

**Policy G Personnel**

<b>GAAA</b>	<b>EQUAL OPPORTUNITY EMPLOYMENT .....</b>	<b>3</b>
<b>GAB</b>	<b>FRINGE BENEFITS .....</b>	<b>3</b>
<b>GAC</b>	<b>DECISION-MAKING .....</b>	<b>3</b>
<b>GAD</b>	<b>PROFESSIONAL DEVELOPMENT &amp; LEADERSHIP OPPORTUNITIES.</b>	<b>3</b>
<b>GAE</b>	<b>COMPLAINTS .....</b>	<b>4</b>
<b>GAEA</b>	<b>DUE PROCESS.....</b>	<b>4</b>
<b>GAEAA</b>	<b>HEARING PROCESS.....</b>	<b>5</b>
<b>GAEAB</b>	<b>GRIEVANCES.....</b>	<b>6</b>
<b>GAEAC</b>	<b>DEMONSTRATIONS AND STRIKES .....</b>	<b>6</b>
<b>GAEB</b>	<b>PROHIBITION AGAINST RETALIATION .....</b>	<b>6</b>
<b>GAEC</b>	<b>BULLYING .....</b>	<b>6</b>
<b>GAECA</b>	<b>CYBER BULLYING .....</b>	<b>6</b>
<b>GAED</b>	<b>VIOLENCE IN THE WORKPLACE.....</b>	<b>7</b>
<b>GAEE</b>	<b>STAFF WELLNESS.....</b>	<b>7</b>
<b>GAEF</b>	<b>EMPLOYEE CODE OF CONDUCT .....</b>	<b>10</b>
<b>GAF</b>	<b>STAFF-STUDENT RELATIONS .....</b>	<b>10</b>
<b>GAG</b>	<b>SEXUAL HARASSMENT .....</b>	<b>12</b>
<b>GAGA</b>	<b>CONFLICT OF INTEREST.....</b>	<b>12</b>
<b>GAGB</b>	<b>CONFLICT OF INTEREST (NEPOTISM).....</b>	<b>12</b>
<b>GAH</b>	<b>STAFF-COMMUNITY RELATIONS .....</b>	<b>13</b>
<b>GAHB</b>	<b>STAFF POLITICAL ACTIVITIES.....</b>	<b>13</b>
<b>GAIA</b>	<b>SOLICITATIONS OF/BY STAFF MEMBERS .....</b>	<b>13</b>
<b>GAK</b>	<b>PERSONNEL RECORDS .....</b>	<b>13</b>
<b>GAL</b>	<b>SALARY DEDUCTIONS/DIRECT DEPOSIT .....</b>	<b>14</b>
<b>GBA</b>	<b>COMPENSATION GUIDES AND CONTRACTS .....</b>	<b>14</b>
<b>GBB</b>	<b>PERSONNEL POSITIONS .....</b>	<b>15</b>
<b>GBBA</b>	<b>QUALIFICATIONS .....</b>	<b>16</b>
<b>GBC</b>	<b>PERSONNEL RECRUITMENT.....</b>	<b>16</b>
<b>GBD</b>	<b>HIRING .....</b>	<b>17</b>
<b>GBDA</b>	<b>BACKGROUND .....</b>	<b>18</b>
<b>GBDB</b>	<b>SEX OFFENDER VISITATION (Ref: SWO-Chapter 75-05-12) .....</b>	<b>19</b>
<b>GBE</b>	<b>PERSONNEL ASSIGNMENT .....</b>	<b>20</b>
<b>GBF</b>	<b>ORIENTATION.....</b>	<b>20</b>
<b>GBG</b>	<b>PROBATION .....</b>	<b>20</b>
<b>GBH</b>	<b>SUPERVISION .....</b>	<b>21</b>
<b>GBI</b>	<b>EVALUATION .....</b>	<b>21</b>
<b>GBKA</b>	<b>LAY-OFF (REDUCTION-IN-FORCE) .....</b>	<b>23</b>
<b>GBKB</b>	<b>SUSPENSION/SEPARATION .....</b>	<b>23</b>
<b>GBL</b>	<b>TENURE.....</b>	<b>25</b>
<b>GBM</b>	<b>PROMOTION / IN-HOUSE TRANSFER .....</b>	<b>25</b>
<b>GBN</b>	<b>SEPARATION (TERMINATION) .....</b>	<b>25</b>
<b>GBO</b>	<b>RESIGNATION .....</b>	<b>25</b>
<b>GBQ</b>	<b>RETIREMENT BENEFITS .....</b>	<b>26</b>
<b>GBRA</b>	<b>HEALTH EXAMINATIONS .....</b>	<b>26</b>
<b>GBRAA</b>	<b>APPEARANCE.....</b>	<b>26</b>
<b>GBRB</b>	<b>TIME SCHEDULES.....</b>	<b>26</b>
<b>GBRC</b>	<b>STAFF INTERNET USAGE .....</b>	<b>26</b>

<b>GBRD</b>	<b>STAFF MEETINGS .....</b>	<b>26</b>
<b>GBRE</b>	<b>EXTRA DUTY .....</b>	<b>27</b>
<b>GBRF</b>	<b>EXPENSES.....</b>	<b>27</b>
<b>GBRG</b>	<b>EMPLOYMENT OUTSIDE OF THE SCHOOL.....</b>	<b>27</b>
<b>GBRGB</b>	<b>TUTORING FOR PAY .....</b>	<b>27</b>
<b>GBRIA</b>	<b>PLANNED (PAID) LEAVE.....</b>	<b>27</b>
<b>GBRIB</b>	<b>UNPLANNED LEAVE.....</b>	<b>28</b>
<b>GBRIC</b>	<b>FAMILY LEAVE .....</b>	<b>28</b>
<b>GBRID</b>	<b>MILITARY LEAVE.....</b>	<b>28</b>
<b>GBRIE</b>	<b>BEREAVEMENT LEAVE .....</b>	<b>29</b>
<b>GBRIF</b>	<b>JURY/COURT LEAVE .....</b>	<b>29</b>
<b>GBRIG</b>	<b>LEAVE WITHOUT PAY .....</b>	<b>29</b>
<b>GBRIH</b>	<b>ABSENCE WITHOUT LEAVE.....</b>	<b>29</b>
<b>GBRII</b>	<b>EDUCATIONAL LEAVE.....</b>	<b>29</b>
<b>GBRIJ</b>	<b>WEATHER LEAVE.....</b>	<b>30</b>
<b>GBRIL</b>	<b>LEAVE OF ABSENCE .....</b>	<b>30</b>
<b>GBRILA</b>	<b>SHORT-TERM LEAVE OF ABSENCE.....</b>	<b>30</b>
<b>GBRIM</b>	<b>TARDIES.....</b>	<b>31</b>
<b>GBRJ</b>	<b>ARRANGEMENT FOR SUBSTITUTES .....</b>	<b>31</b>
<b>GBRK</b>	<b>ABSENT FROM DUTY STATION.....</b>	<b>31</b>
<b>GBRM</b>	<b>PERSONAL PHONE CALLS/CELL PHONE USAGE .....</b>	<b>31</b>
<b>GBS</b>	<b>LOST OR STOLEN DOOR/SCHOOL BUILDING/VEHICLE KEYS.</b>	<b>31</b>
<b>GBT</b>	<b>PUBLISHING .....</b>	<b>32</b>
<b>GBU</b>	<b>CODE OF PROFESSIONAL ETHICS .....</b>	<b>32</b>

**GAAA            EQUAL OPPORTUNITY EMPLOYMENT**

There will be no discrimination based on race, sex, age, color, religion, handicap or national origin, in hiring, placement, assignment, formal and informal training, promotion, layoff, recall and termination. The legal policy of Indian preference shall be followed.

**GAB             FRINGE BENEFITS**

Fringe benefits will include:

- Unemployment Insurance
- Workman's Compensation
- Social Security
- Medicare

Other benefits contingent upon funding:

- Health Insurance
- Vision Plan
- Life Insurance
- Retirement Plan
- Dental Plan

Other employee plans will be offered at the employees' expense:

- AFLAC
- UNUM Life Insurance

**GAC             DECISION-MAKING**

The Administration will be responsible for ensuring that employees are involved in decision-making.

**GAD             PROFESSIONAL DEVELOPMENT & LEADERSHIP OPPORTUNITIES**

The Administration will be responsible for coordinating the implementation of a Pre-service and In-service for all employees. Employees will, as a condition of employment at the School, be required to participate in the Professional Development each year. Individual professional development plans will be developed based on personal goal setting and school wide improvement goals. The Board may approve employee paid participation in professional development opportunities for employees within budget limitations prescribed by the School Board, and if the training or conference participation by an employee is deemed to be beneficial to the overall institution. Leadership opportunities will be made available to encourage site based management.

## **GAE            COMPLAINTS**

The School Board will provide employees with a specific process and procedure for resolving work-related complaints that are designed to:

1. Resolve employee complaints at the most immediate administrative level;
2. Limit overall disruptions to the delivery of services to students;
3. Ensure confidentiality and consistency regarding employees and application of policies and procedures;
4. Ensure due process for employees.

The Superintendent will be responsible for monitoring the administration of policies and procedures regarding employee complaints and for ensuring equitable treatment of employees at the School.

A Complaint is the first level of expressing discontent. It is the policy of the school that employees bring their concerns about employment-related situations, such as work-related decisions, workplace rules, working conditions, or any other employment-related matter, to the attention of their supervisor. All employees will attempt to resolve their concerns at the lowest level whenever possible. If an employee feels their concern has not been addressed, that employee may file a complaint through a formal complaint procedure. All complaints will be addressed fairly and promptly.

A Complaint form and procedures for the form have been developed and are on file at the Personnel Office. All complaints will be filed with the Personnel Office on the approved form and according to the approved written procedures. It is the employee's responsibility to ensure that the form is filled out completely and that copies of all documents to be considered are in the packet submitted. No matter shall be considered as a complaint unless the applicable forms are filled out completely.

Specific steps to be followed in the processing of any employee complaints:

STEP (1): The employee is to complete a complaint form and meet with their immediate supervisor to discuss the complaint in an effort to resolve the difficulty. The supervisor will respond within three (3) working days.

STEP (2): If the employee is not satisfied with the decision of their supervisor, the employee will submit their written complaint within two working days to the Superintendent, with a copy to their immediate supervisor, the Superintendent will respond within three (3) working days. The Superintendent's decision is final. In the event that the Superintendent is the immediate supervisor of an employee who issues a complaint the written complaint will be submitted to the school board for further action.

## **GAEA            DUE PROCESS**

1. RIGHT TO A FAIR AND IMPARTIAL HEARING
  - A. The hearing must be fair and impartial. It is the responsibility of the school Superintendent to see that the hearing is fair.
  - B. Participants in the hearing may be limited to interested parties.

2. RIGHT TO COUNSEL
  - A. The employee may use any person as his/her counsel.
  - B. The employee is entitled to the services of an attorney, at his/her own expense, if he/she desires legal representation.
3. RIGHT TO CROSS-EXAMINE
  - A. The employee will have the right to confront the witness against him/her.
  - B. The employee has the right to examine evidence to be used against him/her far enough in advance to enable him/her to prepare his/her defense. The employee must not be surprised with new evidence at the hearing.
4. RIGHT TO RECORD OF HEARING
  - A. The employee will be provided a copy of the hearing upon request.
  - B. The school must provide an accurate resume of the hearing. There need not be a verboten account of the proceedings.
  - C. Hearing records should be maintained for at least one school year.
  - D. In case of appeals, accurate accounts must be furnished to the office receiving the appeal.
5. RIGHT TO ADMINISTRATIVE REVIEW AND APPEAL
  - A. Employees may appeal adverse decisions of the school Superintendent within 5 working days of the decision to the school board.

#### **GAEAA HEARING PROCESS**

It will be the responsibility of the administration to insure a fair and impartial hearing for any staff facing allegations which could result in suspension or termination.

1. Allegations must be made in writing within 72 hours of the incident. They must specify each occasion of violation, the date, and the allegation.
2. The Superintendent will arrange for a special meeting of a hearing panel within five working days, after the employee has been informed of the allegations.
3. The employee must be given enough time to examine the evidence to be used against him/her to prepare a defense. If the employee feels they have not had enough time to prepare a defense, the chairperson may grant a reasonable postponement.
4. The employee has the right to be represented by law or legal counsel of his/her choice. Attorney's fees are to be borne by the employee.
5. The employee has the right to confront and cross-examine all witnesses against him/her and to procure witnesses on his/her behalf.
6. No employee shall be compelled to testify against himself/herself.
7. At all times during the hearing, the employee has the right to have their designee present.
8. The school must keep accurate written account of the hearing. Upon request, the employee will be given a copy of the hearing proceedings; including written findings of fact and conclusion in the case. The Hearing Panel will have a decision within five (5) working days.

**GAEAB      GRIEVANCES**

Grievances pertain to the contractual issues and processes. A suspension from duty without pay is considered a contractual issue. A written grievance form shall be submitted to the Superintendent. The Superintendent will submit the grievance to the school board and a meeting will be scheduled within five working days. The decision of the school board will be considered final.

**GAEAC      DEMONSTRATIONS AND STRIKES**

Any disruption or interference of the operations of the school through violence, vandalism, seizure of any area of school property, sit-ins, walk outs, or other methods of disruption is prohibited and subject to employee discipline. (Ref: JCEC)

**GAEB      PROHIBITION AGAINST RETALIATION**

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

**GAEC      BULLYING**

Staff will treat students and other staff with mutual respect. Bullying is prohibited. Incidence of bullying will be reported to administration by victim or witnesses. Administration will conduct an investigation. Any employee or student in violation of bullying (JCAC) will be subject to disciplinary action. Bullying can be, but is not limited to: verbal, written, physical, gestures, looks, intimidation or harassment.

**GAECA      CYBER BULLYING**

Cyber bullying is all forms of harassment over the Internet or other forms of electronic communications, including cell phones. Students and staff are prohibited from using communication devices or School property to harass or stalk another. The School's computer network and the Internet, whether accessed at school or away from school, during or after school hours, may not be used for the purpose of cyber bullying. All forms of cyber bullying are viewed as a violation of this policy and the School's acceptable computer use policy and procedures.

Users are responsible for the appropriateness of the materials they transmit. Hate mail, harassment, discriminatory remarks, or other anti-social behaviors are expressly prohibited. Cyber bullying includes, but is not limited to the following misuses of technology: harassing, teasing, intimidating, threatening, or terrorizing another person by sending or posting

inappropriate and hurtful e-mail messages, instant messages, text messages, social media, digital pictures or images, or web site postings, including blogs. It is also recognized that the author (poster or sender) of the inappropriate material may be disguised (logged on) as someone else.

Staff, who believe they have been victims (or witnesses) of such misuses of technology, as described in this policy, should not erase the offending material from the systems. A copy of the material should be brought to the attention of Administration.

In situations in which cyber bullying originated from a non-school device, but brought to the attention of the school staff, any disciplinary action will be based upon whether the conduct is determined to be severely disruptive of the educational process so that it markedly interrupts or severely impedes the day to day operations of the school. In addition, such conduct must also violate a school policy. Such conduct includes, but is not limited to: threats, or making threats off school grounds, to harm a member of the school staff or a student.

Malicious use of school's computer system to develop programs or to institute practices that harass other users to gain unauthorized access to any entity on the system and/or change the components of an entity on the network is prohibited.

Disciplinary action may include, but is not limited to, the loss of computer privileges, suspension, or termination for verified perpetrators of cyber bullying. In addition, any kind of threat or hate crime will be reported to law enforcement.

## **GAED            VIOLENCE IN THE WORKPLACE**

Violence in the workplace occurs whenever anyone inflicts or threatens to inflict physical or emotional injury or discomfort upon another person's body, feelings or possessions in school, at school activities, or on school property. Workplace violence is prohibited. Employees who feel they have been threatened by violence will notify their supervisor who is responsible for conducting an investigation. Discipline procedures will be utilized up to and including, suspension or termination.

## **GAEE            STAFF WELLNESS**

### **EMPLOYEE ASSISTANCE**

A process to assist employees to resolve a wide range of personal problems that can have a negative effect on their job performance is available. All employees will be given an opportunity to request employee assistance, however any violation of employee code of conduct or habitual problems affecting their job performance will be addressed solely with the established policies governing disciplinary action.

### **DRUG FREE WORK PLACE**

Enemy Swim Day School prohibits drug use, abuse, possession, or distribution according to regulations as established by the Drug Free Work Place Act.

Any location which school business is conducted, whether at this or any other site is declared to be a drug free work place.

1. All employees, including extra-duty and substitutes, are prohibited from unlawfully manufacturing, distributing, dispensing, possessing, or using controlled or misusing substances in the workplace including tobacco. An employee violating the above policy is subject to discipline, up to and including termination. Employees must notify the supervisor of medications used to include over-the-counter and prescribed.
2. Employees/substitutes and extra-duty employees and those individuals assigned to Enemy Swim Day School through employment opportunity programs are subject to pre-employment, random, reasonable suspicion, post-accident and baseline drug testing. Pre-employment drug testing is required for all new employees. Random testing requires that employees submit to a drug test on an irregular unannounced schedule. The random process will be administered by a qualified service provider as determined by the school board. A random drawing of 10% of current staff will occur at least 2 times each school year. Reasonable suspicion testing occurs when there is a suspicion of drug use upon receipt of a signed written statement, utilizing the SWO drug referral process as applicable. A post-accident drug test is required when an employee is involved in an accident or injury while on the job. Baseline testing may be implemented for all employees when the drug testing policy has been amended or changed. Refusal to submit to a requested drug test, for any reason, subjects the employee to immediate disciplinary action, up to and including termination. Failure to appear and take the assigned test is considered another form of refusal, (as is appearing at the assigned place and time but leaving before the test is administered). If there are extenuating circumstances for missing the scheduled drug test then the Superintendent may allow for the re-scheduling without administering discipline.

Any employee that tests positive for any controlled substance will be placed on Leave without Pay status pending a board meeting for review and action. A board meeting will be held within 5 working days after receiving positive results. If an employee disputes the accuracy of the test or the propriety of the sample-handling procedure; this is a claim against the testing agency. The dispute must be filed within 2 working days of notification by Superintendent and the school board meeting will be held within 3 working days after the results from the dispute are received. The employee remains on LWOP status during the dispute.

3. Any employee charged with violating any criminal drug statute while employed with ESDS must inform the Superintendent of such charge(s) within five days. Failure to inform the Superintendent subjects the employee to disciplinary action, up to and including termination.
4. Any employee convicted of violating any criminal drug statute while employed with ESDS is subject to disciplinary action, up to and including termination.
5. The School Board will not employ any person who has or has had a drug related conviction within the last year.



## **ALCOHOL USE AND ABUSE**

School employees are held to a higher standard concerning alcohol and drug use since they interact with children and young adults.

The Board requests employees to exercise reasonable judgment regarding the use of alcohol. The Board requires employees to conduct their work free from the influence of alcohol.

Employees have the opportunity to request assistance regarding alcohol use, however any violation of employee code of conduct or habitual problems affecting their job performance will be addressed solely with the established policies governing disciplinary action.

Failure on the part of the employee to deal with alcohol abuse issues may result in disciplinary action including termination.

Any employee charged with any criminal alcohol violation while employed with ESDS must inform the Superintendent of such charge(s) within five days. Failure to inform the Superintendent subjects the employee to disciplinary action, up to and including termination.

## **TOBACCO USE**

With the exception of limited occasions for traditional use of tobacco, Enemy Swim Day School is a tobacco-free environment. Use of tobacco products of any kind, including electronic vapor devices, are prohibited in all areas of school property including building and grounds, parking lots, school-owned vehicles and at school sponsored events. Tobacco companies and organizations and users of tobacco products of any kind, including electronic vaping devices, will not advertise, promote, feature, sell or give away tobacco products on school property.

### **Sign Requirements**

Signs stating the policy will be clearly posted on the perimeter of the property, at all entrances, and other prominent places. No ashtrays or other collection receptacles for tobacco trash will be placed on the property.

### **Compliance**

Enforcement of this policy is the shared responsibility of all Enemy Swim Day School personnel. All employees are authorized and encouraged to communicate this policy with courtesy, respect, and diplomacy, especially with regard to visitors.

Incidences of tobacco, including electronic vapor devices, by employees and students, are documented for supervisory follow-up and managed according to school policy. Trends in the use of tobacco incidences at the school are evaluated to develop cessation strategies and opportunities.

### **Tobacco Cessation Opportunities**

Enemy Swim Day School encourages all employees who use tobacco products of any kind, including electronic vapor devices, to quit. Tobacco cessation information is available from

the South Dakota Quit Line's toll-free number 1-866-737-8487, or by visiting:  
<http://rethinktobacco.com/>; <http://sdquitline.com/>; <http://befreesd.com/>; or Community Health Education, Woodrow Wilson Keeble Memorial Health Care Center.

### **Seat Belt Policy**

SD State and Tribal law requires the use of seat belts. All employees and passengers will use seat belts when using any school owned or leased vehicle (if equipped). Failure to comply will result in disciplinary action.

### **DOT Drug and Alcohol Policy**

Enemy Swim Day School employees holding a CDL will abide by the DOT Drug and Alcohol guidelines and testing requirements.

## **GAEF EMPLOYEE CODE OF CONDUCT**

Students deserve to be educated in the best environment possible and staff deserves to work in an effective environment. All staff will adhere to the Code of Conduct.

All Enemy Swim Day School employees will:

1. Report to work when your shift or contract day begins, ready for duty and remain ready for duty for the entire shift or contract day.
2. Comply with legitimate directives issued by a recognized source of authority.
3. Comply with established policy, routine or procedure relating to an employee's time on duty.
4. Be verbally truthful and honest regarding matters of interest to the Enemy Swim Day School Board.
5. Be truthful and properly use documents, data, recordings, blueprints, photographs, or other sources of information of interest to the Enemy Swim Day School Board.
6. Respect the personal rights of staff, students, external stakeholders or legitimate business of the school that is of interest to the Enemy Swim Day School Board.
7. Conduct yourself in a manner, whether on or off duty, that does not affect the ability of the employee to perform his/her job duties nor have a negative effect on other staff or students.
8. Maintain a safe and healthy environment, free from harassment, intimidation, bullying, substance abuse, and/or violence and free from bias and discrimination.
9. Preserve the confidentiality and dignity of each person, and
10. Comply with all federal, state, tribal, county, city and Enemy Swim Day School Board laws, statues, policies, regulations and procedures that prohibit conduct that could be construed as coercive, retaliating, harassing, intimidating, bullying, discriminating or threatening and as well as established operational routines and procedures.

## **GAF STAFF-STUDENT RELATIONS**

Employees of the school will regard each student as an individual, will assist each student in their learning, and will treat each student with courtesy and consideration.

Employees will relate to students within guidelines established in the Code of Ethics portion of this policy manual (refer to GAEF, GBU). Failure to adhere to policies regarding staff-student relations will result in disciplinary action of the employee. Specific limitations in regard to staff-student relations include:

1. No employee will without just cause restrain students from independent action in their pursuit of learning.
2. No employee will without just cause deny student's access to varying points of view in the classroom.
3. No employee will deliberately suppress or distort subject matter for which they bear responsibility.
4. Employees will make reasonable effort to maintain discipline and order in the classroom and within the school system to protect the students from conditions harmful to learning, health, and safety.
5. Employees will conduct professional business in a way that does not expose students to unnecessary humiliation or disparagement.
6. Employees will accord just and equitable treatment to every student, regardless of race, color, creed, sex, sexual preference, age, marital status, handicapping situation, national origin, or ethnic background.
7. Employees will be prohibited from exploiting a professional relationship with a student for private or personal gain or advantage.
8. Employees will keep in confidence information that has been obtained in the course of professional service, unless disclosure serves a professional purpose or is required by law.
9. Employees will maintain professional relationships with students in a manner that is free of vindictiveness and recrimination.
10. Employees will maintain professional relationships with students in a manner that promotes the self-esteem of the student.
11. Employees will be prohibited from fraternizing with students in an unethical manner, inclusive of, but not limited to the following situations:
  - a. Having a romantic or intimate relationship with students.
  - b. Contributing to the delinquency of students.
  - c. Violations of any Tribal, State or Federal Laws and ordinances.
  - d. Providing overnight or other lodging of students without parental or legal guardian permission or knowledge (parental permission also required if a school-sponsored activity).
  - e. Providing of distribution of or consumption of alcohol/drug substances with students.
  - f. Inappropriate interactions with students on social networking devices and services. We discourage staff from interacting with students on social networking devices.
  - g. Other unethical conduct of the employee regarding this item as prescribed by community norms.

**GAG           SEXUAL HARASSMENT**

Sexual harassment is illegal, unacceptable and is prohibited. No employee or student of the school 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 advance, solicitation of sexual activity by promise of rewards, coercion or threat of punishment, verbal sexist remarks, or physical sexual assaults constitutes 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 education environment regardless of intent.

Responsibility- School administration, board members, employees and students are responsible for maintaining a working and learning environment free from sexual harassment. All allegations of sexual harassment will be investigated. False allegations that are malicious or ill-founded may constitute libel or slander.

Complaints- Any employee who believes that he or she has been a subject of sexual harassment by a school employee, administrative person or school board member should report this incident immediately to the 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 appropriate administrator. All reported incidents will be thoroughly investigated and subject to disciplinary action and reported to SWO Law Enforcement. Confidentiality consistent with due process will be maintained. A complaint form must be completed.

Prohibition against retaliation Policy is applicable GAEB.

**GAGA           CONFLICT OF INTEREST**

No school employee will engage in any outside activities or employment, which interfere with their ability to carry out their regularly assigned duties.

Employees are not permitted to have financial interests which conflict substantially with their official duties, or to engage in a financial transaction as a result of information obtained through their employment with the school.

**GAGB           CONFLICT OF INTEREST (NEPOTISM)**

To prevent situations in which conflict of interest regarding nepotism may arise; the following guidelines will apply to the selection of personnel by the Board for advertised position vacancies, as well as the assignment of personnel, and supervision of employees at the School:

**1. PERSONNEL SELECTION:**

School Board members will excuse themselves from personnel interviewing, selection, or disciplinary action in the event the individual being interviewed, being considered

for employment, or if an employee is initiating grievance procedures, or being considered for disciplinary action is an immediate relative of a Board member. By this definition an immediate relative is defined as father, mother, son, daughter, brother, sister, husband, wife, corresponding in-laws and hunka relatives. Minutes of the Board will reflect that the related Board member excused themselves from the meeting in which these items are being considered.

**2. PERSONNEL SUPERVISION:**

The Board will not assign the direct supervision of any employee to a relative as defined in (1) of this policy.

**GAH STAFF-COMMUNITY RELATIONS**

Staff members are considered to be a part of the community in which they work and are encouraged to actively involve themselves in community activities. Staff will refrain from community involvement activities which create a conflict with policies of the school or which may result in a conflict of interest or reduction in employee performance.

**GAHB STAFF POLITICAL ACTIVITIES**

Staff can be involved in political activities as long as it does not hinder their job performance or conflict with school policies.

**GAIA SOLICITATIONS OF/BY STAFF MEMBERS**

Employees will not sell, solicit for sale, advertise for sale merchandise or services or organize students for such purposes without the approval of the Superintendent. No organization may solicit funds from employees or may distribute flyers related to fund drives through the schools without the approval of the Superintendent. In recognition and support of local custom, those gifts given as part of community activities or in exercise of Dakotah customs, (e.g., funeral giveaways) are allowed.

**GAK PERSONNEL RECORDS**

A personnel file will be maintained for each employee of the School, with access limited to the Administration or a designee, the individual employee, and the Personnel Office. The Personnel Office will be responsible for personnel file maintenance. It is the responsibility of the employee to submit their appropriate documents to the personnel manager. Contents of the personnel file may include but are not limited to:

1. Application for employment or letter of application
2. Training for employment or letter of application
3. Transcripts, resume credentials
4. Health examination certificate
5. Orientation Certificate
6. Employment Contract
7. Evaluations
8. Personnel Actions
9. Other documents as deemed necessary

All personnel records will be considered confidential as per the Privacy Act. They will not be open for inspection by unauthorized personnel. Ordinary employee information available to the public will be limited to the name of employee, the assignment, and the dates of employment.

An employee will have the right to examine his/her personnel file at any reasonable time and must be accompanied by an administrator or designee, although the school board reserves the right to remove certain sensitive documents. Copies of any materials in the file will be at the employee's expense.

The following types of documents may not be part of an employee's general personnel records and may not be accessible to employees:

- A. Pre-employment reference information telephone notes, and memoranda secured from the employee's prior employers
- B. Records relating to investigations of policy violations, prohibited conduct, or criminal offenses
- C. Documents developed or prepared for use in grievance or court procedures
- D. Documents related to staff planning or business planning

No material which could lead to a disciplinary action or poor performance evaluation will be entered into the employee's file unless the employee has first received a copy of the material and has had the opportunity to respond.

If an employee believes materials in the file are erroneous, obsolete, or otherwise inappropriate, the employee may request that the Superintendent remove such material, in writing.

## **GAL                    SALARY DEDUCTIONS/DIRECT DEPOSIT**

The school can make salary deductions for required federal or other taxes, employee share of fringe benefits, School debts (lunch ticket, computer, phone, copies, fax, other), Sisseton-Wahpeton Federal Credit Union, and other Tribal Entities, child support court orders, deductions required as garnishment due to legal judgment through Tribal Court, and any IRS levy.

## **GBA                    COMPENSATION GUIDES AND CONTRACTS**

Salary and Wage Rates: Employee salary will be based upon rates approved by the School Board, within budget limitations. One to three years of experience will be taken into account, if the experience is of similar nature.

Contracts: The Superintendent will be responsible for the issuance of contracts based on approval of the School Board, and within a format approved by the School Board. The School Board will determine annually: Employee renewal and non-renewal timelines, wage rates and salaries, contract and wage agreement, special provision (contingent upon funding;

probationary period; other appropriate items) for employees, types of and conditions regarding employee leave, timelines for the acceptance or non-acceptance of contracts and wage, fringe benefits for employees, position description updates and revisions, employee contract duration and other considerations regarding conditions of employment evaluation, etc.

The Superintendent will be responsible for consulting with the School Board and employees regarding conditions of employment. All employees will sign a contract, which specifies the dates of school days in session, within a school or work term approved by the Board, and will be responsible for completing the conditions of the contract. Failure of an employee to accept and return a contract or wage agreement issued by the School Board in the time specified will result in the offer of employment being revoked.

The School Board will approve pay period schedules, which is consistent with the overall budget and funding timelines. No salary advances are allowed. No overtime will be paid without prior approval from the Superintendent upon recommendation from the Supervisor. There will be no early payroll checks given.

Teachers' Contract Voluntary Termination: Refer to GBO

Timekeeping:

An exempt employee is a salaried employee whose primary duty is of the educational profession, supervisory or administration whom is exempt from minimum wage and overtime provisions. Exempt employees will be classified as such according to their level of education and area of responsibility. Exempt employees are required to use the electronic time clock as a means to verify time and attendance and to determine attendance in the school building at any time.

An hourly employee is an employee that is guaranteed "time and a half for overtime". Overtime is not permitted unless the overtime is prior approved by the Superintendent upon recommendation of the Supervisor. It is required for employees themselves to clock in and out each work day. Time will be computed on the quarter of the hour basis (i.e., if employee is 1-15 minutes late then time is deducted in 15 minute increments). Gross pay will be computed on actual time recorded on the time card/sheet during employees' designated work schedule.

Direct Deposit: All contractual employees will be paid by direct deposit.

Distribution of Payroll: Direct Deposit notices will be sent electronically. Checks can be picked up from the personnel office on payday by non-contractual employees.

**GBB PERSONNEL POSITIONS**

The Superintendent will be responsible for the development of position descriptions for all employees of the School. The Board will approve all positions and position descriptions. Job descriptions will be provided to each employee for review and signature. All employees will be required to sign a position verification form twice per year.

## **GBBA            QUALIFICATIONS**

1. The School Board will not hire any person whom has not completed a GED or formal high school education program. The Facilities Department, Food Service and TANF afterschool program may employ individuals if they are working towards a GED or a high school education. Conditions will be set forth in the Employment Contract.
2. Any employee required to be certified (teacher, administrator, counselor, coordinator, other) will be required to submit a copy of their appropriate certificate to the Personnel Office for the placement into the employee's personnel file. The Superintendent may suspend salary payment of any employee who is required to have a certificate on file and has not provided one. Failure of certified employees to submit a certificate is cause for termination of employment.
3. The School Board may accept provisional certification for an employee required to be certified for their role when, in their best judgment, the employee possesses the skills, competencies, and experiences. Provisional certification will only be considered when the Board is unable to acquire a fully qualified employee for the position following advertisement of the position vacancy for two weeks.
4. The School Board may require on-going educational participation by an employee as a condition of employment in the event that participation will eventually result in the employee meeting educational degree requirements for their position, or in increasing their competency in their current or anticipated position.

## **GBC            PERSONNEL RECRUITMENT**

1. **ADVERTISEMENT:** All position vacancies at ESDS will be advertised locally and regionally. Position vacancies must be approved by the Board. The Board may re-advertise position vacancy until the position is filled.
2. **REINSTATEMENT:** The School Board may reinstate employment of a prior term employee, to a similar position vacancy that occurs, if the employee was, during the previous year, laid-off from their employment due to funding limitations and if the employee was at the time of lay-off in good standing. An employee terminated may not apply until one (1) year after termination.
3. **INTERVIEW:** No new applicants of ESDS will be employed without completion of personal interview with an interview panel. The interview panel will recommend applicants for hire to the School Board. Applicants may be ranked for the filling of the position vacancy. It is at the discretion of the board if interviews will be conducted for individuals for whom promotion, transfer or re-instatement is being considered.
4. **EMPLOYMENT PREFERENCE:** The Board will consider Indian preference and Veteran's preference in employment when considering employee selection at the school. Preference will be considered and granted if applicants are considered of equal education, experience, or skill background.
5. **NOTIFICATION OF APPLICANT STATUS:** The Administrative staff will notify applicants of their non-selection for a position within two weeks following the selection of an applicant by the Board and the acceptance of a contract by the selected applicant.
6. **NON-DISCRIMINATION:** All applicants will be considered on the basis of the needs of the school, and the merits and qualifications of the applicants. There will be no



discrimination with regard to applicant age, race, national origin, color, creed, disability, status with regard to public assistance, marital status, sex, or religion. Indian preference will be adhered to.

7. **APPLICATION REQUIREMENTS:** New applicants for positions are required to submit the following information prior to consideration for employment. Failure to provide a complete application may result in the Board not considering the applicant for employment:
  - a. Enemy Swim Day School Application form
  - b. Resume as requested
  - c. Official transcript of college course work and certifications as requested
  - d. Three letters of references as requested
  - e. The school maintains applicant files for one year. Once an applicant has been selected and contracted for employment their application remains in their personnel file.
  - f. A background check is required.
  - g. Certification of Degree of Indian Blood if applicable
8. **EMPLOYEE RECOMMENDATION FOLLOW-UP:** The Administration will request additional information as needed. The information acquired will remain confidential, and may only be presented to and discussed by the Board. Those individuals submitting employment recommendations for applicants may also be contacted regarding the applicant's potential performance capabilities and other appropriate information. This information will also be confidential. Other appropriate agencies may also be contacted to acquire additional information regarding the suitability of an applicant for employment.
9. **BOARD APPOINTMENT:** The School Board does reserve the right to make employment appointments for temporary positions without advertisement to prevent disruption to the educational functions of the school.
10. **RECRUITMENT OF NATIVE AMERICAN INSTRUCTIONAL STAFF:** The School Board will strongly recruit Native American instructional staff through various strategies to promote individual incentives and enhance the cultural learning environment. Use of "Grow Your Own Programs", advertisement of position vacancies to Native American periodicals, and other means of recruitment and promotion will be considered.

## **GBD            HIRING**

The Board will make final selection of all school positions, after hearing recommendations from the Administration. All candidates will be considered on the basis of the needs of the School and qualifications. The applicants may be ranked for the filling of the position vacancy. Upon selection, Administration will notify the applicant within two weeks.

The following will be utilized as a guideline for offering contracts:

Superintendent: Prior to January 15,  
Principal/Business Manager/Head Cook/Facilities/Transportation Manager: Prior to February 15  
Certified Teaching Staff: Prior to March 15

FACE/ParaEducators/Support Staff: Prior to April 15

TANF: Prior to May 15

## **GBDA BACKGROUND**

It is the policy of Enemy Swim Day School to perform pre-employment background checks on all employees, volunteers and substitutes. The Indian Child Protection and Family Violence Protection Act, as amended, requires that tribes and tribal organizations receiving federal funds under the Indian Self-Determination and Education Assistance Act conduct national criminal background investigations of prospective employees who will occupy positions having regular contact or control over Indian children. The purpose of performing these checks is to determine and/or confirm the qualifications and suitability of applicants and employees for the particular position for which they are being considered. The school will only employ those individuals that meet the standard of character according to P.L. 101-630: Indian Child Protection and Family Violence Prevention Act and P.L. 101-647: Crime Control Act.

Specifically, Section 408 of P.L. 101-630 of the Indian Child Protection and Family Violence Protection Act requires that organizations:

1. Compile a list of all authorized positions that duties and responsibilities involve regular contact with, or control over, Indian children;
2. Conduct an investigation of the character of each individual who is employed, or is being considered for employment in accordance with 23 Code of Federal Regulations Subpart 63 guidelines;
3. Ensure minimum standards of character are met for each individual being considered for a position; and
4. The minimum standards of character shall ensure that none of the individuals appointed to positions covered by the list described in item 1 about, have been found guilty of or entered a plea of nolo contendere (no contest) or guilty to, any felonious offense, or any of two or more misdemeanor offenses, under Federal, State, or tribal laws involving crimes of violence; sexual assault, molestation, exploitation, contact or prostitution; crimes against persons; or offenses committed against children.

Furthermore, Section 231 of P.L. 101-647 of the Crime Control Act of 1990 requires background investigations of “individuals involved with the provision of children under the age of 18 of child care services.” Child care services is defined in the Crime Control Act as “child protective services, social services, health and mental health care, child (day) care, education (whether or not directly involved in teaching), foster care, residential care, recreational or rehabilitative programs, and detention, correctional or treatment services.”

P.L. 101-647 mandates:

1. All existing and newly-hired employees undergo a criminal history background check within prescribed time limits;
2. Employment applications shall contain a question asking whether the individual has ever been arrested for or charged with a crime involving a child, and if so requiring a description of the arrest or charge;
3. Obtain signature of the employee or prospective employee indicating that the employee or prospective employee has been notified of the employer’s obligation to require a record check as a condition of employment and the employee’s right to obtain a copy of the

- criminal history report made available to the employing organization and the right to challenge the accuracy and completeness of any information contained in the report;
4. The results of the background check shall be communicated to the school; and,
  5. Any conviction for a sex crime, an offense involving a child victim, or a drug felony, may be grounds for denying employment or for dismissal of an employee involved in the provision to children under the age of 18 of child care services. Conviction of a crime other than a sex crime may also be considered if it bears on an individual's fitness to have responsibility for the safety and well-being of children.

Procedure:

1. Applicants will be required to sign appropriate authorizations and consents prior to performing any background checks.
2. The school relies on the accuracy of information on the employment application. Any misrepresentations, falsifications, or omissions in any employment information may result in no further consideration for employment. Applicants who fail to disclose accurate and complete information regarding any substantial negative history of criminal convictions may not be considered suitable for hire. The school will also comply with all applicable tribal, state and federal laws to ensure candidates are not discriminated against because of negative history of convictions. The results of the background check will only be used for the purpose of determining an individual's suitability for employment while maintaining strict confidentiality. Individuals that provide false or misleading information in their application and/or authorization may be eliminated from any further consideration.
3. Prior to taking any adverse action, notices will be sent to the applicant along with the contents of the background check results that were considered adverse. The applicant will be given the opportunity to clarify any adverse findings.
4. A determination of suitability of employment will be made for each applicant. The school does not automatically disqualify any person from hiring due to a criminal record.
5. Each determination will be adjudicated by the Enemy Swim Day School Board. The decision of the school board is final.
6. All offers of employment are contingent upon successful completion of the background checks.

Unless required by law, no documents related to criminal background checks will be released and none of the information contained in such documents may be shared with persons other than those that need to know such information. All records generated or received on each candidate relating to the criminal background check are considered confidential and will be kept in a secure area.

All background information is the property of Enemy Swim Day School and will not be duplicated or sold to the applicant or another entity.

**GBDB           SEX OFFENDER VISITATION**   (Ref: SWO-Chapter 75-05-12)

Registered Sex Offenders (RSO) are not allowed within 500 feet of any school; however there are limited exceptions when a RSO may need to visit ESDS for a legitimate purpose. RSO may be the parent, step-parent or legal guardian of an enrolled student at ESDS. ESDS will take all precautionary measures to operate in accordance with SWO Chapter 75 and will work closely with the SWO Sex Offender Registry Office (SORO) to maintain the safety of staff, students and general public while maintaining the integrity of situations that may occur in relationship to hosting a RSO. Under no circumstances is a RSO allowed on school premises

without first contacting the Sisseton Wahpeton Oyate Sex Offender Registry Office (SWO SORO). These are the steps that must be followed prior to a school visit:

- a) The RSO must contact the SWO SORO, three (3) days in advance prior to entering school property/campus or school event.
- b) The SWO SORO will contact the school at least two (2) days in advance of a school visit to confirm event and approval for visit and to ensure the school has a designated monitor.
- c) The school will provide information to the SWO SORO regarding the event date and time frame a RSO will be allowed access to the school.
- d) The SWO SORO will meet with the RSO, sign an acknowledgement of the event date and time frame that they will be allowed on campus.
- e) ESDS will designate a Monitor to escort the RSO for the full duration of their visit. A RSO will be restricted to certain areas of school property; failure to adhere to the guidelines specifying the areas of the school the RSO will be found as Failure to Comply. RSO may have access to the cafeteria restroom only or the alternative outdoor facility.
- f) The RSO is required to take the most direct path to the school event. The RSO must only be in attendance 5 minutes prior and 5 minutes after the event.
- g) At any given time ESDS may prohibit any RSO from being on campus. Should this occur, the school will contract the SWO SORO and provide written documentation as to the name of the RSO.

#### **GBE PERSONNEL ASSIGNMENT**

Teachers and other staff will be assigned to specific duties and grade level placement according to their certification and/or training by the Superintendent/Principal.

#### **GBF ORIENTATION**

General employment orientation will be provided to employees upon hire. Individuals assigned to ESDS through employment opportunity programs will be oriented according to applicable orientation procedures. Supervisors will provide specific orientation to new employees assigned to their area. Mentors will be designated for all new teachers according to mentorship plan.

#### **GBG PROBATION**

All new employees will be considered to be on probationary status for a period of 90 days from the first day of employment (or prorated according to the terms of the contract). The Board may choose to suspend or terminate an employee at any time during their probationary period. The Board can extend the probationary period up to 30 days. Employee evaluation must be completed and submitted prior to accessing of leave benefits.

Probationary employees are not allowed to substitute in the OST Program until they have successfully completed their probationary period.

**GBH SUPERVISION**

Each employee will be notified as to their immediate supervisor at the onset of their employment. Responsibilities of the supervisor will include time and attendance, evaluation, technical assistance, consultation, assistance in planning, assistance in problem-solving and conflict resolution, identification of professional development needs and resources, assistance in material and supply acquisition, approval/disapproval of leave according to procedures set by the supervisor, and other duties.

**GBI EVALUATION**

Formal evaluation will be made by the employee's immediate supervisor, using evaluation procedures recommended by the Administration, and approved by the Board.

**Evaluation Process of Non-Instructional Staff**

**A. Employee within first (1) year of Employment at Enemy Swim Day School**

All supervisors will be responsible for conducting a minimum of (2) employee formal performance evaluations for each employee for whom they provide direct supervision, utilizing a format and process approved by the Board, within the following requirements:

1. Probationary performance evaluations will be completed prior to completion of probation period.
2. Second formal performance evaluation completed at least within one month prior to contract issuance of each school term.
3. Results of formal performance evaluations will be considered in part as criterion for contract renewal or non-renewal for the subsequent school term.
4. Results of performance evaluations will be maintained in the employee's personnel file, with a copy to the employee.
5. Evaluation timelines will be adjusted for staff hired in the middle of the contract year.
6. Employees with a plan of improvement will be evaluated according to the aforementioned procedure.

**B. Employee with two to four years of employment at Enemy Swim Day School**

All supervisors will be responsible for conducting a minimum of one annual performance evaluation for each employee, for whom they provide direct supervision, utilizing a format and process approved by the Board, with the following requirements:

1. The formal evaluation to be completed by the first of the month of contract issuance according to guidelines.
2. Results of formal performance evaluations will be considered in part as criterion for contract renewal or non-renewal for the subsequent school term.
3. Results of performance evaluations will be maintained in the employee's personnel file, with a copy to the employee.

### **C. Employee with five or more years of employment at Enemy Swim Day School**

All supervisors will be responsible for conducting a minimum of one performance evaluation for each employee every two years, for whom they provide direct supervision, utilizing a format and process approved by the Board, with the following requirements:

1. The formal evaluation to be completed by the first of the month of contract issuance every two years according to guidelines.
2. Results of formal performance evaluations will be considered in part as criterion for contract renewal or non-renewal for the subsequent school term.
3. Results of performance evaluations will be maintained in the employee's personnel file, with a copy to the employee.

### **Evaluation of Instructional Staff**

#### **A. Probationary Educator (1-2 years ESDS experience) or Educator on Plan of Assistance**

An Administrator will be responsible for conducting a minimum of two formal performance evaluations for each employee for whom they provide direct supervision utilizing a format and process approved by the Board.

1. First formal performance evaluation by supervisor will be completed prior to completion of probation period.
2. Second formal performance evaluation and post evaluation conference completed by the supervisor by the first of the month of contract issuance guidelines.
3. Results of evaluations will be considered in part as criterion for contract renewal or non-renewal for the subsequent school term.
4. Results of performance evaluations will be maintained in the employee's personnel file, with a copy to the employee.
5. Employees hired in the middle of the contract year will have evaluation timeline adjusted.

#### **B. Continuing Contract Educator (2-4 years of experience)**

An Administrator will be responsible for conducting a minimum of (1) formal performance evaluation for each employee for whom they provide direct supervision utilizing a format and process approved by the Board with the following requirements:

1. Formal performance evaluation and post evaluation conference completed by the first of the month of contract issuance guidelines.
2. Results of evaluations shall be considered in part as criterion for contract renewal or non-renewal for the subsequent school term.
3. Results of performance evaluations will be maintained in the employee's personnel file, with a copy to the employee.

**C. Continuing Contract Educator – Mentor Teacher (5+ Years of Experience)/  
Master Teacher (7 + Years of Experience, 15 + graduate credits in professional  
development, exceptional evaluation ratings within categories of teaching  
strategies, leadership, quality of work, dependability, initiative, etc.)**

An Administrator will be responsible for conducting a minimum of (1) formal performance evaluation every two years or for approving an action research project for each employee for whom they provide direct supervision utilizing a format and process approved by the Board.

1. Formal performance evaluation and post evaluation conference or action research project completed by the first of the month of contract issuance guidelines every two years.
2. Results of evaluations will be considered in part as criterion for contract renewal or non-renewal for the subsequent school term.
3. Results of performance evaluations will be maintained in the employee's personnel file, with a copy to the employee.

**GBKA LAY-OFF (REDUCTION-IN-FORCE)**

The School Board may lay-off an employee due to budget constraints or other conditions which impede the Board's ability to meet employee contract obligations as to salary payment; an employee that is laid-off due to this type of situation will have priority in subsequent position vacancies for which they are qualified.

The School Board will have the authority to implement reduction in force actions in the event of budget limitations. Reduction-in-force actions will be implemented in consultation with staff in an effort to not diminish services to students or impede the on-going operation of the school and its programs. Considerations to be viewed in this type of action include:

1. Basic services required for school operations.
2. Particular reductions in funding resources.
3. Length of service to the School and its students.
4. Positions required meeting accreditation, programming and contracting requirements.

**GBKB SUSPENSION/SEPARATION**

It is the responsibility of employees in administrative and supervisory roles to administer policies in an equitable and consistent manner, for any violations of policy or procedure by an employee for which they provide immediate supervision. These procedures have been established by the School Board to ensure the effective operation of the School for the benefit of the students, and to assure all employees of fair treatment.

In instances, where employee performance is not consistent with ESDS policies and procedures, and are not included under the definition of serious misconduct (such as: Failure to carry out duties, repeated tardiness, insubordination, and other similar performance issues), the following procedure will be initiated in an effort to improve employee performance by the supervisor:

- a. Order and Documentation as set forth in the code of conduct.

- b. Conflict Resolution. It is the intent of this procedure to improve performance through conflict resolution at the lowest administrative level; the procedure is: Informal Discipline: Oral Warning. Written Warning, Formal Discipline: Official Reprimand, Suspensions, Dismissal.

The Superintendent will have the authority to immediately suspend an employee from their duties in the event of employee repeated violation of ESDS policy (progressive discipline as set forth in code of conduct), serious misconduct, or performance issues that interfere with operations of the school. If deemed appropriate, the Superintendent will recommend a hearing with the Board to review the matter for determination of any additional disciplinary action, or possible termination of employment at the School.

Behaviors or acts, which constitute misconduct, may include but are not limited to:

1. Missing work without reporting in and acquiring leave approval.
2. Use of alcohol or drugs on the job or at school-sponsored activities.
3. Distribution or selling of alcohol, drugs or other substances.
4. Physical assault of a student, employee or other individual at the School.
5. Failure to report child abuse or neglect.
6. Failure to use established complaint procedures in working toward a resolution of conflict/complaint.
7. Failure to adhere to policies regarding staff-student relations.
8. Conviction of a felony.
9. Immoral conduct as judged by community standards.
10. Repeated gross inefficiency and failure to perform duties after reasonable written notice.
11. Repeated failure to follow established policies and procedures of the Board after reasonable written notice.
12. Theft, misuse or embezzlement of school funds, and property.
13. Falsification or misrepresentation of information for which an employee bears responsibility.
14. Failure to provide adequate supervision of students which results in physical or emotional injury to a student, consistent with the intent of child protection laws.
15. Use of corporal punishment or physical force with students as a disciplinary measure; use of verbal abuse (name-calling); swearing or other non-professional communications in dealing with students.
16. Miscommunication regarding the school, students or employees of the school which results in an intentional and purposeful disparagement of the school, students, or employees of the school; this is especially true in public expressions as an employee of the School.
17. Communication of confidential information regarding students or employees of the school which was expressed in confidence about personal matters.
18. Public non-support of the School in matters pertaining to situations, grievances, complaints, and non-use of appropriate procedures to process concerns that result in disruption of normal school activity, professional relationships, and overall school environment.
19. Inability or failure to adhere to conditions as stated in performance improvement plan.



If an employee does not agree with a suspension action, they must follow established grievance procedures. Employees in probationary status are subject to suspension and/or termination according to probationary policy GBG.

**GBL            TENURE**

There is no tenure or provision of tenure at the school. Contract renewal or non-renewal will be based on current term performance for all employees at the school, for each annual contract term.

**GBM            PROMOTION / IN-HOUSE TRANSFER**

Employees wishing to transfer to an open position must notify the personnel office in writing prior to the position closing date. The employee's request will be considered with all other applicants. The School Board may, upon recommendation of the Superintendent and with the consent of the employee, transfer an employee to another position vacancy within the School for which they are qualified and is in the best interest of the school.

Position transfers do not require transfer of an employee to a position of equal job status or pay, as the school has established specific salary and wage scales for various position roles at the school.

**GBN            SEPARATION (TERMINATION)**

Notification of unsatisfactory performance will be given to the employee in writing. The Board will give consideration prior to any decision to discharge an employee for cause before the expiration of the term of the contract. The Board may dismiss an employee, effective immediately, for violations of the code of professional ethics and/or the code of conduct.

If the employee contests the termination the grievance policy will be followed. Probationary employees will refer to policy GBG.

The meeting will be in executive session of the Board unless both the Board and the employee requesting such meeting agree that it will be open to other persons or to the public.

An employee terminated may not apply until one (1) year after termination.

The Superintendent or Board may suspend the staff from regular duty during the determination of violations of policy and code of ethics.

**GBO            RESIGNATION**

The Board must approve all resignations or requests for separation from duty. Certified personnel must provide a minimum of a 30 day notice. Failure to provide adequate notice or Board's non-acceptance of resignation or separation request may result in a Board request of certification revocation and/or a penalty. Any certified staff member who breaks a signed contract will be penalized up to 10%.

Noncertified-Employees wishing to resign their position at the School shall provide the Administration with a minimum of a ten working day notice of separation.

**GBQ RETIREMENT BENEFITS**

The school contributes to a retirement program as a benefit for regular employees.

First Year Employee – The ESDS contribution will be at 2% with contributions being accrued for one calendar year period. Contributions will be paid into the employee retirement account 30 days after the initiation of the second year contract and completion of enrollment paperwork. One year or less employment will result with forfeiture of retirement contributions.

The following contribution categories apply to employees over one year of service:

Years 2 & 3	3%
Years 4 & 5	4%
6+ Years	5%

**GBRA HEALTH EXAMINATIONS**

School employees will have a physical examination prior to employment and a medical certificate will be filed in their personnel file. Communicable Disease JGCC Policies pertain to all employees of the Enemy Swim Day School.

**GBRAA APPEARANCE**

Employees are expected to be well groomed and neat in appearance at all times. Employees may be sent home (leave without pay may apply) if they report for work with unprofessional appearance such as visible black eyes, hickeys, inappropriate clothing (according to standard of position) or any other appearance deemed unacceptable by the Supervisor/Administration.

**GBRB TIME SCHEDULES**

The Superintendent will establish the time schedules as needed.

**GBRC STAFF INTERNET USAGE**

Staff will abide by the Internet Usage agreement.

**GBRD STAFF MEETINGS**

Staff meetings will be regularly scheduled according to the needs of the school.

**GBRE            EXTRA DUTY**

Each staff member agrees to assume his or her share of duties incidental to the programs of the school, including extra-curricular and co-curricular activities and community activities as assigned by the Administration. Roles, responsibilities and compensation will be stated within the extra duty contracts and will be approved by the school board. Failure to successfully complete the duties of the extra duty contract will be referred to the school board for action.

**GBRF            EXPENSES**

Employees who are authorized to travel will be reimbursed for ~~other~~ expenses when appropriate as approved by the Superintendent. Authorization for such travel reimbursement must be obtained in writing from the Superintendent prior to incurring such expenses.

**GBRG            EMPLOYMENT OUTSIDE OF THE SCHOOL**

Employees will not engage at any time in any employment that would interfere with their effectiveness in performing regular assigned duties. Employees will not be employed or involved in any private business during the hours necessary to fulfill appropriate assigned duties. Employees will not engage in employment that is in conflict of morals or ethics as judged by community standards.

**GBRGB          TUTORING FOR PAY**

Teachers will not receive money for tutoring any student. The school provides an extended school day program, which allows for extra tutoring as scheduled. Staff are allowed to be compensated for special projects such as reading and math clinics, as approved by the Superintendent and school board.

**GBRIA          PLANNED (PAID) LEAVE**

All staff members are entitled to paid leave each year with the exception of temporary employees. (Part-time employees shall have their leave prorated.) Paid leave includes planned or unplanned leave (which includes sick leave). The supervisor, up to the amount contracted to the employee, may approve paid leave. Leave must be requested and approved on a leave slip at least five calendar days in advance to be approved as planned leave. The supervisor based on scheduling and availability of appropriate substitutes will approve leave.

All unused leave up to 240 hours may be carried over to the next year. Leave in excess of 240 hours will be bought from the employee at their regular hourly rate on the next regular payroll upon successful completion of annual check out procedure. The Employee has the option to sell back leave in excess of 120 hours at ½ their hourly rate on the next regular payroll upon successful completion of annual check out procedure.

If leaving in good standing, employees will be paid up to half of the leave balance at the time of separation of employment at their regular hourly contract rate.

In any other situation the employee will not be compensated for unused leave.

New employees will be allowed to use their accrued leave upon the successful completion of probationary period.

Leave will be at the following rates for school term employees (prorated according to contracted hours):

0-4 Years at ESDS	5-9 Years at ESDS	10+ Years at ESDS
8 hours per working month	10 hours per working month	12 hours per working month

### **GBRIB UNPLANNED LEAVE**

Unplanned leave may be granted when an employee has an illness or an emergency that is unforeseen. An employee must notify the supervisor or designee of absence for unplanned reasons at least one hour before scheduled duty time. If notification is not made, such absence will be charged to leave without pay with written notification and it is considered absence without leave. Acceptable forms of communication with supervisor or designee are telephone call, email, or text but supervisor or designee response is **required** to be valid. If supervisor or designee does not respond it is the employee's responsibility to continue to establish contact.

Unplanned leave may be used in the following instances: when an employee is incapacitated due to a personal injury or illness or is receiving dental, medical or optical examination or treatment or when through exposure, his/her presence would jeopardize the health of fellow workers, students, or when it is necessary for an employee to care for a member of his immediate family (members of the employee's household or legally responsible for) who is ill or injured.

An employee must have a doctor's statement if more than 24 hours of unplanned leave is taken consecutively without prior approval.

### **GBRIC FAMILY LEAVE**

Any employee may utilize up to 12 weeks for the delivery or adoption of a child or the care of an immediate family member (spouse, child, parent) who has a serious health condition according to the Family Medical Leave Act. Leave without pay is granted by the school board for time in excess of accrued paid leave.

### **GBRID MILITARY LEAVE**

Any employee who is a member of the National Guard, member of the armed forces reserve, subject to call in the federal service by the President of the United States, when ordered by proper authority to active non-civilian employment, will be entitled to a leave of absence without loss of status or evaluation status.

If such a person has been in the continuous employment of the Enemy Swim Day School for 90 working days immediately preceding the leave of absence, the first fifteen days of such leave will be with pay.

**GBRIE            BEREAVEMENT LEAVE**

A maximum of three days leave without loss of pay and with no charge to paid leave for the death of an immediate family member (Grandparent, parent, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, or grandchild).

**GBRIF            JURY/COURT LEAVE**

Leave will be granted to any employee duly called and accepted for jury duty. The employee will be given administrative leave for this time and turn any payment received from the Court into ESDS. Appropriate documentation must be provided to the school by the employee.

**GBRIG            LEAVE WITHOUT PAY**

Leave without pay is a temporary non-pay status from regular duties. Leave without pay (LWOP) is a short-term leave when the employee has exhausted all other leave. Leave without pay must be approved by the supervisor and the request must be on a leave slip.

**GBRIH            ABSENCE WITHOUT LEAVE**

An Employee shall be considered absent without leave (AWOL) when s/he fails to report for work without prior approval of leave, does not give proper notification or does not have an acceptable excuse for absence. AWOL places an employee on non-pay status, but it is not considered a suspension. Such leave shall be cause for disciplinary action on an annual basis as follows: After two (2) occurrences of AWOL, a letter will be sent to the employee and a copy will be put in the employee's personnel file. At the third (3<sup>rd</sup>) instance, the Superintendent will recommend appropriate action to the Board. Instances of three (3) AWOL are grounds for termination. After three consecutive AWOL days it is considered abandonment of position and is grounds for termination.

**GBRII            EDUCATIONAL LEAVE**

The School Board will assist staff with reimbursement toward advanced degrees if it is applicable to the employee's position and/or will increase the employee's knowledge for school improvement. The employee must agree to remain at ESDS for at least two contract years (if contract is offered) beyond the reimbursement year. Failure to abide will forfeit professional development funding and the whole amount must be paid in full to the School. Reimbursement will occur when appropriate documentation is provided. The total yearly reimbursement will not exceed \$800.00. The yearly professional development calculations will operate on the school year calendar beginning July 1 and end on June 30.

Employees of the School that are enrolled in courses in higher educational institutions may be granted four (4) hours per week for educational leave, as long as participation does not

significantly interrupt the delivery of instructional services to students. This leave must be reported to the Board.

### **GBRIJ WEATHER LEAVE**

The purpose of weather leave is to allow additional safe travel time for students and staff during inclement weather. Weather leave is not automatically granted to employees.

Weather may differ due to the geographical diversity in our area. Employees are encouraged to use their best judgement when traveling in winter weather. Unplanned leave is intended to be used on those occasions when weather prevents an employee from arriving at school for their scheduled work hours. The Employee will be charged unplanned leave to equal the amount of the contracted work day.

Late starts: Employees must be clocked in prior to 9 am on a late start day. Tardy employees (those arriving after 9 am) will be charged leave from 9 am until their clock in time.

Early dismissals: Employees must be clocked in at the time of an early dismissal. Employees leaving before the time of early dismissal will not be granted weather leave. An employee that leaves prior to early dismissal will be charged leave from the time they left to the end of their scheduled work day. Staff dismissal time may differ from student dismissal time. Superintendent will notify staff.

Planned or Unplanned (LWOP if applicable) leave: If an employee has already scheduled planned leave (or it becomes necessary to use unplanned leave for any reason) on a day there is a late start or an early dismissal, the employee will be charged the full 8 hours of leave.

Those employees that have work schedules outside of 8 a.m. to 4 p.m. are not automatically granted weather leave, in example; OST and night facilities. The Superintendent shall have the discretion to grant weather leave for these employees should circumstances warrant it.

### **GBRIL LEAVE OF ABSENCE**

Leave of absence is a long-term leave without pay for up to one year. A leave of absence may be granted only if it is determined that the leave will be of mutual benefit and interest to the School and the employee. Leave of absence must be requested in writing to the Superintendent stating purpose, when it will start, and when it will end. The School Board must approve the request. Any employee on leave of absence status is not entitled to any benefits accrued during that period.

### **GBRILA SHORT-TERM LEAVE OF ABSENCE**

A short-term leave of absence, defined as 10-120 days, can be granted by the School Board upon receipt of a requesting letter. An employee will use available leave prior to entering leave without pay status.

**GBRIM TARDIES**

An employee is considered tardy when s/he is not at their work station at the time their scheduled shift begins. If an employee expects to be late they will contact the Supervisor as soon as possible. Acceptable forms of communication with supervisor are telephone call, email, or text but a supervisor's response is **required** to be valid. If supervisor does not respond it is the employee's responsibility to continue to establish contact. A Sub may be called in to cover due to no contact from the employee. If the employee shows up late without notification and a Sub has been hired for them, the employee may be sent home upon late arrival and LWOP will apply. AWOL may also apply depending on the circumstances.

**GBRJ ARRANGEMENT FOR SUBSTITUTES**

Selection:

1. Supervisors or designees will select substitute personnel as required from an approved list. If the substitute is needed in the teaching area, preference should be given to those approved persons who are certified to teach.
2. All substitutes are required by the Board to have an application form completed, a successful background check and approved by the School Board.

Substitute rates will be set yearly at the re-organizational meeting.

**GBRK ABSENT FROM DUTY STATION**

All twelve month employees may schedule a five day leave period. The Superintendent and the Business Manager are required to schedule five consecutive days of absence from their duty station.

**GBRM PERSONAL PHONE CALLS/CELL PHONE USAGE**

Telephone calls/messages will be forwarded to voice mail boxes (unless in an emergency). Cell phone and mobile device usage should be limited to professional use only during regular work hours, this includes texting and social media. Confidential school information must be protected. Personal cell phone use will be allowed during non-student contact time. Inappropriate cell phone use is subject to disciplinary action.

**GBS LOST OR STOLEN DOOR/SCHOOL BUILDING/VEHICLE KEYS**

Staff have the responsibility to safeguard their school keycard and/or other school keys.

All contract staff will be issued a staff entrance keycard. If a keycard is lost or stolen, it is the responsibility of the staff person to report the missing keycard within 24 hours of discovery of the missing keycard to the Business Assistant. The staff person will be assessed a \$10.00 replacement fee to have their keycard reissued.

Upon request and approval of the Superintendent, staff may check out keys to the interior doors of the school. The Business Assistant will keep a master key list. Staff will complete a key check-out form upon receipt of key(s). If an interior building door key is lost or stolen it is the

## ESDS Policy G: Personnel August 2019

responsibility of the staff person to report the missing key within 24 hours of discovery to the Business Assistant. The individual will be charged a \$6.00 replacement fee of the key.

A staff member who is issued a Master Key and it is lost or stolen, has the responsibility to report the missing key within 24 hours of discovery to the Business Assistant. The individual will be assessed a fee of 10% of the cost to replace the locks and keys for the entire campus.

At times, staff may be assigned a school vehicle in order to complete school business or when on travel. It is the responsibility of the staff person to return the vehicle keys including the vehicle remote and bus barn/garage door key to the Transportation Manager upon return from school business or travel. If vehicle keys, remote and bus barn/garage keys are missing, the staff person will be assessed the cost to replace any missing item.

### **GBT PUBLISHING**

Employees who prepare material for professional commercial publication concerning or relating to ESDS are required to submit materials to the school board for review and approval prior to publication.

Employees who desire to copyright or patent, and to market, material prepared totally or partially on school time, will submit a copy of such material to the School Board for approval. The material will be accompanied by the following information:

1. The names of persons who participated in preparation of the material;
2. The percentage of duty time spent by these persons during preparation;
3. A statement as to whether royalties would be waived in any purchase of the material which might be made by the Enemy Swim Day School.

The School Board may authorize the sale of copies of, or reproduction rights to, instructional material prepared by the Enemy Swim Day School to other school systems, organizations or commercial firms. If the materials so produced are produced for the Enemy Swim Day School, the Enemy Swim Day School may choose to own the copyright.

### **GBU CODE OF PROFESSIONAL ETHICS**

**Ref: GAF**

Obligation to Students. In fulfilling their obligations to the students, educators shall:

1. Not without just cause restrain students from independent action in their pursuit of learning, and shall not without just cause deny to the students access to varying points of view.
2. Not deliberately suppress or distort subject matter for which they bear responsibility.
3. Make reasonable effort to maintain adequate discipline and order in the classroom and the school system to protect the students from conditions harmful to learning, health and safety.
4. Conduct professional business in such a way that they do not expose the students to unnecessary harassment, embarrassment or disparagement.
5. Not for reasons of race, color, creed, sex, national origin, marital status, political affiliation, or family, social or cultural background exclude any students from participation in or deny them benefits under any program, nor grant any discriminatory



consideration or advantage.

6. Not use professional relationships with students for personal gain.
7. Keep in confidence information that has been obtained in the cause of professional service, unless disclosure serves professional purposes or is required by law.
8. Not tutor for remuneration students assigned to their classes unless no other qualified educator is reasonably available.
9. Maintain professional relationships with students in a manner, which is free of vindictiveness and recrimination.

Obligations to the Public. In fulfilling their obligations to the public, educators shall:

1. Not misrepresent an institution or organizations with which they are affiliated, and shall take adequate precautions to distinguish between their personal views and institutional or organizational views.
2. Not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Not use institutional privileges for private gain or to promote candidates or partisan political activities.
5. Accept no gratuities, gifts or favors that might impair or appear to impair professional judgement, nor offer any favor, service, or thing of value to obtain special advantage.
6. Engage in no act that results in a conviction.
7. Commit no act of moral turpitude or gross immorality.
8. Not misuse or abuse school equipment or property.

Obligations to the Profession. Fulfilling their obligations to the profession, educators shall:

1. Not interfere with the free participation of colleagues in the affairs of their associations.
2. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Not use coercive means or promise special treatment in order to influence professional decision of colleagues.
4. Maintain confidentiality of professional information acquired about colleagues in the course of employment, unless disclosure serves professional purpose.
5. Not misrepresent their professional qualifications.
6. Not knowingly distort evaluation of colleague.
7. Not disparage a colleague before others nor criticize a colleague before students.
8. Discuss professional matters concerning colleagues in a professional manner.
9. Use sound professional judgment in delegating professional responsibilities to others.
10. Not knowingly misrepresent their professional qualifications.
11. Cooperate with authorities and the commissions regarding violations of the codes of ethics of the South Dakota Professional Teachers Practices and Standards Commission and the Professional Administrators Practices and Standards Commission.
12. Perform duties in accordance with local, tribal, state, and federal rules and laws.

Obligations to Professional Employment Practice. Fulfilling their obligation to professional

employment practices, educators shall:

1. Apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
4. Give prompt notice to the employing agency of any change in availability of service; and the employing agency of any change in availability or nature of a position.
5. Adhere to the terms of a contract or appointment unless the contract has been legally terminated, legally voided or substantially altered, without prior consultation with the effected parties.
6. Conduct professional business through channels that have been developed and approved by the employing agency, when available.
7. Not delegate assigned professional responsibilities to unqualified personnel.
8. Permit no commercial exploitation of their professional position.