business manager and the president of the school board and presented to party of the first part on the 20th day of each month in consideration for the performance of this contract.

It is agreed that failure of party of the first part to complete the services as herein provided would constitute a financial damage to the party of the second part and that from the nature of the case it would be impracticable or extremely difficult to fix the actual damage. Therefore, if party of the first part shall fail from any cause, including dismissal or resignation, to complete said contract, party of the first part shall be paid only the pro rata amount of the entire salary provided for under this contract that the time taught bears to the time contracted to teach.

Party of the first part agrees to perform the duties assigned by party of the second part in accordance with the rules governing the Platte-Geddes School as adopted by the party of the second part, and in accordance with the provisions of the school laws of the state of South Dakota.

This contract shall be subject to the Official School Calendar adopted by the school board. The school board reserves the right to revise such calendar when such change is deemed necessary.

It is agreed that party of the first part will attend such preschool meetings, institutes, and teachers' professional meetings during this contract as are listed below:

It is further agreed -

This agreement shall continue in full force and effect for the term specified herein, unless annulled by mutual consent of the contracting parties, or by operation of the law, or by the expiration or revocation of said Teacher's certificate.

IN WITNESS THEREOF, party of the first part has signed and party of the second part has caused this contract to be executed by its officers as provided by law on the day and year indicated above. Platte-Geddes School District No. 11-5, Charles Mix County, South Dakota. City or Town Platte.

President

Business Manager

Teacher

Date of signature

Vacation address of teacher: _____

To be accepted, this contract must be in the hands of the school board on or before .

PROFESSIONAL STAFF FINES AND PENALTIES

In accordance with SDHSAA policy, head coaches shall be required to attend rules meetings, and must submit and pass an open book test in their sport. For failure to comply with this policy, the name of the member high school will be published in the SDHSAA Newsletter, listing the sport in which non-compliance occurred. A monetary fine will be assessed against the member school if a head coach fails to attend a rules meeting and/or fails to submit and pass the open book test.

It is therefore the policy of the Platte-Geddes School District #11-5 that if a monetary fine is imposed, the amount will be collected from the coach who fails to meet the SDHSAA requirements.

Adopted Date: 05/14/2007, Review Date: 6/12/17

PROFESSIONAL STAFF HIRING GUIDE

The Board will adopt a hiring guide for its professional staff, and upon being hired, each staff member's salary will be determined by the staff member's educational training and prior experience. The hiring guide adopted by the Board will remain in effect until changed or modified by the Board.

Starting salaries on the hiring guide will be in accordance with requirements developed by the administration and approved by the Board.

Salaries will be reviewed annually, prior to the organizational meeting of the Board in July. The superintendent will be responsible for surveying other school systems to determine salaries being paid for comparable positions in each district.

State Reference

SDCL 6-1-10

Description

Publication of payroll information

Adopted Date: 05/14/2007, Revised Date: 6/12/17

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.

Adopted Date: 05/14/2007, Review Date: 6/12/17

TAX SHELTERED ANNUITY PROGRAM

The 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 employees of the School District are eligible to participate in the 403(b) program except for employees who are students and regularly attend classes at the Employer institution during the calendar year.

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.

Adopted 11/10/14, Review Date 6/12/17

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.

Adopted Date: 05/14/2007, Review Date: 6/12/17

SICK LEAVE

1. Sick Leave: Sick leave will be ten days (10) per year, accumulative to sixty (60) days. Sick leave may apply to illness within the immediate family, with the immediate family defined as: spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, stepchildren, and long term foster care children.
2. Sick Leave may be utilized for bereavement leave and may apply to deaths within the immediate family, with the immediate family defined as: spouse, children, parents, brothers, sisters, grandparents, grandchildren, aunts, uncles, parents-in-law, stepchildren, and long term foster care children.
3. Teachers within the system, and remaining in the system who have reached the maximum number of accumulated sick leave days, will be reimbursed \$15.00 per day for each unused sick day in excess of sixty (60).
4. If a teacher is injured on the job, available sick days may be used by the teacher regardless of workmen's compensation coverage.
5. Sick Leave Severance Pay:
Sick leave severance pay will be based upon sick leave. The school district will make a severance payment of accumulated sick leave for certified employees who terminate their employment, but the payment will not be payable, to those employees who are dismissed for cause. The payment will be made in the following manner.
 - a. \$10.00 per day for unused accumulated sick leave for teachers who have been employed for four (4) years or less
 - b. \$15.00 per day for unused accumulated sick leave for teachers who have been employed for five (5) years or more.
6. Sick Leave Bank:
 - a. Each certified employee, to be eligible to participate in the Sick Leave Bank shall notify, in writing, the Business Manager by the 1st day of the current school year. Employees who choose not to participate at this time will not be eligible for the current school year.
 - b. To become eligible each employee will contribute two days of sick leave the first year and one sick leave day in the second year. If the eligible employee withdraws from the bank the first year, to remain eligible they will donate one additional sick leave day at the start of the next school term.
 - c. To be eligible to withdraw days from the Sick Leave Bank, staff participating in the Sick Leave Bank must have used all sick leave (current and accumulated) and personal leave.
 - d. The number of sick leave days, the sick leave assistance committee may provide to a participant is 15 days. The participant may reapply to the committee for an additional 15 days supported by a physician's written statement. All requests from the sick leave bank will be on a first come first serve basis.
 - e. The sick leave assistance committee will be composed of: one Platte-Geddes Education member, one elementary teacher, one secondary teacher, appointed by their respective groups for a two year term, and the Superintendent. Committee recommendations will be made to the Platte-Geddes Board of Education for approval.
 - f. If all the days in the bank are used up prior to the end of the school year, the bank will cease to operate during the year and will begin anew in the next school year. Days not used at the end of each year will remain in the bank.
 - g. Certified staff will request leave from the sick leave bank by submitting written request to the sick leave assistance committee.
 - h. Certified staff who become disabled or retire will not be entitled to any days from the sick leave bank.
 - i. Days granted to certified staff from the sick leave bank shall be treated in the same manner by the district as the sick leave days granted by the district or that has been accumulated.
 - j. Days contributed to the plan cannot be withdrawn when an employee terminates membership.
 - k. Certified staff who retire will be able to donate unused sick leave to the sick leave bank if they so
choose.
 - l. Parental Leave: The sick leave bank may be accessed for maternity leave. The window allowed for maternity leave begins on child's date of birth and ends after six consecutive calendar weeks unless medical conditions require otherwise. Employees must first use all available personal leave and accumulated sick leave. The sick bank will grand paid leave for a maximum of twenty combined sick, personal, and requested sick bank days. Employees are eligible for 12 weeks of unpaid protected leave, per the Family and Medical Leave Act.
7. Sick Leave Deductions:
Sick leave will be deducted in increments of $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$, or 1 full day corresponding with the time the teacher is absent from the classroom.

PLATTE-GEDES SCHOOL DISTRICT #11-5
VOLUNTARY SICK LEAVE BANK

I _____, WISH TO CONTRIBUTE
_____ DAYS TO THE VOLUNTARY SICK BANK FOR THE _____ SCHOOL YEAR.

SIGNATURE

DATE

=====

PLATTE-GEDES EDUCATION ASSOCIATION SICK LEAVE BANK REQUEST,
PLATTE-GEDES SCHOOL DISTRICT 11-5

TO BE COMPLETED BY THE APPLICANT AND FORWARDED TO A COMMITTEE MEMBER.

I am requesting to draw out _____ day(s) from the Platte-Geddes Education Association Sick Leave Bank in accordance to the Master Agreement Article V11, Section A, letter c. I am fully aware of all and any obligations for participating in the Platte-Geddes Education Association Sick Leave Bank.

Reason for the request _____

Date Sick Leave Begins _____ Date to Return to Work _____

Sick Leave Balance _____ (contact Business office for official balance)

Number of Sick Leave Days used from personal balance _____

Number of Sick Leave Days requested from Sick Leave Bank _____

Total Sick Leave Days to be used _____

Applicant Name

Date

=====

To be completed by the Platte-Geddes Educational Association Sick Leave Bank Committee

The request by _____ has been

_____ APPROVED to receive _____ day(s) from the Sick Leave Bank

_____ DENIED to receive _____ day(s) from the Sick Leave Bank

Elementary Representative

Date

Secondary Representative

Date

Platte-Geddes Education Representative

Date

Superintendent

Date

Adopted Date: 05/14/2007, Review Date: 6/12/17

PERSONAL LEAVE

Personal Leave:

1. Each teacher may use two (2) days as personal leave per year. One (1) personal leave day is permitted to be carried over to the following year in increments of .5 days. No more than three (3) days may accumulate in one year. The teacher must notify the business office at the end of the school year with the intention to carry over one personal day for the next school year.
2. Personal leave is not to be deducted from sick leave.
3. At least one (1) week's notice shall be given to the administration of the teacher's intent to use personal leave.
4. No more than three (3) Junior and Senior high teachers may take personal leave at the same time. No more than three (3) elementary teachers may take personal leave at the same time.
5. Personal leave is intended to allow teachers to conduct personal business during a school day when it cannot be conducted on any other non-school day.
6. If substitutes cannot be found, personal leave days will NOT be granted.

Adopted Date: 05/14/2007, Revise Date: 6/12/17

PROFESSIONAL LEAVE

Professional Leave:

1. Three (3) days per year may be used as professional leave, which shall not be deducted from the employee's sick leave.
2. One week's notice shall be given to the administration of the employee's intent to use professional leave. Professional leave is subject to the administrations approval.
3. No more than three (3) employees shall take professional leave at the same time.
4. Professional leave may not be accumulated.

Adopted Date: 05/14/2007, Revise Date: 6/12/17

JURY DUTY

Jury Duty:

1. Any teacher called to serve on a jury will be permitted to serve and shall receive his/her regular salary.
2. In turn he/she shall forfeit to the school district the compensation paid for serving, less mileage and other allowable expenses.

Subpoenaed Witness:

1. Any teacher subpoenaed by the court system as witness shall be released from work to appear in court if arrangements are made in advance with the Superintendent.
2. The time used to appear as a witness will not affect a teacher's eligibility for unused sick leave reimbursement.

State Reference

SDCL 16-13-41

Description

Duty of jurors to appear when summoned

NEGOTIATED ITEM

Adopted Date: 05/14/2007, Review Date: 6/12/17

MILITARY LEAVE

Employees of the District who qualify under the Uniform Employment and Reemployment Rights Act (USERRA) shall receive all leave, benefits and protections afforded by that Act. Employees requesting military leave will provide notice and documentation to the District as required by USERRA. An employee shall be granted military leave for 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 any applicable collective bargaining agreement. 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. Reemployment of a person is excused if an employer's circumstances have changed so that reemployment of the person would be impossible or unreasonable. A reduction-in-force that would have included the person would be an example.

USERRA requires that service members provide advance written or verbal notice to their employers for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. An employee should provide notice as far in advance as is reasonable under the circumstances. All requests for military leave will be submitted to the Superintendent or Superintendent's designee accompanied by copies of the proper documentation showing the necessity for the military leave request.

To qualify for USERRA's protections, a service member must be available to return to work within certain time limits. These time limits for returning to work depend (with the exception of fitness-for-service examinations) on the duration of a person's military service.

1. If the length of service was 30 days or less, the person must report to the District by the beginning of the first regularly scheduled work period that begins on the next calendar day following completion of service, after allowance for safe travel home from the military duty location and an 8-hour rest period.
2. If the length of service was 31 days to 180 days, an application for reemployment must be submitted to the employer no later than 14 days after completion of a person's service. If submission of a timely application is impossible or unreasonable through no fault of the person, the application must be submitted as soon as possible on the next day when submitting the application becomes possible.
3. If the length of service was 180 days or more, an application for reemployment must be submitted to the employer no later than 90 days after completion of a person's military service.
4. Disability-related service: The reporting or application deadlines are extended for up to two years for persons who are hospitalized or convalescing because of an injury or illness incurred or aggravated during the performance of military service. The two-year period will be extended by the minimum time required to accommodate a circumstance beyond an individual's control that would make reporting within the two-year period impossible or unreasonable.
5. Unexcused Delay: A person's reemployment rights are not automatically forfeited if the person fails to report to work or to apply for reemployment within the required time limits. In such cases, the person will be subject to the employer's established rules governing unexcused absences.

Individuals performing military duty of more than 30 days may elect to continue employer sponsored health care for up to 24 months; however, the individual is required to pay 102 percent of the full premium. For military service of less than 31 days, health care coverage is provided as if the service member had remained employed. South Dakota Retirement System shall be done pursuant to USERRA and SDRS requirements.

Military leave shall be leave without pay.

State Reference	Description
SDCL 3-12-86	Credited service for leave of absence due to military service
Federal Reference	Description
USC Title 38 §4301-4335	Employment and reemployment rights of members of the Uniformed Services

Adopted Date: 07/09/2018

FAMILY AND MEDICAL LEAVE

The 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 either 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.

Federal Reference

CFR Title 29 Part 825

Description

The Family and Medical Leave Act of 1993

Adopted Date: 05/14/2007, Review Date: 6/12/17

FAMILY AND MEDICAL LEAVE - PROCEDURES (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.

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

Adopted Date: 05/14/2007, Review Date: 6/12/17

VACATIONS AND HOLIDAYS

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.

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.

<u>State Reference</u>	<u>Description</u>
SDCL 1-5-1	Holidays enumerated

Adopted Date: 05/14/2007, Review Date: 6/12/17

LEAVE OF ABSENCE POLICY

Leave of Absence:

1. The board may allow one (1) year's leave of absence (without pay) for the following reasons: advanced education at an accredited college or university, personal long term health, and medical care of immediate family member (see sick leave for definition of immediate family member).
2. The following factors will apply when using the Leave of Absence Policy:
 - a. The written application for leave of absence will be submitted to the board of education by the regular March board meeting. The Board will act upon the application and notify the applicant in writing within forty-five (45) days of the March board meeting. The application for leave of absence will be for the next school term.
 - b. When the leave of absence is granted, the Board will allow the employee to continue with insurance coverage (I.E. health, dental and long-term disability) which would be included in the group plan in effect at that time. The teacher will be required to pay the entire premium for any coverage the teacher elects to maintain during his/her leave of absence, or until such time as the teacher informs the Board of a definite date to terminate employment and/or insurance benefits.
 - c. No more than two (2) teachers per year will be granted leaves of absence. Teachers asking for a leave of absence will be assured of retaining the position on the school salary schedule which they held at the time they were granted the leave of absence. The school seniority list, upon the employees return, will list the teacher at the position held at the time when the leave of absence was granted.
 - d. Teachers who are granted a leave of absence will be guaranteed a position upon their return, but not specifically the position (or grade) they were teaching when the leave of absence was granted.

Adopted Date: 05/14/2007, Review Date: 6/12/17

NEGOTIATED ITEM SEE ARTICLE VII IN THE MASTER AGREEMENT

NURSING MOTHERS

The District recognizes that breastfeeding is the most healthful, natural and economic method of infant nutrition, and it is the policy of the District to support the needs of breastfeeding mothers when they return to work.

1. Maternity leave planning will address the transition from full-time maternity leave to full-time work and the impact that this may have on breastfeeding. Generally, maternity leave is a sufficient time to establish breastfeeding. Factors to consider include a combination of full-time and part time maternity leave, a flexible work schedule to accommodate breastfeeding needs, and break times to use a breast pump at work.
2. Breastfeeding employees are allowed a flexible schedule for nursing or pumping, with the schedule to be determined by the employee and employee's supervisor. The schedule requested by the employee will be approved unless the employee's supervisor has determined, in writing, that the requested schedule would impose an undue hardship by causing the District significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the school district. Factors to determine when considering the schedule as proposed by the employee include, but are not limited to the following: the time requested would exceed the normal time allowed for lunch, breaks, student responsibilities at the time requested, sick/personal and annual leave, and adjustment of normal work schedule.
3. The District shall provide an appropriate room, other than a bathroom, for an employee to express breast milk where;
 - a. nursing women can nurse an infant brought in during lunch or breaks;
 - b. nursing women can pump breastmilk to be stored for later use. (Each employee is responsible for proper storage of her milk using a personal storage cooler);
 - c. the area for breastfeeding or pumping is located where a crying infant will not be disruptive to other employees;
 - d. accessible electrical outlets for electric breast pump use and a sink close by with a clean, safe water source for hand washing and rinsing out breast pump equipment; and
 - e. a comfortable chair and a table or desk is available for pumping;

Notes:

Districts that employ less than 50 employees are not subject to the requirements in (#3) if such requirements would impose an undue hardship by causing the District significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the District's business.

1. *Section 7 of the Fair Labor Standards Act (29 U.S.C. 207) states the following:*

(r)(1) An employer shall provide-

- A. *a reasonable break time for an employee to express breast milk for her nursing child for 1 year child for 1 year after the child's birth each time such employee has need to express the milk; and*
- B. *a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.*

(2) An employer shall not be required to compensate an employee receiving reasonable break time under paragraph (1) for any work time spent for such purpose.

(3) An employer that employs less than 50 employees shall not be subject to the requirements of this subsection, if such requirements would impose an undue hardship by causing the employer significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the employer's business.

(4) Nothing in this subsection shall preempt a State law that provides greater protections to employees than the protections provided for under this subsection.

State Reference

SDCL 25-5-35

Federal Reference

USC Title 29 §207(r)(2)

Description

Breastfeeding permitted in certain locations

Description

Break time for nursing mothers provision

Adopted: June 11, 2018

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 inform current employees of any available positions. Any present employee of the Board may apply for any position for which he/she has certification and meets other stated requirements.

<u>Policy Reference</u>	<u>Description</u>
GCD	PROFESSIONAL STAFF HIRING

Adopted Date: 05/14/2007, Review Date: 6/12/17

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/her selection; however, the final recommendation to the Board will be made by the Superintendent.

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.

The District may offer and, upon the signing of a contract by both parties, pay a signing bonus, moving expenses, or tuition reimbursement to a teacher hired to teach in the District. The signing bonus, moving expenses, or tuition reimbursement may be paid either in one lump sum upon completion of the teacher's first year of employment in the District, or in installments over a period not to exceed three years from the date the teacher signed a contract of employment with the District, and upon the terms and conditions as may be mutually agreed upon by the School Board and the teacher. Any signing bonus, moving expenses, or tuition reimbursement authorized by the School Board is in addition to any amount payable under a negotiated teacher's contract. The School Board may, but is not required to, negotiate any signing bonus, moving expenses, or tuition reimbursement payment with the teacher's designated collective bargaining representative.

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.

State Reference

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	Certification and evaluation of teachers, principals & superintendents
SDCL 13-43	Employment of teachers
SDCL 3-3-1	Veterans preferred in public employment

Description

Policy Reference

GBA	EQUAL OPPORTUNITY EMPLOYMENT
GCB	QUALIFICATIONS OF TEACHERS
GCC	PROFESSIONAL STAFF RECRUITING

Adopted Date: 05/14/2007, Revise Date: 6/12/17

CRIMINAL BACKGROUND CHECKS

Definitions

Authorized Persons: Individuals determined by the superintendent or designee to need access to or need to view criminal history record information in their official capacity with the district.

Criminal History Record Information (CHRI): A criminal history of an individual obtained through the South Dakota Division of Criminal Investigation (SDDCI) and/or the Federal Bureau of Investigation (FBI) using the individual's fingerprints. CHRI includes information on the arrest, detention, complaint, indictment or former criminal charge of an individual as well as the disposition of any charges. The FBI rules differ from the DCI rules regarding the disclosure of criminal history record information.

Criminal Justice Information Services (CJIS): The FBI's Criminal Justice Information Services Division, or CJIS, provides a range of state-of-the-art tools and services to law enforcement, national security and intelligence community partners, and the general public. Its purpose is to equip law enforcement, national security, and intelligence community partners with the criminal justice information needed to protect the United States and the public. The CJIS Division was established in 1992 to serve as the focal point and central repository for criminal justice information services in the FBI. It is the largest division in the FBI.

Local Agency Security Officer (LASO): liaison with SDDCI to ensure the agency is in compliance with security procedures. The LASO shall (1) maintain a list of users who have access to CHRI, (2) identify and maintain a list of persons who are authorized to use the approved hardware, software and firmware to access CHRI and ensure no unauthorized individuals have access to this technology, (3) identify and document how the equipment is connected to the state system, (4) ensure that personnel security screening procedures are being followed, (5) ensure that approved and appropriate security measures are in place and working as expected, (6) promptly notify the SDDCI of any security incidents, and (7) support any district security audits.

Noncriminal Agency Coordinator (NAC): primary contact person for the District who serves as the liaison between the District and SD Division of Criminal Investigation, responsible for notifying SDDCI when a new employee starts or an employee leaves so SDDCI can keep CJIS Security training records current and such other duties as required.

Point of Contact (POC): District's contact person when SDDCI sends out Audit information, the contact person when an onsite Audit is scheduled.

Security Incident: An act of violating an explicit or implied security policy regarding CHRI including, but not limited to (1) attempts (either failed or successful) to gain unauthorized access to a system or its data, (2) unwanted disruption or denial of service, (3) the unauthorized use of a system for the processing or storage of data, and (4) changes to system hardware, firmware or software characteristics without the district's knowledge, instruction or consent.

Policy Statement

The District is committed to providing a safe learning and working environment. As part of this effort, and in accordance with state and federal law, regulations, and policies, the district will require each person over eighteen years of age hired by the district, who is a volunteer two or more times during the school year, or is employed by an entity which provides the District direct or indirect student services shall be required to submit to a criminal background investigation, by means of fingerprint checks by the Division of Criminal Investigation and the Federal Bureau of Investigation. The district and its employees, officers and agents will only obtain CHRI when authorized by law and will only use CHRI, or the personally identifiable information first obtained by the district in CHRI, for the purposes of determining whether a person should be employed by the district.

In accordance with law and to protect the district's students, criminal background checks on persons who are employed in the district, who volunteer two or more times during the school year, or are employed by an entity which provides the District direct or indirect student services shall be required. The criminal background investigation shall be done by means of fingerprint checks by the Division of Criminal Investigation. If no disqualifying record is identified at the state level, the fingerprints shall be forwarded by the Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check. The district and district employees will comply with state and federal law, rules, procedures and policies regarding the receipt, use and dissemination of criminal history record information of any individual.

Designations

1. The Superintendent, as the Agency Representative, is responsible for signing the SD Division of Criminal Investigation (SDDCI) User Agreement on behalf of the District.

2. The Superintendent shall be the District's Point of Contact (POC) and Noncriminal Agency Coordinator (NAC) to act as the primary contact person for the District, shall serve as the liaison between the District and SD Division of Criminal Investigation, and will fulfill all responsibilities of the POC/NAC, including but not limited to being the contact person when SDDCI sends out Audit information, shall be the contact person when an onsite Audit is scheduled, and responsible for notifying SDDCI when a new employee starts or an employee leaves so SDDCI can keep CJIS Security training records current.
3. The Superintendent is designated to be the Local Agency Security Officer (LASO) to act as liaison with SDDCI to ensure the agency is in compliance with security procedures. The LASO shall be knowledgeable in CHRI, policies and mandated rules and regulations as well as knowledge of IT security procedures. The LASO shall actively represent the District in all matters pertaining to information security, dissemination of information security alerts and other material within the District, and responsible for contacting SDDCI if there has been misuse of CHRI.

Criminal Background Checks

1. Each person over eighteen years of age hired by the district, who is a volunteer two or more times during the school year, or is employed by an entity which provides the District direct or indirect student services shall be required to submit to a criminal background investigation.
2. The school district shall submit completed fingerprint cards to the Division of Criminal Investigation before the prospective new employee or volunteer enters into service.
3. If no disqualifying record is identified at the state level, the fingerprints shall be forwarded by the Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check.
4. The District shall pay any fees charged for the cost of fingerprinting or the criminal background investigation for any person whose employment with the District or status as a volunteer is subject to the requirements of this section.
5. Any person hired to officiate, judge, adjudicate, or referee a public event sponsored by a school district is not required to submit to a criminal background investigation.
6. Any person whose employment or status as a volunteer is subject to the requirements of this section may enter into service on a temporary basis pending receipt of results of the criminal background investigation. The District may, without liability, withdraw its offer of employment or terminate the temporary employment or status as a volunteer without notice if the report reveals a disqualifying record.
7. The criminal investigation required by this section with respect to a student teacher completing requirements for teacher certification shall be conducted by the District, and the District may rely upon the results of that investigation for employment of that person as an employee of the district. Results of a criminal background investigation conducted by another South Dakota public school district of a student teacher, hired by the District, may be relied upon by the District.
8. A District employee who is employed simultaneously with another school district is only required to obtain one criminal background investigation, if the background investigation was conducted less than five years before the person was first employed by the District.
9. The District shall run a background check on employees of or applicants for employment with a contractor that does business with the district if the person will be working on school property. The contractor shall be responsible for the cost of the criminal background check.
10. No person may be employed by the District, either directly or by contract, and no person employed by a contract provider and who would have direct student responsibilities may provide direct student services, if the person has been convicted of a crime of violence (murder, manslaughter, rape, aggravated assault, riot, robbery, burglary in the first degree, arson, kidnapping, felony sexual contact, felony child abuse, or any other felony in the commission of which the perpetrator used force, or was armed with a dangerous weapon, or used any explosive or destructive device), sex crimes (including but are not limited to, rape, felony sexual contact with a minor under sixteen, sexual contact with a person incapable of consenting, possessing, manufacturing, or distributing child pornography, and sexual exploitation of a minor), or distribution or trafficking in controlled substances or distribution of marijuana.
 - a. The District may also refuse to employ a person who has been convicted of a crime involving moral turpitude. "Moral turpitude" is defined as an act done contrary to justice, honesty, principle, or good morals, as well as an act of baseness, vileness, or depravity in the private and social duties which a person owes to his fellow man or to society in general.
 - b. The District may consider any criminal conviction in making a hiring decision. The District has the sole and absolute discretion to determine whether the results of a criminal background investigation disqualify a person from employment within the District.
 - c. For purposes of this policy, the term conviction means a plea or verdict of guilty or a conviction following a plea of nolo contendere (no contest) in this state or any other state.
11. The District's employment application form shall inform applicants that if no SD statutorily disqualifying conviction is identified at the state level the fingerprints will be forwarded by the S.D. Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check.

12. The application form shall also inform applicants that if the applicant believes the criminal background result is incorrect or incomplete in any respect and the applicant wishes changes, corrections or updating of the alleged deficiency, the applicant should make application directly to the agency which contributed the questioned information or direct the applicant's challenge as to the accuracy or completeness of any entry on the applicant's record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306.
13. Should an applicant be disqualified from employment due to the results of a criminal background check, the District shall inform the applicant that the criminal background check results prohibit the District from employing the person. The District will not delay the employment hiring decision solely because the applicant seeks to correct his or her FBI criminal history record information (CHRI).
14. Before a person's conditional employment is terminated as a result of the person's CHRI, the District shall inform the person whose conditional employment is subject to termination that the criminal background report reveals a conviction which prohibits the District from employing the person, and inform the person of his or her right to appeal the accuracy or completeness of the CHRI to the SDDCI or FBI. Employees shall be afforded procedural due process consistent with their employment status (i.e., whether the person is an employee-at-will, a school-year employee, or a ten month or twelve month employee) should termination of conditional employment be a possibility following the District's receipt of the CHRI.
15. All employees and other persons required to submit to a criminal background check pursuant to this policy must notify the district in writing if they are convicted of any offense of domestic violence, child abuse, sex offense, drug (including marijuana) or any felony offense. This notification must be made as soon as possible, but no later than five business days after the event.
16. The District reserves the right to require any employee or volunteer to submit to additional criminal background checks at the district's expense. The district reserves the right to require any employee of an entity which provides the District direct or indirect student services to submit to additional criminal background checks which shall be at the entity's or person's expense.
17. As required by state law, SDCL 13-10-15, if, as the result of a criminal conviction the school board suspends an employee without pay, or an employee resigns, or an employee is terminated, the superintendent shall within ten days of the date of the suspension or the date the employment is severed report the circumstances and the name of the employee to the S.D. Department of Education.

Training

The District will ensure that all employees who have access to CHRI shall be trained by SDDCI on the rules and responsibilities for the confidentiality, receipt, use and dissemination of the CHRI.

Confidentiality

1. Before requesting CHRI on any individual, the district will give the individual written notification that his or her fingerprints will be used to obtain the CHRI of the individual, and the district will provide the individual a copy of the statement "Noncriminal Justice Applicant's Privacy Rights." Exhibit GCDB-E(1).
2. Information received by the district pursuant to a criminal background check is confidential. Only authorized persons within the district may access, view or use CHRI. Authorized persons may not share or otherwise disclose information contained in CHRI to unauthorized persons unless explicitly allowed for in this procedure.
3. Unless otherwise allowed by law, the District will only use this information for the district's internal purposes in determining the suitability of an applicant, employee, or other worker on district property. The district will note in an employee's or applicant's personnel file that the background check was completed and if the person was disqualified by the CHRI for employment or assignment. The District will keep the CHRI in a separate file in a location that is only accessible to persons who need to know the information to carry out their responsibilities with the District.
4. Individuals that have access to CHRI will receive CJIS security training provided by SDDCI. Once the individual has completed the CJIS online training and has taken the test each individual will receive and acknowledge in writing the receipt of the following: (1) User Rules of Behavior Acknowledgement form, (2) CHRI Disciplinary Policy, and (3) Acknowledgment Statement of Misuse. The District will keep a copy of the signed documents in each individual's personnel file.

Access and Retention

1. The District may print or electronically share records when necessary to determine whether the person is authorized to work for the district. In those situations, the physical or electronic copy will be destroyed immediately after the decision is made.
2. If the District runs a background check on employees of a contractor that does business with the district, the district will not provide the CHRI to the contractor. Instead, the district will provide a clearance letter notifying the contractor whether the employee is cleared to provide services in the district.
3. The District will not disseminate CHRI across state lines.

4. Upon request the district will provide a copy of the SDDCI CHRI to the person who is the subject of the background check. The SDDCI CHRI will only be released to the individual and not to relatives, spouses or friends. The District will note in the dissemination log that a copy was provided to the individual.
5. FBI rules prohibit the District from providing a copy of the FBI CHRI to the person who is the subject of the criminal background check.
6. The results of the background investigation done by the District shall be transferred to another South Dakota public school district if the other public school district, or current District employee, submits a written request to the District that the results be transferred to the other public school district. The District employee who was the subject of the criminal background investigation must sign a written release authorizing the transfer. The information will be sent by U.S. Mail or encrypted email.

Recordkeeping

A Secondary Dissemination Log shall be maintained in which all authorized disseminations of FB and State DCI criminal background check results are recorded. The following shall be recorded in the District's Secondary Dissemination Log:

1. name of District;
2. name of person subject to the criminal background check review;
3. date of birth of person subject to the criminal background check review;
4. SD public school district requesting FBI and DCI criminal background check results and person/title requesting on behalf of the SD public school district;
5. written request signed by person subject to the criminal background check review for a copy of the SDDCI criminal background check results, attached to the Secondary Dissemination Log; NOTE: FBI CHRI cannot be released to the person who is the subject of the criminal background check.
6. date of release of criminal background check results;
7. description of the record that was shared;
8. how the record was sent or received
9. person to whom criminal background check results were disseminated;
10. signature of District employee disseminating the criminal background check review pursuant to a valid request.

The Secondary Dissemination Log shall be maintained until the onsite audit is complete and the District receives from the SD Division of Criminal Investigation written notice of a successful Policy Compliance Review, unless the log is needed or required for other purposes.

Security

The district will provide for the security of any CHRI received, including the appropriate administrative, technical and physical safeguards to provide for the security and confidentiality of the information. This includes, but is not limited to, the following:

1. The LASO shall maintain a list of school district authorized persons who have access to CHRI.
2. In those cases when the District has physical copies of CHRI, the District will restrict access to authorized persons only. Physical copies of CHRI, if any, will be maintained in a controlled, secure environment, such as a locked cabinet in a room that is free from public or unauthorized access. The room or the locked cabinet will include an "Authorized Personnel Only" sign.
3. The District will not routinely maintain electronic copies of CHRI; however, in the rare instance where the district has electronic copies of CHRI, the district will restrict access to authorized persons only. Electronic data will be protected with encryption as designated by the state or federal government or will only be accessible by individual password. Computers, printers and monitors used to access CHRI must be situated to prevent unauthorized viewing of the information. CHRI cannot be accessed using computers available to the general public or personal devices. CHRI will not be stored on a server that is unprotected or accessible by an unauthorized entity.
4. CHRI will not be relocated, transmitted or transported outside a secure location unless encrypted according to FBI standards or transported in a locked container or in folders where the information is not visible to the public. A log must be kept if electronic information systems, such as a laptop, flash drive or CD with CHRI information on it, leaves a secured area.
5. The District will dispose of records securely. Physical records will be cross-shredded or incinerated. If the district contracts out for record destruction, the destruction must be supervised. The District shall notify SDDCI of the entity with whom the District contracts for records destruction and must receive SDDCI approval to use the contractor for purposes of

disposing of CHRI. Electronic records will be deleted and overwritten as required by the SDDCI or FBI.

6. The District will not provide auditors access to CHRI unless the auditor is authorized by the SDDCI or the FBI.

Security Incident Response Plan

All District employees will immediately report to the LASO information security incidents such as the theft or loss of physical records or the hacking or failure of electronic systems or suspicions that an incident has or will take place. The LASO will document receipt of all reports, investigate incidents and report incidents to SDDCI. LASO documentation will include (1) date of security incident, (2) location of security incident, (3) systems affected, (4) method of detection, (5) nature of security incident, (6) description of security incident, (7) actions taken/resolution, (8) current date, and (9) contact information for LASO.

Consequences

Employees who fail to keep background check results confidential or fail to follow this policy or any laws or rules regarding the access, receipt, use or dissemination of CHRI as required by law will be subject to disciplinary action up to and including termination. Unauthorized requests, receipts, release, interception, dissemination or discussion of CHRI may also result in criminal prosecution.

State Reference Description

SD Division of Criminal Investigation Guide for Noncriminal Justice Agency
SD Division of Criminal Investigation Non-Criminal Justice Agency User Agreement
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 (25) "Moral turpitude" defined
SDCL 22-1-2(9) "Crime of violence" defined
SDCL 22-24B-1 "Sex crimes" defined

Federal Reference Description

CFR Title 28 16.34 Procedure to obtain, change, correction or updating identification record
CFR Title 28 50.12 Exchange of FBI identification records

Adopted Date: 05/14/2007, Revised Date: 6/11/2018

NONCRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant who is the subject of a national (FBI) fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment), you have certain rights which are discussed below.

- You must be provided written notification¹ that your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared².
- If the FBI criminal background check reveals that you have a criminal history record, the officials making a determination of your suitability for the employment must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or update of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council³.

FBI rules prohibit the District from providing you a copy of the FBI record. You may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <https://www.fbi.gov/services/cjis/identity-history-summary-checks>.

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)

¹ Written notification includes electronic notification, but excludes oral notification.

¹ <https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement>

¹ See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 42 U.S.C. 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d)

Adopted: 8/14/17

¹ Written notification includes electronic notification, but excludes oral notification.

² <https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement>

³ See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 42 U.S.C. 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d)

Adopted: 8/14/17

PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

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 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 the hiring guide.

SUBSTITUTE TEACHERS

The employment of substitute teachers will be centralized for the district in the office of the Superintendent. Candidates selected will be recommended to the Board for placement on the list of approved substitutes. To the extent possible, substitute teachers must meet the requirement 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 Date: 05/14/2007, Review Date: 6/12/17

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.

<u>State Reference</u>	<u>Description</u>
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 (90)	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 on retirement

Adopted 11/10/14, Review Date 6/12/17

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.

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

If a change of assignment is deemed necessary by the Board, then the new assignment will be as nearly similar to the desired assignment as possible. The teacher's contract will stipulate the area of certification for which the teacher is employed.

Adopted Date: 05/14/2007, Review Date: 6/12/17

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.

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. 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.

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

Teachers

All teachers shall be required to be in their respective buildings by 7:45 a.m. prior to the start of school. Teachers shall also be in their assigned duty areas ten (10) minutes prior to the start of school. Teachers may leave after the close of school at 3:58 p.m., excluding times when the teaching staff may be required to stay longer for special meetings, such as IEP meetings, etc. On Fridays, days of emergency dismissal or on days preceding holidays or vacations, the teacher's day will end fifteen (15) minutes after the students have been dismissed.

Every effort will be made by the administration to provide a uniform work day for teachers at the various levels.

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

Adopted Date: 05/14/2007, Review Date: 6/12/17

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 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.

Adopted Date: 05/14/2007, Review Date: 6/12/17

PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES

Continuing professional growth and increasing effectiveness on the part of the entire staff are 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 inservice programs will be encouraged. Such opportunities may include, within budgetary limitations, special inservice courses and workshops, summer study grants, school visitations, and attendance at professional conferences and meetings.

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

1. Conducting district-wide assessment of inservice education needs;
2. Ranking inservice education need in relation to district goals;
3. Developing criteria for effective inservice 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 inservice education;
7. Establishing an inservice education committee composed of teachers and administrators;
8. Identifying resources for inservice education;
9. Assessing the effectiveness of inservice 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 allocation. The Board may authorize without loss of pay, teacher attendance at an annual professional association if the teacher is not away from his/her regular duties for more than three (3) consecutive days.

<u>State Reference</u>	<u>Description</u>
SDCL 13-26-4	Teacher-parent conference hours counted
SDCL 13-26-4.1	In-service training

Adopted Date: 05/14/2007, Review Date: 6/12/17

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 other 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.

State Reference

ARSD 24:57:02	Teacher evaluation process
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

Description

Policy Reference

CGB	BUSINESS MANAGER EVALUATION
CI	ADMINISTRATIVE STAFF EVALUATION
CBG	SUPERINTENDENT EVALUATION
GDN	SUPPORT STAFF EVALUATION

Adopted Date: 05/14/2007, Review Date: 6/12/17

REDUCTION IN PROFESSIONAL STAFF WORK FORCE

In the event the Board of Education of the Platte-Geddes School District #11-5 shall determine that it is necessary to reduce staff, the following shall be followed in the order listed:

1. An effort will be made to bring about the reduction through normal attrition, e.g. resignations, retirement and transfers. The Education Association will be notified, and its recommendations will be considered if received within 14 calendar days of issuance of the notice.
2. If a staff member has been notified that his/her position is being reduced and such a member is eligible for early retirement the Board shall waive the number of staff eligible for early retirement during that fiscal year. Such employee shall notify the board if it is their intent to take early retirement within 30 calendar days of the reduction in force notification.
3. Positions held by teachers with less than full certification for their current teaching assignment will be open to properly certified teachers who have been notified that their position(s) have been eliminated.
4. When determining which staff shall be reduced, the following, not necessarily listed in order of importance, will determine which professional staff person(s) will be reduced:
 - a. Years of experience in Platte-Geddes - Geddes Schools
 - b. Educational credit (i.e. certification, qualifications, educational background)
 - c. Experience in the area to be taught
 - d. Local, state and federal mandates
 - e. Administrative recommendation (i.e. prior evaluations, competency)
 - f. Curriculum needs
 - g. Other relevant considerations
5. The Board shall follow the provisions of state law in making staff reductions involving professional staff members on a continuing contract status

RECALL

Any teacher laid off pursuant to this policy shall have recall rights, within his/her respective classification, to any position for which he/she is or may become certified and qualified for a period of fifteen (15) months from the effective date of such layoff, and teacher(s) laid off shall be recalled to available positions in the reverse order of their layoff. Laid-off teachers shall be notified by registered mail, sent to the teacher's address on file with the board, of vacancies in positions within his/her respective classification for which they are qualified and certified. Failure to respond to such notification within fourteen (14) calendar days of mailing such notification shall result in termination of the teacher's rights of recall hereunder.

Adopted Date: 05/14/2007, Review Date: 6/12/17

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

If a professional staff member intends to resign from their 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.

State Reference

SDCL 13-43-6
SDCL 13-43-6.6

Description

Contents of contract of employment
Right to termination on statutory grounds

Adopted Date: 05/14/2007, Review Date: 6/12/17

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 his position due to poor health or disability.

The school district will make a severance payment of accumulated sick leave for certified employees who terminate their employment, but the payment will not be payable, to those employees who are dismissed for cause. The payment will be made in the following manner.

- a. \$10.00 per day for unused accumulated sick leave for teachers who have been employed for four (4) years or less
- b. \$15.00 per day for unused accumulated sick leave for teachers who have been employed for five (5) years or more.

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 include 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.

State Reference

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

Description**Federal Reference**

USC Title 29 Chapter 14	Age Discrimination in Employment
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Description

NEGOTIATED ITEM SEE ARTICLE VII IN THE MASTER AGREEMENT

Adopted Date: 05/14/2007, Revise Date: 6/12/17

VOLUNTARY SEPARATION PLAN

Voluntary Separation Plan:

1. Eligibility for Voluntary Separation:

Any certified staff member who has reached the age of fifty (50) prior to the first day of school term the voluntary separation takes effect and in which the eligible employee has not reached age sixty-three (63) prior to the first day of the school term the voluntary separation takes effect, may elect voluntary separation provided they have at least fifteen (15) years of service with the Platte-Geddes School District #11-5 or any other district organized into the Platte-Geddes School District #11-5. This voluntary separation plan shall not apply to any employee hired after the conclusion of the 2013-2014 school year.

2. Options, Obligations, and Opportunities for Voluntary Separation:

a. Voluntary separation as used herein, shall mean the voluntary severance of active employment with the Platte-Geddes School District #11-5.

b. Application for early retirement must be made in writing to the superintendent by the first Monday in March of the year in which retirement is to take effect. Retirement shall take effect the fall term following application.

c. The employee shall determine whether the cash payment shall be payable as 1) one-third of the amount to be received July 1 following retirement and one-third of the amount on each subsequent July 1 until paid in full, or 2) whether the amount available will be used to pay for the dental and health insurance premiums as fringe benefit until the available amount is exhausted. After the retirement fringe benefit amount is exhausted, the retiree may continue under the insurance as in section f. below at their expense. If the retiree wishes to discontinue the fringe benefit payments for health & dental insurance premiums, they may inform the district in writing 30 days in advance of the change. The retiree must select option 1) and the remaining amount will be distributed as indicated by the option 1).

d. Should the employee, who elects to receive the benefits contained herein, die before receiving such benefits, the school district shall continue payment of the undistributed benefits to the deceased employee's estate. The payments shall continue for the same amount of time as they would have had the employee lived throughout the benefit period.

e. The payment formula for voluntary separation payment is calculated by using 3% of the employees current salary and the employee's extra duty pay during the current year, or the employee's average annual total salary (determined by the salary schedule and extra duty pay) over the previous five (5) years, whichever is greater, multiplied by the factor of 15 (the factor of 15 being determined by 15 years of experience). (No more than twenty (20) years of service and no less than fifteen (15) may be used for credit in this voluntary separation plan.) Current salary as used in this formula shall be defined as the annual salary of the certified staff member as defined by the salary schedule. Extra duty pay as used in this formula shall be defined as the payment received by the staff member during the current year for any duty.

f. A staff member who elects to retire and has been in the system for ten (10) years, shall be extended the opportunity to participate in the then existing conversion health insurance program and/or the then existing dental program at his/her total expense, except as described under payment option 2) in section c. above, and providing such notice of intent to convert to the conversion policy is submitted to the group underwriter within 30 days of the elected retirement date. Such conversion will provide coverage until eligible for Medicare.

g. The total number of voluntary separation applications approved in any one fiscal year shall not exceed two (2) eligible employees. If more than two eligible employees apply in a given year, preference will be given to the retiree with the most number of years employed with the Platte-Geddes School District. The Board has the right to waive the maximum number allowed to take voluntary early retirement in any given year. If a staff member has been notified that his/her position is being reduced and such member is eligible for early retirement, the board shall waive the number of staff eligible for early retirement during that fiscal year. Such employee shall notify the board if it is their intent to take early retirement within 30 days of the reduction in force notification.

NEGOTIATED ITEM SEE MASTER AGREEMENT

Adopted Date: 05/14/2007, Review Date: 6/12/17

SUSPENSION WITHOUT PAY AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS

Suspension without pay and dismissal of professional staff members is the responsibility of the Board and will conform with the conditions and procedures specified in state law.

An employee may be suspended without pay or an employee's contract 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 suspension without pay or termination. The notice must specify the grounds for the recommendation, and inform the right to request a hearing.

State Reference

SDCL 13-10-15	Suspension or resignation for criminal conviction
SDCL 13-43-6.1	Just cause for termination or nonrenewal
SDCL 13-43-6.2	Written notice of intention to recommend 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 on statutory grounds
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

Description

Policy Reference

GCPDA	PROFESSIONAL STAFF MEMBER ADMINISTRATIVE LEAVE WITH PAY
AGA	CONTESTED HEARINGS

Adopted Date: 05/14/2007, Revised Date: 6/12/17

PROFESSIONAL STAFF MEMBER ADMINISTRATIVE LEAVE WITH PAY

The placement of a professional staff member on administrative leave with pay will be governed by the applicable collective bargaining agreement. In the absence of an applicable collective bargaining agreement provision, this policy will apply.

When there is reasonable cause to suspect employee breach of contract, poor performance, incompetency, gross immorality, unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the school district, the employee may be placed on paid administrative leave by the superintendent. Placement on paid administrative leave is for the purpose of stabilizing the situation and shall not constitute disciplinary action taken by the employer. While on paid administrative leave the employee will be temporarily disengaged from their responsibilities until the matter which resulted in the placement on paid administrative leave is concluded. An employee on paid administrative leave shall continue to receive all benefits of employment. The employee on paid administrative leave may subsequently be reinstated to his/her responsibilities or be notified of a recommendation that he/she be suspended without pay or a recommendation that his/her employment with the District be terminated.

State Reference

SDCL 13-10-2

SDCL 13-8-39

Description

General power of school boards to employ personnel

Management of schools by board - general powers

Policy Reference

GCPD

Description

SUSPENSION WITHOUT PAY AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS

Adopted 6/12/17

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 students 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.

Adopted Date: 05/14/2007, Review Date: 6/12/17

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 Date: 05/14/2007, Review Date: 6/12/17

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. This 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 this position.

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

Adopted Date: 07/01/2008, Review Date: 11/13/17

SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS

Non-certified staff employees are employees-at-will pursuant to SDCL 6-4-4 (i.e., an employment having no specified term may be terminated at the will of either party on notice to the other, unless otherwise provided by statute).

Non-certified staff employment contracts will identify the employee's hourly rate of pay. Any reference to pay on a monthly basis or over a nine, ten or twelve month period is given in order that the employee may be aware of the monthly and annual compensation should neither party terminate the contract. The Employment Agreement will additionally identify applicable employment benefits. Non-certified staff employees shall not work in excess of forty (40) hours per work week without prior written approval from employee's supervisor.

The Board will establish the rate of pay for the full-time, part-time and substitute support staff, including secretarial staff, aides, custodians, maintenance, bus drivers and cafeteria workers.

In establishing salaries 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.

State Reference

SDCL 13-10-2
SDCL 13-8-39

Description

General power of school boards to employ personnel
Management of schools by board - general powers

Adopted Date: 07/14/2008, Revised Date: 11/13/17

SUPPORT STAFF SUPPLEMENTARY PAY PLANS

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

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.

Adopted Date: 07/14/2008, Review Date: 11/13/17

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 as outlined in the Platte-Geddes Education Support Personnel Master Agreement.

State Reference**Description**

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 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

Adopted 12/08/14; Reviewed 11/13/17

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.

<u>State Reference</u>	<u>Description</u>
SDCL 3-18	Public employees' unions

Adopted 12/08/14; Reviewed 11/13/17

SUPPORT STAFF SICK LEAVE

Each full-time 12-month employee will be granted ten (10) days per year for sick leave. Each 9 and 10 month employee will be granted 9 days per year for sick leave. Sick leave days can accumulate to sixty (60) days. Sick leave may apply to illnesses within the immediate family, with the immediate family defined as: spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, and sisters-in-law.

Sick leave may be utilized for bereavement leave and may apply to deaths within the immediate family, with the immediate family defined as: Spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, and sisters-in-law.

Employees within the system, and remaining in the system who have reached the maximum number of accumulated sick leave days, will be reimbursed \$15.00 per day for each unused sick leave day in excess of sixty (60).

Sick leave will be deducted in increments of $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$, or 1 full day corresponding with the time the employee is absent.

Sick leave severance pay will be based upon sick leave. The District will make a severance payment of accumulated sick leave for employees who terminate their employment or are terminated, but payment will not be payable to those who are dismissed or terminated for cause within the contract year. The payment will be made in the following manner:

- \$10.00 per day for unused accumulated sick leave for employees who have been employed for four (4) years or less
- \$15.00 per day for unused accumulated sick leave for employees who have been employed for five (5) years or more

Sick Leave Bank:

- Each employee, to be eligible to participate in the Sick Leave Bank, shall notify the Business Manager, in writing, by the 1st day of the current school year. Employees who choose not to participate at this time will not be eligible for the current school year. To become eligible each employee will contribute two days of sick leave the first year and one sick leave day in the second year. If the eligible employee withdraws from the bank the first year, to remain eligible they will donate one additional sick leave day at the start of the next school term.
- To be eligible to withdraw days from the Sick Leave Bank, staff participating in the Sick Leave Bank must have used all sick leave (current and accumulated) and personal leave.
- The number of sick leave days the sick leave assistance committee may provide to a participant is 15 days. The participant may reapply to the committee for an additional 15 days supported by a physician's written statement. All requests from the sick leave bank will be on a first come first served basis.
- The sick leave assistance committee will be one member of the PG-ESP, one classified staff member from the High School/Middle School, one classified staff member from the Elementary, appointed by their respective groups for a two-year term, and the Superintendent. Committee recommendations will be made to the Platte-Geddes Board of Education for approval.
- If all the days in the bank are used up prior to the end of the school year, the bank will cease to operate during the year and will begin anew in the next school year. Days not used at the end of each year will remain in the bank.
- Employees will request leave from the sick leave bank by submitting a written request to the sick leave committee. (For request form see Appendix B)
- Days granted to classified staff from the sick leave bank shall be treated in the same manner by the District as the sick leave days that have been granted by the District or that has been accumulated.
- Employees who become disabled or retire will not be entitled to any days from the sick leave bank.
- Days contributed to the plan cannot be withdrawn when an employee terminates membership.
- Employees who retire will be able to donate unused sick leave to the sick leave bank if they so choose.
- Parental Leave: The sick leave bank may be accessed for maternity leave. The window allowed for maternity leave begins on child's date of birth and ends after six consecutive calendar weeks unless medical conditions require otherwise. Employees must first use all available personal leave and accumulated sick leave. The sick bank will grant paid leave for a maximum of twenty combined sick, personal, and requested sick bank days. Employees are eligible for 12 weeks of unpaid protected leave, per the Family and Medical Leave Act.

Payments received by an employee for worker's compensation will be subtracted from sick leave payments. Each employee will be responsible to report all payments received from worker's compensation to his supervisor.

FAMILY AND MEDICAL LEAVE
(Support Staff)

The 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 either 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.

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

Adopted Date: 07/01/2008, Reviewed: 11/13/17

FAMILY AND MEDICAL LEAVE (FMLA LEAVE) (Support Staff)

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.

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

Adopted Date: 07/01/2008, Reviewed: 11/13/17

SUPPORT STAFF VACATIONS AND HOLIDAYS

Holidays

The school calendar, as adopted by the Board, establishes holidays and school recess periods for the employees who work on teacher and/or students days.

Employees who work on a twelve (12) month basis will be granted seven (7) paid holidays as designated by the Board. They will be expected to report to work during school recess periods unless days during these periods are considered official and designated as paid holidays by the Board.

To qualify for holiday pay, the employee must be at work on the day before and the day following the holiday, unless his/her absence is approved on the basis of current leave policies.

Employees who work on a nine (9) or ten (10) month basis will be granted the aforementioned holiday that fall within their contract year.

Vacations

Vacation time for full-time non-certified employees will be as specified in individual contracts. Support staff employees will be given a reasonable and practical choice of vacation periods. Those with the greater seniority will be given preference.

LEGAL REF.: SDCL 1-5-1 (Holidays enumerated)

Adopted Date: 07/01/2008, Revised Date: 11/13/17

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/she 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.

State Reference

SDCL 13-10-2

SDCL 3-3

Description

General power of school boards to employ personnel

Veterans' preference in employment

Adopted Date: 07/01/2008, Reviewed: 11/13/17

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 12/08/14; Revised 11/13/17

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/she 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/her 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 Date: 07/01/2008, Review Date: 11/13/17

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.

Adopted Date: 07/01/2008, Review Date: 11/13/17

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.

Adopted Date: 07/01/2008, Review Date: 11/13/17

EVALUATION OF SUPPORT STAFF

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.

State Reference

SDCL 13-42-70

Description

Evaluation records and documents not open to inspection or copying

Policy Reference

CGB

BUSINESS MANAGER EVALUATION

CI

ADMINISTRATIVE STAFF EVALUATION

CBG

SUPERINTENDENT EVALUATION

GCN

PROFESSIONAL TEACHING STAFF EVALUATION

Adopted Date: 07/14/2008, Revised Date: 11/13/17

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 his 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 Date: 07/01/2008, Review Date: 11/13/17

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 12/08/14; Reviewed 11/13/17

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.

Adopted 12/08/14; Reviewed 11/13/17

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.

State Reference

SDCL 13-10-3

SDCL 13-10-4

SDCL 13-10-6

SDCL 13-10-8

SDCL 3-12

Federal Reference

USC Title 29 Chapter 14

Description

Group life and health insurance

Retirement pension agreement with employees

Tax levy for school retirement system

Discontinuance of retirement system by board

SD retirement system

Description

Age Discrimination in Employment

Adopted 12/08/14; Reviewed 11/13/17

SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS

The Board will strive to assist personnel to adjust 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.

<u>State Reference</u>	<u>Description</u>
SDCL 13-10-15	Suspension or resignation for criminal conviction
SDCL 13-10-2	General power of school boards to employ personnel
SDCL 13-8-39	Management of schools by board - general powers

Adopted Date: 07/01/2008, Reviewed Date: 11/13/17