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## PERSONNEL POLICIES GOALS

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

The Board's specific personnel goals are:

1. To recruit, select, and employ the best-qualified personnel to staff the school system.
2. To provide staff compensation and benefit programs sufficient to attract and retain qualified employees.
3. To provide programs for all employees to improve their performance and the overall rate of retention and promotion of staff.
4. To conduct an employee appraisal program that will contribute to the continuous improvement of staff performance.
5. To deploy personnel so as to ensure their skills are used as effectively as possible.
6. To develop the quality of human relationships necessary to obtain maximum staff performance and satisfaction.
7. To help all employees realize that the efficient and courteous performance of their assignment has a positive impact on the public support of education in the district.

(Adoption date: June 14, 1982)  
(Reviewed date: February 28, 2005)  
(Reviewed date: November 24, 2008)

EQUAL OPPORTUNITY EMPLOYMENT

The Board will take action to ensure that applicants are employed, assigned, and promoted without regard of their age, race, creed, color, sex, or national origin. Every available opportunity will be taken in order to assure that each candidate for a position is selected on the basis of qualifications, merit and ability.

(Adoption date: June 14, 1982)  
(Revision date: February 28, 2005)  
(Revision date: January 26, 2009)

CROSS REF.: AC, Nondiscrimination.

**BRANDON VALLEY SCHOOL DISTRICT 49-2  
CRISIS MANAGEMENT TEAM GUIDELINES**

GOAL

The following procedures and guidelines are intended to enable the Brandon Valley School District to better deal with the unforeseen tragedies that affect the ordinary functioning of the students, their families, and staff members in the event of crisis or tragic loss.

PURPOSE

To maintain the orderly operation of the school and to meet the needs of students, their families, and staff in the event of a crisis or tragic loss involving a student or staff member, as defined by the Crisis Management Team.

OBJECTIVES

1. To maintain a safe environment for students and staff.
2. To meet the special needs of individual students by working with parents, school staff, the community and/or specialists.
3. To communicate with staff, students, parents, and the general public through the most effective and practical methods.
4. To continue effective instruction and carry out established routines, rules and regulations.
5. To present a unified and predictable plan of action by the school in the event of a crisis.

CRISIS TEAM MEMBERS AND ROLES

- Superintendent: Coordinating the response of building principals and managing the school's response to the general public and media. (See Appendix A, Media Policy).
- Principals: Ensuring that crisis procedures are in operation in their building and initiating a "chain call" to other team members when necessary.
- Counselors: Working as a team to initiate strategies in the management of the crisis.
- Support Staff: School staff, specialists and appropriate community members designated by the Crisis Team during individual crises. Support staff may include teachers, school nurses, coaches, clergy, law enforcement, consultants, or other individuals deemed appropriate by the Crisis Team.

## **CRISIS INTERVENTION PROCEDURES**

**\*\*\*\*\*Crisis Team Members Must Wear Name Tag For Recognition  
By Staff And Students\*\*\*\*\***

**The following procedures may be used in full or in part as needed for each individual crisis event, and as determined by the Superintendent.**

1. The Crisis Team will meet to determine the necessity of initiating any or all of the procedures. Local authorities or appropriate individuals may be called in to consult with the Team in this decision. Responsibility will be delegated to individual team members at this time. Appropriate team members will be chosen to make family contact. Staff should review procedures as described in appendixes A-F.
2. Individual building principals and crisis team members will meet with staff before school to relay facts and answer questions; to dispel rumors, initiate strategies to deal with student reactions; and identify "high risk" students who may be strongly affected.
3. Principals will meet with their staff to announce funeral arrangements, discuss staff attendance, school policy regarding student dismissal, share new information, and present the plans for the individual classroom meetings.
4. Immediate friends will be identified and provided counseling, if desired. Staff will be directed to heighten their sensitivity to those students.
5. Principal will make announcements to the students in their classrooms. Teachers will be in their classrooms during the announcements and will openly acknowledge student feelings, explain the circumstances of the event, dispel rumors, and let students know that counseling is available.
6. The principal, counselor and appropriate team members will meet with individual classes to help students better deal with their feelings, dispel rumors, offer reassurance, and encourage students to be supportive of their fellow classmates and friends.
7. Parents of students identified as "high risk" will be contacted and offered support from the school.
8. All building staff will assemble after school to allow for expression of feelings and support, review, and evaluate the events of the day, compile a list of "high risk" students and assess their individual needs.

9. The Crisis Management Team will meet to evaluate the events of the day. The team will discuss the appropriateness of meetings to support students and parents, review and plan classroom meetings for the next day, identify and assess the needs of "high risk" students and discuss school dismissal policy.

10. Continued crisis counseling will be offered to students, parents, and staff as needed.

11. The Principal and/or counselor will be responsible for returning the personal effects and appropriate records that are requested by the family.

12. The Crisis Management Team will meet to evaluate the effectiveness of the school and staff, and the effectiveness of the crisis procedures, following the conclusion of the event.



**APPENDIX A**  
**CRISIS SITUATION MEDIA PARAMETERS**

The Superintendent is designated as the school district's media representative for crisis situations. This responsibility may be delegated as deemed appropriate by the Superintendent.

1. All media correspondence, and requests will be directed to the Superintendent's Office.
2. No students shall be interviewed within the school or the school premises.
3. No staff shall be interviewed except those who have been designated by the Superintendent.
4. No cameras will be allowed within a school building, except as permitted by the Superintendent.
5. All questions are to be directed to the Superintendent or designated representative, through the office of the Superintendent.
6. All official school district statements will be issued by the Superintendent or designated representative.
7. All members of the media are asked to show consideration for emotional welfare and educational interests of the students by complying with above listed procedures.

**APPENDIX B  
PRINCIPAL'S ROLE  
TEN STEP PLAN TO DEAL WITH CRISIS**

Following are TEN STEPS the building principal should follow in dealing with the sudden death of a student or staff member. These steps may be modified to reflect the circumstances of individual situations.

*PRINCIPAL'S ROLE*

STEP #1 – Prior to meeting with the entire staff, meet with the crisis management team for the purpose of identifying the agenda to be followed for the day. (Staff members may be notified if appropriate).

STEP #2 – Identify a team leader who will orchestrate the activities of the crisis support staff and students over the next several days. This person will be the “hub” of information and, in many instances, may be a counselor.

STEP #3 – Direct a staff member and police to immediately go to the deceased student's locker or to the deceased staff member's workspace, remove the contents, and bring the belongings to the principal. This shall be completed prior to the students arriving at school to prevent theft or unauthorized removal of the property.

STEP #4 – Direct a staff member to review the deceased student's cumulative folder to determine what other schools the deceased attended. The principal should call the other school(s) and inform them of the event that has occurred.

STEP #5 – Identify a support center area in the building where students and staff may come for support and counseling. This area should be close to the guidance office and/or the main office to facilitate communications between guidance and administrative staff.

STEP #6 – Decide with the crisis management team what will be reviewed at the mandatory all staff meeting.

STEP #7 – Prepare an announcement to be read over the P.A. System to the students or be presented by the classroom teacher.

**NOTE:** It is important to have a central spokesperson for all announcements to students. By the time students reach school following a sudden death; many will have heard differing versions about what happened. The presence of a strong, caring, and supportive authority

figure (i.e., the principal) sharing information during this stressful time is important.

**Two examples of an announcement are the following:**

- a. I feel saddened by the sudden death of one of our (students) (staff members) \_\_\_\_\_. On behalf of the entire faculty and student body, I wish to express our school's deepest sympathy to relatives and friends who knew and loved \_\_\_\_\_.
- b. Students, may I have your attention please? Last night, (student/staff member name) from our (\_\_\_\_\_ class died). This morning, faculty met to develop a plan to help all of us cope with this sad event. Your teacher has been given some suggestions on how to proceed with classroom activities today. Additionally, there will be special counseling available for any student who feels the need for some extra support. Counselors will be available in (give location) all day. I would like all of us to reflect for a minute in memory of (student/staff member's first name). (PAUSE) Your teachers will now spend some time with you in discussion. Thank you for your attention.

STEP #8 – Direct a staff member to gather funeral arrangement information and to prepare details for student staff attendance at the visitation and funeral.

When details are final, an announcement should be made to staff and students.

NOTE: It is important to have staff members present during the entire visitation period to assist the funeral director in comforting distraught children and teens. (See APPENDIX F).

Designate one secretary who will know how to reach the principal throughout the day, so that the principal can respond to any emergency/administrative situation that may develop.

STEP #9 – Call and/or visit the family as appropriate to express condolences.

Visiting the family is encouraged, and the principal should take along a staff member who has been well acquainted with the student or staff member.

STEP #10 – Following the funeral, begin to bring closure by encouraging staff to resume regular activities as quickly as is appropriate.

On the day following the funeral, the principal should make the following closure statement to all students and staff (this is done the day following because many of the deceased's closest friends may not have returned to school the day of the funeral.):

“May I have your attention please? I wish to thank each of you, students and staff, for the support you have shown each other during the past few days.

The example you have shown is a positive and healthy one and provides us the opportunity to work towards strengthening our relationships with each other. Guidance staff remains available if you should wish to talk with a counselor. (Any additional comments from the family that have been passed on to the principal might be shared at this point.) Thank you for your attention.”

**MANDATORY ALL STAFF MEETING**  
**(ROLE OF PRINCIPAL AND CRISIS MANAGEMENT TEAM)**  
**Appendix B (cont.)**

Prior to the commencement of school, the principal should have an all-staff meeting. Generally, the principal will have approximately fifteen minutes to meet with staff. In addition to the “before school” meeting, it is important to hold an “after school” meeting to discuss the day’s events and to talk about any students the faculty has concerns about.

STEP #1 – Principal will announce an immediate all staff mandatory meeting.

STEP #2 – Principal identifies crisis management team leader. This person will assist the principal in directing staff activities.

STEP#3 – Principal and the crisis management team leader informs staff what is expected of them and reviews media procedures. (See APPENDIX A). Also, all known public facts regarding the event should be shared with the staff.

If death was by suicide, emphasize this tragedy as an “error in judgment”. Suicide is a permanent solution to temporary problems. Encourage students to talk about ways to cope with stress.

STEP #4 – Entertain questions from the staff and/or requests staff may have.

STEP #5 – Inform staff what announcement will be made to the students and when the announcement will be made.

STEP #6 – Principal announces a mandatory staff meeting after school to review the day’s events. This allows an opportunity to receive feedback from faculty, to answer questions, and to review the next day’s expectations.

STEP #7 – Principal informs all staff members that any media presence or requests for information should be immediately directed to the SUPERINTENDENT. (See APPENDIX A.)

## **APPENDIX C TEACHER'S ROLE**

Teachers play a vital role in helping students deal with their feelings regarding the crisis. It is important for teachers to review the information contained in this Appendix.

STEP #1 – Attend all staff mandatory meeting and view the media packet.

STEP #2 – Principal will make an announcement to the students in their classrooms. Teachers will be in their classrooms during the announcement and will openly acknowledge and encourage students feelings of loss, anger, sadness, etc; explain the circumstances of the crisis, dispel rumors, and let students know that counseling is available. (See Appendix B, Staff Announcement).

NOTE: People have differing reactions to grief. One way for the teacher to encourage the students' expressions of grief is to acknowledge your own feelings immediately following the announcement of the crisis. If you are uncomfortable discussing grief, ask for assistance from the Crisis Team Leader.

STEP #3 – Teacher Response following the principal's announcement:

"I know it may be difficult for some of us to continue our work today, but our counselors have set aside a special time and place for discussion for those who are troubled by this loss.

Students who are feeling troubled by the death of \_\_\_\_\_ are encouraged to meet with the counseling staff at \_\_\_\_\_. (time and place)

Refer individual students who are obviously in need of immediate removal from class to the counselor's office (crying, obviously upset.) The teacher then continues to proceed with his/her usual routine for the day.

STEP #4 –Refer names and/or students themselves to the guidance office if they appear unusually upset or continue to appear upset as time passes. (See Appendix B).

STEP #5 – Attend the mandatory after school meeting to allow for expression of feelings and support, review the day's events, compile a list of "high risk" students and assess their individual needs. The Crisis Team members will be available to discuss concerns staff may have regarding any students.

STEP #6 – Sample staff response to visitors:

“We feel saddened by the sudden death of one of our (students) (staff members). We are concerned for our students and staff. Further questions are directed to the Superintendent’s office. This handout (See Appendix A) will explain the parameters.”

### **THE TEACHER’S ROLE Appendix C (cont.)**

Following the death of a student/staff member, those left behind grieve in a variety of ways. The following information is intended to be a guide for assisting the students through the next few days and weeks as they resolve their feelings related to a death.

Normal grief is generally characterized by progression from an initial state of shock and denial, to one of rage and anger, to one of disorganization and despair, and finally to state the acceptance and hope.

In this particular situation many students may arrive at school already “buzzing” with news. Rumors may have already started before school convened, but there will also be many students who arrive with no knowledge of the deceased student’s/staff member’s death. Students may express disbelief or denial.

In the event of a suicide, other students will quickly move to being angry. They may want to blame anyone and everyone with the death – other friends, parents, police, teachers, the medical personnel, and finally, themselves.

Guilt will be a feeling many students may experience and want to discuss. In the aftermath of an adolescent death, many students may digress and retrace their last encounter with the person who has died and often blow out of proportion small fights that may have occurred which adds to their guilt.

The most important thing a staff member can do is to allow some opportunity for students to acknowledge and discuss their feelings. By acknowledging the pain and grief they are experiencing, and reassuring them of the normalcy of their feelings, you help them through the grief process.

The most helpful intervention a teacher can use is to encourage and allow for the expression of feelings related to death. For many students, this may be their first encounter with death. They will look to the staff member for guidance and modeling. To share with your students your own feelings when you were told of the death – your shock, your sadness, your confusion – is valuable. To reminisce about your relationship with the deceased, if you knew him/her is important. Share with students what you will remember about him/her.

Discuss possible feelings of guilt or feelings of responsibility. Let students know these feelings are normal. Reassure them that they are not responsible for what happened.

Ask students to be supportive of one another and to escort any friend who is upset to a teacher or the guidance office. Reassure them that many adults in the building are available to help them. Finally, encourage them to discuss their feelings with their parents.

An excellent way to help students through the grief process is to be an active listener. This technique encourages students to recognize the normalcy of their feelings. Another technique would be letting students write about their feelings and reaction to this event.

## **APPENDIX D GUIDANCE ROLE**

The Guidance staff should take the responsibility of gathering information about student/staff reaction to the crisis and act as a "hub of information".

### **STEP #1**

- A. A. Identify school staff who were close to the deceased student or staff member and who may need extra support (e.g., a teacher who had a special helping relationship with student, had the student in class, or has a sibling in class).
  
- B. B. Start a listing of "high risk" students in need of extra support. These include: close friends of the deceased student, relatives, students in the same activities or clubs as the deceased student, neighbors of the deceased student, students with other stressors (e.g., troubled youth and those who are quiet and withdrawn), students identified by faculty, students identified by other students, "suicidal" students with unresolved grief or loss (e.g. family member has committed suicide, divorce situation, recent moves), and students with "guilt" feelings.

STEP #2 – Guidance staff should briefly meet with all identified "high risk" students and with any students who are referred by staff. Decide what, if any, intervention is appropriate. Options could include: (a) brief supportive counseling with guidance staff and (b) forming a grief group. The grief group should automatically be formed the first day, and it may run all day. The focus is on memories of the deceased student and grief work.

STEP #3 – Identify absent and non-enrolled students who may be "at risk" and inform their parents of your concern.

STEP #4 – For students who request to leave school because of their grief reaction:

- A. A. Release student to parent or adult designated by parent.
- B. B. Let the student know that you expect him/her to return to school the next day.
- C. C. Check to see if the students returns the next day and briefly check with them to see how he/she is doing. Offer your assistance to the parent and/or student.

STEP #5 – At the end of the first day, the crisis management team should meet to debrief and review the list of "high risk" students.



At the end of one week, review the status of "high risk" students on the list. Determine which students may need to be referred to community mental health services.

STEP #6 – Discuss the role the guidance staff will provide in the funeral and memorial service. Provide location for students to come following the funeral and/or memorial service.

After the funeral, assist the building staff in moving toward a "business as usual" atmosphere as soon as possible. (An announcement will be made by the principal regarding continued availability of guidance staff.)

STEP #7 – Carefully review with the principal and Crisis Management Team members the memorial requests for the deceased student.

## **APPENDIX E ROLE OF SECRETARIAL STAFF**

All building personnel are affected during a crisis or grief event. Therefore, it is important to inform secretarial staff of their role in dealing with this crisis.

STEP #1 – A secretarial staff representative should attend the mandatory staff meeting to be informed of the crisis and the plans for the day.

STEP #2 – Secretarial staff should review procedures for handling requests or calls from parents, news media, and others.

RESPONSE:

“Hello, Brandon Valley School District. How may I help you? Questions concerning \_\_\_\_\_ are referred to the superintendent’s office at 582-2049. Brandon Valley School District thanks you for your concern.”

*\*\*\*Make sure you know to whom you are talking. If call is concerning Crisis refer caller to Superintendent. If you are not sure how to handle a call or caller, refer to the principal.*

STEP #3 – The guidance (or appropriate) secretary should free guidance staff schedules for the day. Some counselors may direct the secretary to clear their schedules for several days, so they can best respond to the situation.

STEP #4 – Secretarial support staff should refer any students they are concerned about to the crisis management team leader.

## **APPENDIX F HOW TO COMFORT THOSE WHO GRIEVE**

1. *Be There:* attend the funeral, visit, and spend time with those grieving.
2. *Listen:* grieving people need to talk about this sudden vacuum in their lives.
3. *Send a note:* notes can share personal memories, short and simple.
4. *Give a gift:* a collection of poems, a book to the library in memory of the deceased.
5. *Extend an Invitation:* consider what the person likes to do. Eat out? Go to a play? Take a drive?  
  
Bereaved people often decline invitations or cancel at the last minute.  
  
Don't give up. Ask again.

### **GRIEF PROCESSING SUPPORT STRUCTURE Some Ideas/Suggestions**

1. Establish a "Drop-in Center" all day the first day that news of a sudden death is disseminated.
2. More than one counselor/facilitator is may be needed in the group at one time; it's also a good idea to have others available for relief purposes.
3. Focus on:
  - a. Memories, positive experiences with person who died
  - b. Feelings about the loss
  - c. Stages of grieving (grief education); students may bring up spirituality
  - d. Funeral services – appropriate behaviors/concerns about experience
  - e. Future – what next?
  - f. Guilt work if needed/some need to focus on causation
  - g. Family and friend's response (kids often wonder, "What can I do? How can I help?")

- h. Identifying others that the students are concerned about (provides them with an opportunity to help, gives them a purpose in crisis, allows them to be part of a larger supportive community response.)
- 4. Avoid focusing on:
  - a. Narcissistic focus on suicidal thoughts, feelings, experiences, if the death was by suicide.
  - b. Constant talk about the actual death (morbid focusing)
  - c. Blame
- 5. Bring group to some closure the second day – avoid adding new members (may need to meet others on a one-to-one basis); probably will focus more on funeral and services.
- 6. May need to reconvene after funeral for an hour to refocus on grief/loss – bring group to some closure again and offer various **resources for on-going support**.
- 7. Remember throughout the course of group process, facilitators need to identify students with chronic problems around the issue of suicide/self-destructive behavior (regardless of the cause of the death) and to assess whether or not these students need to be separated from the group. If the students in question are identified as “chronic manipulative attempters” they must be removed from the group.
- 8. The counseling staff may want to consider the possibility of a “neighborhood group” in the evening to reach youngsters at all age levels (checking in with parent(s) to see if there is a need.)
- 9. Finally, we suggest viewing group work as a possibility for the **whole** system, K-12; death impacts the whole educational community, not just one branch.

(ADOPTION DATE: March 13, 1989)  
(REVISION DATE: January 22, 1996)  
(REVIEWED DATE: November 24, 2003)  
(REVIEWED DATE: April 13, 2004)  
(REVIEWED DATE: April 14, 2008)

## AUTOMATED EXTERNAL DEFIBRILLATOR

An Automated External Defibrillator (AED) will be maintained on the premises of each school facility in the Brandon Valley School District. The AED shall be used in emergency situations warranting its use by individuals specially trained in the use of the device.

Sudden Cardiac Arrest (SCA) is a condition that occurs when the electrical impulses of the human heart malfunction causing a disturbance in the heart's electrical rhythm. This erratic and ineffective electrical rhythm causes complete cessation of the heart's normal functioning of pumping blood resulting in sudden death. The most effective treatment for this condition is the administration of an electrical current to the heart by a defibrillator, delivered within a short time.

An AED is used to treat victims who experience SCA. It is only to be applied to victims, who are unconscious, without pulse, signs of circulation, and normal breathing. The AED will analyze the heart rhythm and advise the operator if a shockable rhythm is detected. If a shockable rhythm is detected, the AED will charge to the appropriate energy level and advise the operator to deliver shock.

### LOCATION, MAINTENANCE AND TESTING OF AED UNITS

The AED locations will be as follows:

- High School: across from the restrooms in the commons area
- Middle School: in the commons area on the north wall
- Robert Bennis Elementary: in the commons area between the gym doors
- Brandon Elementary: at the south entrance to the carpeted gym
- Valley Springs Elementary: By the south lower level entry doors
- Fred Assam Elementary: To be determined
- High School Athletic Shed at the Football/Track Stadium

Each AED shall be maintained and tested in accordance with operational guidelines of the manufacturer and monitored as directed by the Superintendent/designee.

Documentation of the maintenance and testing will be kept in the nurse's office in each building. The Medtronic Lifepak CR Plus Defibrillator User's Checklist will be utilized. If trouble shooting is required, use the accompanying Trouble Shooting Log.

### TRAINING

- All Brandon Valley School District staff, coaches and administrators are eligible to complete an approved training course in the operation of AEDs. Staff members must be CPR certified and complete a refresher course as prescribed. The School District will offer annual retraining for personnel who have completed the initial AED program.

- Staff of co-curricular athletic activities will be required to attend the training course in the operation of the AED.
- The Activities Director is required to receive the AED training.
- It is highly recommended that staff who supervise after school activities also receive the training course on the operation of the AEDs.

ADOPTION DATE: October 25, 2004

REVISION DATE: August 25, 2008

## WELLNESS POLICY

The Child Nutrition and WIC Reauthorization Act of 2004, PL 105-268, the U.S. Congress established a new requirement for all local agencies (including public and nonpublic, as well as, Residential Child Care Institutions) with a federally-funded National School Lunch Program (NSLP). The local agencies are required to develop and implement wellness policies that address nutrition and physical activity by the start of the 2006-07 school year. Four (4) criteria are required in meeting the objective; nutrition education, physical activity, nutrition standards and other school based activities.

The Brandon Valley School District promotes healthy schools by supporting wellness, good nutrition and regular physical activity as a part of the total learning environment. The District supports a healthy environment where students learn and participate in positive dietary and lifestyle practices. By facilitating learning through the support and promotion of good nutrition and physical activity, schools contribute to the basic health status of students. Improved health optimizes student performance potential and ensures that no child is left behind.

- The school district will engage a committee composed of students, parents, teachers, administrators, food service professionals, health professionals, and other interested community members in developing, implementing, monitoring and reviewing district-wide nutrition and physical activity goals.
- All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.
- Food and beverages sold or served during regular school day hours will meet the nutrition recommendations of the NSLP.
- Qualified child nutrition professionals will provide students with access to a variety of affordable, nutritious, and appealing foods that will meet the health and nutrition needs of students; will accommodate the religious, ethnic and cultural diversity of the student body in meal planning; and will provide clean, safe and pleasant settings with adequate time for students to eat.
- To the maximum extent possible, the district will participate in available federal school meal programs.
- Schools will provide nutrition education and physical education to foster lifelong habits of healthy eating and physical activity and will establish

linkages between health education and school meal programs, and with related community services and other school based activities.

The Child Nutrition/Wellness Committee will develop, implement, monitor, review and as necessary, revise school nutrition and physical activity programs. To help with the initial development of the district's wellness policy, each school in the district will conduct a baseline assessment of the school's existing nutrition and physical activity environments and policies. Assessments will be repeated every year to review policy compliance, assess progress, and determine areas in need of improvement.

As part of that review, the Wellness Committee will review nutrition standards with education goals; physical activity and education goals; and evaluate the provision of the environment to support healthy eating and physical activity.

ADOPTION DATE: June 26, 2006

REVIEWED DATE: April 14, 2008



## STAFF ETHICS

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 execution of all official business within the properly designated authorities of the school system.
- The establishment of friendly and intelligent cooperation between the community and the school district.
- Favorable representation of the school district at local events that are in recognition of the schools' contributions to the community.
- The placement of the welfare of children as the first concern of the school district, thus appointments to positions and promotion must be based solely on merit. The use of pressure on school officials for appointment or promotion is unethical.
- Restraint from using school contacts and privileges to promote partisan politics, sectarian religious views, or selfish propaganda of any kind.
- Directing any criticism of other staff members or of any department of the school district toward the improvement of the school district.
- Such constructive criticism is to be made directly to the particular school administrator who has the administrative responsibility for improving the situation and then to the superintendent if necessary.

(Adoption date : June 14, 1982)  
(Revision date: February 28, 2005)  
(Reviewed date: November 24, 2008)

CROSS REFS.: GBC subcodes (all relates to staff ethics)

## STAFF CONFLICT OF INTEREST

Employees of the Board will not engage in nor have a financial interest, directly or indirectly, in any activity that conflicts (or raises a reasonable question of conflict) with their duties and responsibilities in the school system.

Employees will not engage in work of any type where information concerning customer, client, or employer originates from any information available to them through school sources.

Employees will not sell textbooks, instructional supplies, equipment, reference books, or any other school products to the schools in the district. They will not furnish the names of the students or parents to anyone selling these materials.

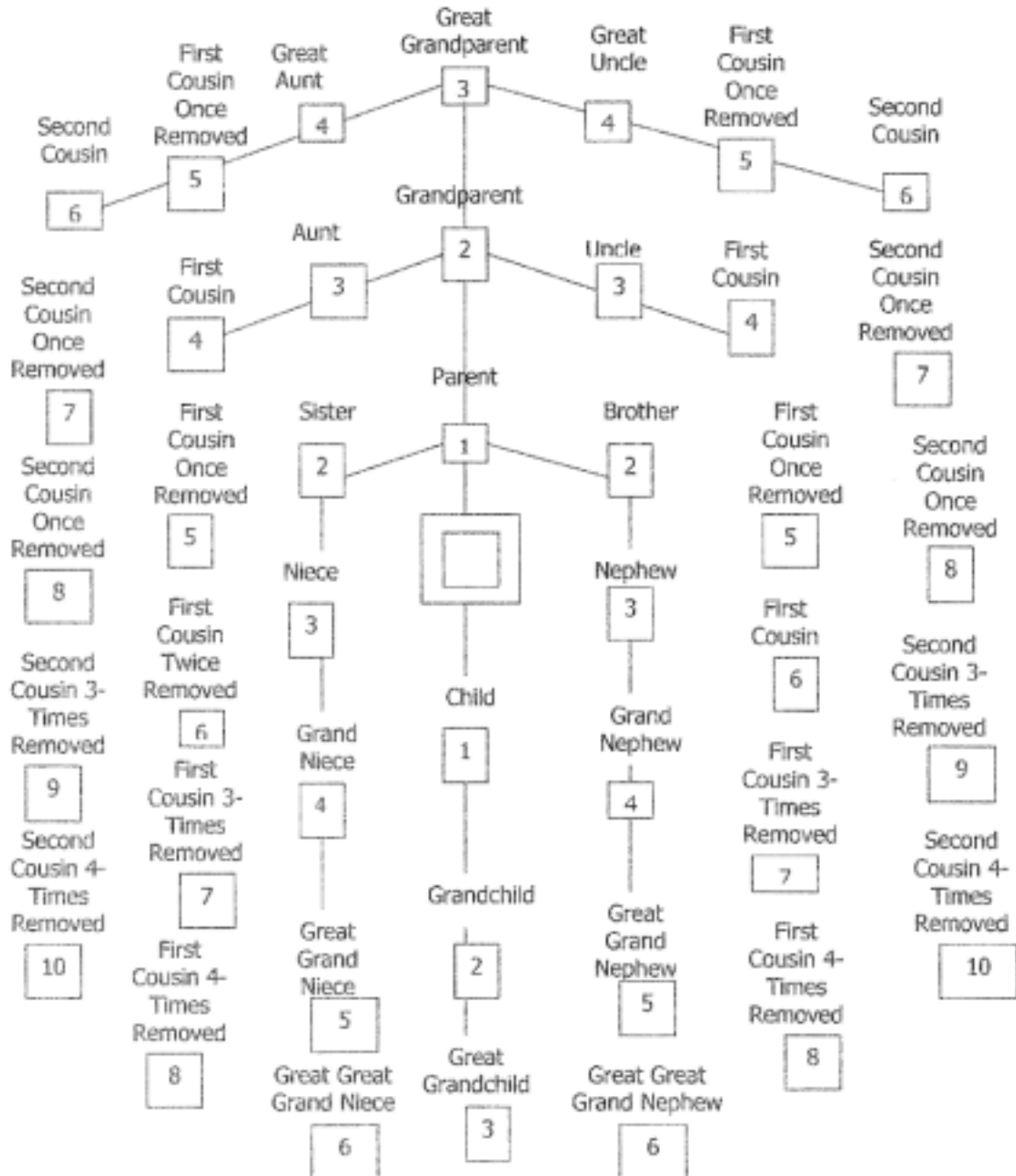
In order that there is no conflict of interest in the supervision and evaluation of employees, at no time may any administrator be responsible for supervision and/or evaluation of an employee who is related to them within the third degree of consanguinity or is their spouse.

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

(ADOPTION DATE: June 14, 1982)  
(REVISION DATE: January 22, 1996)  
(REVISION DATE: February 28, 2005)  
(REVIEWED DATE: November 24, 2008)

CROSS REF.: BBFA, Board Member Conflict of Interest

STAFF CONFLICT OF INTEREST  
RELATIONSHIPS AND DEGREES OF KINDRED ACCORDING TO THE CIVIL LAW



Note: This chart should assist you in determining the degree of consanguinity.  
 Adoption Date: June 14, 1982

## 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 employees will conduct themselves in a manner that not only reflects positively on the school district, but also sets forth a model worthy of emulation by students.

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

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

1. Faithfulness and promptness in attendance at work.
2. Support and enforcement of policies of the Board and regulations of the school administration in regard to students.
3. Diligence in submitting required reports promptly at the 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.

(Adoption date: June 14, 1982)  
(Revision date: February 28, 2005)  
(Reviewed date: November 24, 2008)

CROSS REFS.: GCD, Professional staff Hiring  
GCPD, Suspension and Dismissal of Professional Staff  
Members.

STAFF HEALTH AND SAFETY

The employee is required to submit, within ten days after first being employed, a certification of health signed by a licensed physician.

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

WORKER'S COMPENSATION

Any employee who is injured while at work should immediately report the injury to the Business Office and request the necessary forms to make application for payment under this law.

(ADOPTION DATE: June 13, 1982)

(REVISION DATE: December 9, 1985)

(REVISION DATE: January 22, 1996)

(REVISION DATE: February 28, 2005)

(REVISION DATE: January 26, 2009)

CROSS REF.: GCBC, Professional Staff Fringe Benefits  
BDBC, Support Staff fringe Benefits

## 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 making the determination, the school-nursing department shall consider:

1. the physical condition of the school employees;
2. the expected type(s) of interaction with others in the school setting;
3. the impact on both the infected school employee and others in that setting;
4. the South Dakota Department of Health guidelines and policies;
5. the status of certification of the employee as is promulgated in SDCL 13-43-3 and SDCL 13-43-3.3;
6. the recommendation of the County Health Officer, which may be controlling;
7. information regarding the infected employee which is deemed part of his/her personnel records, therefore is classified as "confidential" as required by SDCL 1-27-3.

The school nursing department 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 following procedure will be followed by the principal:

Information will be provided, as appropriate to school employees who have regular contact with the employee, as to the employee's medical condition and other factors needed for consideration in carrying out job responsibilities.

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

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

(ADOPTION DATE: December 14, 1987)

(REVISION DATE: January 22, 1996)

(REVISION DATE: February 28, 2005)

(REVISION DATE: January 26, 2009)

OTHER REFERENCE: Control of communicable Diseases in Man, 14<sup>th</sup> Ed., 1985  
Abram S. Benenson, Editor

## EMPLOYEE COMMUNICABLE DISEASE GUIDELINES

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

DISEASE AND INCUBATION PERIOD*	RULES FOR WORK ATTENDANCE
Acquired Immune process Deficiency syndrome (AIDS) 6 months-five years	Determination should be made by the team as outlined in the Communicable Disease Policy. The State department of Health guidelines on AIDS shall be used as reference.
Chicken Pox 14-21 days	The employee may attend work after all pox are dry and scabbed.
Cytomegalovirus (CMV) Salivary Gland Viruses	The employee may attend work. Precautions should be taken by contacts with immunosuppression as anti-cancer or organ transplants as well as anyone with suspected or known pregnancy. Good hand washing in all cases should eliminate risk of transfer of infection.
Giardiasis and Infectious Enteric Diseases 5-25 days or longer	The employee may attend work. Food handlers must remain at home until they have three negative stool specimens. Good hand washing in all cases should eliminate risk of transfer of infection.
Herpes Simplex 2-12 days	The employee may attend work during an active case. Good hand washing in all cases should eliminate risk of transfer of infection.
Impetigo variable 4-10 days	The employee may attend school if under treatment and dry.
Infectious hepatitis 15-40 days Average 25 days	The employee may attend work as directed by the physician. Appropriate personal hygiene precautions should eliminate risk of transfer of infection.
Measles (Red, Hard, Rubeola, 7 day) 8-14 days	The employee may attend work after a minimum of seven days. Employees



	who have had contact with measles may attend work if the employee has had the measles or if immunization is up to date.
Infectious Mononucleosis (Glandular Fever) 2-6 weeks	The employee may attend work as directed by the physician.
Mumps 12-21 days	The employee may attend work after swelling has disappeared.
Pediculosis (Lice, Crabs)	The employee may attend work after treatment.
Pink Eye (Conjunctivitis) 5-12 days	The employee may attend work after the eye is clear, under treatment or with physician's written permission.
Plantar's Warts	The employee may attend work.
Ring Worm (Scalp, Body, Athlete's Foot)	The employee may attend work if the area is under treatment
Rubella (3-day, German Measles) 14-21 days	The employee may attend work after a minimum of four days. Prevent exposure of pregnant women.
Scabies (7 year itch, mites)	The employee may attend work after treatment.
Streptococcal Infections (Scarlet Fever, scarletina, Strep Throat) 1-3 days	The employee may attend work 24 hours after initiating oral antibiotic therapy, and clinically well.

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

(ADOPTION DATE: December 14, 1987)

(REVISION DATE: January 22, 1996)

(REVISION DATE: February 28, 2005)

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## USE OF ALCOHOL AND OTHER DRUGS BY EMPLOYEES

The school board will not tolerate the unlawful manufacture, use, possession, sale, distribution, or being under the influence of alcohol and/or other drugs. Any employee who violates this policy will be subject to disciplinary action which may include dismissal, and referral for prosecution. Each employee of the district is hereby notified that, as a condition of employment, the employee must abide by the terms of this policy and will report to the superintendent any criminal alcohol and/or other drug statute conviction for any alcohol and/or other drug violation. Such notification must be made by the employee to the superintendent no later than five (5) days after conviction.

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 participate in an on-going district alcohol and/or drug-free awareness program that will inform them about the dangers of alcohol and/or other drug use/abuse, this policy of maintaining an alcohol and/or other drug-free environment, available alcohol and/or other drug counseling, rehabilitation, and employee assistance programs, and the disciplinary sanctions that may be imposed upon employees for alcohol and/or other drug use/abuse violations.

The 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 alcohol 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 employees.

(Adoption: September 10, 1990)  
(Revision: September 12, 1994)  
(Revision: February 28, 2005)  
(Revision: January 26, 2009)

## STAFF PARTICIPATION IN POLITICAL ACTIVITIES

School employees engaging in political activity shall make it clear that their utterances and actions are theirs as individuals and that they, in no manner, represent the view of the school system.

School employees shall not engage in partisan political activity (i) on school premises, (ii) using school property or equipment, (iii) during normal business hours, or (iv) during a work assignment.

Political activities which are allowed include:

1. Dissemination of information concerning school tax and/or bond elections.
2. Dissemination of information concerning state or federal legislation directly affecting public education.
3. Discussion and study of politics and political issues, when such discussion and study are appropriate to classroom studies, such as history, current events, and government.
4. Student and employee elections.

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 they intend to seek, together with the decision as to whether they wish to continue employment and under what terms and conditions.

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

In connection with their campaigning, no employee will use school system facilities, equipment, or supplies; nor will the employee discuss their 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.

An employee 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 employee 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.

Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs. (Hatch Act).

(Adoption date: June 14, 1982)  
(Revision date: September 14, 1992)  
(Revision date: February 28, 2005)  
(Revision date: September 11, 2006)  
(Reviewed date: November 24, 2008)

## STAFF GIFTS AND SOLICITATIONS

### Gifts:

Whereas it is the policy of the Brandon Valley School District to promote and enhance the quality of social, economic and cultural opportunities for every child regardless of their background, it behooves the enactment of a policy regarding the giving and receiving of gifts within the school institution as based on the following rationale:

1. There is the inherent problem of students vying with each other in the giving of gifts to district employees.
2. Students may easily suffer embarrassment caused by lack of money for employee gifts or because of parental opposition.
3. There is danger in using the size and price of the gift as a prestige factor among their peers.
4. Generally, public employees frown on gifts as not being compatible with the intentions of an educational institution.

No student or family should have to suffer personal insecurity, anxiety, or embarrassment at a time of the year when all families have to make critical judgments as to the matter of gifts.

In the same vein, district employees should not present gifts to students. This does not include "token gifts or treats" for "special" occasions. The same type of problem can arise with employee giving different valued gifts and the personal ability of employees to purchase gifts, etc. It would be quite appropriate for the employees of a building to collectively determine the "treat" for their students at certain times of the year. This exchange of minor gifts on major holidays will be permitted on a voluntary basis for "special" occasions under the administrative guidelines established by building principals and department supervisors. Only "reasonable" exchanges will be allowed by these guidelines.

At the secondary level, the policy provides for the allowance of small gifts of remembrances to the sponsor, coach, or directors at the completion of an activity. It can only be given in the name of a "group" with no listing of names, etc. of individual contributors. Monies for these gifts, if any, cannot be taken from the funds of any group held in school activity funds.

Holiday cards, letters of appreciation and other such remembrances are permissible, and any delivery of gifts to the home does not come under the jurisdiction of the school district.

This policy is made simply to insure that the whole school community – staff, students, parents, -- recognize the responsibility of the school district in protecting the children of all people from the possibilities of anxiety and insecurity on such matters.

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

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

Solicitations:

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

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

(Adoption date: October 25, 1982)  
(Revision date: February 28, 2005)  
(Reviewed date: November 24, 2008)

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CROSS REFS.: JL, Student Gifts and Solicitations  
KI, Public Solicitations in the Schools

## PERSONNEL RECORDS

The superintendent will develop and implement a comprehensive and efficient system of personnel records, under the following guidelines:

1. A personnel folder for each employee will be accurately maintained in the district offices.
2. In addition to the application for employment and references, personnel folders will contain records and information relative to compensation, payroll deductions, evaluations, and such other information as may be required by the state or considered pertinent.
3. All personnel records of individual employees of the Board will be considered confidential. They will not be open for public inspection; access will be limited to the superintendent, the appropriate building principal, and central office personnel authorized by the superintendent. The superintendent will take the necessary steps to safeguard unauthorized use of all confidential material.
4. Each employee will have the right, upon request, to review the contents of their own personnel file, and recommendations provided to the district on a confidential basis. Such request will be made to the superintendent and scheduled for a time convenient for the parties involved.
5. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and will become part of his personnel file. Anonymous material or material from an unidentified source will not be placed in a staff member's file unless it is signed by the person making the comment and the staff member is informed of the comment and afforded the opportunity to include a written response in the file.
6. Lists of district employee's names and home addresses will be released only to governmental agencies as required for official reports.

(ADOPTION DATE: June 14, 1982)

(REVISION DATE: January 22, 1996)

(REVISION DATE: February 28, 2005)

(REVIEWED DATE: November 24, 2008)

## STAFF COMPLAINTS AND GRIEVANCES

The Board has directed 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. Employees may appeal a ruling of a principal or other administrator to the superintendent.
2. All school employees may appeal a ruling of the superintendent to the Board.

The procedure 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.

(ADOPTION DATE: June 14, 1982)  
(REVISION DATE: December 9, 1985)  
(REVISION DATE: January 22, 1996)  
(REVISION DATE: February 28, 2005)  
(REVIEWED DATE: November 24, 2008)

CONTRACT REFS.: Teacher's Negotiated Agreement Article III  
Classified Personnel Handbook (See Grievance Procedure Policy)





C. Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_|\_\_\_\_\_  
Signature: Date:

STEP III

A. Date Received by Board of Education or Designee: \_\_\_\_\_

B. Disposition by Board: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_|\_\_\_\_\_  
Signature: Date:

C. Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_|\_\_\_\_\_  
Signature: Date:

STEP IV (per negotiated agreement)

A. Date submitted to Division of Labor: \_\_\_\_\_

B. Disposition and Award of Arbitrator: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_|\_\_\_\_\_  
Signature: Date:

NOTE: If additional space is needed in reporting  
Sections B1 and 2 – Step I, attach additional sheet

(ADOPTION DATE: June 14, 1982)  
(REVISION DATE: February 28, 2005)  
(REVISION DATE: January 26, 2009)

STAFF COMPLAINTS AND GRIEVANCES  
Classified Employees

Grievance Procedures for employees Not Represented by a Bargaining Unit Recognized by this Board.

A. Definitions

1. An "employee" shall mean an employee of the Brandon Valley School District who is not represented by a bargaining unit recognized by the Board of Education.
2. A "reviewable issue" shall mean a claim by an employee that a dispute or disagreement of any kind exists involving interpretation or application of a policy of the Board of Education or a rule or practice of the administration or that an employee has been treated inequitably or that there exists a condition which jeopardizes employee health or safety. The term "reviewable issue" shall not apply to any matter for which the method of review is prescribed by law and shall not apply to any subject over which the Board of Education has no authority to act.
3. The term "days" when used in this article shall mean weekdays; thus, weekends or holidays are excluded.

B. Purpose

As problems arise, good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of good will, mutual respect, and candor. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise. These proceedings will be kept as informal and confidential as shall be appropriate at any level of the procedure.

C. Procedure

1. Level I
  - a. An employee with a reviewable issue will first discuss it with the employee's immediate supervisor with the objective of resolving the matter informally.
  - b. If the employee is not satisfied with the disposition of his/her claim, he/she may file a written request with the immediate supervisor within five days after the informal discussion. The written request for review shall state the particular policy, practice, rule, or unsafe conditions which form the basis of the request for review. The immediate supervisor shall hold a hearing with the parties in interest within five days after receipt of the written request for review and shall provide a written answer to the issue within five days after the hearing. The answer shall include the reason(s) upon which the decision was based.
  - c. If the employee is not satisfied with the disposition of the complaint, the employee may within five days of receipt of the written decision file a written request that the matter be reviewed by the next supervisor in the chain of command. (This step in the process is skipped if the Superintendent is the supervisor next in the chain of command.) The supervisor shall review the material concerning the dispute and may arrange for a hearing with the employee and/or the appropriate supervisor to obtain additional information or for investigation as required. Upon completion of the investigation, or hearing, the supervisor shall have ten days to provide a written decision. The decision shall state the reason(s) upon which it is based.

2. **Level II**  
If the employee is not satisfied with the disposition of his/her complaint at Level I, he/she may within ten days of receipt of the written decision request that the matter be reviewed by the Superintendent of Schools or, at the discretion of the Superintendent, his/her official designee. The Superintendent, or designee, shall review this material concerning the dispute and may arrange for a hearing with the employee and/or the appropriate supervisor to obtain additional information or for investigation as required. Upon completion of the investigation, or hearing, the Superintendent or designee shall have ten days to provide a written decision. The decision shall state the reason(s) upon which it is based.
3. **Level III**  
If the employee is not satisfied with the disposition of his/her claim at Level II, he/she may within ten days of receipt of the written decision file a written request for review by the Board of Education. Such request must be made through the Superintendent at least ten days prior to the regularly scheduled Board of Education meeting at which the reviewable issue is to be considered. The Board of Education shall have the sole authority to determine whether further review is required and shall take one of the following actions at the next regular meeting of the Board following receipt of the employee's request for review: (1) Affirm or overrule the decision of the Superintendent of Schools, or designee, upon the information gathered during the previous proceedings. (2) Submit the matter for further hearing before the Superintendent or another officer designated by the Board of Education with the request for specific findings, conclusions, and recommendations within 45 days. Such findings, conclusions, and recommendations will be advisory only to the Board of Education. (3) Schedule a hearing before the Board of Education at a time to be determined by the Board. Following such a hearing, the Board of Education shall enter its findings, conclusions, and decisions within 45 days.

D. **General Provisions**

1. At all hearings provided for in this regulation, the employee shall have the right to question any witnesses presenting material relative to the matter at issue and shall have the right to present such witnesses as the employee may deem necessary to develop the facts pertinent to the matter. All documentary materials pertinent to the issue shall be made available to the employee. The employee may be accompanied at any of the hearings or fact-finding investigations by any advisor the employee deems to be appropriate or necessary.
2. No issue shall be recognized by the administration or Board of Education unless it shall have been raised at the first level within 60 days after knowledge of the facts which form the basis for the complaint; failure to do this will cause the right to appeal to be forfeited.
3. All the timelines specified above may be extended in writing by mutual agreement of the parties.

(ADOPTION DATE: August 27, 2007)  
(REVIEWED DATE: November 24, 2008)

## 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.

(Adoption date: June 14, 1982)  
(Revision date: February 28, 2005)  
(Reviewed date: January 26, 2009)

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Note: Job descriptions for professional staff positions are available for review in the office of the superintendent.

JOB DESCRIPTION

TITLE: BUSINESS MANAGER

QUALIFICATIONS:

1. BA Degree in Business Administration /Public Administration
2. Two years related management experience
3. Demonstrated aptitude or competence of assigned responsibilities
4. Such alternatives to the above qualifications as the Board of Education may find appropriate and acceptable.

REPORTS TO: Superintendent of Schools

SUPERVISES: Business Office Staff and Information Technology Staff

General

1. Supervises management of financial affairs of school.
2. Supervises all accounting operations.
3. Supervises the collection of all moneys belonging to district.
4. Acts as custodian of all moneys belonging to district.
5. Receives all moneys belonging to district.
6. Deposits moneys received in banks designated by the district board.
7. Keeps financial records and gives detailed account of money received and disbursed at least once a month.
8. Gives a bond in such sum as shall be required by the board.
9. Verifies all vouchers for payment.
10. Codes such vouchers for charging to proper accounts.
11. Prepares checks after approval of vouchers by board.
12. Mails checks after signing.
13. Shall be ready to produce, when required, all books and papers pertaining to office.
14. Keeps all reports, books, records, contracts and papers in office open to inspection of any voters or taxpayers of the district, Board of Education, Secretary of Education or auditor at any time.

15. Reports the levy in dollars adopted by the school board to the county auditor.
16. Acts for Operations Manager in their absence.
17. Assumes any other assignment required by the Board or Superintendent.

#### Budget Officer

1. Develops budget guidelines, coordinates preparation of budget.
2. Coordinates the presentation of, justification for, and preparation of additional analysis required to understand the budget proposal for action by the board.
3. With superintendent, prepares analyses of program costs and methods of financing.
4. Coordinates, processes and controls transfer of budgeted funds.
5. Matches requisitions against budget or recommendation to the system, see that purchases orders are written.

#### Board Secretary

1. Attends all meetings of the board.
2. Keeps accurate journal of proceedings.
3. Keeps board books and documents.
4. Prepares financial portion of the annual report of district to DOE.
5. Signs minutes of all annual, regular and special meetings of the board.
6. Within 20 days of a meeting shall submit a full account of unapproved minutes for publication in legal newspapers.
7. Shall sign all legal publications submitted to newspaper after helping prepare and approve such legals.

#### Elections

1. Has full charge of elections.
2. Publish notice of vacancies.
3. Maintain file of declaration of candidates.
4. Publish notice of elections.
5. Arrange for polling places.
6. Hires election boards.
7. Assembles all necessary supplies, registration books, ballots, etc.
8. Has charge of absentee ballots.
9. Verifies vote to county auditor.

#### Payroll

1. Prepares certified employee contracts.
2. Prepares and submits a correct tabulation of salaries for month, including contract, hourly and part-time and/or substitute personnel.
3. Keeps proper records of all authorized payroll deductions.
4. Forwards all proper payroll withholdings.

5. Prepares and submits all monthly, quarterly and annual payroll reports.
6. Is authorized representative for retirement and insurance funds.

### District Purchasing

Insures that each student in the district derives maximum benefit from the expenditure of the per pupil allocation set by the Board of education for the acquisition of supplies in the operations area.

1. Initiates contracts with vendors relative to supply and equipment availability, invoices, purchase orders, and contracts.
2. Obtains and studies comparative prices and quotations.
3. Purchases by competitive bidding, informal quotations, and negotiation, items of supply and equipment necessary for the operation of the district.
4. Studies price trends and market conditions and keeps informed of sources of supply and new product developments.
5. Investigates quantity and quality of commodities purchased.
6. Prepares all bidding documents, including notice to bidders, instruction to bidders, specifications, and form of proposal.
7. Monitors all purchase requisitions to determine correctness of information, price extensions, coding information, and so on.
8. Develops and maintains appropriate records, such as vendor register, commodity register, bidder list.
9. Assumes responsibility for correspondence relating to school district purchasing activities.
10. Prepares the periodic reports relating to the purchasing function.
11. Assumes responsibility for the operation of perpetual inventory systems and accountability of such.

TERMS OF EMPLOYMENT: Contract. Salary and work year to be established by the Board of Education.

EVALUATION: Performance of this job will be evaluated in accordance with provisions of the Board's policy on Administrator Evaluation (AFB-EE).

(Adoption date: June 14, 1982)  
(Revision date: December 9, 1985)  
(Revision date: February 28, 2005)  
(Reviewed date: January 6, 2009)

## JOB DESCRIPTION

TITLE: DISTRICT OPERATIONS MANAGER

QUALIFICATIONS:

1. BA Degree in Business Administration/Public Administration
2. Two years related management experience.
3. Demonstrated aptitude or competence of assigned responsibilities.
4. Such alternatives to the above qualifications as the Board of Education may find appropriate and acceptable.

REPORTS TO: Superintendent of Schools

SUPERVISES:

1. District Child Nutrition Services
2. District Transportation Services
3. District Custodial Services
4. District Maintenance Services
5. District Grounds Services
6. Print Shop Operations.

### JOB GOAL - Child Nutrition Services

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

### Performance Responsibilities

1. Administers personnel policies and evaluates Child Nutrition Director.
2. Administers personnel policies.
3. In coordination with the Business Manager assist in the development of the child nutrition budget.
4. Administers the child nutrition budget.
5. Reviews and evaluates all requests and recommendations for purchases of new and replacement equipment and food items.
6. Prepares specifications and bid documents for all items requiring bids by law or Board policy.



## JOB GOAL - District Transportation Services

To enable students who live an unreasonable safe walking distance to and from school in a safe, efficient manner and provide transportation in direct support of the curriculum and co-curricular programs as determined by the board.

### Performance Responsibilities

1. Develops and administers the Transportation Services to transport students, who require transportation, to and from school in a safe, efficient manner.
2. In coordination with the Business Manager, assist in the development of the transportation budget.
3. Administer the transportation budget.
4. Authorizes purchases in accordance with budgetary limitations and district policies.
5. Maintains safety standards in conformance with State of South Dakota and insurance regulations and develops a program of preventative safety.
6. Review all Bus Conduct Reports and act as a liaison for complaints and special requests of parents and staff.
7. Evaluates future equipment and personnel needs based on surveys of resident students, distances, and grade levels.
8. Enforces all state laws and regulations regarding school transportation.
9. Reviews and insures that all appropriate insurance reports are dispatched.
10. Submits all reports required by state authorities.
11. Makes recommendations for the determination of optimum timing of replacements for vehicles and equipment.

## JOB GOAL – Maintenance, Custodial and Grounds

To maintain the district's facilities and grounds in a condition of operating excellence, cleanliness, neatness and safety, so that full educational use of them may be made at all times.

### Performance Responsibilities

1. Develops and administers Custodial Services, Maintenance Services, and Grounds Services by establishing guidelines, goals and supervision resulting in well maintained facilities and grounds.
2. Recruits, screens, hires, assigns all department staff employees.
3. Select and authorize the purchase of the appropriate supplies and equipment for use by the Services. Appropriate inventories will be maintained by each Service.
4. Calls meetings of the Services Directors staff when it is necessary.
5. Establishes guidelines for the division of responsibility of Services for repairs.
6. Establishes and delegates to the Services Directors to perform supervision and support for year-round custodial, maintenance, and grounds Services.
7. Inspects each building twice a semester and more often if necessary and confers with building principals regarding the Services performance.
8. Inspects and insures that all fire alarm systems and extinguishers are being maintained on a regularly scheduled basis.
9. In coordination with the Business Manager assist in the development of the Services budgets.
10. Administers the department Services' budgets.
11. Maintains such personnel and other records as are required.
12. Evaluates the Services' Directors.
13. Confers with landscape architects and other parties in making plans for landscaping, planning, and upkeep.
14. Interprets plans and sketches to insure they are carried out as indicated by design.
15. Selects trees, shrubs, plants, and seeds appropriate for planting or sowing.
16. Sees that all department personnel are knowledgeable of all skilled gardening procedures that are required. Ensure Grounds Supervisor is trained and has skills and experience for the proper care of lawn, sport's turf and ornamental enhancements such as special grasses, landscaping, deciduous and coniferous trees.
17. Oversees the purchases of all necessary equipment and required for the proper upkeep and care of the grounds.
18. Establishes personnel schedules and maintains such personnel records as are necessary.
19. Directs programming for the preparation of playing fields, grounds, and other necessary facilities for athletics and other school activities.
20. Reviews on a regular basis, all security precautions and procedures and recommends additions, changes, or reductions in service as appropriate.
21. Supervises and inspects the improvement and renovation work performed by outside contractors and verifies that the items of all such contracts have been fulfilled before authorizing final payment.
22. Prepares all required OSHA reports.

23. Determines and establishes detailed specifications pertaining to supplies, materials, equipment, and contract work.
24. Coordinates all purchase requirements for Child Nutrition Services, Custodial, Maintenance and Grounds.
25. Establishes appropriate maintenance, grounds keeping, security, and custodial requirements for each school building and installation.
26. Makes assignment and termination of employment of all personnel encompassed within District Operations.
27. Inspects all school buildings, grounds, and installations on a regular basis to determine that high standards of workmanship, cleanliness, safety, and security are maintained.
28. Works with individual building principals in establishing emergency evacuation procedures for each schoolroom and office.
29. Keeps informed of the latest trends, developments, and products in the areas of maintenance, repairs, and upkeep, and encourages innovation and experimentation as appropriate.
30. Oversees all building projects.

Performs other duties as assigned.

TERM OF EMPLOYMENT: Contract. Salary and work year to be established by the Board of Education.

EVALUATION: Performance of this job will be evaluated in accordance with provisions of the Board's policy on Administrator Evaluation (AFB-EE).

(Adoption date: June 14, 1982)  
(Reviewed date: February 28, 2005)  
(Revision date: February 23, 2009)

JOB DESCRIPTION

- TITLE: CURRICULUM DIRECTOR
- QUALIFICATIONS: South Dakota Administrative Certificate
- REPORTS TO: Superintendent of Schools
- SUPERVISES:
1. Classroom teachers and other staff K-12.
  2. Works cooperatively with the Assistant Curriculum Director.
  3. Works cooperatively with the building principals as their work relates to the responsibilities of the director's position.

Performance Responsibilities

1. Develop and coordinate the curriculum of the school system.
2. Organize and lead curriculum planning and evaluation groups in assessing local practices, and planning needed program modifications.
3. Interpret the vertical and horizontal aspects of the curriculum and the articulation of curriculum areas.
4. Develop curriculum guides and other materials to document and help evaluate present and future Brandon Valley instruction.
5. Carry on a continuing evaluation of the curriculum and instructional practices.
6. Coordinate state and district testing programs with state content standards.
7. Plan and conduct programs of in-service education and other means of professional growth for staff members.
8. Visit the schools of the district to be aware of current needs and practices.
9. Keep informed about new developments and experiments in education and keeps the Superintendent and other administrators informed of such items.
10. Perform other duties as assigned by the Superintendent.

TERMS OF EMPLOYMENT: Contract. Salary and work year to be established by the Board of Education.

EVALUATION: Performance of this job will be evaluated in accordance with provision of the Board's policy on Administrator Evaluation (AFB-EE)

- (Adoption Date: June 10, 1985)  
(Revision Date: February 28, 2005)  
(Review Date: January 26, 2009)

JOB DESCRIPTION

TITLE: Director of Special Services

QUALIFICATIONS: Certification as required by South Dakota Department of Education or Administrative Certificate with Special Education background

REPORTS TO: Superintendent of the School District

SUPERVISES: Special Education and Title I Staff  
Staff members designated by the Superintendent

Performance Responsibilities

1. Responsible to the superintendent in matters pertaining to special education, Section 504 and Title I.
2. Administers federal and state special education laws, rules/regulations and policies of the school board.
3. Completes the required state and federal applications and reports for special education and Title I.
4. Provides leadership in the development, implementation and evaluation of effective programs for students in special education and Title I.
5. Participates in budget development for special education, Title I and Section 504, oversees expenditures of such funds during the fiscal year.
6. Makes personnel recommendations to the superintendent for positions in special education and Title I, including recruitment, selection, reemployment and termination.
7. Observes and evaluates the performance of district certified and classified personnel in special education and Title I.
8. Provides input and feedback to the director and/or designee of East Dakota Educational Cooperative (EDEC) regarding personnel and programs provided by EDEC to the district.
9. Attends and participates in all placement committee meetings/IEPs of students placed in out-of-district programs, preschool students, unless otherwise delegated, and in other meetings upon need and/or principal request.
10. Plans and conducts committee and staff meetings, as needed.
11. Works closely with building principals and other district administrators in matters pertaining to special education, Section 504 and Title I.
12. Supervises the maintenance of all required special education and Title I records;
13. Supervises and directs the district's early childhood screenings and other Child Find activities.
14. Attends and participates in administrative meetings called by the superintendent;
15. Prepares an annual five-year plan for the district's special education and Title I programs.

16. Membership and active participation in state and national associations (i.e. School Administrators of South Dakota, state and national Council of Administrators of Special Education).
17. Serves on state workgroups as initiated by the Department of Education, Special Education Programs.
18. Consults with the superintendent concerning important school issues for which there is no policy or precedent before making a decision or adopting a course of action.
19. Plans and supervises extended school year (ESY) services for eligible students.
20. Attends local, state and national workshops and conferences to keep current in field.
21. Coordinates and prepares for special education and Title I state compliance reviews.
22. Serves as district school improvement coordinator.
23. Performs other duties as assigned by the superintendent.

TERMS OF EMPLOYMENT: Contract. Salary and work year to be established by the Board of Education.

EVALUATION: Performance of this job will be evaluated in accordance with provisions of the Board's policy on Administrator Evaluation (AFB-EE).

(Adoption Date: February 28, 2005)  
(Review Date: January 26, 2009)

JOB DESCRIPTIONS

TITLE: PRINCIPAL

QUALIFICATIONS: 1. Principal's Certificate  
2. Degree(s) required for the Principal's Certificate.  
3. Prior job experiences as the Board may find appropriate and acceptable.

REPORTS TO: The Superintendent of Schools.

SUPERVISES: Staff members designated by the Board or the Superintendent.

Performance Responsibilities

1. Interprets and enforces district policies and administrative regulations.
2. Participates in the selection and supervision of all certified personnel in their school building.
3. Participates 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 their 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 their school.
15. Responds to written and oral requests for information.
16. Keeps Superintendent or designee informed of events and activities of an unusual nature as well as routine matters

17. Assumes responsibility for their 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 their supervision according to statute and Board policy.

TERMS OF EMPLOYMENT: Contract. Salary and work year to be established by the Board of Education.

EVALUATION: Performance of this job will be evaluated in accordance with provisions of the Board's policy of Administrator Evaluation (AFB-EE).

(Adoption date: June 14, 1982)  
(Revision date: February 28, 2005)  
(Review date: January 26, 2009)



JOB DESCRIPTION

TITLE: ASSISTANT PRINCIPAL

QUALIFICATIONS: 1. Master's degree in an approved program for secondary principal certification.  
2. A minimum of four years teaching experience at the secondary level and coaching/activity director or leader.

REPORTS TO: Principal

SUPERVISES: Staff members designated by the Principal

Performance Responsibilities

1. Demonstrated ability to work with others in a positive manner.
2. Excellent organizational and time management skills.
3. Excellent written and verbal communication skills.
4. Demonstrated ability to use a computer for word processing, spreadsheets and data entry.
5. Knowledge of the best educational practices at the secondary level, current research on secondary education and co-curricular activities.
6. Knowledge of state law with regard to activities.

TERMS OF EMPLOYMENT: Contract. Salary and work year to be established by the Board of Education.

EVALUATION: Performance of this job will be evaluated in accordance with provisions of the Board's policy of Administrator Evaluation (AFB-EE).

(Adoption date: June 14, 1982)  
(Revision date: February 28, 2005)  
(Review date: January 26, 2009)

JOB DESCRIPTION

TITLE: ACTIVITIES DIRECTOR

QUALIFICATIONS: 1. Master's degree in an approved program for secondary principal certification.  
2. A minimum of four years teaching experience at the secondary level and coaching/activity director or leader.

REPORTS TO: BVHS and BVMS Principals  
Consults with: head coaches, directors, advisors, assistants, teachers and administrators.

SUPERVISES: Coaches, Advisors relating to all activities

Performance Responsibilities

The Activities Director under the supervision and direction of the building principals shall:

1. Organize and maintain a program of athletics and co-curricular activities in keeping with the aims and purposes of education as conceived by the Superintendent and Board of Education.
2. Direct, coordinate, evaluate, and provide appropriate supervision for all sports and non-sport activities, keeping a balance between the emphasis on athletics and the other school activities and in providing an equal access of opportunity for boys and girls.
3. Provide a yearly system of financial accounting for all sports and activities, including a list of all proposed expenditures, working through the building principal(s) to the Superintendent for approval. This accounting process will include a participation summary, detailing the nature and number of activities and the number of students competing and/or withdrawing during the year.
4. Conduct a program of external and internal public relations to encourage recognition, support, participation, involvement, and the esprit de corps of students, faculty, staff, and parents and the various community constituencies represented by the school athletic/activity programs.

Specific Responsibilities:

1. Inform the principal(s) of the activities, problems, and progress of the activities program using a goal setting/evaluation process.
2. Interview and assist in making recommendations for the selection of personnel for the sports/non-sport programs.
3. In cooperation with the building principal, and the Manager of Buildings and Grounds, insure that athletic facilities are in proper repair and that building facilities are appropriate for related co-curricular activities.
4. Make necessary arrangements for athletic/activity contracts, publicity, obtaining and rating officials and judges, arranging for gate keepers, ticket sellers, guarantee necessary police protection and crowd control, again in cooperation

- with the coaches and/or activity sponsors.
5. Check and report on eligibility requirements and compile any required athletic/activity reports, and include them in the annual report.
  6. Arrange for physical examinations of athletes.
  7. Coordinate with the principals the necessary information relative to the athletic/activity insurance program, activity tickets, etc.
  8. Supervise the inventory, storage and care of athletic/activity equipment and supplies.
  9. Direct and coordinate the scheduling of all student activities within the school calendar.
  10. Handle all discipline situations associated with activities.
  11. Develop an organizational manual for all coaches/sponsors/directors.
  12. Promote a system of regular recognition and publicity of participants and programs to the media.
  13. Promote esprit de corps activities among staff and students.
  14. Promote booster clubs/liaison work with coaches and or sponsors.
  15. Coordinate the purchase of equipment and supplies acquired through bids and/or quotations.
  16. Coordinate interscholastic scheduling for athletic teams and oversee the scheduling activities of non sport activities.
  17. Coordinate athletic/activity travel arrangements, including meals and lodging.
  18. Interpret and recommend actions to comply with the E.S.D. athletic conference and South Dakota High School Activities Association rules and the policies of the Board of Education.
  19. Serve as the District's voting member to the E.S.D. conference athletic directors meetings, and serve as meet director whenever the District serves as host for a conference or state event.
  20. Provide communication with custodians -- practice dates, meets, bleachers in/out, travel, liaison between coaches and/or activity sponsors and custodians.
  21. Supervise the issuance of activity awards, banquets, and parent or booster club activities.
  22. Develop and maintain a student locker management system.
  23. Provide for the employment and evaluation of the various members of the coaching staff and the activity sponsors, making recommendations to the building principals regarding assignment, retention, non-retention, and reassignment of staff.
  24. Perform all other such duties as assigned by the Superintendent of Schools.

TERM OF EMPLOYMENT: Contract. Salary and work year to be established by the Board of Education.

EVALUATION: Performance of this job will be evaluated in accordance with provisions of the Board's policy of Administrator evaluation (AFC-E).

(Adoption Date: February 28, 2005)  
(Review Date: January 26, 2009)

JOB DESCRIPTION

TITLE: TEACHER

QUALIFICATIONS: 1. Teacher's certificate  
2. Required degree(s) and area of major study for qualification #1.

REPORTS TO: The assigned building principal or supervisory personnel

SUPERVISES: Education Assistants as assigned by Principal or Special Services Director

Performance Responsibilities

1. Meets and instructs assigned classes in the locations and 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 and projects 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. Assess the learning difficulties 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 discipline 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 educational assistant(s) and/or volunteer(s) and, cooperatively with department heads, evaluates their job performance.
16. Strives to maintain and improve professional competence.
17. Attends staff meetings and serves on staff committees as required.
18. Supervises extracurricular activities as assigned.

TERMS OF EMPLOYMENT: Contract as per Negotiated Agreement with the BVEA.  
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 classroom teachers and other teaching specialists. (AFC-E)

(Adoption date: June 14, 1982)  
(Revision date: December 9, 1985)  
(Revision date: February 28, 2005)  
(Review date: January 26, 2009)

## PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS

To provide fair and equitable employment, a teacher will not be employed by the Board until a written contract, signed by the teacher, the Board president, and the business manager is developed.

The written contract will confirm a teacher's employment, and the salary for the ensuing year. It will also specify the number of days of employment and any additional compensation that will be afforded to the teacher for services rendered.

The Board will annually review and set salaries for the superintendent, business manager, and other professional employees who are not members of a recognized collective bargaining unit. Otherwise, regularly employed professional staff members will be compensated on the basis of salary schedules established through negotiations with the Teacher's Association or other recognized groups.

The master agreements with the recognized organizations will be considered appendices to this manual and will have the full force of Board policy.

(ADOPTION DATE: June 14, 1982)

(REVISION DATE: January 22, 1996)

(REVISION DATE: February 28, 2005)

(REVIEW DATE: January 26, 2009)

CONTRACT REFS.: Teacher's Negotiated Agreement

CROSS REF.: GCB, subcodes (all relate to compensation)

**BRANDON VALLEY SCHOOL DISTRICT 49-2  
300 South Splitrock Boulevard  
Brandon, South Dakota 57005-1652**

TEACHERS CONTRACT

This contract and agreement offered this \_\_\_ day of \_\_\_\_\_, 20\_\_ shall become a binding contract when signed by the teacher and the authorized officials of the school district. This contract is entered into by and between the BRANDON VALLEY SCHOOL DISTRICT 49-2 and \_\_\_\_\_

\_\_\_\_\_.

This said teacher hereby contracts and agrees to be a teacher in the schools of said district for the 20\_\_-20\_\_ school term beginning on or about \_\_\_\_\_, 20\_\_ for the school calendar term plus three (3) workshop days, and two (2) additional paid (\$\_\_\_/day) inservice days on \_\_\_\_\_ & \_\_\_\_\_, 20\_\_.

The said teacher hereby agrees to perform the duties as assigned according to the terms of this contract and according to the rules of the State Board of Education, the statutes of the State of South Dakota, and the rules, regulations and policies adopted by the school district.

It is hereby agreed 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.

The said teacher hereby certifies that he/she is the holder of a South Dakota Teacher's Certificate, valid for the period of time specified by this contract, and that such certificate duly qualifies the teacher to teach the subject and grades and to fill the position covered by this contract.

In consideration of the services performed by the teacher, the school district hereby agrees to pay the gross sum of \$\_\_\_\_\_ to be paid in \_\_\_\_\_ monthly installments of \$\_\_\_\_\_ each, minus such withholdings as are provided by law and those mutually agreed upon by the parties, to be paid in the form of a school warrant properly drawn and presented to the teacher on the 25<sup>th</sup> day of each month beginning on \_\_\_\_\_, 20\_\_.

It is hereby agreed that the major teaching assignment and those extra duties for which additional salary shall be paid are as follows:

In addition, pay for the additional inservice days will be granted at the rate of \$\_\_\_/day.

However, the district reserves the right to alter the teaching assignments and other duties after consultation with the teacher.

This contract must be signed by the teacher and returned to the office of the school Superintendent or Principal on or before \_\_\_\_\_, **20**\_\_\_\_\_.

**SCHOOL DISTRICT 49-2**

Teacher: \_\_\_\_\_  
SOUTH DAKOTA

Address: \_\_\_\_\_  
\_\_\_\_\_

Board President  
\_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

Business Manager

(Review date: January 26, 2009)

**BRANDON VALLEY**

MINNEHAHA COUNTY,

By:

School

By:

School



## PROFESSIONAL STAFF HIRING SCHEDULES

The Board will adopt hiring schedules for its professional staff, and each staff member will be placed on the schedule at the time of hire at a salary level that is commensurate with the staff member's educational training and prior experience as per Negotiated Agreement with the BVEA. The schedule adopted by the Board will remain in effect until changed or modified by the Board.

Salary increments will be conditional upon evidence of the continued professional growth of the teacher. Employees who do not comply with the requirements of the Board and/or the State may not be granted salary increases or may not be retained on the staff.

Placement on the hiring schedule will be in accordance with requirements developed by the Administration and approved by the Board.

(Adoption Date: June 14, 1982)  
(Revision Date: December 9, 1985)  
(Revision Date: February 28, 2005)  
(Review Date: January 26, 2009)

CONTRACT REF.: Negotiated Agreement – Article IV and Appendix A.

## 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 certified staff, 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 certified employee 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 certified employee's contract, which is signed by the certified staff, Board president and school district business manager.

If a certified employee will not be extended the assignment for the following school year, but will remain on 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 certified employee, prior to the end of the contract, the special allowance will cease.

(Adoption Date: June 14, 1982)  
(Reviewed Date: February 28, 2005)  
(Reviewed Date: January 26, 2009)

CROSS REF.: GCB, Professional Staff Contracts and Compensation Plans.

CONTRACT REF.: Negotiated Agreement – Article IV and Appendix C

## PROFESSIONAL STAFF FRINGE BENEFITS

Benefits in addition to basic salary are recognized by the Board as an integral part of the total compensation plan for staff members. The benefits extended the staff will be designed to promote their present and future economic security and provide incentive for professional growth and development that will be of benefit to the district.

All full-time salaried and regular full-time employees are eligible to receive fringe benefits, which will include a comprehensive insurance program, retirement benefits, tuition reimbursement, vacations, and holidays. These employees may also participate in the district's tax-sheltered annuity plan.

Full-time employees not covered by a negotiated agreement will be extended fringe benefits which are at least equal to those of employee's included in bargaining units.

(Adoption Date: June 14, 1982)  
(Revision Date: February 28, 2005)  
(Review Date: January 26, 2009)

CROSS REFS.: GBE, Staff Health and safety  
GCBD, Professional Staff Leaves and Absences  
GCPC, Retirement of Professional Staff Members

CONTRACT REFS.: Negotiated Agreement

## 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 their recommendation, for Board approval.

(ADOPTION DATE: November 22, 1982)

(REVISION DATE: January 22, 1996)

(REVIEWED DATE: February 28, 2005)

(REVIEWED DATE: January 26, 2009)

CROSS REF.: GCL – Professional Staff Development Opportunities

CONTRACT REF.: Negotiated Agreement – Article X.

## FAMILY AND MEDICAL LEAVE

### I. POLICY STATEMENT:

The School District shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993 (FMLA) as authorized by the P.L. 103-3. The Superintendent shall administer this policy adopted by the Board of Education, setting forth the rights and procedures granted by the Act, and shall ensure compliance with this policy either personally, by delegation, or by some combination of personal supervision and delegation.

1. For purposes of this policy and an employee's right to take leave under the Family and Medical Leave Act and District policy, full-time certified staff employed by the District for twelve months are deemed "eligible employees" and are covered by this policy.
2. Any certified staff member employed less than full-time must have been employed by the school District for twelve months and employed for at least seven hundred eighty (780) hours during the previous twelve (12) month period immediately preceding the commencement of leave to be an "eligible employee" for purposes of this policy.
3. A classified staff (support staff) employee must have been employed within the District for 12 months and worked for the District at least 780 hours within the 12 month period immediately preceding the requested leave to be deemed an "eligible employee". Employment is defined as being on the District's payroll. Also, pursuant to FMLA the District must employ 50 or more employees before an otherwise qualified employee is deemed an "eligible employee" for purposes of FMLA leave.

Employment is defined as being on the District's payroll.

### II. ELIGIBILITY:

\*No employee is eligible for FMLA leave unless the District employees 50 or more employees as defined in FMLA.

### III. PROCEDURES FOR IMPLEMENTING FAMILY AND MEDICAL LEAVE:

- A. An eligible employee for FMLA leave under this policy shall be entitled up to a total of sixty (60) days (twelve weeks) of FMLA leave per school year (July 1 to June 30) for the following qualifying reasons:

1. The BIRTH and FIRST YEAR CARE of a newborn child (including circumstances which require leave to be taken prior to the birth of the child);
  2. The ADOPTION of FOSTER PLACEMENT of a child (including circumstances which require leave to be taken prior to actual placement of the child);
  3. The care for employee's spouse, son or daughter, or parent who has a SERIOUS HEALTH CONDITION, or
  4. The employee's own SERIOUS HEALTH CONDITION, that makes the employee unable to perform his/her job.
- B. Not all absences of an employee due to illness of the employee or family member constitutes FMLA leave "due to a serious health condition" under #3 and #4 above. "Serious Health Condition" means an illness, injury, impairment, or physical or mental injury that involves inpatient care in a hospital or residential medical care facility OR continuing treatment of the employee or family member by a health care provider due to incapacity requiring the employee to be absent from work for more than 3 calendar days for continuing treatment of a chronic or long term health condition. ("Continuing treatment" means two or more visits to a health care provider or when the employee or family member is under continuing supervision of the health care provider due to a serious long-term or chronic condition or disability which cannot be cured). Short-term absences due to conditions which require only very brief treatment (if any) and recovery do not qualify for FMLA leave, although the employee would still be entitled to take paid sick leave pursuant to the District's sick leave policy if the employee is covered under the policy. The flu would be an example of such a situation. (The days taken under the District's sick leave policy but not qualifying the FMLA leave would not be deducted from the 60 days of FMLA leave to which the employee is entitled in each 12 month period).
- C. The certified employee taking FMLA leave shall be required to count and apply accrued paid family leave and personal leave toward the twelve (12) weeks of FMLA leave taken for birth, adoption, foster care or care of a family member (II. A. 1,2 and 3). Paid personal leave and sick leave shall be applied

toward FMLA leave taken due to a serious health condition of the employee or family member (II. A. 3 and 4). A classified employee shall in addition to applying family leave, personal leave, and sick leave also be required to apply paid vacation leave against the 60 days of FMLA leave to which eligible employees are entitled. If the employee does not have sufficient accrued paid sick leave, family leave and personal leave (and for classified employees, also paid vacation days) equal to the period FMLA leave is taken, the employee is still entitled to the total twelve weeks FMLA leave within the one (1) year period for FMLA qualifying reasons. However, when FMLA leave is taken in such instances, the difference between the employees' accrued paid leave and the 60 days of FMLA leave to which the employee is entitled shall be on an unpaid leave basis.

- D. During the period of FMLA leave, the employee is entitled to continuation of any employee group health benefits which the employee was receiving when the employee began taking FMLA leave. The School District shall continue to pay its portion of the group health insurance premiums, and it shall be the employee's responsibility to continue to pay for his or her portion of said premiums. Upon return to work, the employee shall be entitled to his or her same position or an equivalent position at the same rate of pay and benefits which the employee received at the time FMLA leave began (subject to change in District policy, in the negotiated agreement relative to salary and health insurance benefits and subject to the District's reduction-in-force policy). A return to work during the last two (2) or three (3) weeks of a semester from FMLA leave by certified staff shall also be subject to certain restrictions as set forth in the Special Rules section. The employee shall not accrue additional benefits during the period FMLA leave is taken without pay.
- E. In the case of birth, adoption or foster placement, the FMLA leave entitlement for child-care ends after the child reaches the age of one, or 12 months after the adoption or placement. FMLA leave to care for a child/parent also includes the right to take FMLA leave by/for a step-parent/step-child or a person recognized as acting as a parent as a guardian (or adult with whom child resides pursuant to SDCL 13-28-10).

- F. In cases where both spouses are employed by the school District, the combined total FMLA leave of both employees for birth, adoption or foster placement, or parent shall be limited to twelve (12) weeks. This limitation of twelve (12) weeks total however does not apply to employee-spouses taking FMLA leave due to other serious health conditions of a family member.
- G. The School District, at the request of the employee, may agree to allow the employee to take FMLA leave intermittently or on a reduced hours basis, subject to the recommendations of the Superintendent and approval by the school Board.
- H. When unpaid FMLA leave is "foreseeable" in connection with birth, adoption or foster placement of a child, or for family or employee serious illness the employee shall provide thirty (30) days prior written notice of the request for FMLA leave (or as soon as possible if the employee becomes aware of the need for FMLA leave less than 30 days prior to the surgery or other event) and shall make a reasonable effort to schedule treatment, including the need for intermittent and reduced hour leave, so as to not duly disrupt the operations of the school District.
- I. When the employee requests or is taking unpaid FMLA leave, the District may require health provider verifications of the serious health condition from the employee's health care provider and may also require the employee to obtain a second medical opinion (at the District's expense). In the case of employee serious illness, in addition to the current sick leave policy requirements, the employee shall provide certification by his or her health care provider certifying that the employee is able to return to work and is able to meet the essential functions of the job.
- J. If an employee does not return to work after the unpaid FMLA leave period has expired, all employee benefits shall cease to be paid by the school District. The School District may also require the employee to reimburse the School District for the employee's share of insurance premiums if paid by the District while the employee was on unpaid FMLA leave unless the failure to return to work was due to the serious health condition that entitled the employee to take FMLA leave Initially or due to other circumstances beyond the control of



the employee. Such reimbursement shall be through payroll withholding after the employee returns to work.

- K. The Superintendent or designee will be available to assist employees who want to apply for FMLA leave. FMLA request forms are available at the Superintendent's office.

#### SPECIAL RULES SECTION APPLICABLE TO CERTIFIED EMPLOYEES

The following special rules apply to any certified employee who take FMLA leave under this policy and who is employed principally in an instructional capacity.

- a. If FMLA leave begins with more than five (5) weeks left in the semester, the Superintendent may require the employee to continue taking leave until the end of the semester, if:
  - 1) The employee will be gone from work at least three (3) weeks for any of the four qualifying reasons (II A. 1-4) and
  - 2) The employee would return to work in the last three (3) weeks of the semester.
- b. If FMLA leave begins during the last five (5) weeks of the semester, the Superintendent may require the employee to continue taking leave until the end of the semester if;
  - 1) The employee would be gone from work at least two (2) weeks for a qualifying reason (II. A. 1,2 or 3).
  - 2) The employee would return to work in the last two (2) weeks of the semester.
- c. If FMLA leave begins during the last three (3) weeks of the semester, the Superintendent may require the employee to continue taking leave until the end of that semester if the employee would be absent more than five (5) working days for a qualifying reason (II.A. 1,2, or 3).

- d. If the school District requires a teacher to extend FMLA leave under these special rules, the extended leave shall be counted against the employee's FMLA leave allotment.

Questions on these special rules should be addressed to the Superintendent or designee.

(ADOPTION DATE: February 22, 1994)

(REVIEWED DATE: February 28, 2005)

(REVIEWED DATE: January 26, 2009)

LEAVE FORM AND EMPLOYEE APPLICATION FOR FAMILY AND MEDICAL LEAVE

Type of Leave:

- \_\_\_\_\_ Personal Leave
- \_\_\_\_\_ Jury Duty
- \_\_\_\_\_ Employee Illness
- \_\_\_\_\_ Family Illness
- \_\_\_\_\_ Long Term Leave
- \_\_\_\_\_ Professional Leave
- \_\_\_\_\_ FMLA

It is the responsibility of the EMPLOYEE to complete this application and submit it to the Superintendent, if "foreseeable", thirty (30) days prior to the commencement date of unpaid Family and Medical Leave. It is also the responsibility of the employee to have read the provisions of the Family Medical Leave policy, and to have asked the superintendent or designee for assistance regarding interpretation and application of the policy if needed.

Family Medical Leave (FMLA) is for the following reason:  
(Employee Initial one category)

- \_\_\_\_\_ The birth and first year care of a newborn child;  
initial
- \_\_\_\_\_ The adoption or foster placement of a child;  
initial
- \_\_\_\_\_ The care for employee's spouse, son or daughter, or parent;  
initial who has a serious health condition (circle appropriate member) or;
- \_\_\_\_\_ The employee's own serious health condition that makes the employee  
initial unable to perform his/her job.

I am requesting FMLA leave to start on \_\_\_\_\_  
(Date)

and end on \_\_\_\_\_.  
(Date)

I understand that FMLA leave days are unpaid leave days unless paid pursuant to the district's paid sick leave policy, family leave policy or personal leave policy (and vacation leave for classified employees).

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
Date of Application

**FOR OFFICE USE ONLY**

---

Date application was received: \_\_\_\_\_

Recommendations of the superintendent to the School board:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Superintendent's Signature  
President

Approval by school Board

\_\_\_\_\_  
\_\_\_\_\_  
DATE

DATE

A copy of this application and determination shall be forwarded to the employee.  
The original shall be placed in the employee's employment file.

(ADOPTION DATE: February 22, 1994)  
(REVIEWED DATE: February 28, 2005)  
(REVIEWED DATE: January 26, 2009)

## PROFESSIONAL STAFF RECRUITING

The Board requires 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 employees 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, and will mail to each teacher who has expressed an interest, in writing, to receive such notices during the summer. Any present employee of the Board may apply for any position for which he has certification and meets other stated requirements.

(Adoption date: November 22, 1982)

(Revision date: February 28, 2005)

(Review date: January 26, 2009)

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CONTRACT REF.: Negotiated Agreement Article IX.

## PROFESSIONAL STAFF HIRING

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

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

If at all possible, interviewing and selection procedures will assure that the principal or other administrator to be directly responsible for the work of the staff member has an opportunity to aid in this selection; however, the final recommendation to the Board will be made by the superintendent.

No candidates will be hired without a personal interview.

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

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

(ADOPTION DATE: November 22, 1982)

(REVISION DATE: January 22, 1996)

(REVISION DATE: February 28, 2005)

(REVIEWED DATE: January 26, 2009)

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CROSS REFS.: GBA, Equal Opportunity Employment  
GCB, Professional Staff Contracts and Compensation Plans  
GCG, Professional Staff Probation and Tenure

## EMPLOYEE CRIMINAL BACKGROUND CHECK

It is the policy of the Brandon Valley Board of Education to only employ individuals who do not have a "disqualifying record." Each offer of employment is subject to the provisions of SDCL 13-10-12, et seq., relating to criminal background investigations. This policy shall apply to all individuals employed for the 2000/2001 school year and thereafter, who were not employed by the district during the preceding school year. An employee is any person the district lists on its payroll and makes payroll deductions pursuant to state or federal law, excluding elected officials.

Each person considered a final applicant for employment will be provided fingerprint identification cards approved by the SD Division of Criminal Investigation. The final applicant will take the fingerprint cards to a law enforcement agency and submit to the fingerprinting process. When the fingerprinting process is complete, applicant signs the back of the card and then returns that to the Business Office for mailing and final processing.

Any person granted employment subject to this policy is employed on a temporary basis conditioned upon to disqualifying report being received from the criminal background investigation. Any disqualifying record will result in immediate termination of employment without further notice or hearing. A "disqualifying record" means any conviction of a crime of violence as defined in SDCL 22-1-2(9), a sex offense as defined in SDCL 22-22-30, or trafficking in narcotics. Conviction of any crime of moral turpitude as defined by SDCL 22-1-2(25) may constitute a disqualifying record as determined by the Board on a case-by-case basis. Any criminal conviction not disclosed by an applicant may be treated as a disqualifying record. Any criminal conviction may be considered in making a hiring decision.

This policy will not apply to persons performing services for the district under the authority of the SDHSAA. This policy applies to all other employment agreements, whether written or oral.

(ADOPTION DATE: September 11, 2000)

(REVIEWED DATE: February 28, 2005)

(REVIEWED DATE: January 26, 2009)

PART-TIME PROFESSIONAL STAFF EMPLOYMENT

Part-Time Teachers

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

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

Part-time teachers will meet all necessary certification requirements.

(Adoption Date: November 22, 1982)

(Revision Date: August 13, 1984)

(Reviewed Date: April 25, 2005)

(Reviewed Date: January 26, 2009)

CROSS REF.: GCG, Professional Staff Probation and Tenure (Continuing Contract)

CONTRACT REF.: Negotiated Agreement – Article X, Section L.



## SUBSTITUTE PROFESSIONAL STAFF

Building Principals 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 approved by the Board of Education.

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 teacher 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 directed by the principal. The substitute shall correct all papers accruing while on duty.

A non-certified teacher substitute is a person without teacher training, with at least a high school diploma but less than a college degree, who substitute teaches during an emergency short-term absence of a regular teacher.

A noncertified 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 secretary of education justifying the circumstances. The state secretary of education may approve or disapprove the extension.

A school system employing non-certified teacher substitutes must annually provide in-service training specifically designed for their needs and must have a written plan for the training on file.

A certified teacher substitute is a person with a valid teacher certificate, any type of expired teacher certificate, or at least a college degree who substitute teaches during an emergency short-term or long-term absence of a regular teacher.

A temporary administrator is a person holding a valid teacher certificate with an administrative endorsement, a valid teacher certificate with administrative training, an expired teacher certificate with an administrative endorsement, or at least a college degree with administrative experience who serves in an administrative position during a short-term or long-term emergency.

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

A school system employing certified teacher substitutes must annually provide in-service training specifically designed for their needs and must have a written plan for the training on file.

(Adoption Date: August 13, 1984)  
(Revision Date: December 9, 1985)  
(Revision Date: October 10, 1988)  
(Revision Date: April 25, 2005)  
(Revision Date: February 23, 2009)

CROSS REF.: GCG, Professional Staff Probation and Tenure (Continuing Contract)

CONTRACT REF.: Negotiated Agreement Article X, Section L.

## SUBSTITUTE TEACHER INSERVICE

Principals shall provide in-service training for substitute teachers. The written plan for the in-service 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 technique, and curricular and instructional practices.

(Adoption Date: August 13, 1984)  
(Revision Date: April 25, 2005)  
(Reviewed Date: January 26, 2009)

## PROFESSIONAL STAFF EMPLOYMENT STATUS

### Nonrenewal of a Probationary Teacher

Written notice of school board action of nonrenewal must be given prior to April 15. See SDCL 13-43-6.3. No further process nor reasons for nonrenewal of probationary teachers need be given. Once the board has acted and the notice has been given, no further board action is required. When contracts are issued, none are issued to probationary teachers who have been given notice.

### Nonrenewal of a Continuing Contract Teacher

Written notice of the school board action of nonrenewal must be given by the superintendent or the school board by April 15. The notice must identify one of the reasons set out in SDCL 13-43-6.1 as the basis for the action. You should give a reasonable time for the teacher to respond to this notice prior to the board meeting.

NOTICE – FAILURE OF THE BOARD TO MEET APRIL 15 DATE MAY RESULT IN RE-EMPLOYMENT.

*Note: Due Process – The second paragraph of SDCL 13-43-6.3 may be construed to imply that after a teacher has received his or her fourth consecutive contract, there is a reasonable expectation of continued employment unless termination for one of the reasons set forth in SDCL 13-43-6.1 has occurred.*

*Reduction in Force – A Reduction in Force Policy is not statutorily required. Staff reduction procedure for probationary and non-probationary teachers is the same. Written notice of nonrenewal due to RIF must be provided by the school board by April 15. No other action is required.*

(Adoption Date: November 22, 1982)  
(Revision Date: April 25, 1983)  
(Revision Date: January 28, 1985)  
(Revision Date: December 9, 1985)  
(Revision Date: March 27, 1995)  
(Revision Date: January 22, 1996)  
(Revision Date: April 25, 2005)  
(Revision Date: March 12, 2007)  
(Reviewed Date: January 26, 2009)

CROSS REF.: GCD, Professional Staff Hiring

Selected sample policy  
SOUTH DAKOTA POLICY REFERENCE MANUAL (Revised June 1998)

PROFESSIONAL STAFF EMPLOYMENT STATUS

**NON-RENEWAL NONCONTINUING CONTRACT**

You are hereby notified, pursuant to SDCL 13-43-6.3, of the School Board's decision to not offer you a contract for the ensuing school year. We wish you the best in your future endeavors.

Sincerely,

Superintendent

**NOTICE – YOU MUST FOLLOW ANY CURRENT PROCEDURE SET FORTH IN YOUR NEGOTIATED AGREEMENT FOR ONRENEWAL OF PROBATIONARY TEACHERS.**

**NONRENEWAL OF CONTINUING CONTRACT TEACHER**

You are hereby notified, pursuant to SDCL 13-43-6.1, of the School Board's action to not renew your contract for the ensuing school year. The reason for this action include (insert statutory reasons for nonrenewal, use additional pages if necessary). You are further notified that you may have access to your employment records at any time during business hours. You are also entitled to a hearing before the school board to present reasons, in person or in writing, why this termination should be rescinded. At any such hearing, you may be represented by an attorney of your own choosing at your own expense. The next meeting of the school board is (insert date). If no request for hearing has been made, the school board's action of nonrenewal will remain in effect.

Sincerely,

Superintendent

**NOTICE – YOU MUST HAVE DOCUMENTED PROOF THAT THE NOTICE WAS PROVIDED BY APRIL 15.**

(ADOPTION DATE: November 22, 1982)  
(REVISION DATE: December 9, 1985)  
(REVISION DATE: January 22, 1996)  
(REVISION DATE: April 25, 2005)  
(REVISION DATE: March 12, 2007)  
(REVIEWED DATE: January 26, 2009)

Selected sample exhibit  
South Dakota Policy Reference Manual (Revised June 1998)

## PROFESSIONAL STAFF PROBATION AND TENURE

### Hearing Procedures

If a continuing contract teacher requests a hearing, pursuant to SDCL 13-43-6.1, after receiving notice by the Board of its determination not to renew his/her contract, the hearing will be held at a time designated by the school board.

Before the hearing, the teacher may request their personal evaluation file and the reasons for his nonrenewal in writing.

At the hearing, either party may have counsel present. The hearing should be in executive session. It is recommended but not required that the administration and Board each has separate counsel and that a court reporter record the proceedings.

The Board's designated spokesman will begin the hearing by introducing the Board, counsel, party, etc., and by stating the purpose of the hearing.

The statements of reasons for nonrenewal should be given orally by the administration. These will be the same as the written reasons previously given, but they may be more specific.

The superintendent/chief executive officer (CEO) will present the case for nonrenewal. Documentation is important. Witnesses need to be sworn in. The teacher has the right to cross-examine.

The teacher will then present his/her case. Relevant evidence may include a prepared statement, which is read, witnesses, letters, etc. The superintendent/chief executive officer (CEO) may cross-examine.

Upon the presentation of both cases, the Board continues in executive session without the superintendent/chief executive officer (CEO), teacher or administration counsel present. The Board's separate counsel may remain with the Board.

After weighing the evidence, the Board will reconvene in a public meeting. The Board's action must be by motion in the open session and should incorporate findings of fact to be proposed by the Board's separate counsel.

(Adoption Date: November 22, 1982)  
(Revision Date: March 12, 2007)  
(Reviewed Date: January 26, 2009)

Selected sample regulation  
South Dakota Policy Reference Manual (Revised June 1998)

Response to Non-renewal Decision on Probationary Teacher

Moved by \_\_\_\_\_, Seconded by \_\_\_\_\_ not to renew the contract of \_\_\_\_\_ for the ensuing school year.

Dear \_\_\_\_\_:

Pursuant to SDCL 13-43-6.3, notice is hereby given that your contract will not be renewed for the ensuing school year.

Regards,

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date Delivered

\_\_\_\_\_  
Signature of Teacher

(ADOPTION DATE: January 28, 1985)  
(REVIEWED DATE: April 25, 2005)  
(REVISION DATE: March 12, 2007)  
(REVIEWED DATE: January 26, 2009)

Response to Non-renewal Decision on Tenured Teacher

Moved by \_\_\_\_\_, Seconded by \_\_\_\_\_ not to renew the contract of \_\_\_\_\_ for the ensuing school year.

Dear \_\_\_\_\_:

Pursuant to SDCL 13-43-6.2 and 13-43-6.3, notice is hereby given of the Board of Education's intention not to renew your contract for the ensuing school year. This non-renewal is based upon the following reasons:

- 1.
- 2.
- 3.

Further, you may have access to your employment records for the purpose of inspecting, and copying the same by requesting the same, in writing, to the business office. You are also entitled to have the opportunity to a hearing before the School Board, should you request the same, in order to present reasons in person or in writing why the non-renewal should not occur. You may be represented at the hearing. Further, pursuant specifically to SDCL 13-46-6.2, the hearing provided hereinabove must be requested by you within 15 days after receipt of this notice and thereafter, the school board shall conduct a hearing not sooner than 14 days, nor later than 45 days, after receipt of your request for the hearing.

Regards,

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date Delivered

\_\_\_\_\_  
Signature of Teacher

(ADOPTION DATE: April 25, 2005)  
(REVISION DATE: March 12, 2007)  
(REVIEWED DATE: January 26, 2009)



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 professional personnel to positions in other schools of the district or within the assigned school will be made by the superintendent.

Transfers and assignments of professional personnel in the district shall be an administrative function.

If an involuntary transfer is made, the employee so transferred shall receive a written notification five days in advance of the effective date of the transfer, if possible. An employee so transferred may request a meeting with the superintendent to discuss the matter.

(Adoption Date: November 22, 1982)

(Reviewed Date: April 25, 2005)

(Reviewed Date: January 26, 2009)

CONTRACT REF.: Negotiated agreement, Article IX.

## PROFESSIONAL STAFF TIME SCHEDULES

### Administrators

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

Administrators work days will be coordinated by the superintendent.

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

### Teachers

Generally, the working day for teachers shall begin at 7:45 a.m. and end at 3:45 p.m. with exceptions as outlined in the negotiated agreement.

Every effort will be made by the administration to provide a uniform work day for teachers at the various levels. The working day will include at least a 30 minute duty free lunch period, except for assignments made necessary by exigent circumstances, such as inclement weather.

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

(Adoption Date: November 22, 1982)  
(Revision Date: April 25, 2005)  
(Revision Date: February 23, 2009)

CONTRACT REF.: Negotiated Agreement, Article XII.

## PROFESSIONAL STAFF WORK LOAD

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

Extra responsibilities that make major demands on the teacher's time will be rewarded with extra compensation. Such jobs, and the compensation therefore, will be in accordance with the negotiated agreement.

### Attendance at Meetings

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

(ADOPTION DATE: November 22, 1982)  
(REVISION DATE: January 22, 1996)  
(REVIEWED DATE: April 25, 2005)  
(REVIEWED DATE: January 26, 2009)

CROSS REF.: GCBB, Professional Staff Supplementary Pay Plans  
CONTRACT REF.: Negotiated Agreement

## PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES

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

The curriculum director will work with other school districts, local colleges and universities, and the Department of Education to provide in-service education for teachers. The Board will encourage the development of inservice education by:

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

The superintendent will have authority to approve released time for conferences and visitations, and reimbursements for expenses, provided such activities are within budget allocations. The Board may authorize without loss of pay, teacher attendance at an annual professional association meeting if the teacher is not away from his regular duties for more than three consecutive days.

(Adoption Date: November 22, 1982)  
(Revision Date: April 25, 2005)  
(Reviewed Date: January 26, 2009)

## EVALUATION OF PROFESSIONAL STAFF

In order to assure a high quality of teacher and administrator performance to advance the instructional programs of the district schools, a continuous program for teacher and administrator evaluation will be established by the superintendent and regular reports will be made to the Board concerning the outcomes of these evaluations.

Frequency of evaluation period:

First year teachers: All teachers in their first year of employment with the school district shall be formally observed at least four (4) times per year, with a formal evaluation to be done second semester. Each observation may include a pre-conference and shall include a post conference.

All teachers in their second and third year of employment with the school district shall be formally observed at least one (1) time per semester, with a formal evaluation to be done during the second semester. Each observation may include a pre-conference and shall include a post-conference.

All teachers in and beyond their fourth consecutive year of full time employment in the school district shall be formally observed once every other year. Each administrator will determine the tenured evaluation rotation. Each observation may include a pre-conference and shall include a post-conference.

Evaluations should provide feedback to teachers and administrators. Strengths, as well as areas needing improvement will be noted.

The evaluation process will include:

1. An ongoing review of the techniques and procedures for making evaluations. New techniques and procedures that would contribute to a teacher's understanding of their strengths and weaknesses should be used.
2. Goals and objectives that are understood and agreed upon by the teaching staff and the administration. The criteria should be built around the established educational philosophy, goals, objectives and educational program developed and accepted by the professional staff of the school district. Job specific criteria will be established for classroom teachers, school librarians and school counselors.
3. Application of the information gained to the planning of staff development and in-service training activities, which are designed to improve instruction and increase teacher competence.

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

The written evaluation should be specific in terms of a person's strengths and weaknesses. Those areas where improvement is needed should be clearly set forth and recommendations for improvement or to any continuing difficulty that is observed.

(ADOPTION DATE: February 22, 1982)  
(REVISION DATE: November 13, 1985)  
(REVISION DATE: January 22, 1996)  
(REVISION DATE: January 10, 2005)  
(REVISION DATE: August 22, 2005)  
(REVIEWED DATE: January 26, 2009)

CONTRACT REF.: Negotiated Agreement

REDUCTION IN PROFESSIONAL STAFF WORK FORCE

Whenever in the judgment of the Board staff reduction should become necessary, the Board shall lay off or reassign professional staff members in order to achieve the necessary staff reduction, in accordance with the following:

1. The Board will use reasonable efforts to communicate the situation confronting the district to the professional staff members so as to allow a reasonable opportunity, not to exceed 10 days from the date of communication, to present possible alternative such as early retirement, normal attrition, part-time contract, and/or other alternatives, which could accomplish the same goals.
2. No professional staff member protected by statutory continuing contract provisions will be non-reemployed while qualified and certificated for a position held by a person temporarily or not fully certificated by the State Board of Education or a person who has not attained continuing contract status.
  - a. Staff with emergency and/or temporary certification will be released first.
  - b. Non-degree staff in professional positions shall be released second.
  - c. Professionally certified staff shall be released third.
  - d. The Board hereby establishes the following criteria (not necessarily in order of priority), all of which the administration shall consider in making recommendations to the Board and the Board shall consider in determining which staff in the above categories will be affected by staff reduction: seniority, evaluation records, qualifications as established for the positions remaining, certification, educational background (i.e. training and experience), federal and state affirmative action requirements.

(ADOPTION DATE: November 22, 1982)

(REVISION DATE: January 22, 1996)

(REVISION DATE: April 25, 2005)

(REVIEWED DATE: January 26, 2009)

CONTRACT REF.: Negotiated Agreement, Article VIII

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

If a professional staff member intends to resign from his/her 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.

(ADOPTION DATE: November 22, 1982)

(REVISION DATE: January 22, 1996)

(REVISION DATE: April 25, 2005)

(REVIEWED DATE: January 26, 2009)

CROSS REFS.: GCD, Professional staff Hiring  
GCG, Professional Staff Probation and Tenure



RETIREMENT OF PROFESSIONAL STAFF MEMBERS

Retirement System

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

(ADOPTION DATE: December 13, 1982)

(REVISION DATE: February 13, 1989)

(REVISION DATE: April 25, 2005)

(REVIEWED DATE: January 26, 2009)

CONTRACT REF.: Negotiated Agreement, Article IX.

## SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS

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

A contract of a teacher may be terminated at any time for just cause, including:

1. Breach of Contract
2. Poor Performance
3. Incompetence
4. Gross Immorality
5. Unprofessional Conduct
6. Insubordination
7. Neglect of Duty
8. Violation of any policy or regulations of the school district

Before terminating any contract, the Board will furnish the teacher a written notice of its intention to consider termination of the contract, specification of the grounds for such consideration, and inform the teacher of the right to request a hearing. Both the Board and the teacher may have counsel present.

After the hearing, the Board will make its determination by majority vote. Any order of termination of contract will state the grounds for termination.

### **SUSPENSION:**

The Board may suspend a teacher pending final action to terminate his/her contract if, in its judgment, the character of the charges warrants such action.

(Adoption Date: December 13, 1982)

(Revision Date: January 22, 1996)

(Revision Date: April 25, 2005)

(Reviewed Date: January 26, 2009)

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## 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/she 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.

(Adoption Date: December 13, 1982)

(Reviewed Date: April 25, 2005)

(Reviewed Date: January 26, 2009)

CROSS REF.: GBCA, Staff Conflict of Interest.

## CLASSIFIED STAFF

A full time classified employee is defined as an employee who is on duty four (4) hours or more per day. Classified employees include nurses, custodians, cafeteria workers, secretaries, teacher aides and para-professionals.

(Adoption Date: December 13, 1982)

(Reviewed Date: April 25, 2005)

(Revision Date: April 27, 2009)

CONTRACT REF.: Classified Personnel Handbook, terms, definitions and provisions.

## CLASSIFIED STAFF POSITIONS

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

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

(Adoption Date: December 13, 1982)  
(Revision Date: April 25, 2005)  
(Reviewed Date: March 23, 2009)

CLASSIFIED STAFF COMPENSATION PLANS

The Board will establish salary schedules for classifications of the classified staff, including nurses, secretarial staff, educational assistants, custodians, grounds keepers, bus drivers, and child nutrition.

In establishing the classified personnel hiring schedules, the Board will take into account the responsibilities of the position and the qualifications needed. Compensation and benefits will be designed to be competitive with those for comparable positions elsewhere in the area.

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

(Adoption Date: December 13, 1982)  
(Reviewed Date: April 25, 2005)  
(Revision Date: March 13, 2006)  
(Revision Date: April 27, 2009)

CROSS REF.: GDB subcodes (all relate to compensation)

CONTRACT REF.: Classified Personnel Handbook, Classified Personnel Salary Schedules.

CLASSIFIED STAFF SUPPLEMENTARY PAY PLANS

Classified staff employees will be paid over-time wages for hours worked in excess of 40 hours in a work week.

The necessity for overtime will be determined in advance by the employee's supervisor and approved by the superintendent or designee. 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 classified staff employee.

(Adoption Date: December 13, 1982)  
(Reviewed Date: April 25, 2005)  
(Revision Date: April 27, 2009)

## CLASSIFIED STAFF FRINGE BENEFITS

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

All classified staff members who are regularly employed for at least four (4) hours or more per day 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 certified staff.

(Adoption Date: December 13, 1982)  
(Revision Date: April 25, 2005)  
(Reviewed Date: March 23, 2009)

CROSS REFS.: GBE: Staff Health and safety  
GDBD: Classified Staff Leaves and Absences  
GDPC: Retirement of Classified Staff Members

CONTRACT REF.: Classified Personnel Handbook



## CLASSIFIED STAFF LEAVES AND ABSENCES

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

All requests for long-term leaves of absences, other than those covered by the Family and Medical Leave Act (FMLA), will be submitted by the superintendent, along with his recommendations, to the Board for its action.

(Adoption Date: December 13, 1982)  
(Reviewed Date: April 25, 2005)  
(Revision Date: April 27, 2009)

CONTRACT REFS.: Classified Personnel Handbook:  
Leaves and Absences

## CLASSIFIED STAFF SICK LEAVE

Full-time classified personnel will be allowed one day's sick leave for each month of employment. Part-time classified employees will earn cumulative sick leave pro-rated to their hours of employment.

Sick leave may not be taken for less than one-half day at a time. No more than 90 days sick leave may be accumulated during the term of employment.

Payments received by an employee from Worker's Compensation will be subtracted from sick leave payments. Each employee will be responsible to report all payments received from Worker's Compensation to the Business Manager.

(Adoption Date: December 13, 1982)  
(Revision Date: April 25, 2005)  
(Reviewed Date: March 23, 2009)

CONTRACT REF.: Classified Personnel Handbook:  
Leaves and Absences, Section C, Sick Leave

## CLASSIFIED STAFF VACATIONS AND HOLIDAYS

### Holidays:

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

Employees who work on a 12-month basis will be granted paid holidays on all legal holidays and such other holidays as designated by the Board. They will also be expected to report to work during school recess periods unless days during these period(s) are considered official and designated as paid holidays by the Board.

### Vacations:

For year around employees the following vacation schedule is in effect beginning July 1, 2005:

1. Two week per year for first 5 years of employment.
2. Three weeks per year for 6 – 15 years of employment.
3. Four weeks per year for 16 years and over.

Classified staff employees will be given a reasonable and practical choice of vacation periods. Those with the greater seniority will be given preference.

(Adoption Date: December 13, 1982)  
(Revision Date: April 25, 2005)  
(Reviewed Date: March 23, 2009)

CONTRACT REF: Classified Personnel Handbook: Holidays, Vacations

## UNUSED VACATION DAYS FOR 12-MONTH EMPLOYEES

Employees who work on a 12-month basis are required to use their vacation days by January 1 following the end of the school fiscal year in which these vacation days were earned or the days will be lost.

If an employee in this category obtains approval from the Board of Education for a resignation or retirement from employment with the Brandon Valley School District before all earned days are used or the deadline date of January 1 is reached, the unused vacation days will be reimbursed at the daily salary rate in force when the unused days were earned.

(Adoption Date: September 10, 1990)  
(Revision Date: April 25, 2005)  
(Reviewed Date: March 23, 2009)

Contract Ref: Classified Personnel Handbook: Vacations

CLASSIFIED STAFF RECRUITING/POSTING OF VACANCIES/HIRING

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

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

Conditions of employment for Classified 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.

(Adoption Date: December 13, 1982)  
(Revision Date: April 25, 2005)  
(Reviewed Date: March 23, 2009)

## CLASSIFIED STAFF ASSIGNMENTS AND TRANSFERS

The superintendent will make assignments and transfers of Classified staff members for the efficient operation of the schools. As necessary, he/she will consult with the operations manager, building principals and department supervisors on these matters.

Transfers may be initiated by the superintendent or other supervisory personnel if it is for the welfare of the employee or the schools. A management transfer or reassignment will be made only after a conference between the employee and the superintendent or respective supervisor, at which time the employee will be notified of the reason for the transfer.

Any employee desiring a transfer in assignment may make a request to his/her supervisor, operations manager, or the superintendent. The following criteria will form the basis for granting the transfer:

The qualifications of the employee.

The length of continuous service which the employee has with the district.

The contribution the employee would make in the new assignment.

The opportunity for growth in the position.

The evaluation records on the employee.

(Adoption Date: December 13, 1982)

(Reviewed Date: April 25, 2005)

(Reviewed Date: March 23, 2009)

## CLASSIFIED 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 or operations manager and approved by the superintendent.

Specific time schedules for Classified 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.

(Adoption Date: December 13, 1982)  
(Reviewed Date: April 25, 2005)  
(Reviewed Date: March 23, 2009)

CLASSIFIED STAFF DEVELOPMENT OPPORTUNITIES

Further training in job skills is encouraged and, with the approval of the Superintendent, 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.

(Adoption Date: December 13, 1982)

(Reviewed Date: April 25, 2005)

(Revision Date: April 27, 2009)

CROSS REF.: DLC: Expense Reimbursements



## EVALUATION OF SUPPORT STAFF

The development of a strong, competent support staff, and the maintenance of high morale among this staff, are major objective of the Board. Finding the right employees to fill vacancies, determining assignments and equitable work loads, establishing wage and salary policies which encourage employees to put forth their best efforts, evaluating employee achievements, and providing a good atmosphere in which to work are some of the major duties of the Board. To fulfill these duties, the Board delegates to the superintendent or his/her designee the responsibility to develop evaluation procedures for all support personnel.

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

(Adoption date: February 22, 1982)  
(Review date: January 10, 2005)  
(Revision date: April 27, 2009)

## CLASSIFIED STAFF PROMOTIONS

When Classified 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 outside the school district will be selected.

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

(Adoption Date: December 13, 1982)  
(Revision Date: April 25, 2005)  
(Reviewed Date: March 23, 2009)

CROSS REF.: GDC/GDCA/GDD: Support Staff Recruiting/Posting of  
Vacancies/Hiring

## REDUCTION IN CLASSIFIED STAFF WORK FORCE

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

In the event reduction of staff is necessary, the following criteria will form the basis for determining employees who will be affected by either layoff or changes in position:

The qualifications of the employee.

The length of continuous service which the employee has with the district.

The contribution the employee would make in the existing or alternative position.

The opportunity for growth in the program.

The evaluation records on the employee.

Employees being terminated will be given a two-weeks notice.

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

(Adoption Date: December 13, 1982)

(Reviewed Date: April 25, 2005)

(Reviewed Date: March 23, 2009)

## RESIGNATION OF CLASSIFIED STAFF MEMBERS

Any classified 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 two-weeks 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.

(Adoption Date: December 13, 1982)  
(Revision Date: April 25, 2005)  
(Reviewed Date: March 23, 2009)

RETIREMENT OF CLASSIFIED STAFF MEMBERS

Retirement System:

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

(Adoption Date: December 13, 1982)

(Revision Date: February 13, 1989)

(Revision Date: April 25, 2005)

(Reviewed Date: March 23, 2009)

CONTRACT REF.: Classified Personnel Handbook: Retirement

## SUSPENSION AND DISMISSAL OF CLASSIFIED STAFF MEMBERS

When an employee is charged with misconduct, insubordination or unsatisfactory performance, he/she may be temporarily suspended by the superintendent until the charges are investigated. If the charges are unfounded, he/she will be reinstated, if not, he/she will be discharged.

If the employee is dissatisfied with the superintendent's decision, he/she may appeal to the School Board for a review of his/her case.

(Adoption Date: December 13, 1982)

(Revision Date: April 25, 2005)

(Reviewed Date: March 23, 2009)