

**Teachers**

**500**

**1. The teacher maintains a high degree of professionalism by**

- ❖ Demonstrating a love for learning,
- ❖ Communicating effectively with students, staff, peers and parents,
- ❖ Establishing positive rapport with students,
- ❖ Participating in professional growth opportunities,
- ❖ Developing a productive working relationship with others, and
- ❖ Collaborating with others and contributing to the larger learning community.

**2. The teacher demonstrates knowledge about teaching and learning by**

- ❖ Knowing subject matter and keeping current with new developments,
- ❖ Understanding how students learn, and
- ❖ Being thoughtful and reflective about the art of teaching.

**3. The teacher plans appropriate learning activities of high quality by**

- ❖ Designing lesson plans for student mastery,
- ❖ Matching instructional activities and materials to individual and group needs and skills,
- ❖ Challenging students to grow by maintaining high expectations, and
- ❖ Correlating instructional activities and materials with established District goals, objectives and standards.

**4. The teacher maintains a safe and supportive environment conducive to learning by**

- ❖ Creating a safe environment where all students want to learn,
- ❖ Organizing a well-managed classroom where the students learn in a task-oriented environment,
- ❖ Modeling respect for all individuals,
- ❖ Interacting with students in a manner that is caring, courteous, and helpful,
- ❖ Establishing a physically and emotionally safe climate, and demonstrating flexibility.

**DEUBROOK AREA SCHOOLS  
EQUAL OPPORTUNITY EMPLOYMENT**

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

**LEGAL REFS:** Civil Rights Act of 1964, as amended in 1972; Title VI; Title VII Executive Order 11246, 1965, as amended by Executive Order 11375 Equal Employment Opportunity Act of 1972; Title VII Educational Amendments of 1972, Title IX (P.L. 92-318) 45 CFR, Parts 81, 86 (Federal Register June 4, 1975, August 11, 1975); Rehabilitation Act of 1973; Americans With Disabilities Act, July 26, 1990; SDCL 13-43-17 through 13-43-25.1

DEUBROOK AREA SCHOOL  
POLICY HANDBOOK

**FAMILY AND MEDICAL LEAVE  
(Professional Staff)**

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

**LEG. REF.:** P.L. 103-3, "Family and Medical Leave Act of 1993."

**FAMILY AND MEDICAL LEAVE (FMLA Leave)                      503  
(Professional Staff)**

An eligible employee is entitled to up to a combined total (paid and unpaid) of twelve (12) weeks of FMLA Leave per year for:

1. The birth and first year care of a child;
2. The adoption or foster placement of a child;
3. The illness of an employee's spouse, parent, or child; or
4. The employee's own illness.

The employee must first use and count all available accrued paid leave, including vacation, sick leave, and personal leave, before using the unpaid leave. During the period of FMLA Leave, the employee is entitled to the continuation of all fringe benefits. Employees will still earn sick days and vacation days while on FMLA Leave. The district will continue to pay its portion of the health insurance, and it will be the employee's responsibility to continue to pay for his or her portion. Upon return to work, the employee will be entitled to his or her same position or an equivalent position with equivalent pay, except that return to work during the last two (2) or three (3) weeks of a semester is subject to certain restrictions. See special rules below.

In the case of birth, adoption or foster placement, the FMLA Leave entitlement for child-care ends after: (1) the child reaches the age of one, or (2) 12 months after adoption or placement. FMLA Leave to care for a child would include leave for a stepparent or a person in loco parentis.

In cases where both spouses are employed by the district, the combined amounts (both employees) of FMLA Leave for birth, adoption or foster placement, or family illness is limited to twelve (12) weeks. Personal illness is not limited to this combined total.

The district, at the request of the employee, may agree that the employee may take leave intermittently or on a reduced hours basis in connection with the birth, adoption or foster placement of a child. This is subject to the recommendations of the administrator or supervisor and is at the request of the employee.

When FMLA Leave is in connection with birth, adoption or foster placement, and is foreseeable, the employee must provide at least thirty (30) days notice of the date when FMLA Leave is to begin. When FMLA Leave is in respect to family or employee illness that is foreseeable, the employee must make a reasonable effort to schedule treatment, including intermittent and reduced hour leave, so as to not unduly disrupt the operations of the district.

In case of employee illness, in addition to current sick leave policy requirements, the district may require the employee to provide certification by his or her health care provider that the employee is able to return to work and is able to meet the essential functions of the job.

If an employee fails to return to work after the leave period has expired, unless the absence is due to continued family or personal illness or other circumstances beyond the employee's control, the district will require the employee to reimburse the district's share of the health insurance premiums paid while the employee was on FMLA Leave.

Special Rules:

1. **Rules Applicable to Instructors in Periods Near the Conclusion of an Academic Term (School Semester).** The following rules apply to any employee who takes FMLA Leave under this policy and who is employed principally in an instructional capacity:
  - a. If FMLA Leave begins more than five (5) weeks before the end of an academic term, the principal may require the employee to continue taking leave until the end of that academic term if:
    - (1) The leave is of at least three (3) weeks duration; and
    - (2) The return to work would occur during the three-week period before the end of the academic term.
  - b. If FMLA Leave begins within the five (5) weeks before the end of an academic term, the principal may require the employee to continue taking leave until the end of that term, if:
    - (1) The leave is of more than two (2) weeks duration; and
    - (2) The return to work would occur during the two (2) week period before the end of the academic term.
  - c. If FMLA Leave begins within three (3) weeks before the end of the academic term, the principal may require the employee to continue taking leave until the end of that term, if the leave is for more than five (5) working days.
  - d. If the school system requires a teacher to extend leave under these rules, the extended leave is counted against the teacher's FMLA Leave allotment. If the teacher's FMLA Leave allotment expires during the extension, the additional time is nevertheless deemed FMLA Leave.
2. Questions on these special rules should be addressed to the superintendent or designee.

The superintendent or designee will work individually with an employee who wants to apply for FMLA Leave. FMLA request forms are available from the central office.

**LEGAL REF.:** P.L. 103-3, "Family and Medical Leave Act of 1993."

## SEXUAL HARASSMENT POLICY

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### POLICY

It is the district's policy that sexual harassment is illegal, unacceptable and shall not be tolerated; that no employee or student of the school district may sexually harass another. Any employee or student will be subject to disciplinary action including possible termination for violation of this policy.

### DEFINITION

Any unwelcome sexual advances, solicitation or sexual activity by promise of rewards, coercion of sexual activity by threat of punishment, verbal sexist remarks, or physical sexual assaults constitute sexual harassment. This conduct has the effect of unreasonably interfering with an individual's academic or work performance or of creating an intimidating, hostile, or offensive employment or educational environment regardless of intent.

# DEUBROOK AREA SCHOOL POLICY HANDBOOK

## RESPONSIBILITY

School district officers, employees and students are responsible for maintaining a working and learning environment free from sexual harassment. Workshops and activities will be provided by the school district to explain the policy and laws. Careful scrutiny will be undertaken of all allegations of sexual harassment. False allegations that are malicious or ill founded may constitute libel or slander. Copies of the policy will be available at all administrative offices.

## COMPLAINTS

Any employee who believes that he or she has been a subject of sexual harassment by a district employee or officer should report this incident immediately to his or her immediate supervisor. If the immediate supervisor is involved in the activity, the violation should be reported to the supervisor's immediate supervisor. Students should report such incidents to the guidance counselor and/or the responsible administrator. All reported incidents will be thoroughly investigated and subject to disciplinary action. Confidentiality consistent with due process will be maintained.

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

## LEGAL REFERENCE

South Dakota Executive Order 81-08  
Federal-Title IX (1972 Education Amendments)  
Selected sample policy (December 1987)  
SOUTH DAKOTA POLICY REFERENCE MANUAL

## GENERAL POLICIES FOR PERSONNEL

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- a. When weather requires the closing of school, announcements will be made, if possible, over area radio and television stations.
- b. Keep homework meaningful, never for punishment, and reasonable in length.
- c. For most economical use of lighting, it is suggested that lights be turned off if the room is to be unoccupied or when not needed.
- d. Custodians need help. Close the windows and adjust the curtains when you leave for the day. Tidy the rooms.
- e. Do not give school keys to students. If the school is locked and you or a student needs to enter for some reason, go with them.
- f. The payroll will be distributed on the 20<sup>th</sup> of each month. If the 20<sup>th</sup> falls on the weekend, the payroll will be distributed on the Friday preceding.
- g. The term of the contract for a teacher shall comply with State Law. It shall include the days set aside for pre-school workshops in the fall or meeting days as set by the Board.
- h. Judging and officiating games and contests – school personnel may judge or officiate games or contests only when it does not interfere with their regular school duties. School personnel cannot take part in such activities if it takes them from school time. Teachers are requested to be present for school activities as required by the superintendent/CEO or principal.
- i. Admission prices shall be set annually by the School Board. Senior citizens 62 and older will receive a permanent golden pass.
- j. Absolutely **NO** supplies will be paid for by the school district unless the purchase order is **signed by the Superintendent/CEO, Business Manager, or Superintendent/CEO Designee.**
- k. Detailed instructions of all fire and tornado drill regulations for each individual room are to be posted in the various rooms. Teachers should take great care to make certain that every student understands these regulations explicitly.

**JURY DUTY**

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Staff may be called upon to serve on jury duty. Leave shall be granted for such instances, said leave not to be deducted from any other leave provision. The staff shall receive normal daily salary during such absence, provided any fee received by a staff member for jury duty shall be signed over to the District. Any mileage paid to the staff member as a result of serving on a jury shall be retained by the staff member.

**USE OF ALCOHOL AND OTHER  
DRUGS BY EMPLOYEES**

**507**

Students and employee safety is a paramount concern to the school board. Employees under the influence of alcohol and/or other drugs are a serious risk to themselves, to students, and to other employees. Therefore, the school board will not tolerate the unlawful manufacture, use, possession, sale, distribution, or being under the influence of alcohol and/or other drugs. Any employee who violates this policy will be subject to disciplinary action, which may include dismissal, and referral for prosecution. Each employee of the district is hereby notified that, as a condition of employment, the employee must abide by the terms of this policy and will report to the superintendent any criminal 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.

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

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

When a staff member has consumed 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 present and future employees.

A Biennial Review of the School Districts Program will be made:

1. to determine the program's effectiveness and implement changes to the programs if they are needed; and,
2. To insure that disciplinary sanctions are consistently enforced.

Legal Reference: Public Law 100-690

DEUBROOK AREA SCHOOL  
POLICY HANDBOOK

**REPORTING CHILD ABUSE**

**508**

Because of their regular contact with school-age children, school employees are in an excellent position to identify abused or neglected children.

To comply with the law (SDCL 26-8-6, 26-10-10, 26-10-11 and 26-10-12), it is the policy of the Deubrook Area Schools District that any teacher or other school employee who suspects that a child under 18 years of age has been neglected or physically abused (including sexual or emotional abuse) by any person including parent or other person, other than by accidental means, shall report orally or in writing to the principal who shall then immediately report to the Stat Attorney (phone no. 692-6915) or to the department of Social Services or to the county sheriff. The principal shall inform the school employee initiating the action within 24 hours and in writing that the report has been made. The employee shall make the report directly to the proper authorities if the principal fails to do so.

The report shall contain the following information: name, address, and age of child; name and address of parent or caretaker; and other information that might help establish the cause of injuries or condition.

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

Any personal interview or physical inspection of the child should be conducted in a considerate, professional manner and information or records concerning reports or suspected abuse or neglect are confidential and the release to other persons other than provided by law (SDCL 26-10-12.2) is punishable by \$1,000 fine, one year in jail or both. (SDCL 26-10-12.3) Failure to make a report where abuse or neglect is subject to the same punishment. (SDCL 26-10-10).

Anyone who participates in making a report in accordance with the law and in good faith is immune from any civil or criminal liability that may otherwise arise from the reporting or from any resulting judicial proceeding even if the suspicion is proved to be unfounded. (SDCL 26-10-14).

**CLASSIFIED PERSONNEL**

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All staff excluding teachers and contracted labor are considered classified personnel under the South Dakota Retirement System.

A. The employees shall have such training and skills as may be required to successfully carry out the requirements of the job. Specific qualifications shall be listed for each job.

B. Experience shall not be a prerequisite, unless, in the opinion of the superintendent/CEO, the position to be filled is deemed to require previous experience, or unless specifically stated as a job requirement for the particular position to be filled.

C. The worksheet shall comply with Fair Labor Practices Act.

D. Full time employees hired for 12 months of the year shall be entitled to two weeks paid vacation, unless otherwise specified by contract. Vacations dates desired by an employee shall be determined in advance and filed with the superintendent. Vacations should be planned for summer months.

**E. SICK LEAVE:**

1. All classified employees will receive ten (10) days per year sick leave. These sick days will be prorated as to actual contract.

2. Seven (7) days of sick leave for each school year may be used for sickness of the immediate family or severe illness or funerals of close family members (spouse, children, parents, brother, sister, grandparents, or in-laws of same).

3. The classified personnel can accumulate sixty (60) days of sick leave. They will be paid for up to ten (10) unused sick leave days over sixty (60) per year at \$40.00 per day the same to be paid in June.

**F. PERSONAL LEAVE:**

1. All classified employees will receive two (2) days per year personal leave.

2. The classified personnel can accumulate five (5) days of personal leave. They will be paid for up to two (2) unused personal leave days over five (5) for any school year at \$40.00 per day.

G. See individual Work Agreements for more specific details.

H. All eligible classified employees will be covered by the South Dakota Retirement System. Insurance and/or annuity benefit: Anyone working over 20 hours per week is to receive \$225.00 per month or a prorated share for 12 months unless this benefit is waived or negotiated differently on individual Work Agreements as to assignment of duties.

I. Employees who work less than twelve months a year may receive their salary prorated over a twelve-month basis by a written request to the business manager by July 1 of each year. (Exception: Food Service workers to be paid by time clock cards because of the nature of the Food Service Fund.) If no request is made, the employee will be paid for actual hours worked each month.

J. Employees are not to work above hours contracted for on Work Agreements without administration approval except in an emergency situation. The workweek will be from Sunday to Saturday as assigned.

K. Handwritten time sheets or time clock cards will be required of all classified personnel. Time sheets are to be turned in to the business manager on the 1st day of each month for hours worked the previous month. (Exception: Food Service workers and other workers whose pay is not prorated over a 12 month period are to turn in their time cards on the 15th day of each month). All paychecks will be issued on the 20th day of the month. If the 20th falls on the weekend, the payroll will be distributed on the Friday preceding.

L. Temporary employees may be hired on an as-needed basis. Salary will be negotiated with administration. These workers will not be entitled to insurance or sick leave benefits. No employment agreements are required for day workers.

DEUBROOK AREA SCHOOL  
POLICY HANDBOOK

**JOB DESCRIPTION AS SUBSTITUTE TEACHER**

**510**

**EMPLOYMENT:** Substitute teachers shall be employed when deemed necessary by the administration and will assume any duties assigned by the administrators.

**QUALIFICATIONS AND SALARY:** The administration and the School Board shall define Qualifications and salaries for substitutes.

**REMAIN ON PREMISES:** Substitutes shall be required to remain on school premises for the same hours as the regular staff teachers, unless otherwise designated differently by administration.

**PAY:** Substitute teacher pay is \$70.00 per day plus mileage. Payment of the substitute teacher will be made by the school system under the following circumstances:

1. In case of authorized sick leave
2. Absence because of school business or activity
3. Approved and authorized personal leave
4. Approved and authorized professional leave

**LONG TERM SUBSTITUTION:** The following pay schedule will be followed for a long- term substitution:

1. \$70.00 per day for the first 5 days
2. \$80.00 per day for the next 15 days (days 6-20)
3. \$90.00 per day for days 21-25
4. \$110.00 per day beginning on the 26th day

This schedule is contingent on the days being consecutive and of single responsibility.

**IN-SERVICE POLICY FOR SUBSTITUTE TEACHERS:** Any individual who substitutes the previous year for 10 or more days may be asked to attend the one day of in-service held during the school year. They will be compensated at the same rate as they received for substitute teaching.