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PERSONNEL GOALS

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

The Board's specific personnel goals are:

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

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

Adopted: March 9, 2015

EQUAL OPPORTUNITY EMPLOYMENT

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

Legal References:

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

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

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

Adopted: November 11, 1995

Reviewed: January 9, 2012

Reviewed: February 10, 2015

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 property 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 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.

Adopted: 2007

Reviewed: 1/9/2012

Revised: 2/13/2012

Legal Reference

SDCL 13-43-25

Cross References:

GBCA, Staff Conflict of Interest

GBCB, Staff Conduct

GBCBA, Freedom of Expression

Note: Teachers should also abide by the code of ethics for the teaching profession, developed by the state Professional Teachers Practices and Standards Commission (PTPSC).

STAFF CONFLICT OF INTEREST

Employees of the Board will not engage in no have financial interest, directly or indirectly, in any activity that conflicts (or raises 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. They will not furnish the names of students or parents to anyone selling these materials.

No employees of the Harding County School District will order for or sell any wholesale items to private individuals. This includes staff members as well as public community members. Wholesale items will be ordered for school sponsored classes, events, or fundraisers.

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 related to him or her who is within the third degree of consanguinity or is his or her spouse.

Neither the spouse of a Board member, nor any person who is related to a Board member within the third degree on consanguinity, will be employed in the district, except by a unanimous vote by the Board.

Adopted: 4/11/1985

Reviewed: 1/9/2012

Updated: 2/13/2012

Legal Reference

SDCL 13-20-2.1

13-43-1

6-1-1

6-1-17

Constitution of the State of South Dakota, Art. VIII, Sec 17

Cross References:

BBFA, Board Member Conflict of Interest

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 operation 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 time 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 of students, including the need to ensure that students are under supervision at all times;
6. Maintains a purely professional relationship with students; does not engage in intimate, personal, and/or sexual activities with students.

Violation of any of the above will result in termination of the staff member's contract.

Adopted: 5/11/1987

Reviewed: 1/9/2012

Legal Reference

SDCL 13-8-44
13-43-28

Cross References:

GCPD, Suspension and Dismissal of Professional Staff Members
Article 24:08:03, Code of Professional Ethics

FREEDOM OF EXPRESSION

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

Adopted: March 9, 2015

SEARCH & SEIZURE

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

Individuals using district-owned property (system users) shall have not 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 not 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.

Adopted: 2007

Reviewed: 2012

Revised: 2/13/2012

Legal Reference

SDCL 13-5-1
13-8-39

Cross References:

EMPLOYEE USE OF NETWORKING SITES

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

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

Proscribed conduct includes:

Improper fraternization with students.

Listing students as friends on networking sites.

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

Inappropriate email or phone contact with students.

Posting items containing inappropriate sexual content.

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

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

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

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

Adopted: 2/13/2012

Revised: 5/11/2015

HARDING COUNTY SCHOOLS

STAFF HEALTH AND SAFETY

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

WORKERS' COMPENSATION

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

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

Legal References:

- SDCL 13-10-9 (Liability insurance for protection of employees)
- SDCL 62-1-2 ("Employer" defined)
- SDCL 62-3-3 (Employer and employee bound by provisions of title)

Adopted: March 9, 2015

EMPLOYEE COMMUNICABLE DISEASES

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

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

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

The advisory committee may be composed of:
a representative from the State Health Department;
the employee's physician;
the employee and/or designee;
the school health service's supervisor;
the superintendent or designee; and
other appropriate school personnel.

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

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

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

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

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

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

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

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

Adopted: September 22, 1986

Amended: August 13, 2001

Revised: April 13, 2015

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

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

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

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

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

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

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

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

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

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

Adopted: August 13, 2001

Reviewed: April 13, 2015

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

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 and 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 wishes to continue employment 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.

Adopted: April 13, 2015

Legal Reference
SDCL 13-43-15.1

DISTRICT INVOLVEMENT IN POLITICAL ACTIVITY

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

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

However, the board prohibits the following actions:

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

SCHOOL AS POLLING PLACE

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

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

Adopted: 5/11/2015

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

prohibited)

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

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

Cross References: GBG: Staff Participation in Political Activities

KMI: Relations with Political Organizations (Public Funds)

KG: Community Use of School Facilities

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

NO SMOKING POLICY

The Board of Education recognizes that tobacco and tobacco smoke pose a serious threat to the health and well-being of the District's students and employees. Therefore, the Board expresses the following policy. The policy applies to all individuals regardless of age and regardless of whether they may legally use the products.

1. The use of tobacco products shall be forbidden anywhere in the Harding County School Buildings and on the school grounds.
2. The term tobacco products means smoke and smokeless products or any other tobacco/ nicotine delivery system.

(Adopted December 12, 2000)

(Revised: May 10, 2010)

DRUG & ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

The school district shall adhere to federal law and regulations requiring a school bus driver drug and alcohol testing program.

The superintendent shall implement this policy beginning January 1, 1996.

Prohibitions

No driver shall report for duty or remain on duty required the requiring the performance of safety sensitive functions while having an alcohol concentration of 0.04 or greater.

Safety-sensitive functions include on-duty functions performed form the time a driver begins work or is required to be ready to work until he/she is relieved from work and all responsibility for performing work. It includes driving; waiting to be dispatched; inspecting and servicing equipment; supervising; performing or assisting in loading and unloading; repairing or obtaining and waiting for help with a disabled vehicle; performing driving requirements related to accidents; and performing and other work for the district to paid work for and other entity.

No driver shall be on duty or operate a commercial motor vehicle while the driver possess alcohol.

No driver shall use alcohol while performing safety-sensitive functions.

No driver shall perform safety-sensitive functions within four hours after using alcohol.

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate the commercial motor vehicle.

No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

Testing

School bus drivers shall be subject to a drug and alcohol testing program that fulfills the requirements of title 49, part 382 of the Code of Federal Regulations. Other persons who drive vehicles designed to transport 16 or more passengers, including the driver, are likewise subject to the drug and alcohol testing program.

Pre-employment Test

Drug test shall be conducted before the first time a driver performs any safety-sensitive function for the district.

Drug and Alcohol Testing for School Bus Drivers

The pre-employment drug test shall be required of any application only after he/she has been offered the position.

Exceptions may be made for drivers who have participated in the drug testing program required by law within the previous 30 days, provided the district has been able to make all verifications required by law.

Post-Accident Tests

Alcohol and controlled substance tests shall be conducted as soon after an accident as practicable on any driver;

1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved loss of human life; or
2. Who received a citation under state or local law for a moving traffic violation arising from the accident.

A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. This shall not be construed to require the delay or necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

No such driver shall use alcohol for eight hours after the accident, or until after he/she undergoes a post-accident alcohol test, whichever occurs first.

If an alcohol test is not administered within two hours or if a drug test is not administered within 32 hours, the district shall prepare and maintain records explaining why the test was not conducted. Tests need not be given if not administered within eight hours after the accident for alcohol or within 32 hours for drugs.

Tests conducted by authorized federal, state, or local officials will fulfill post-accident testing requirements provided they conform to applicable legal requirements and are obtained by the district. Breath test will validate only the alcohol test and cannot be used to fulfill controlled substance testing obligations.

Random Tests

Tests shall be conducted on a random basis at unannounced times throughout the year. Tests for alcohol shall be conducted just before; during or just after the performance of safety-sensitive functions. Drivers shall be selected by a scientifically valid random process and each driver shall have an equal chance of being tested each time selections are made.

Reasonable Suspicion Tests

Tests shall be conducted when a supervisor or district official trained in accordance with law has a reasonable suspicion that the driver has violated the district, alcohol or drug prohibitions. This reasonable suspicion must be based on specific, contemporaneous, articulable observations conceding the driver's appearance, behavior, speech, or body odors. The observations may include indications of the chronic and withdrawal effects of controlled substance.

Alcohol tests are authorized for reasonable suspicion only if the required observations are made during, just before or just after the period of the work day when the driver must comply with alcohol prohibitions. An alcohol test may not be conducted by the person who determines the reasonable suspicion exists to conduct such as test. If an alcohol test is not administered within two hours of a determination of reasonable suspicion, the district shall prepare and maintain a record explains why this was not done. Attempt to conduct alcohol tests shall terminate after eight hours.

A supervisor or district official who makes a finding of reasonable suspicion shall also make a written record of his/her observations leading to a reasonable suspicion drug test within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

Return-to-Duty Test

A drug or alcohol test shall be conducted when a driver who has violated the districts, drug or alcohol prohibition returns to work to perform safety-sensitive duties.

Employees whose conduct involved drugs cannot return to duty in a safety-sensitive function until the return-to-duty drug test produces a verified negative result.

Employees whose conduct involved alcohol cannot return to duty in a safety-sensitive function until the return-to-duty alcohol test produces a verified result that meets federal and district standards.

Follow-up Tests

A driver who violated the districts' drug or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a drug or alcohol problem shall be subject to announced follow-up testing as directed by the substance abused professional in accordance with the law. Follow-up alcohol testing shall be conducted just before, during, or just after the time when a driver is performing safety-sensitive functions.

Records

Employee drug and alcohol test results shall be maintained under strict confidentiality and released only in accordance with law. Upon written request, a driver shall receive copies of any records pertaining to his/her use of drugs or alcohol, including any record pertaining to his/her drug or alcohol tests. Records shall be made available to a subsequent employer or other identified persons only as expressly requested in writing by the driver.

Notifications

Each driver shall receive educational materials that explain the requirements of the Code of Federal Regulations, Title 49, Part 382, together with a copy of the districts' policy and regulations for meeting these requirements. Representatives of employee organizations shall be notified to the availability of the information. The information shall identify;

1. The person designated by the district to answer driver questions about the material,
2. The categories of drivers who are subject to the Code of Federal Regulations,
3. Sufficient information about the safety-sensitive functions performed by drivers to make clear what period of the work day the driver is required to comply with Part 382,
4. Specific information concerning driver's conduct that is prohibited by Part 382,
5. The circumstances under which a driver will be tested for drugs and/or alcohol,
6. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing process, safeguard the validity of test results and insure that test results are attributed to the correct driver,
7. The requirement that driver submit to drug and alcohol tests,
8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences,
9. The consequences for drivers found to have violated the drug and alcohol prohibitions of Part 382, including the requirement that the driver be removed immediately from safety-sensitive functions and the procedures for referral, evaluation, and treatment,
10. The consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04, and
11. Information concerning the effects of drugs and alcohol on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or coworkers); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.

Each driver shall sign a statement certifying that he/she has received a copy of the above materials.

Before any driver operates a commercial motor vehicle, the district shall provide him/her with post-accident procedures that will make it possible to comply with post-accident testing requirements.

Before performing a drug or alcohol test, the district shall notify drivers that the drug or alcohol test is required by Code of Federal Regulations, Title, 49, Part 382.

The district shall notify a driver of the results of a per-employment drug test if the driver requests such results within 60 calendar days of being notified of the dispositions of his/her employment application.

The district shall notify a driver of the results of random, reasonable suspicion and post-accident drug test if the test results are verified positive. The district shall also tell the driver which controlled substance(s) were verified as positive.

Drivers shall inform their supervisors if at any time they are using a controlled substance which their physician has prescribed for therapeutic purposes. Such substance may be used only after the physician has advised the driver that it will not adversely affect his/her ability to safely operate a commercial vehicle.

Enforcement

No driver shall refuse to submit to a post-accident alcohol or controlled substance test, a random alcohol or uncontrolled substances test, a reasonable suspicion alcohol or controlled substances test, or a follow-up alcohol or controlled substance test.

Any driver who refuses to submit to a post-accident, random, reasonable suspicion, or follow-up test shall not perform or continue to perform safety-sensitive functions.

A driver who is tested and found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not perform or continue to perform safety-sensitive functions including driving a commercial motor-vehicle until the start of the driver's next regularly scheduled duty period, but not less than 24 hours after the test was administered.

A driver who in any other way violated district prohibitions related to drugs and alcohol shall receive from the district the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs available to evaluate and resolve drug and alcohol-related problems. The employee shall be evaluated by a substance abuse professional who shall determine what help, if any, the driver needs in resolving such a problem. Any substance abuse professional who determines that a driver needs assistance shall not refer the driver a private practice, person or organization in which he/she has a financial interest, except under circumstances allowed by law.

An employee identified as needing help in resolving a drug or alcohol problems shall be evaluated by substance abuse professional to determine that he/she has properly followed the prescribed rehabilitation program and shall be subject to unannounced follow-up tests after returning to duty.

Any driver who refuses to submit to a pre-employment post-offer drug test shall not perform safety-sensitive functions.

Adopted: 12/11/1995

Legal Reference

49 USC & 2717; 49 CFR, Parts 40, 382, and 395

PERSONNEL RECORDS

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

CONFIDENTIALITY

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

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

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

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

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

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

TYPES OF INFORMATION

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

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

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

USE OF PERSONNEL RECORDS

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

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

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

PARENTAL NOTICE

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

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

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

Reviewed: 02/07/2013

Revised: 06/17/2014

Reviewed: 5/11/2015

Legal

References:

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

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

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

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

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

STAFF COMPLAINTS AND GRIEVANCES

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

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

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

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

Adopted: February 10, 1992

Revised: May 14, 2001

Revised: May 11, 2015

Legal References: SDCL 3-18-1 (Employees subject to chapter)
SDCL 3-18-1.1 (Grievance defined)
SDCL 3-18-15 (Right of employee to expression of grievance)
SDCL 3-18-15.1 (Grievance procedures to be established)
SDCL 3-18-15.2 (Appeal to department)
SDCL 3-18-15.3 (Grievance procedure adopted in absence of action)

**STAFF COMPLAINTS AND GRIEVANCES
(Procedures)**

Article I

Definitions:

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

Article II

Purpose:

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

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

Article III

Procedure:

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

Article IV

Informal Procedures:

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

Article V

Formal Procedures:

LEVEL ONE - School Principal, Immediate Supervisor or Other Administrator

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

LEVEL TWO - Superintendent of Schools

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

LEVEL THREE - Board of Education

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

LEVEL FOUR

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

Article VI

Miscellaneous:

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

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

Adopted: May 11, 2015

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

SEXUAL HARASSMENT

It is the policy of the Harding County School District 31-1 that all of our employees and students should be able to enjoy an atmosphere free from all forms of discrimination, including sexual harassment.

Sexual harassment infringes on an employee and/or student's right to a comfortable environment, and is a form of misconduct which undermines the integrity of the relationship. No employee or student – male or female – should be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical.

Sexual harassment does not mean occasional compliments of a socially acceptable nature. Sexual harassment refers to conduct which is offensive to the individual, which harms morale, and which interferes with the effectiveness of our school district.

A learning and working environment that is free from sexual harassment will be maintained in the Harding County School District 31-1. It will be a violation of policy for any member of the District staff to harass another staff member or student, or for students to harass other students or staff, through conduct or communication of a sexual nature as defined by this policy.

Administrators and supervisors will make it clear to their staff and students that sexual harassment is prohibited by Board policy and is grounds for disciplinary action. Administrators will use staff meetings and in-service sessions and student assemblies to inform employees and students of their right and remedies under the law.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when (1) submission to such conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or rejecting employment, or of obtaining and education, advancement or grade, (2) submission to or rejection of such conduct or communication by an individual is used as a factor in decisions affecting such individual's employment or education, or (3) such conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education or creating intimidating, hostile, or offensive employment or education environment.

Sexual harassment, as defined above, may include, but is not limited to:

1. Sex oriented verbal "kidding," abuse, or harassment;
2. Pressure (subtle or otherwise) for sexual activity;
3. Repeated remarks to a person, with sexual or demanding implications;
4. Unwelcome touching, such as patting, pinching, or constant brushing against another's body;
5. Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's grades, employment status, or similar personal concerns

Any person who believes he or she has been a victim of sexual harassment by any employee or student of the school district or any third person with knowledge of belief of conduct which may constitute sexual harassment, should report the alleged acts immediately to the appropriate school district official.

If the official designated is the person alleged to have sexually harassed another, the complaint may be made to any other administrator or directly to the Board president. Filing of a complaint or otherwise reporting sexual harassment will not reflect upon the individual's status or affect future employment, work assignments or grades.

The right to confidentiality, both of the complainant and of the accused, will be respected consistent with the school districts legal obligations and with the necessity to investigate allegations of harassment and to take disciplinary action when this conduct has occurred.

A substantiated charge against a school district staff member will subject such member to disciplinary action, which may include discharge.

A substantiated charge against a student in the school district will subject that student to disciplinary action, which may include suspension or expulsion, consistent with student disciplinary policies.

Notice of this policy will be circulated to all district schools and departments and incorporated in teacher and student handbooks.

I. INVESTIGATION AND ACTION PROCEDURE

A. After receiving a verbal or written report, the Supervisor and Title IX Coordinator or their designee, shall conduct an investigation and make written recommendation within fourteen (14) working days to the Superintendent.

B. In conducting the investigation, the Coordinator will consider:

1. What is the relationship between the accused and the accuser?
2. The exact nature of the alleged harassment.
3. How frequently the behavior occurred.
4. Was the behavior directed at one or more persons?
5. How was the behavior reported?
6. Were there witnesses?
7. Have other complaints been brought against the same person?
8. Would the behavior have been offensive to any reasonable employee or student?

C. To answer the above items the Coordinator will:

1. Discuss the complaint separately with both the accused and the accuser.
2. Interview any and all witnesses to the incident.
3. Interview others who may have been victims of the accused.
4. Interview coworkers of the accused to determine if other witnesses exist and to determine if work or school has declined since the incidence.
5. Interview others to whom the victim may have related the events.
6. Interview principal or other supervisors to determine if there is an awareness of this or any other similar incidents.
7. Consider the facts of the allegation, case law, state and federal laws and regulations, and this policy in consultation with the District's attorney.

D. Because of legal requirements, the Coordinator will then make a recommendation to the Superintendent as to the (1) validity of the charge and (2) what action, if any,

should be taken to resolve the complaint.

Action may but shall not be required to include progressive discipline up to and including termination, probation, suspension, or expulsion, and/or counseling or other rehabilitation effort.

E. Employees and students who believe they have been or are being sexually harassed should inform the individual and his/her behavior is unwelcome, offensive, or inappropriate. In the event such behavior continues, the student or employee should:

1. Discuss the incident(s) with the Supervisor and Title IX Coordinator
2. Keep a record of the discussion and the incidents leading up to the discussion. Include dates, times, places, witnesses, and any notes or letter or other materials.

II. PROHIBITION AGAINST RETALIATION

The District strictly prohibits retaliation against any employee or student because he or she has made a report of alleged sexual harassment, or against any employee or student who has testified, assisted, or participated in the investigation of a report. Retaliation includes, but is not limited to, any form of reprisal or adverse pressure, including the accused discussing the allegation directly with the accuser except where such discussion has been arranged and facilitated by the Title IX Coordinator. Retaliation itself is a violation of federal and state laws prohibiting discrimination and may lead to separate disciplinary action against the offender.

Adopted: 12/13/1993

Legal Reference

Civil Rights Action, Title VII
1972 Educational Amendments, Title IX
45 CFR Part 86 Regulations

COMPLAINT AND CONSENT TO INVESTIGATE ALLEGATIONS OF SEXUAL HARASSMENT

Pursuant to its policy to prohibit and prevent sexual harassment, the HARDING COUNTY SCHOOL DISTRICT NO. 31-1 provides this form to receive allegations of misconduct which have been suffered by any person covered by the District's Sexual Harassment Policy. The allegations set forth in this complaint form will serve as the basis for an investigation to be carried out promptly. In order to protect, a complaining party's rights of privacy and in order to avoid disclosure of facts when such disclosure is not authorized by a complaining party, this form permits you as a complaining party to authorize disclosure of the facts contained in this form as they be required in the sound discretion of the investigator. This form also authorizes you to withhold certain facts set forth in this complaint in the course of an investigation. You should be aware that limitations of disclosure of certain information contained in this complaint may hinder and in some cases prevent the District from fully carrying out its policy to prohibit and prevent sexual harassment. By signing Form B with limitations of the disclosure permitted, you should also understand that an investigation may not be possible due to due process limitations on the District. Each employee of the District has a right to his or her good reputation unless a full and fair opportunity to confront allegations of misconduct is provided to such employee. Your signature below will be deemed to be an acknowledgement on your part that you have fully read this complaint form and that you have understood it. Your signature on this form will further indicate that you have sought any professional or collegial advice you have deemed appropriate and that the allegations contained in this form have been voluntarily given and have neither been encouraged nor discouraged by the District.

COMPLAINT

Name (complaining party) _____

Date(s) of occurrence of events complained of _____

Nature of complaint. Please set forth, in the space provided below, with specificity and detail, the events of which you complain.

Name of witnesses that you are aware of to any of the events that you complain of

(Complaining Party's Signature)

Where Complaining Party may be reached: _____

Telephone Number(s):

(1) _____
(2) _____
(3) _____

Date such complaint was filed _____, 19 _____.

GENERAL AUTHORITY TO DISCLOSE INFORMATION

I understand that the HARDING COUNTY SCHOOL DISTRICT NO 31-1 will be conducting an investigation of my complaint. By affixing my signature to this paragraph, I authorize the investigator to disclose such portions of the information I have set forth in my complaint and which I may provide in the future with respect to this complaint. By affixing my signature to this paragraph, I hold harmless the District and its duly authorized investigator for any claim I may have resulting from the disclosure of any facts set forth in this complaint when such disclosure occurs in the course and scope of the investigation. By signing this paragraph, I acknowledge that I have read it fully and understand its contents.

(Complaining Party's Signature)

Date _____, 19 _____

LIMITED AUTHORITY TO DISCLOSE

I understand that the HARDING COUNTY SCHOOL DISTRICT NO 31-1 will be conducting an investigation of my complaint. However, it is my wish that certain facts set forth in this complaint not be disclosed to others or that certain facts be disclosed only to such persons as I specifically direct. The information which I wish to be disclosed to no one during the course of any investigation is as follows:

Below is listed factual information that I do not wish to have generally disclosed. Beside each specific fact stated below I have provided the name or names of those during the course of any investigation to whom I specifically authorize you to disclose such information:

I specifically acknowledge by signing this paragraph, rather than the general authority paragraph, that I may have placed limitations on the investigation which may make it difficult or impossible for the District to fully resolve my complaint.

Complaining Party's Signature

Date _____, 19_____

PROFESSIONAL STAFF POSITIONS

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

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

Adopted: May 11, 2015

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

JOB DESCRIPTION: TEACHER

TITLE: Teacher

QUALIFICATIONS:

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

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

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

PERFORMANCE RESPONSIBILITIES:

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

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

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

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

Adopted: August 12, 1985

Revised: May 11, 2015

JOB DESCRIPTION: PRINCIPAL

TITLE: Principal

QUALIFICATIONS:

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

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

SUPERVISES: Staff members designated by the Board or the Superintendent

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

PERFORMANCE RESPONSIBILITIES:

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

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

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

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

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

Reviewed: 02/07/2013

Revised: 01/01/2007

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

JOB DESCRIPTION
ACTIVITIES DIRECTOR

HARDING COUNTY SCHOOL DISTRICT

POSITION: Activities Director

QUALIFICATIONS: As determined by the board.

REPORTS TO: Superintendent of Schools.

PERFORMANCE RESPONSIBILITIES

MANAGEMENT

Supervises directors of the various extra-curricular programs, assigning and clarifying roles and responsibilities of directors.

Coordinates all transportation to and from inter-scholastic activities to include obtaining qualified bus drivers, planning the itinerary for travel and making necessary lodging arrangements when necessary.

Maintains an accurate and up-to-date filing system for all activities to include schedules, contracts, eligibility forms and other appropriate materials.

Provides for the adequate supervision of students participating in the extra-curricular program.

Has charge of the care and orderliness of facilities and equipment relating to extra-curricular program.

Supervises the inventory, storage and care of the activity equipment.

Arranges practice schedules, locker room use, field use and gym use for all activities.

Determines that all participants have had a physical examination, turned in signed parental permission to participate forms and consent for medical treatment forms.

Provides the office with a list of participants and rosters for games.

Keeps records of the results of all athletic contests and maintains a file of all award winners and orders all awards (football, cheerleading, wrestling, girls' and boys' basketball, girls' and boys' track, plays, publishing, Rally Day, Destination Imagination, instrumental and vocal music and speech).

Informs the office in advance, regarding time of events and students and personnel who will be absent due to activities and contests. This should be done by no later than Friday afternoon for events the following week.

Supervises all home activities.

Hires officials and assumes responsibility for filing copies of these forms in business manager's office.

Assumes responsibility for the organization and scheduling of all interscholastic events and providing office with a copy.

Evaluates all directors, coaches and assistant coaches.

Prepares timely reports and forms required by the South Dakota High School Activities Association in format suitable for typing.

Requisitions, in cooperation with appropriate staff, supplies, uniforms, and equipment for activity program.

Provides leadership in maintaining a businesslike and professional set of expectations for directors and coaching staff.

Establishes, maintains and up-dates the school's master activities calendar and provides information for the monthly calendar for the secondary school staff clearing scheduled events with the office and providing a written copy.

Final checkout with coaches or supervisors of all activities.

Obtain timekeepers, scorers, referees and other officials for all home activities.

Performs other duties as assigned.

Adopted August 12, 1985

Revised, August, 2004

JOB DESCRIPTION
GUIDANCE COUNSELOR
HARDING COUNTY SCHOOL DISTRICT

POSITION: Guidance Counselor

QUALIFICATIONS: Valid South Dakota Elementary or Secondary Counselor's certificate.

Desired: Above, plus one year guidance experience.

REPORTS TO: Appropriate Administrator

JOB GOAL: To provide guidance and counseling services as per guidance plan.

PERFORMANCE RESPONSIBILITIES
AS GUIDANCE COUNSELOR

INSTRUCTIONAL

Performs the activities as defined in the position description and reports to the designated director.

Assists in curriculum implementation and assessment

Provides data on student needs and performances to all staff members. Provides leadership and services in the attainment of the "District Goal"

BUSINESS

Makes budgetary recommendations to the Principal or appropriate administrator.

GENERAL DUTIES

Counsels individual students of all abilities with personal, social and/or educational problems.

Confers with parents, faculty, and community agencies concerning student and school problems.

Records pertinent data in students' cumulative folders.

Coordinates group counseling for students of all abilities who may experience similar personal, social, and academic difficulties.

Directs the collecting of follow-up evaluations on students.

Assists with student scheduling and schedule changing.

Assists with teacher and parent consultation relating to scheduling and courses of study.

Participates in program planning and curriculum development for the school.

Coordinates counseling services with community service organizations and other school districts.

Interprets the counseling services to the community and to the schools.

Coordinates with the Director of Special Education the referral of students to county or regional psychologist, family counseling service and other community service organizations.

Coordinates school's testing program and test interpretations for Kindergarten through 12 students, teachers, parents, and administration.

Actively maintains contacts with the community via informing the School Board, parent groups, and service and church organizations concerning student counseling services.

Acts as a liaison person between student, parent and teachers for:

- a. conferences
- b. information coordinator
- c. moderator at conference (if requested)

Provides information to the Welfare Department, probation, family counseling service and to other school districts concerning students.

PERSONAL QUALITIES

Maintains high standards of ethics, honesty, and integrity in all professional matters.

Promotes professional growth through attendance at school administrator's conferences and meetings.

OTHER

Performs other duties as determined by the Superintendent or Board.

[Adopted October 14, 1985]

JOB DESCRIPTION
Teacher's Aide

Qualifications

1. A high school graduate or GED
2. Able and willing to take direction
3. Must be able to keep confidential information inviolate
4. Will not discuss classroom or school procedures to those outside of the school setting
5. Gets along well with children, teachers, administrators, and parents
6. Has a positive attitude about helping children learn

Expectations

1. Teacher Aides are not to give instruction except under the close supervision of the teacher in charge.
2. Teacher Aides share in the supervision of children on the playground, during lunch, field trip, or other non-instructional activities.
3. Teacher Aides may correct student's work at the discretion of the supervising teacher.
4. Teacher Aides work directly under the supervision of the classroom teacher who is responsible for assigning work. This may include copying, assisting with classroom displays/learning centers, assisting with computer instruction, assisting with art, music, and P.E. activities, as well as assigned curricular activities.
5. Teacher Aides will demonstrate knowledge of school policies by reviewing teacher and student handbooks.
6. Teacher Aides will review with classroom teacher daily/weekly lesson plans.

Workplace Skills

1. Demonstrates good attendance
2. Demonstrates punctuality
3. Self motivation-Completes tasks as they need to be done
4. Demonstrates constructive use of undirected time

(Adopted May 8, 2000)

ATHLETIC COACH JOB DESCRIPTION

POSITION: Athletic Coaches, Assistants, and Cheerleader Advisors

QUALIFICATIONS: Endorsement in the area assigned to coach or authority to direct activity (signed by State Supt.)

PERFORMANCE RESPONSIBILITIES

PRACTICE SESSIONS - THE COACH:

1. Is in attendance and actively supervises all practice sessions
2. Supervises locker room when occupied by students
3. Organizes practice sessions so time allotted is spent to the benefit of the students
4. Conducts practices in a manner that lends to the safety of the students
5. Ensures that students are properly attired
6. Demands from and gives respect to students

GAMES - THE COACH:

1. Is in attendance prior to students arrival
2. Sets time for students to report for game and/or bus leaving time
3. Displays good sportsmanship and sets high standards for students
4. At away contests, inspects locker room before players enter and after players leave
 - a. reports vandalism to opponent in charge and to high school principal upon return
5. Sees to it that players dress appropriately both on and off the court/field
6. Provides the principal with a list of students before they leave for an out of town contest
7. Turns in school owned uniforms after each contest
8. Reports scores to media as soon as practical after the contest
9. In absence of administration, decision on returning home shall be made by the coach

MANAGEMENT -THE COACH

1. Is responsible for the care of the inventory entrusted to him/her
2. Is responsible for the check-in of all uniforms and equipment at the end of the sport season
3. Is responsible for obtaining physical slips, parents' permission slips, and insurance forms on all students and in turn shall turn them in to the A.D.
4. Reports misconduct of students to the principal
5. Is in charge of student discipline on and off the court/field, to and from contests
6. Enforces all rules in the student and athletic handbooks

NON-ATHLETIC ADVISOR JOB DESCRIPTION

Non-athletic advisors/coaches, etc. shall be an integral part of the extra-curricular program and shall have the following responsibilities.

JOB GOAL: To provide all participating students with a positive learning experience within and outside the school atmosphere.

QUALIFICATIONS: The ability to work with children and be able to approach the activity in a positive manner. He/She must be willing to work positively with other staff members or advisors or coaches.

RESPONSIBILITIES:

- 1) Provide organization of activity to all involved (students, staff, parents, etc.)
- 2) Supervise students at all and any practices, meetings, and competitions
- 3) Ensure all necessary paperwork is on file for:
 - a. medical release
 - b. parental permission
 - c. vehicle request or transportation arrangements
 - d. necessary applications
 - e. co-ordinate necessary financial arrangements with business manager
- 4) History Day and OM Coordinators will be accountable to the Activities Director
- 5) OM Coaches will be accountable to, the OM Coordinator and History Day Teachers will be accountable to the History Day Coordinator
- 6) Prom/Yearbook/National Honor Society/School Play Advisors shall accountable to the respective Principals
- 7) Shall require written Parental Release for any variance from the transportation that is provided by the district
- 8) Event Concession Advisor shall be accountable to the Activities Director and shall follow set guidelines

JOB DESCRIPTION: HEAD COOK
HARDING COUNTY SCHOOL DISTRICT NO. 31 -1

FUNCTION

To provide each school child with food of high nutritious quality in an atmosphere of cleanliness, cheerfulness, and personal caring.

POSITION SUPERVISOR

Superintendent.

RESPONSIBILITIES

1. Purchases and maintains an inventory of all foods, supplies, and equipment.
2. Plans and checks all menus for school lunches and special dinners.
3. Checks all bills and purchase orders for accuracy before presenting them for payment.
4. Plans disposition of government commodities as part of the ongoing food service program.
5. Supervises the planning and preparation of any special meals required for district sponsored events.
6. Supervises and organizes other helpers in the performance of kitchen duties.
7. Opens the kitchen in the morning.
8. Prepares the meals as described on the master menu plan.
9. Helps serve the meals.
10. Keeps equipment clean and in running order. Reports all repair problems to the superintendent.
11. Completes correspondence, reports, forms, and documents generated by the Department of Education and Cultural Affairs and the school administration.

REQUIREMENTS

1. The head cook shall hold a High School Diploma from a regionally accredited High School.

BENEFITS

1. The head cook's salary and benefits are set by the Harding County School Board.

JOB DESCRIPTION: COOK
HARDING COUNTY SCHOOL DISTRICT NO. 31 -1

FUNCTION

To provide each school child with food of high nutritious quality in an atmosphere of cleanliness, cheerfulness, and personal caring.

POSITION SUPERVISOR

Head Cook.

RESPONSIBILITIES

1. Completes the work required to keep the lunch program running. The direction will be given by the Head Cook.
2. Supervises the planning and preparation of any special meals required for district sponsored events.
3. Helps in the performance of kitchen duties.
4. Prepares the meals as described on the master menu plan.
5. Helps serve the meals.
6. Keeps equipment clean and in running order. Reports all repair problems to the Head Cook.

REQUIREMENTS

1. The cook shall hold a High School Diploma from a regionally accredited High School.
2. Demonstrated aptitude or competence for assigned responsibilities.

BENEFITS

1. The cook's salary and benefits are set by the Harding County School Board.

JOB DESCRIPTION: MAINTENANCE SUPERVISOR
HARDING COUNTY SCHOOL DISTRICT 31-1

FUNCTION

The maintenance supervisor is responsible for the scheduling and supervision of the custodial staff, upkeep and care of the mechanical equipment used in the building and on the grounds, taking care of the boiler and heating systems including checks for safety, completing minor repairs on the building and equipment, scheduling/hiring bus drivers, maintaining buses and vehicles and handling fire inspections and water well maintenance and testing.

POSITION SUPERVISOR

Superintendent of Schools, or Principal, if Superintendent is not available.

RESPONSIBILITIES


SUPERVISION:

1. Scheduling and supervision of the custodial staff in the general cleaning and maintaining of all the buildings in the school district.
2. Supervises student helpers in the performance of general cleaning duties.
3. Helping with custodial duties for all school activities when needed.
4. Performs general operation and maintenance responsibilities as directed by the supervisor.
5. Being in charge of finding substitutes for custodial staff.

GENERAL MAINTENANCE AT BUFFALO SITE:

1. Sweeping and cleaning sidewalks, shoveling snow, mowing the grass, spraying weeds, and generally keeping the premises and grounds in a neat and orderly condition.
2. Keeping the buildings in a clean, neat and orderly condition.
3. Making minor repairs to the buildings and equipment or arranging with a company or contractor to have the repairs done. Repairs may include but are not limited to electrical, carpentry and plumbing.
4. Being knowledgeable about the boiler system in Buffalo, including the air/heat distribution and return systems as well as the thermostats, and being knowledgeable about the heating systems in the other buildings.
5. Operating the boilers and heating systems in an efficient manner.

GENERAL MAINTENANCE AT RURAL SCHOOLS:

- 
1. Checking all rural schools as needed, which includes removing trash and completing regular building and grounds upkeep and making minor repairs.
 2. Being knowledgeable about the heating/cooling systems as well as the thermostats.


VEHICLES:

1. Scheduling bus drivers and transportation and scheduling the use of school vehicles.
2. Maintaining and cleaning vehicles and buses.
3. Completing bus and vehicle logs on a monthly basis.

EQUIPMENT

1. Being familiar with the use and maintenance of the following equipment: small hand electric tools, lawn mowers, snow blowers, garden tillers, riding tractors, scrubbing machines, vacuums, vehicles, and other equipment involved in any necessary jobs.
2. Keeping the equipment in good working order or replacing any equipment that is no longer functional.

ATHLETIC FIELD IN BUFFALO:

- 
1. Cleaning the athletic field area, including trimming weeds and mowing grass both inside and outside the field and maintaining the watering system.
 2. Making any necessary repairs.
 3. Making sure the area is prepared for any activities.
 4. Keeping the storage building in a neat, clean and orderly condition.

SUPPLIES:

1. Being knowledgeable about the proper use of chemicals and cleaning agents both inside and outside the buildings.
2. Ordering supplies as needed and arranging for storage.
3. Maintaining an inventory of supplies.

SECURITY:

1. Being responsible for building security.
2. Being in charge of fire and tornado drills with administrative help.

REPORTS:

1. Completing fire and water reports, meter readings for water and electricity, and Time cards on a monthly basis.
2. Completing or making sure employees complete correct forms for absences and substitutes.

REQUIREMENTS



1. Requires mechanical knowledge to keep equipment in working condition, especially the heating system.
2. Requires knowledge of chemicals, supplies, equipment, and methods used in the cleaning and upkeep of building.
3. Requires physical strength necessary to perform heavy work.
4. Requires knowledge and skill equivalent to the completion of a high school education (GED or high school diploma).
5. Requires a home telephone
6. Requires being 21 years of age or older
7. Requires being pleasant to others
8. Requires the initiative and pride in work to perform the duties that need attention.

BENEFITS

1. Refer to personnel manual GDBE.

Adopted June 14, 2004

Addendum to Responsibilities adopted May 9, 2006

Amended May 12, 2014

File: GCAK

JOB DESCRIPTION: CUSTODIAN
HARDING COUNTY SCHOOL DISTRICT 31-1

FUNCTION

The custodian is responsible for the routine cleaning and upkeep of the buildings and grounds. This is a twelve-month position.

POSITION SUPERVISOR

Maintenance supervisor.

RESPONSIBILITIES

1. Scrubs, mops and sweeps floors and other surfaces; cleans, renovates and renews floor surface finishes including the buffing of tile surfaces.
2. Washes windows, walls, and woodwork on a regular basis.
3. Cleans and dusts furniture, fixtures and related furnishings on a regular basis.
4. Cleans the bathrooms and locker rooms daily.
5. Is responsible for building security under the direction of the supervisor.
6. Opens the building and checks to make sure everything is in working order.

REQUIREMENTS

1. Requires knowledge of chemicals, supplies, equipment and methods used in the cleaning of buildings.
2. Requires the strength necessary to complete heavy cleaning work.
3. Requires the knowledge of proper cleaning procedures.
4. Has a home telephone.
5. Is pleasant to others.
6. Has the initiative and pride in work to perform custodial duties that need attention without constant supervision.
7. Is responsible for other duties as assigned by the maintenance supervisor including gym set-up and summer maintenance and grounds work.

BENEFITS

1. Refer to personnel manual GDBE.

Adopted June 14, 2004

JOB DESCRIPTION: BUSINESS MANAGER
HARDING COUNTY SCHOOL DISTRICT NO. 31 -1

FUNCTION

The Business Manager is accountable to the Superintendent for help in planning, preparing and administering the budget of the Harding County Public Schools, including the translation of educational needs, goals and objectives into budgetary terms.

The Business Manager is accountable to the Board of Education as required by statute (SDCL 13-8-11 as amended) in assuming the responsibility formerly held by the Clerk.

RESPONSIBILITY AND AUTHORITY

The Business Manager is responsible for and has authority to fulfill the duties set forth below. He/She may delegate to members of his/her staff appropriate portions of his/her responsibilities with authority for their fulfillment but he/she may not delegate or relinquish his/her over-all responsibility for accountability.

DUTIES

PLANS, PREPARES AND ADMINISTERS THE PUBLIC SCHOOL BUDGET

1. Attends meetings of the administrative staff and the Board of Education; confers with the Superintendent, Department Heads and others to exchange information required to bring about conformation of the budget.
2. Reviews and remains familiar with State and Federal laws governing the financing of the school system including mandatory and recommendable changes.
3. Directs and furnishes facts and figures of the school budget for the Superintendent, staff and members of the Board of Education for the Board's final consideration and adoption.
4. Coordinates the control of expenditures during the fiscal year in accordance with the appropriations in the adopted budget. Confers with the Superintendent, head's of departments and others to keep those concerned cognizant of the status of the budget.
5. Prepares various reports related to salaries, taxation, income and expenditures, including projected reports.
6. Overall responsible for the entire payroll of the school system; all purchasing including requisitions, purchase orders and payment; maintaining all records and correspondence of purchasing; inventories material and equipment in the warehouse.

File: GCAL

7. Responsible for all bid items and their related statutory requirements:
 - a. Prepares final draft of the bid item with all SPECIFICATION:
(This could include consultation with school lawyer).
 - b. Advises the School Board and Superintendent on bid item compliances, etc.
 - c. Responsible for determining that specification compliances have been met before payment is made.
8. Responsible for all records for new buildings, insurance, contracts, retirement, bonded indebtedness, federal and state annual reports, tuition, reconciliation of the cash receipts and deposits and disbursements of the school district.
9. Responsible to the Board of Education on a presentation of a monthly and yearly budget appropriation on the school coding structures accounts, including encumbrances.
10. Responsible for the ground work for accounting systems.
11. Supervises and plans for the inventory control.
12. Overall responsibility for the central supply.
13. Coordinates internal control procedures for the safeguarding of school assets.
14. Responsible for providing each board member with the digest of bills in advance of each regular board meeting.
15. Has authority to invest district money in interest-bearing CD's on a bid basis with the local banks.
16. Other duties as spelled out in South Dakota Compiled Laws.

APPOINTMENT OF BUSINESS MANAGER

Through evaluation, appointment of the business manager will take place at the regular January School Board meeting.

COMPENSATION AND BENEFITS

Refer to individual contract.

DUTIES OF THE BUSINESS MANAGER

1. Negotiations:
 - a. Provide to the school board and superintendent factual and comprehensive data for salary and other financial information regarding HCHS proposals.
 - b. Be available for consultation and advice on fiscal matters and should have an opportunity to review and react to proposals before final adoption.
2. Responsible for accounting for federal grants, program reimbursements, final report of payment, and compliance on the following special grants:
 - a. Chapter I, Educationally deprived children
 - b. Chapter II consolidated grants
 - c. Special Education
 - d. Miscellaneous mini grants and other grant awards.
3. Miscellaneous duties the superintendent or school board may delegate to the business manager.

**HARDING COUNTY SCHOOL DISTRICT 31-1
JOB DESCRIPTION
PARAPROFESSIONAL**

JOB TITLE: ADMINISTRATIVE ASSISTANT
TO SUPERINTENDENT

REQUIREMENTS:

- A. Education Level:** High School Diploma
- B. Experience:** Computer skills necessary, previous job related experience considered.
- C. Reports To:** Superintendent, K-12 Principal, Business Manager
- D. Primary Function:** Performs general and specialized secretarial duties as assigned by the Superintendent, K-12 Principal and Business Manager.

FUNCTIONS AND DUTIES:

1. Serves as receptionist, representing Harding County Schools in a positive way.
2. Assists the Superintendent and K-12 Principal as needed.
3. Compiles, prepares, prints, and distributes the school newsletters, bulletins, etc.
4. Provides the sports rosters, activity passes/receipts for adults/students for all sporting events.
5. Is responsible for the Board/teacher/student handbooks for the elementary and secondary schools.
6. Compiles and distributes before the beginning of the school year, annual information for parents/guardians and staff.
7. Is the general manager for the lunch program and shall be responsible for the general system wide master lunch program for eligible parents/guardians, students, and staff for all district schools.
8. Records information for daily breakfast, lunches, and milk. Accounts for the number of paid, free, and reduced meals for breakfast, lunch, and milk.
9. Is responsible for collection of bills, receipt journal, and communicates with the public concerning such bills.

10. Must be able to operate a computer with Microsoft Windows, Excel software, and DDN Campus.
11. Responsible for monitoring intercom system.
12. Responsible for updating student records and daily notices on the DDN Campus system.
13. Collects and sends student information as needed for enrollment and change of schools.
14. Organizes and orders supplies for homecoming, 8th grade graduation, High School Graduation, academic and extracurricular awards, etc.
15. Keeps a continually updated census of children birth to 21 within the boundaries of the school district.
16. Assists the freshman and sophomore classes with the annual Magazine Drive.
17. Performs other tasks and assumes other duties that may be assigned.

QUALIFICATIONS OF TEACHERS

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

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

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

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

Elementary teachers who are new to the profession must hold at least a bachelor's degree and have demonstrated, by passing a rigorous state test, subject knowledge and teaching skills in reading, writing, mathematics, and other areas of the basic elementary curriculum. Middle and secondary school teachers, new to the profession, will be deemed to be highly qualified if the individual teacher holds at least a bachelor's degree and has demonstrated a high level of competency in each of the academic subjects in which the individual teaches by passing a rigorous state academic subject test in each such academic subject; or has successfully completed a grade degree with coursework that is equivalent to an undergraduate major, or advanced certification or credentialing for each academic subject that the individual teaches.¹

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

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

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

THIS POLICY REQUIRED BY THE NO CHILD LEFT BEHIND ACT

Adopted: May 11, 2015

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

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

GCBA: Professional Staff Salary Schedules

GCBB: Professional Staff Supplementary Pay Plans

GCBCC: Tax Sheltered Annuity Program

GCBDC: Jury Duty

GCBD: Professional Staff Leaves and Absences

GCBDD: Military Leave

GCBDE: Family and Medical Leave

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

GCBE: Vacations and Holidays - Professional Staff

PROFESSIONAL STAFF SUPPLEMENTARY PAY PLANS

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

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

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

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

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

Adopted:

Revised: 01/01/2007

Reviewed: 02/07/2013

Legal Reference

Cross Reference

GCB, Qualifications of Teachers

STAFF FRINGE BENEFITS-INSURANCE

Those eligible for school group insurance plans, including health, hospitalization life, and dental, are salaried or hourly employees who work one-half time or more and also retired employees who have been continuously employed by our school district for a period of at least five years preceding their retirement date. The extension of coverage to retired employees will be afforded only upon a special contractual arrangement with the Harding County School District Board of Education. Single employee premiums will be paid by Harding County School District as determined by the negotiated agreement each year. Employees electing to obtain family coverage shall pay the difference in premium cost and shall authorize Harding County School District to deduct said amount from the employee's monthly salary payment. The Superintendent Principals, and Business Manager will receive the full family coverage paid by the district.

Premiums will be paid through the last day of the month in which the employee receives his/her final paycheck. Upon termination of employment, the employee may elect to continue the insurance coverage through a conversion plan if he/she pays his or her own premium.

Effective date of insurance coverage for new employees shall be the first day of the month following date of the contract period or school term.

(suggested revision)

Adopted November 15, 2000.

PROFESSIONAL STAFF LEAVES AND ABSENCES

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

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

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

Cross References: GCL: Professional Staff Development Opportunities

Adopted: November 26, 1984

Revised: May 11, 2015

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

PROFESSIONAL STAFF SICK LEAVE

Beginning with the first day of school, each full-time certified instructional employee will have available eight (8) days leave with pay for illness or other disability. An employee who terminates employment prior to the completion of the school year will be entitled to a pro-rated number of sick leave days based on days in session. Days used above days earned will be considered leave without pay and deducted from salary. Sick leave may not be taken for less than one-half day at a time.

Teachers shall be allotted eight (8) days sick leave per year cumulative to fifty-five (55) days. Any unused personal leave beyond the carry over will be transferred to sick leave and it may accumulate beyond the fifty-five (55) days. Any sick leave days beyond fifty-five (55) days shall be paid back to the employee at the rate of one-half (1/2) of the rate for a certified substitute at the end of the school year.

Part-time certified instructional employees will earn cumulative sick leave pro-rated to their hours of employment.

Sick leave shall include quarantine, maternity (delivery and pre-delivery), and illness or funeral leave. A leave of one day per incident will be allowed for attending the funeral of close friends or relatives of the teacher. Exceptions may be arranged through the superintendent if the distance requires more time than one day. Local funerals that do not require a full day will not be deducted as a full day. Funeral leave will be deducted from the teacher's accumulated sick leave, and hours or days will be kept and deducted accordingly. Routine medical appointments for the employee or immediate family may be classified as sick leave.

The superintendent or his designee may require a physician's statement certifying disability or illness if an employee has an extended illness or is frequently ill.

Adopted December 10, 1984

Revised May 17, 1993

Revised September 13, 2004

JURY DUTY

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

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

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

Adopted: April 9, 1984

Revised: May 11, 2015

FUNERAL LEAVE

A leave of one (1) day per incident will be allowed for attending the funeral of close friends or relatives of the teacher. Exceptions may be arranged through the Superintendent if the distance requires more time than one day. Local funerals that do not require a full day will not be deducted as a full day. Funeral leave will be deducted from the teacher's accumulated sick leave, and hours or days will be kept and deducted accordingly.

(Adopted November 26, 1984)

LEAVE WITHOUT PAY

In addition to other absences from work, Harding County Staff members may be granted leave without pay by the superintendent and/ or school board for leave that cannot be classified otherwise. Requests for leave without pay shall be submitted in writing to the superintendent at least one week in advance.

Leave may not be taken the day before or the day after a school vacation without prior approval from the superintendent.

Leave without pay for full-time teachers will be computed by dividing gross salary minus extra-curricular assignments by 175 days. Other staff will be computed in accordance with the conditions of their contractual agreement.

(Adopted February 11, 1985)

(Revised: May 10, 2010)

FAMILY AND MEDICAL LEAVE

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

Adopted: May 12, 1997

Reviewed: May 11, 2015

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

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

REASONS

In compliance with the Family and Medical Leave Act of 1993 and under procedures developed by the Superintendent, leave shall be grant 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 employees' spouse, child, or parent who has a serious health condition, ad 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.

As used above, serious health condition is an illness, injury, impairment, or physical or mental condition that involves:

- Any period of incapacity or treatment connected with inpatient care (e.g. an overnight stay) in a hospital, hospice, or residential medical care facility; or
- A period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
- Any period of incapacity due to pregnancy, or for prenatal care; or
- Any period of incapacity (or treatment therefore) due to a chronic serious health condition (e.g. asthma, diabetes, epilepsy, etc.); or
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be affective (e.g. Alzheimer's, stroke, terminal diseases); or
- Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g. chemotherapy, physical therapy, dialysis, etc.)

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 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 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 employees 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 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 months, have worked at least 1,250 hours during the twelve 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 members recovery from a serious illness or injury sustained in the line of duty, and 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 (12) work week entitlement.

- FMLA Period will begin on the date of incident/first day of leave and shall be a rolling forward 12-month calendar.
- 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 or 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 case of personal illness or illness of a child, each spouse of 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. If an employee exhausts all twelve weeks, but they continue to be employed by the District, they can remain on coverage for an additional 12 weeks. The maximum an employee can remain on health insurance coverage while not actively at work is 24 weeks.
- 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 equivalent position with equivalent pay) with corresponding benefits and other terms and conditions of employment.

FAILURE TO RETURN AFTER FMLA LEAVE

- Any employee who fails to return to work after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement) will be subject to the District's standard leave of absence and attendance policies. This may result in termination of employment if the employee has no other District-provided leave available to him/her that applies to the continued absence. Likewise, following the conclusion of the FMLA leave, the District's obligation to maintain the employee's group health plan benefits ends (subject to any applicable COBRA rights).

NOTICE

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

Adopted: May 12, 1997

Reviewed: May 11, 2015

Revised: July 12, 2021

Legal References:

Public Law 103-3 (Family and Medical Leave Act of 1993)

Title 29 CFR Part 825 (The Family and Medical Leave Act)

SICK LEAVE BANK

A voluntary sick bank has been established for all eligible employees who are in or beyond their second full term of employment by the Harding County School District under the following conditions and provisions:

- (1.) Employees shall become eligible to join the sick leave bank when they have completed one full year of employment. The September date upon completion of the first year of employment shall be the only sick leave bank enrollment opportunity, for that contract year.
- (2.) Each participating employee shall contribute one day (hours equal to the number of hours worked) of sick leave per year to the bank. The deadline for sick leave bank enrollment shall be on September 15 of each year. Eligible employees declining to become participants in the bank by September 15, of their year of eligibility, shall be ineligible for participation later, in that contract year. Employees entering their second full term of employment shall have until September 15 of that year to become participants.
- (3.) This pool is for the protection of individual participating employees during a long term extended illness or disability causing an absence from regularly assigned duties, which extends beyond the number of sick leave days, which an individual participating employee has accumulated. The use of this pool will begin on the first duty day after an individual's accumulated sick leave days and personal leave have been exhausted, at which time the participating employees may draw up to 30 days of sick leave from the bank, per year. The use of sick leave pool days by participants shall be limited to the contract year.
- (4.) The Superintendent will handle the administering of the days from the sick leave bank. All requests for use of the bank must be submitted in writing to the Superintendent and must be supported by the written statement from the employee's personal physician. The absence for which the pool days are requested must be of such nature that absence is unavoidable during the school year and absence from duties is necessitated.
- (5.) Leave may be granted, from the sick leave bank, on a short-term basis, to current contributing members of the sick leave bank for emergency sick leave, when all other leave has been exhausted. An employee may draw the number of days the employee has contributed to the sick leave bank up to 5 days, per incident. This clause may not be used for personal leave. Use of this clause will be denied to the employee when the total number of days accumulated in the sick leave bank has diminished to 140 days. Once an employee's total contributed days have been used by the employee, they may no longer use the short term clause, but are still eligible for the extended illness

- (6.) Persons withdrawing days from the bank are not required to replace these days except as a regular contributing member of the bank. A person resigning, retiring, withdrawing from membership in the bank or declining to make contributions as required, shall not be able to withdraw previously contributed days.
- (7.) Days in the bank shall be withdrawn on a first come, first served basis, and, if the total days in the bank are exhausted in any year, use of the bank is ended for that year. Unused days in the bank shall be carried over to the next succeeding school year.
- (8.) The sick leave bank shall not be used for maternal/paternal leave, this is granted by the Family Leave Act, but may be used for pregnancy-related illnesses.
- (9.) The sick leave bank shall be used for personal illness as well as immediate family members, such as children, spouse, and parents, or if an employee is the primary caregiver of a relative.
- (10.) The sick leave bank may be used for emergency bereavement leave when an Employee has exhausted all other leave days. The employee must be a current contributing member of the sick leave bank and may draw up to 5 days from the sick leave bank or draw the number of days the employee has contributed to the sick leave bank, for this emergency bereavement leave. E.g. If an employee has contributed 3 days to the sick leave bank then that employee may use three days.

[Adopted: April 28, 1986]
Revision Adopted February 10, 1992
Revision date:

MILITARY LEAVE

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

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

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

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

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

Adopted: 4/13/1987

Revised: 5/11/2015

Legal Reference

38 USC §§ 4301-4335 (The Uniformed Services Employment and Reemployment Act of 1994)

SDCL 13-12-86

Cross Reference

VACATIONS AND HOLIDAYS – PROFESSIONAL STAFF

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 vacation during the school year according to the following schedule:

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

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

Adopted: 7/9/1984
Revised: 2/10/1992
Revised: 01/01/2007
Reviewed: 02/07/2013

Legal Reference
SDCL 1-5-1

Cross Reference

BREACH OF CONTRACT

All certified personnel contracts issued by Harding County School district No 31-1 shall be subject to the following:

It is hereby resolved that this contract may be terminated only by mutual consent of the contracting parties or by the statutory provisions of the laws of South Dakota.

If a teacher or other certificated personnel requests to be released from his/her employment contract, and such request is granted by the Harding County School Board before July 1, the School District may withhold any monies due the teacher or collect from the teacher the sum up to Two Hundred Fifty Dollars (\$250.00); if the request for release is made and granted after July 1, the school district may withhold any monies due the teacher or collect from the teacher the sum of up to Five Hundred Dollars (\$500.00).

The amount to be paid by the teacher shall be deemed as consideration for such release, and as liquidated damages, as well as for defraying expenses incurred in securing a suitable replacement

It is hereby resolved that the amounts herein specified are fair and reasonable damages for breach of contract.

(Adopted May 12, 1997)

PROFESSIONAL STAFF RECRUITING

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

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

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

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

Reviewed: 03/03/2011

Revised: 01/01/2007

RESIDENCY REQUIREMENTS FOR STAFF

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

The Board bases this belief on the following:

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

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

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

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

Reviewed: 02/07/2013

Revised: 01/01/2007

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

BACKGROUND CHECKS

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

Employee Criminal Background Checks

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

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

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

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

Independent Contractors and Volunteers

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

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

Financial Background Check

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

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

Additional Background Checks

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

Confidentiality

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

Adopted: 9/11/2000

Legal Reference

SDCL 13-10-12
13-10-13
13-10-14
13-10-15
13-10-16
22-1-2 (19)
22-1-2 (25)
22-24B-1

Cross Reference

SUBSTITUTE PROFESSIONAL STAFF

The Superintendent will receive and maintain on file applications of qualified substitute teachers who may be called on to replace regular teachers who are absent. A list of qualified substitute teachers will be filed with each principal.

Substitute teachers must have a high school diploma or its equivalent, which may be a general educational development (GED) certificate.

The School Board will determine the salary of substitute teachers at its annual meeting.

Principals will endeavor to employ Persons on the substitute list for the subjects or grade level for which they are listed. Principals will supervise and assist the substitute and will provide the substitute with lesson plans developed by the regular teacher.

It shall be the duty of the substitute teachers to acquaint themselves with the duties required of them. In the performance of this duty, they shall always report to the principal before assuming charge of a classroom for the first time. Substitute teachers are expected to comply with all the regulations governing regular teachers. When in the same teaching position for more than one day, they shall maintain the hours in the building as other teachers. They shall assume responsibility in the management of building and grounds, and in extra-curricular activities, as directed by the principal.

A non-certified teacher substitute may teach no more than 5 days consecutively in any one classroom or subject and no more than 20 days during a school term. To request an extension, the local school administrator must file an application for authority to act with the State Superintendent justifying the circumstances.

A certified teacher substitute who is fully qualified for the emergency assignment may serve for any number of days during a school term.

A certified teacher substitute who is not fully qualified for the emergency assignment may serve no more than 45 days during a school term. To request an extension, the local school administrator must file an application for authority to act with the State Superintendent justifying the circumstances.

In-service training for substitute teachers is provided according to the written plan in the district office.

Adopted (6-8-87)

LEGAL REF: ARSD 24:02:01:05, 24:02:01:05.1, 24:03:05:07, AND 24:03:05:08

SUBSTITUTE TEACHER INSERVICE

Principals shall provide inservice training for substitute teachers. The written plan for the inservice shall be on file at the school.

The plan should include procedures to encourage substitute teachers to become acquainted with the dynamics of learning, classroom management techniques and curricula and instructional practices.

(Adopted June 26, 1984)

LEGAL REF.: SDCL 13-26-4; 13-26-4.1
ARSD 24:03:02:06:02 (10)

SUBSTITUTE TEACHERS PAY POLICY

There are times when it becomes necessary for contracted teachers to be away from their teaching assignments for extended periods of time due to illness or other approved causes. During these times it is necessary to employ substitute teachers on a long-term basis. Since they must fulfill all duties of the regular teachers it shall be the policy of the Harding County Schools to recognize the extra effort required by such long-term substitutes by adopting the following pay policy:

The regular substitute teacher pay shall be a daily rate set annually by the school board at the organizational meeting in July. Substitutes teaching for a long-term absence shall be paid at a higher amount, also set by the school board in July.

Adopted: June 8, 1987
Revised: July 11, 1989
Revised: July 12, 1993
Revised: May 12, 2008
Revised: September 12, 2018

PROFESSIONAL STAFF PROBATION AND TENURE

Noncontinuing Contract

Teachers will serve a two year probationary period. Retention of a teacher beyond the probationary period will be based on satisfactory job performance evaluations.

Teachers in the first two years of employment must receive written notice of nonrenewal before April 15 via registered mail or hand delivery with witness. The teacher, upon request, may meet with the Board in executive session at an informal, private conference. The teacher and the Board may each have a representative present. The conference will not be required if the termination is due to a reduction in force. The Board's decision will be final and no appeal will be allowed.

Continuing Contract

A teacher or administrator who is in or beyond the third consecutive full term of employment in the district will be eligible to receive a continuing contract for employment with the district. A teacher whose contract is to be renewed will receive a contract from the Board on or before the first day of May and will have 15 days to sign and return the contract.

Nonrenewal Continuing Contract:

First Notice – Notice of Intent

Before April 15, a certified staff employee who may not receive a continuing contract will receive a written notice of intent from the superintendent, who may recommend nonrenewal to the Board.

Upon written request by the teacher, the Board or the superintendent will make available to the teacher (1) his personal evaluation file; (2) advise teacher in writing of reasons and (3) afford teacher an informal private conference before the Board or administrator. This conference shall be held before the person or group that issued the notice of intent.

Second Notice – Notice of Determination

Not sooner than 14 days nor later than 21 days after the notice of intent, a notice of determination must be delivered in writing to the teacher. A teacher may request a hearing before the Board within seven days after receipt of this notice. The hearing will be held within seven days of receipt of the teacher's request. The hearing will be held in executive session and no tapes or recording devices will be permitted.

After the teacher and the administration have made their presentations to the Board, the Board will meet to determine whether to sustain or revoke its original determination. After making its determination, the Board will convene in Public session.

Third Notice – Notice to Final Determination

Within seven days after the hearing the Board will deliver in writing to the teacher its final determination.

(Adopted November 26, 1984)

(Revised: May 10, 2010)

LEGAL REFS.: SDCL ~~13-43-9.1; 13-43-10; 13-43-10.1; 13-43-10.2~~
13-26-1

Repealed

13.43.6.2

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

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

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

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

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

Adopted: March 11, 1985

Revised: May 10, 2010

Revised: May 11, 2015

PROFESSIONAL STAFF TIME SCHEDULES

ADMINISTRATORS

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

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

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

TEACHERS

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

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

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

SUPPORT STAFF

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

Adopted: May 11, 2015

PROFESSIONAL STAFF WORK LOAD

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

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

Attendance at Meetings

Teachers are expected to attend faculty meetings, which are held in each building, unless they are excused for a 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:

Revised: 01/01/2007

Reviewed: 02/07/2013

Legal Reference

Cross Reference

GCBB, Professional Staff Supplementary Pay Plans

PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES

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

IN-SERVICE EDUCATION

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

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

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

Adopted: June 20, 1985

Revised: May 11, 2015

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

PROFESSIONAL TEACHING STAFF EVALUATION

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

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

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

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

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

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

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

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

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

Adopted: February 14, 1984

Revised: May 11, 2015

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

REDUCTION AND RECALL IN PROFESSIONAL STAFF WORK FORCE

STAFF REDUCTION

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

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

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

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

RECALL

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

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

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

Adopted: November 26, 1984

Revised: May 11, 2015

LEGAL REFS.: SDCL 13-43;
SDCL 13-43-6

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

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

Reviewed: 02/07/2013
Revised: 01/01/2007

Legal References: SDCL 13-43-6 (Contents of contract of employment)
SDCL 13-43-6.6 (Right to termination)

Cross References: GCD: Professional Staff Hiring

RETIREMENT OF PROFESSIONAL STAFF MEMBERS

RETIREMENT SYSTEM

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

RETIREMENT AGE

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

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

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

OPTION TO CONTINUE WHOLE HEALTH COVERAGE FOR RETIREES

Eligibility

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

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

Insurance

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

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

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

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

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

Payments

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

Adopted: February 11, 2013

Reviewed: May 11, 2015

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

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

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

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

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

SDCL 3-12 (SD Retirement System)

SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS

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

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

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

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

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

SUSPENSION

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

Adopted: November 26, 1984

Revised: May 11, 2015

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

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

FILE: GCQAB

TUTORING FOR PAY

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

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

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

Reviewed: 02/07/2013

Revised: 01/01/2007

Revised: 5/11/2015

Cross References: GBCA: Staff Conflict of Interest

PROFESSIONAL RESEARCH AND PUBLISHING

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

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

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

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

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

Adopted: May 11, 2015

NON-CERTIFIED STAFF CONTRACTS & COMPENSATION

Non-certified staff employees are employees-at-will pursuant to SDCL 60-4-4 (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 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, but not limited to secretarial staff, aides, technology, custodians, maintenance, bus drivers, and food service 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.

References:

SDCL 13-10-2
13-8-39

Adopted: September 12, 2018

SUPPORT STAFF SUPPLEMENTARY PAY PLANS

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

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

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

Special Compensation

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

Adopted: 07/09/1986
Revised: 03/03/2011
Reviewed: 02/07/2013
Reviewed: 05/11/2015

Legal Reference

Cross Reference

SUPPORT STAFF FRINGE BENEFITS

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

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

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

Reviewed: 02/07/2013

Revised: 01/01/2007

Reviewed: 5/11/2015

Legal References: SDCL 13-10-3 (Group life & health insurance for employees & retirees)
SDCL 13-10-4 (Retirement pension agreement with employees)
SDCL 13-10-6 (Tax levy for school district retirement system)
SDCL 13-10-8 (Discontinuance of retirement system by board)
SDCL 13-10-9 (Liability insurance for protection of employees)
SDCL 3-11 (Social security coverage)
SDCL 62-1-2 ("Employer" defined)
SDCL 62-3-3 (Employer and employee bound by provisions of title)

Cross References: GBE: Staff Health and Safety
GDBD: Support Staff Leaves and Absences
GDPC: Retirement of Support Staff Members

SUPPORT STAFF LEAVES AND ABSENCES

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

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

Adopted: 10/14/2002

Reviewed: 05/11/2015

Legal Reference

SDCL 3-18

Cross Reference

GCBC

GCBDC

GCBDD

GCBDE

GCBDG

Negotiated Agreement, Article IV, Paragraph 4,5

SUPPORT STAFF VACATIONS AND HOLIDAYS

Holidays

Employees who work on a 12-month basis will be granted paid holidays on all legal holidays such other holidays as designated by the Board. They will also be expected to report to work during school recess periods. Paid holidays are limited to Independence Day (July 4), Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday and Memorial Day, that day(s) will be a paid holiday(s).

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

Vacations - Full Time Employees

Vacation time will be computed as of July 1 of each year. Five (5) working days of vacation time will be granted for the first 12 months of continuous full time service. Ten (10) days will be granted each year thereafter. Full time employees that have worked continuously for at least five (5) years will be granted fifteen (15) days of vacation time per year. Vacation time will not be cumulative. Vacation time will be granted on a pro-rated basis, e.g. after six weeks employment one day may be taken, etc.

A support staff member employed after July 1 will be granted vacation pro-rated from the time of employment.

In the event of separation before July 1, vacation time will be pro-rated. Employees will have until September 1st to use up vacation time earned in the previous contract year.

Vacation - Less than Full-Time Employees

Employees who work less than 12 months shall be granted holiday pay if the holidays fall within their contract period.

Other vacation may be granted upon recommendation of the Supt. and approval by the Board. It shall be made a part of the employee's contract.

Adopted June 9, 1986

Revision Adopted February 10, 1992

FILE: GDC

SUPPORT STAFF RECRUITING, POSTING OF VACANCIES & HIRING

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

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

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

Adopted: 5/11/2015

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

FILE: GDI

SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

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

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

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

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

Adopted: May 11, 2015

SUPPORT STAFF TIME SCHEDULES

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

Specific time schedules for support staff members will be set by the appropriate administrators in line with pertinent school opening and closing times, student schedules, and so on.

Administrators will inform the Superintendent of the assigned schedules so that there may be continuity as needed throughout the school district.

Reviewed: 02/07/2013

Revised: 01/01/2007

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

FILE: GDL

SUPPORT STAFF DEVELOPMENT OPPORTUNITIES

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

Cross References: DLC: Expense Reimbursements

Reviewed: 02/07/2013

Revised: 01/01/2007

SUPPORT STAFF EVALUATION

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

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

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

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

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

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

Adopted: May 11, 2015

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

SUPPORT STAFF PROMOTIONS

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

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

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

Adopted: May 11, 2015

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

RESIGNATION OF SUPPORT STAFF MEMBERS

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

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

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

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

Adopted: May 11, 2015

RETIREMENT OF SUPPORT STAFF MEMBERS

RETIREMENT SYSTEM

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

RETIREMENT AGE

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

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

OPTION TO CONTINUE WHOLE HEALTH COVERAGE FOR RETIREES

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

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

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

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

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

Adopted: May 11, 2015

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

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

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

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

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

SDCL 3-12 (SD Retirement System)

SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS

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

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

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

Adopted: May 11, 2015

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

**HARDING COUNTY SCHOOL DISTRICT 31-1
JOB DESCRIPTION
ADMINISTRATIVE**

JOB TITLE: TECHNOLOGY COORDINATOR/
NETWORK ADMINISTRATOR

REQUIREMENTS:

- A. Education Level:** BA/BS Degree in Elementary and Secondary Education
- B. Experience:** Strong background and teaching experience in computers.
- C. Reports To:** Superintendent
- D. Primary Function:** Makes sure that servers, Internet, and local machines are running and/or working correctly/properly.

FUNCTIONS AND DUTIES:

1. Works with teachers in helping design and deliver technology enhanced in-service programs. Also helps in curriculum development (assist in locating materials and exploring curriculum topics).
2. Works with students as projects facilitator. Helps students develop a focus for inquiry, directs students to multidisciplinary materials, and assists students in their effort to develop technology enhanced products and presentations.
3. Troubleshoots equipment. Some of these include: E-Mail Services (individual), Long Distance Learning Lab (DTL), connections between schools, and back-up files.
4. Works with the technology committee and the superintendent to develop a yearly budget, purchase hardware/software.
5. Keeps the District's inventory updated and current.
6. Represents the District at technology related meetings.
7. Makes a monthly report to the Board on the "state" of the District's Technology Program.
8. Makes sure that the phone system is up and running properly.
9. Applies and follows through with the applications (E-Rate).
10. Performs other tasks and assumes other duties that may be assigned.

**HARDING COUNTY SCHOOL DISTRICT 31-1
JOB DESCRIPTION
PARAPROFESSIONAL**

JOB TITLE: SECRETARY TO PRINCIPAL K-12
AND ASSISTANT TO BUSINESS
MANAGER

REQUIREMENTS:

- A. Education Level:** High School Diploma or above
- B. Experience:** Computer and secretarial skills useful.
- C. Reports To:** Superintendent, K-12 Principal,
Business Manager
- D. Primary Function:** Performs general and specialized duties assigned by the superintendent, principal and business manager

FUNCTIONS AND DUTIES:

1. Keeps accurate and up-to-date records on attendance .
2. Mails correspondence to parents/guardians on attendance, discipline, and progress reports. Also calls parents/guardians daily on absent students.
3. Hands out reports cards during parent/teacher conferences held two (2) times a year.
4. Is responsible for posting honor roll, perfect and excellent attendance on in-school bulletin boards, and submitting to proper newspapers.
5. Issues and collects student tardy slips and make-up slips for absences.
6. Assists and directs students, staff, and visitors entering office (general information, injuries, receipts, etc.).
7. Organizes school pictures with company and collects payments.
8. Assigns lockers to each student and keeps a record of locker assignments.
9. Assists Administrative Assistant with distribution of monthly newsletter and correspondence.
10. Answers telephones, delivers messages and makes calls for maintenance on office equipment.

11. Contacts substitute teachers on a daily basis and logs substitute teacher/staff time period of work and for whom.
12. Collects and records staff leave requests.
13. Assists business manager with monthly payroll.
14. Collects all forms (handbooks, physical, dental and health, etc.)
15. Responsible for calling, faxing or mailing out all approved orders.
16. Monitors library when librarian has class outside the library.
16. Performs other tasks and assumes other duties that may be assigned.