

# **CERTIFIED POLICY HANDBOOK**

**Pierre School District 32-2**

**2020-2021**

*(Revisions adopted 8/16/2020)*

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**CONTRACT**

**STATE OF SOUTH DAKOTA**

County of Hughes

This contract and agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Board of Education of Pierre, County of Hughes and State of South Dakota, and \_\_\_\_\_, **duly** certificated teacher.

**WITNESSETH:** That the party noted above hereby contracts and agrees to act as **TEACHER** in the schools of Pierre School District #32-2 of Pierre, South Dakota, for and during the school term of **days to be determined** as scheduled by the Board of Education of the Pierre School District No. 32-2 commencing on the \_\_\_\_ day of **AUGUST**, \_\_\_\_\_, and will perform the duties as assigned according to the terms of this contract and according to the course of study, and the regulations of said Board of Education, and in accordance with the laws of the State of South Dakota, pertaining to teachers' contracts.

For which services the said Board of Education hereby agrees to make payment to \_\_\_\_\_ the sum of \$\_\_\_\_\_ in semi-monthly payments. It is further stipulated that this contract may be terminated only by the common consent of the contracting parties or by statutory provisions of the laws of South Dakota.

Failure to complete the terms of a teaching contract constitutes a financial damage to the school district. Because of the unique nature of each case it is impractical or extremely difficult to fix the actual damage. Therefore, the school district will assess the following amounts as liquidated damages: After execution of the contract up to & including June 1<sup>st</sup>, the sum of \$500; From June 2<sup>nd</sup> up to & including July 1<sup>st</sup>, the sum of \$750; From July 2<sup>nd</sup> & thereafter, the sum of \$1,000.

Signed, sealed and delivered to Pierre, South Dakota this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Teacher

**BOARD OF EDUCATION OF THE PIERRE SCHOOL DISTRICT NO. 32-2, PIERRE, SD.**

\_\_\_\_\_  
Business Administrator

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

**Witnesseth:**

- ◆ That the above stated salary shall be adjusted according to verification of credits and teaching experience to be accepted for purposes of salary schedule placement.
- ◆ The certificated personnel policy handbook is considered part of this contract.

For this contract to be valid, it must be signed by said staff member and returned to the **Superintendent of Schools** on or before \_\_\_\_\_.

## Calendar

A contract calendar includes the following:

176	Student Days/Parent-Teacher Conference Days
4	In-service/Professional Development Days
1	Work Day
181	Contract Days

First day for High School students is scheduled for August 20, 2020

First day for Middle School & Elementary School students is scheduled for August 20, 2020

Days Not In Session:

Labor Day--First Monday in September

Native American Day--Second Monday in October

½ day on Wednesday before Thanksgiving

Thanksgiving Day--Fourth Thursday in November  
Friday after Thanksgiving Day

½ day on Friday before Christmas holiday

Christmas Eve

Christmas Day

New Year's Day

Winter Vacation for the above days will include school weeks of a minimum of two days

Martin Luther King Day--Third Monday in January

Presidents' Day--3<sup>rd</sup> Monday in February

Tournament Days – Friday of the State Boys & Girls Basketball Tournaments in March

Good Friday & Easter Monday

Memorial Day - Last Monday in May

## **Definition of the School Day**

The scope of a regular teaching position in the Pierre Public Schools is defined as follows:

- A. All senior high school teachers are subject to assignment between 7:30 a.m. and 3:10 p.m. of the school days.
- B. All middle school teachers are subject to assignment between 7:45 a.m. and 3:25 p.m. of the school days.
- C. All elementary teachers are subject to assignment between 7:50 a.m. and 3:20 p.m. of the school days. The School District will provide the equivalent of 200 minutes of planning time per week for each elementary teacher.
- D. An assignment of a normal class load:
  - 1. Elementary: grade, departmental, or combined grade assignments
  - 2. Middle School and Senior High School:  
Six class periods of teaching in a seven period day or seven periods in an eight period day. The additional periods and the time following the dismissal of classes are to be used for preparation, student appointments, conferences, study hall and other related school activities as assigned by the principal.  
A sixth academic class in a seven period day and a seventh academic class in an eight period day may be assigned by the principal.
  - 3. A teacher will be paid an additional \$500 per semester for teaching a class on the DDN if part of normal class load.
- E. For all teachers who travel between schools, their school day will begin & end with the times of their base school. The base school is the one at which they begin the school day.
- F. Sponsorship of at least one co-curricular activity such as a club, a class advisorship, and sponsorship of other class related student activities.
- G. Homeroom sponsorship.
- H. Participation in ticket selling, chaperone, hall duty, and other sponsorship position at school functions.
- I. Participation in faculty or parent meetings outside of individual assignment time frames will be required. Excused absences may be arranged with the building principal.

## **Evaluation**

Formal evaluation of teachers by building principals and other supervisory administrators will become a part of the permanent file.

## **Leave Utilization**

Leave may be granted in increments of less than one day. All leaves will be deducted in ½ hour increments.

## **Sick and Bereavement Leave**

A maximum of twelve days per year shall be granted without loss of pay, earned at the rate of 1.33 days per month. The Verification of Absence form is filled out by the teacher and signed by the principal.

Sick leave time may be accumulated to a maximum of one hundred days.

Not more than ten days of the twelve days per year shall apply to necessary absence of the teacher for illness or death in the immediate family. Such time shall not be accumulated. Immediate family is defined as including the following relatives of the employee: parent, child, wife, husband, brother, sister, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent, or any member of the employee's household.

Up to ten additional accumulated days may be approved by the building principal for illness or death in the immediate family without loss of pay. Such leave to be deducted from the employee's sick leave credit.

Leave because of illness or death of persons not included in definition of the immediate family shall be granted without loss of pay upon satisfactory arrangement between the employee and building principal. Such leave shall be limited to

not more than three days per year, and shall be deducted from the employee's remaining sick leave credit, and shall be not accumulative.

The Board will grant additional leave at a deduct of .4734 of the daily rate of the base salary pay under the following conditions:

1. Such leave may not exceed 10 days for teachers in their first or second year of employment in the Pierre Schools and not more than 20 days to those teachers beyond the second year of employment in the Pierre Schools.
2. To qualify the teacher must have used all accumulated sick leave and all available sick leave bank days.
3. A physician's statement must accompany the request verifying the need for absence.
4. Such leave may not extend beyond the end of the current year.

If the teacher is still unable to return to duty after the expiration of said leave the teacher will submit his/her resignation unless the board decides to extend the leave on an unpaid basis.

Any certified school employee that is employed for a period of employment which extends beyond the regular school term shall be granted an additional day of sick leave (beyond the maximum of twelve days) for each month or major portion of a month that employment extends beyond the school term.

A teacher may be required to substantiate the fact of illness or injury in cases of systematic, successive or repetitive absences. A teacher will be required to furnish a physician's statement (verbal or written), for any illness or injury resulting in an absence of more than four consecutive working days, certifying that the teacher was physically unable to work.

No employee shall be deprived of employment because of pregnancy.

Deductions for absences in excess of credited sick leave and bereavement leave may be made on a lump sum basis or spread over several monthly paychecks prior to and including the last pay check for the school year.

**Maternity Leave:** Contingent on an employee having sufficient accumulated sick leave, a maximum of six consecutive weeks of sick leave will be allowed due to childbirth. However, in the calculation of the six consecutive weeks, Saturdays and Sundays will be excluded; all other days specifically including days school is not in session will be counted toward the six week continuous limit. The continuous week count will commence with the day of the birth. Under FMLA, six additional weeks of unpaid "off contract" leave may be taken, for a total of 12 continuous weeks of paid and unpaid leave commencing on the date of the birth.

**Paternity Leave:** Contingent on an employee having sufficient accumulated sick leave, 5 days of sick leave may be used by the father as paternity leave after the birth of a child. Under FMLA, additional unpaid "off contract" leave may be taken, for a total of 12 continuous weeks of paid and unpaid leave, commencing on the date of the birth.

**Adoption Leave:** Sick Leave may be used for purposes of adoption. Contingent on an employee having sufficient accumulated sick leave, a maximum of six consecutive weeks of sick leave will be allowed for adoption commencing on the date of the adoption. Under FMLA, six additional weeks of unpaid leave may be taken, for a total of 12 continuous weeks of paid and unpaid leave commencing on the date of the adoption.

If both adoptive parents are employed by the district, the six weeks of paid sick leave may be split between the two parents.

**Unused Sick Leave:** After being employed by the Pierre School District for at least ten consecutive years, an employee leaving the district for reasons other than non-renewal, will be compensated **\$40** per day for accumulated sick leave, not to exceed a total of **\$2,000** per employee.



## **Wellness Payment**

Any teacher who has accumulated the maximum 100 days of sick leave is eligible for a wellness payment at the end of the school term. The total number of qualifiers will divide evenly the \$10,000 total. Teachers will be notified of their eligibility. A teacher must make written application by voucher for this benefit on or before June 15 of each year.

## **Health Care and Dental Insurance**

The district will provide up to \$435 per employee towards the Pierre School District health and dental insurance plans. The amount of the premiums exceeding \$435 will be paid by the employee. Two party, family or dependent coverage may be added for health and dental insurance with the employee paying the amount(s) of the premium(s) that exceed \$435.

All employees employed for at least 50% of the work schedule shall be eligible for health and dental insurance. Family benefits may be added to this individual policy by payroll deduction upon application to the employer.

## **SICK LEAVE BANK**

1. Participation in Sick leave Bank is voluntary and available to all certificated staff members. Participants may only use the sick leave bank for his/her own personal illness or disability, or the care of a critically ill spouse, parent or child.
  - a. Staff members interested in joining the Sick Leave Bank must contribute one day each year or as required under sections 1B and 6.
  - b. The Sick Leave Bank will maintain a minimum balance of 300 days. If 300 days or more are in the bank at the beginning of the school year, last year's members will not need to contribute a day. New enrollees will need to contribute a day to establish membership.
  - c. Enrollment deadline for the Sick Leave Bank will be September 15.
  - d. Certificated staff members hired after September 15 by the Pierre Public Schools will have two weeks to make a decision to join the Sick Leave Bank.
2. Sick Leave Bank Members may draw up to 30 days from the bank during one contract school year provided all accumulated sick leave days have been utilized. Sick leave days does not include sick days which are accessed through a salary deduct. If needed after using the initial 30 days from the Sick Leave Bank, a member may reapply for a maximum of 30 additional days from the Sick Leave Bank for the contract year.
3. A five-member committee shall administer the Sick Leave Bank. The committee will be comprised of five people: three (3) Pierre Education Association members - one (1) elementary teacher, one (1) junior high teacher, and one (1) senior high teacher; one (1) principal or other administrator; and the superintendent. The payroll assistant may serve as an ex officio member.
4. Requests for Sick Leave Bank use will be submitted in writing to the Superintendent and supported by a physician's statement.
5. Days in the Sick Leave Bank shall be withdrawn on a first-come, first-serve basis and if the total days in the bank drops to 150 days all participants will be required to contribute an additional day.
6. Used Sick Leave from the Sick Leave Bank shall not be deducted from the recipients future accumulated Sick Leave. However users must re-establish participation for each school year.
7. Person's withdrawing from membership in the Sick Leave Bank will not be eligible for use of the Sick Leave Bank. Participating members resigning, retiring, or withdrawing from Sick Leave Bank membership or declining to make further contributions shall not be able to withdraw their contributions.
8. A yearly participation in the Sick Leave Bank will not have any effect on the wellness benefit. The day donated to the Sick Leave Bank will be deducted from the employee's accumulated total but will not be considered in the application of the wellness benefit.
9. All record keeping of the Sick Leave Bank shall be done by the Business Office. The Pierre Education Association may request an annual review of existing sick leave days accumulated in the bank.

## **Leave of Absence for Reasons other than Illness**

### **1. Jury Duty/Subpoena**

A teacher summoned to serve on a jury or subpoenaed shall be entitled to receive regular pay from the school district while absent and without loss of any benefits.

The teacher shall not be entitled to expenses from the school district, and shall pay to the district any fee paid to the teacher for service as a juror. The teacher may retain any mileage allowance or subsistence allowance paid in connection with jury service. Any amount owed by a teacher to the district may at the option of the district be withheld from the teacher's pay.

### **2. Parental Leave**

Teachers who have achieved continuing contract status shall be granted Parental Leave without pay or fringe benefits for the period of one school year for purposes of providing childcare under the following provisions:

- a. A teacher requesting parental leave shall submit the application in writing to the superintendent by March 1 preceding the year for which the leave is requested.
- b. Upon returning from parent leave the teacher will advance one step on the schedule. The teacher on parental leave must notify the superintendent of the intent to return from leave in writing by March 1.
- c. A suitable replacement is obtained by June 1st.
- d. Any previously accumulated sick leave will be retained.
- e. A teacher on parental leave will be permitted to carry the school group medical insurance with the premium being paid by the teacher.
- f. The returning teacher will be assigned to a grade level and building by the superintendent. Failure to accept a position, which has been offered, will be considered as the resignation of the teacher from the Pierre School District.
- g. The Board may waive any of the above provisions upon written request of the teacher.

### **3. Personal Leave**

Three (3) days of personal leave will be earned each year. Teachers may carry forward unused personal leave into future years but at no time may accumulate more than eight (8) days. If accumulated, personal leave can be requested up to a maximum of five (5) consecutive days. The following conditions will apply to personal leave requests.

- a. Leave shall be requested in writing through the building principal or his/her designee.
- b. The request shall be submitted a minimum of four school days prior to the date of the requested leave. In the event of an emergency this timeline may be waived.
- c. Not more than 10% of the teachers in any one building will be granted this leave at any one time.
- d. The leave may be denied when the number of absent teachers creates an undue negative impact on the educational program.
- e. This leave may be combined with special leave.
- f. A teacher may receive \$100 per unused personal day or allow the unused portion to be accumulated. Paid days will not be accumulated.

### **4. Emergency Leave**

A staff member may use one day of emergency leave without loss of pay.

Emergency leaves are absences caused by weather (snow, ice, flood, etc.), car trouble or accident, airplane/train connections and for the closure of daycare due to sickness. An additional two days of emergency leave may be allowed at substitute deduction with not more than three days of emergency leave being used in any one school year. Substantiation of emergency leave may be requested by the superintendent.

**5. Professional Leave**

Activities for which compensation is received:

Such employee shall be allowed leave to a maximum of five days per year. The employee shall receive either the compensation, honorarium, etc. (not travel expenses), or his/her daily salary from the district, with the honorarium turned over to the district, whichever the employee prefers but not both. Teachers applying for leave under this Section must complete the form provided for this purpose and submit it to the principal's office.

All professional leave requests will be considered using the following criteria:

- a) The individual school will have budgeted any expenditures for staff development.
- b) The building principal will approve or deny the professional leave requests from his or her building.
- c) District adoptions, building level priorities, department level priorities, and individual needs will be considered when the principal approves or disapproves the request.

When special circumstances merit, the superintendent may waive any or all of the above factors.

A member of PEA, appointed by the PEA executive board, shall be granted up to three days for use for meetings of that organization.

**6. Special Leave**

A teacher may apply for Special Leave when situations arise which require a teacher to be absent and are not covered by any other leave policy.

Requests for Special Leave are to be submitted to the office of the superintendent of schools in writing and a copy to the building principal. The application should provide the reasons for leave and the period of time requested. Each case will be considered on its own merit. Extenuating circumstances, which help justify the absence, will be taken into consideration.

Special Leave, up to ten days, may be granted to a teacher after two years employment. Not more than ten (10) days may be used in any five-year period.

Loss of pay for time absent under Special Leave will be substitute salary deduction. Such loss of pay will be deducted from the next salary payment when practical.

**7. Leave of Absence**

The Board will grant up to one year unpaid leave of absence to a certificated instructor for educational advancement purposes under the following conditions:

- a. "Educational advancement" shall mean pursuing an advanced degree in the field in which the teacher is currently assigned or for retraining in a different teaching field.
- b. No benefits will accrue while on leave but previously accumulated benefits will continue upon return from leave.
- c. While on leave, the teacher may participate in the district's group insurance program with the approval of the insurance carrier and by making arrangements to pay premiums to the company.
- d. The application for leave will include the proposed plan of study and an explanation of the anticipated benefit to the district's educational program. The completed application must be submitted to the superintendent not later than March 1.
- e. The board will seek a replacement teacher for the period of leave by the same procedures that are utilized to fill other vacancies. If these efforts are unsuccessful by June 1, the teacher requesting the leave will be so informed. The teacher may then elect to continue the application procedures, resign the position, or withdraw the application.
- f. If the board grants the leave and the teacher accepts the leave he/she will return to position vacated, notwithstanding the possibilities of the position affected by a reduction in force.
- g. The teacher on leave must confirm the intent to return from leave by March 1. Failure to do so will be taken as a resignation.
- h. The decision of the board in granting the leave may not be in the subject of a grievance.

**Duty Free Lunch Period**

All teachers should have a duty free lunch. Employment of aides to provide free lunch period in the schools is authorized. At least one teacher must be in each building during the noon hour for general supervisory duties. In the event that an additional teacher is requested to assume lunch duty or supervision, he/she will be paid at the hourly rate specified in the section: Summer Employment/Curriculum Development, etc.

**REDUCTION IN PROFESSIONAL STAFF WORK FORCE (Effective 7/1/2003)**

In the event that the Board of Education determines that staff reduction is necessary, full time teachers in the Pierre School District are governed by this agreement.

In the event normal attrition will not alleviate the need to reduce staff, the following criteria, not necessarily in order of priority, shall be used in determining which staff member or members will be non-renewal.

1. Teachers without degrees.
2. Certification within the teaching area.
3. Teachers with emergency or temporary certification.
4. Experience within the teaching area.
5. Evaluations.
6. Program priorities.
7. Extra-curricular needs of the District.
8. Longevity.

**Recall**

Recall shall be conducted in inverse order of layoff. For the purposes of this policy, the effective date of a layoff by reduction in force shall be April 15. The teacher subject to reduction in force shall provide a list of positions he or she wishes to be considered for and is qualified to fill. If, during the first two fiscal years subsequent to the lay-off, a vacancy occurs in the teacher's area of certification, an offer of re-employment will be extended to the teacher subject to an updated background check. When more than one staff member has the same recall date for the open position, the Board may consider the matters identified in the above number 4 of this policy.

If a teacher refuses a recall notice he/she surrenders his/her priority for reemployment and thereafter shall be considered a new applicant. Recall privileges cease when a staff member resigns.

Notification of layoff shall be delivered to the teacher(s) affected as soon after the need has been established as is practical and not later than April 15, emergencies not withstanding.

Teachers who seek employment under this policy shall notify the office of the superintendent within twenty (20) calendar days after notification of reduction in professional staff workforce.

## **GRIEVANCE PROCEDURE POLICY**

### **I. DEFINITIONS**

- A. A "grievance" is a complaint by a teacher or a group of teachers based upon an alleged violation, misinterpretation, or inequitable application of any existing policies, rules, or regulations of the school district as they apply to conditions of employment or of any of the provisions of this agreement. The absence of or disagreement with existing policy, rules, or regulations is not a "grievance" and may be subject to annual negotiation under the negotiations policy.
- B. The term "teacher", except where otherwise indicated, is considered to apply to any certificated professional employee not classified as administrative personnel. The term "teacher" may include a group of teachers who are similarly affected by a grievance.
- C. An "aggrieved person" is the person or persons making the claim.
- D. A "party in interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- E. The term "days" when used in this policy shall, except where otherwise indicated, mean working days. In the event that a grievance remains unresolved at the end of the school year, days "shall mean calendar days".
- F. Association shall mean any association of employees recognized by the Board for the purpose of meeting and negotiating with the Board.
- G. The Board shall mean the Board of Education of the Pierre School District.

### **II. PRINCIPLES**

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of teachers.
- B. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing herein contained shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with any appropriate representative of the association at any time.
- D. Any employee or group of employees has the right at any time to present any grievance to such persons or board through such channels as are designated for that purpose.

### **III. STRUCTURE**

The association shall maintain a grievance committee (hereinafter referred to as the "committee"), which shall be constituted in such a manner as may be determined by the association.

### **IV. TIME LIMITS**

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
- B. In the event a grievance is filed at such time that it cannot be processed by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as it is practicable.
- C. It is required that a teacher files a grievance within 30 days after the alleged violation.

## V. INFORMAL PROCEDURES

- A. If a teacher has a grievance; he/she should first discuss the matter with his/her principal, administrator, or supervisor to whom he/she is directly responsible in an effort to resolve the problem informally.
- B. If, after such discussion, the teacher is not satisfied with the disposition of the matter, he/she has the right to have any representative assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator or supervisor.

## VI. FORMAL PROCEDURES

### A. Level One: School Principal

- 1. If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claim as a formal written grievance to his/her principal.
- 2. The principal shall within five (5) days render his/her decision and its rationale in writing to the aggrieved person, with a copy to the representative of the aggrieved person.
- 3. The principal shall keep on file a statistical summary of the number and types of grievances processed, not to include individual names or details of the grievances.
- 4. A teacher who is not directly responsible to a building principal may submit his/her formal written grievance claim to the administrator to whom he/she directly is responsible or under whose jurisdiction the grievance arose. Said administrator shall carry out the aforementioned responsibility of the principal.

### B. Level Two: Superintendent of Schools

- 1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance in writing, he/she may file the formal written grievance with the association's committee within three (3) days after the decision at Level One or either (8) days after the grievance was presented, whichever is sooner.
- 2. Within ten (10) days after receiving the formal written grievance, the committee shall provide an opportunity for the aggrieved person to meet with the committee for the purpose of reviewing the grievance, and the committee shall give to the aggrieved person a written opinion regarding the merits of his/her case.
- 3. Within three (3) days after receiving the committee opinion, or within thirteen days after the grievance was filed with the committee, whichever is sooner, the aggrieved person may file a written appeal with the committee for a hearing by the Superintendent of Schools. Within two (2) days of its receipt, the committee through its chairman shall submit such appeal to the Superintendent.
- 4. The Superintendent of Schools or his/her representative shall act for the administration at Level Two of the grievance procedure. Within ten (10) days after the receipt of the written appeal for a hearing by the Superintendent, the Superintendent shall meet with the aggrieved person and with a representative of the committee for the purpose of resolving the grievance. A full record of such hearings shall be kept by the Superintendent and made available to the parties in interest upon written request and assurance of confidence. The Superintendent shall within three (3) days of the hearing render his/her decision and its rationale in writing to the aggrieved person, with a copy of the committee.
- 5. A representative of the association's committee shall have the right to attend and participate in the meeting of the Superintendent and the aggrieved person relating to the grievance presented to the Superintendent.

### C. Level Three: Board of Education

- 1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within three (3) days after he/she has first met with the Superintendent, he/she may file the grievance again with the association's committee within five (5) days after a decision by the Superintendent, or ten (10) days after he/she has met with the Superintendent, whichever is sooner.
- 2. After receiving such further appeal, the committee through its chairman may refer the grievance to the Board of Education for consideration at its next regular meeting. The request to meet

with the Board of Education must be made within fifteen days after the grievance has met with the Superintendent.

3. After receiving the written appeal, the board may appoint a fact finder to review the grievance and its processing to this point and to report to the Board at its next regular meeting or at a special meeting prior to its meeting with the aggrieved person and with the representative of the committee for the purpose of resolving the grievance. The decision of the Board shall be rendered in writing within five (5) days.

D. Level Four: Arbitration

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within five (5) days after he/she has first met with the Board, he/she may, within five (5) days after a decision by the Board or ten (10) days after he/she has first met with the Board, whichever is sooner, request in writing to the committee and the association that his/her grievance be submitted to arbitration.
2. If, after following the grievance procedure enacted by the Board, the grievance remains unresolved, it may be appealed to the South Dakota Department of Labor, Division of Labor and Management, which shall conduct an investigation and hearing and shall issue an order covering the points raised, which order shall be binding on the employees and the Board, unless appealed to the courts. The Association or Grievant(s) must file the appeal to the Division of Labor and Management within 30 days of the school board's having delivered or mailed its final disposition of the grievance to the aggrieved person (6-6-86).
3. These procedures shall not be construed so as to prevent any individual on his/her own initiative from exercising the procedural rights accorded an association.

## VII. RIGHTS OF PARTICIPATION

- A. No reprisals of any kind shall be taken by any party against any other participant in the grievance procedure by reason of such participation.
- B. All parties in interest may be represented at all levels of the formal grievance procedure by persons of their own choosing.
- C. When a teacher is not represented by the association, the association shall have the right to be present and to state its views at all stages of the procedure (except at Level Three if the Board elected to go into executive session).
- D. If either party plans to be represented by legal counsel a notice must be given five (5) days in advance of hearing to the other party.



## VIII. MISCELLANEOUS

- A. If, in the judgment of the committee, a grievance affects a group or class of teachers, the committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall begin at Level Two.
- B. Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and its rationale. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Article VI, Section D.
- C. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- D. Forms for filing and processing grievances and other necessary documents shall be prepared by the superintendent and made available through building principals, the association representative, and the committee so as to facilitate operation of the grievance procedure.
- E. The sole remedy available to any teacher for any alleged breach of this policy or any alleged violation of his/her rights hereunder shall be pursuant to the foregoing grievance and arbitration procedure provided, however, that nothing contained herein shall deprive any teacher, administrator, or board of any legal right.
- F. If a grievant initiates an action in a duly constituted court of law, this procedural policy shall not be available unless directed otherwise by said court.

### **Increases for Earned Credits**

1. Burden of proof as to degree and hours of credit earned shall rest with the teacher.
2. Teachers eligible for salary increases under any of the following conditions shall furnish evidence of the same at the earliest possible date after completion, and not later than the 7th of September of the year to which the increase would apply.
  - a. Earned 8 semester hours of work beyond B.A. - **\$350 increase**
  - b. Earned 8 semester hours of work beyond B.A. +8 - **\$400 increase**
  - c. Earned 8 semester hours of work beyond B.A. +16 – **450 increase**
  - d. Earned a Masters Degree or equivalent - **\$500 increase**
  - e. Earned 8 semester hours of work beyond a Masters Degree or equivalent -**\$550 increase**
  - f. Earned 8 semester hours of work beyond M + 8 - **\$600 increase**
  - g. Earned 8 semester hours of work beyond M + 16 - **\$650 increase**
  - h. Earned 8 semester hours of work beyond M + 24 - **\$700 increase**
  - i. Earned 8 semester hours of work beyond M +32 - **\$750 increase**
  - j. Earned 8 semester hours of work beyond M +40 - \$800 increase**

Forty (40) semester hours beyond the Bachelors Degree will be considered as equivalent to the Masters Degree, provided that such credits meet the requirements as set forth in Section 3, such equivalency shall also be applicable to qualify for the Masters Degree plus 8 semester hours and Masters Degree plus 16 semester hours.
3. All credits or other evidence of eligibility for a salary increase under said conditions submitted later than September 7th shall not be usable until the next contract year.

Credits beyond the Bachelors Degree must be obtained subsequent to the granting of the Bachelors Degree. 5/8 or more of all college work credited on hours beyond the Bachelors Degree must be in the field or fields in which a teacher is teaching and graduate level. The other 3/8 may be undergraduate credits and/or in a field other than the one in which the teacher is teaching. This applies for each eight-semester hours submitted.

Exceptions to the 5/8 and 3/8 rule

Undergraduate/graduate courses may be taken to:

- a. Strengthen endorsed area(s)
- b. Add an endorsed area(s)
- c. Areas of district emphasis such as tech ed/tech prep, technology/computers, middle school and reading.

### **Experience Credit – New Hires**

1. Teachers elected to the staff are granted credit on the hiring schedule up to and including fifteen years for approved teaching experience outside of the Pierre Public Schools. The Board of Education may determine placement on the hiring schedule by considering previous teaching and/or comparable work experience, the recency of such experience and the similarity of the experience to the duties of the teaching assignment. In no instance will the hiring schedule placement exceed the sum of the years of teaching and/or comparable work experience.
2. Part-time teaching experience as defined may be used for experience credit when the fractional parts of years over a period of two or more years total at least one full year.
3. The salary of a new hire cannot exceed the salary of a returning teacher with an equivalent degree and experience.

### **National Board Certification**

Any teacher who receives National Board Certification will be paid \$1000 each year for five years.

**HIRING SCHEDULE, 2020-21**  
**Pierre School District**  
**(Adopted 8/16/20)**

- Hiring Schedule increase: The minimum salary (step 0) will increase by 3.5% to \$42,899 for the 2020-21 school year.

The hiring schedule for the 2020-21 school year is below:

<b>Certified Hiring Schedule 2020 - 2021 - Starting Pay increased by 3.5%</b>											
Step	Bachelor's Degree	Bachelor's +8	Bachelor's +16	Bachelor's +24	Master's Degree	Master's +8	Master's +16	Master's +24	Master's +32	Master's +40	Master's +48
		350	400	450	500	550	600	650	700	750	800
0	42,899	43,249	43,649	44,099	44,599	45,149	45,749	46,399	47,099	47,849	48,649
1	43,399	43,749	44,149	44,599	45,099	45,649	46,249	46,899	47,599	48,349	49,149
2	43,899	44,249	44,649	45,099	45,599	46,149	46,749	47,399	48,099	48,849	49,649
3	44,399	44,749	45,149	45,599	46,099	46,649	47,249	47,899	48,599	49,349	50,149
4	44,899	45,249	45,649	46,099	46,599	47,149	47,749	48,399	49,099	49,849	50,649
5	45,399	45,749	46,149	46,599	47,099	47,649	48,249	48,899	49,599	50,349	51,149
6	45,899	46,249	46,649	47,099	47,599	48,149	48,749	49,399	50,099	50,849	51,649
7	46,399	46,749	47,149	47,599	48,099	48,649	49,249	49,899	50,599	51,349	52,149
8	46,899	47,249	47,649	48,099	48,599	49,149	49,749	50,399	51,099	51,849	52,649
9	47,399	47,749	48,149	48,599	49,099	49,649	50,249	50,899	51,599	52,349	53,149
10	47,899	48,249	48,649	49,099	49,599	50,149	50,749	51,399	52,099	52,849	53,649
11	48,399	48,749	49,149	49,599	50,099	50,649	51,249	51,899	52,599	53,349	54,149
12	48,899	49,249	49,649	50,099	50,599	51,149	51,749	52,399	53,099	53,849	54,649
13	49,399	49,749	50,149	50,599	51,099	51,649	52,249	52,899	53,599	54,349	55,149
14	49,899	50,249	50,649	51,099	51,599	52,149	52,749	53,399	54,099	54,849	55,649
15	50,399	50,749	51,149	51,599	52,099	52,649	53,249	53,899	54,599	55,349	56,149

**ASSIGNED DUTIES AND RESPONSIBILITIES BEYOND THE SCHOOL DAY**

This schedule is used as a basis for extra duty salaries in the Pierre Public School System. The salaries are based on an index ratio of the Extra Duty Base of \$39,878, plus an increment for each year of coaching experience.

Graduated index figures and variation in experience accumulation totals are used to adjust for the varying pressures, responsibilities and work loads of the different coaching assignments. When and if new coaching positions are created, the athletic director will be responsible for suggesting the proper place of the new position within the established schedule.

Experience accumulation up to and including (5) years from other systems will be accredited to new coaches entering the Pierre system.

Upon receipt of written notification from the teacher indicating a desire to be relieved from the extra duty assignment, the Superintendent will begin to look for a replacement and notify the staff. Interested applicants should discuss the duties of the position with the appropriate building principal. Any teacher interested in the extracurricular assignment can apply to the Superintendent.

<b>Activity</b>	<b>New Base Index</b>	<b>Current Hiring Base x index</b>	<b>Additional Compensation Per Year of Experience</b>	<b>base for extra duty</b>	<b>\$39,878</b>
<b>Boys Basketball</b>					
Varsity	0.171	\$6,819.00	\$20		
Varsity Assistant	0.122	\$4,865.00	\$20		
Sophomore	0.122	\$4,865.00	\$20		
9 <sup>th</sup>	0.122	\$4,865.00	\$20		
8 <sup>th</sup> (2)	0.080	\$3,190.00	\$20		
7 <sup>th</sup> (2)	0.080	\$3,190.00	\$20		
<b>Girls Basketball</b>					
Varsity	0.171	\$6,819.00	\$20		
Varsity Assistant	0.122	\$4,865.00	\$20		
Sophomore	0.122	\$4,865.00	\$20		
9 <sup>th</sup>	0.122	\$4,865.00	\$20		
8 <sup>th</sup> (2)	0.080	\$3,190.00	\$20		
7 <sup>th</sup> (2)	0.080	\$3,190.00	\$20		
<b>Cross Country</b>					
Varsity, Boys & Girls	0.151	\$6,022.00	\$20		
Ass't. Varsity, B & G	0.117	\$4,666.00	\$20		
MMS, Boys & Girls	0.079	\$3,150.00	\$20		
MMS, Assistant	0.069	\$2,752.00	\$20		

<b>Activity</b>	<b>New Base Index</b>	<b>Current Hiring Base x index</b>	<b>Additional Compensation Per Year of Experience</b>
<b>Soccer</b>			
Varsity, Boys	0.151	\$6,022.00	\$20
Asst. Varsity, Boys	0.117	\$4,666.00	\$20
Varsity, Girls	0.151	\$6,022.00	\$20
Asst. Varsity. Girls	0.117	\$4,666.00	\$20
<b>Football</b>			
Varsity	0.167	\$6,660.00	\$20
Varsity Assistant (3)	0.118	\$4,706.00	\$20
Sophomore/JV (2)	0.118	\$4,706.00	\$20
9 <sup>th</sup> (3)	0.118	\$4,706.00	\$20
MMS (4)	0.078	\$3,110.00	\$20
<b>Golf</b>			
Varsity Boys	0.103	\$4,107.00	\$20
Varsity Girls	0.103	\$4,107.00	\$20
Assistant Varsity (2)	0.078	\$3,110.00	\$20
<b>Gymnastics</b>			
Varsity	0.160	\$6,380.00	\$20
Varsity Assistant	0.122	\$4,865.00	\$20
MMS Head	0.090	\$3,589.00	\$20
MMS Assistant	0.079	\$3,150.00	\$20
<b>Tennis</b>			
Varsity Boys	0.103	\$4,107.00	\$20
Varsity Girls	0.103	\$4,107.00	\$20
Varsity Assistant (2)	0.078	\$3,110.00	\$20
<b>Track</b>			
Varsity Boys & Girls	0.233	\$9,292.00	\$20
Varsity Boys	0.155	\$6,181.00	\$20
Varsity Girls	0.155	\$6,181.00	\$20
Varsity Assistant (6)	0.111	\$4,426.00	\$20
MMS Head, Boys & Girls	0.111	\$4,426.00	\$20
MMS Assistant (6)	0.078	\$3,110.00	\$20

<b>Activity</b>	<b>New Base Index</b>	<b>Current Hiring Base x index</b>	<b>Additional Compensation Per Year of Experience</b>
<b>Volleyball</b>			
Varsity	0.171	\$6,819.00	\$20
Varsity Assistant	0.122	\$4,865.00	\$20
Sophomore	0.122	\$4,865.00	\$20
9 <sup>th</sup>	0.122	\$4,865.00	\$20
MMS – 8 <sup>th</sup> (2)	0.080	\$3,190.00	\$20
MMS – 7 <sup>th</sup> (2)	0.080	\$3,190.00	\$20
<b>Wrestling</b>			
Varsity	0.171	\$6,819.00	\$20
Varsity Assistant	0.121	\$4,825.00	\$20
MMS	0.102	\$4,068.00	\$20
MMS Assistant	0.090	\$3,589.00	\$20
<b>Strength/Conditioning</b>			
High School	.250	\$9,970.00	\$20
MMS (2, one per semester)	0.030	\$1,196.00	\$20
<b>Speech &amp; Drama</b>			
Oral Interpretation	0.104	\$4,147.00	\$20
One Act Play	0.102	\$4,068.00	\$20
*Fall Play	0.104	\$4,147.00	\$20
*Spring Play	0.104	\$4,147.00	\$20
Musical* (Optional)	0.000	\$0.00	\$20
*Drama Director	0.128	\$5,104.00	\$20
Instrumental Director	0.067	\$2,672.00	\$20
Vocal Director	0.067	\$2,672.00	\$20
MMS Musical-Drama	0.102	\$4,068.00	\$20
MMS Musical-Music	0.102	\$4,068.00	\$20

\*When an assistant drama director is utilized the percentages will be: Fall & Spring Plays 6.6% and 3.3% and Musical 8.2% and 4%. One Act will be .03 for each with .05 for the contest play. If co-directors are utilized for One Acts, each co-director will share equally in the compensation (.102/2).

<b>Activity</b>	<b>New Base Index</b>	<b>Current Hiring Base x index</b>	<b>Additional Compensation Per Year of Experience</b>
<b>Cheerleaders</b>			
Senior High	0.134	\$5,344.00	\$20
Competitive Cheer	0.103	\$4,107.00	\$20
Competitive Dance	0.103	\$4,107.00	\$20
<b>Directors</b>			
Guidance Director	0.181	\$7,218.00	\$20
Assistant Athletic Coordinator	.130	\$5,184.00	\$20
At-Risk VocEd Coordinator	0.181	\$7,218.00	\$20
Instrumental Music SH Band	0.133	\$5,304.00	\$20
Vocal Music SH	0.098	\$3,908.00	\$20
Flag Corps	0.023	\$917.00	\$20
Destination Imagination	0.051	\$2,034.00	\$20
Riggs Student Senate - assistant	0.051	\$2,034.00	\$20
Riggs Student Senate - head	0.103	\$4,107.00	\$20
MS Student Senate (2)	0.039	\$1,555.00	\$20
FBLA	0.103	\$4,107.00	\$20
Asst. FBLA	0.051	\$2,034.00	\$20
National Honor Society	0.023	\$917.00	\$20
Art Club Advisor (2)	0.051	\$2,034.00	\$20
FCCLA Advisor	0.027	\$1,077.00	\$20
FFA Advisor	0.027	\$1,077.00	\$20
Middle School Math Counts	0.023	\$917.00	\$20
Concessions Advisor	0.133	\$5,304.00	\$20
Assistant Concessions Advisor	0.030	\$1,196.00	\$20
<b>Publications</b>			
SH Annual	0.155	\$6,181.00	\$20
SH Newspaper	0.145	\$5,782.00	\$20
MMS Annual	0.075	\$2,991.00	\$20

-Ticket sellers and takers, crowd control, public address and so forth will be \$25.00 per session. Scorers and timers will be paid \$25.00 per contest for grades 6-12. Junior Class Advisors that organize and work concessions at a game, set up for prom and supervise prom will be paid \$50 per session. One head prom advisor will be paid \$400.

-Other intramural activities and certain other activities will be paid at the rate of \$21.21 per hour for faculty staff.

-Concessions Advisor may voucher \$25 for preparation for concessions for a non- Pierre School District event.

-Any teacher who is assigned an extracurricular activity and must attend an out-of-town event on a non-school day will be paid \$50 per each out-of-town event.

-In the event a driver is requested for out of town activities, drivers will be arranged through the Activities Director at least two days prior to event.

-In the event a driver cannot be provided for a school activity and a teacher/coach is required to transport students to said activity, that teacher/coach will receive \$50 compensation.

**Staff Passes**

Each member of the instructional staff who has signed a contract will be issued one complimentary activity pass for the staff member and one for a guest.

In the event that there are not sufficient volunteers to work the various activities, the high school principals will have the authority to assign personnel to work at the events.

A person working an activity will be paid at the authorized rate.

**Lifetime Pass**

Any certified employee will be allowed to receive a lifetime activity pass upon retirement.

**Early Retirement Policy**

Any teacher who has been in the system eleven or more years and whose current employment with the district began on or before June 30, 2012, and who has attained the age of 55 and is not 66 years of age as of June 30 of his/her retirement year may elect to retire early and receive this benefit. Upon such early retirement he/she shall be entitled to receive cash payments in accordance with the following schedule:

Age at June 30 of Retirement Year	Percentage Factor*
55-65	75%

\*Shall be applied to the teacher's last contracted salary exclusive of any extra duty pay.

The cash payments shall be payable either as one lump sum payment made to a teacher at the time of his/her termination and transmitted to the South Dakota Retirement Systems (SDRS) Special Pay Program or in payments of 1/3 the amount with the first payment made to a teacher at the time of his/her termination (retirement) and transmitted to the SDRS Special Pay Program. Payments transmitted to the SDRS Special pay program are deferred from federal income taxes and are not subject to social security and Medicare withholding.

**Option A**

A teacher electing to take the early retirement payment as one lump sum must notify the superintendent in writing of his/her eligibility and option choice on or before February 1 of the prior year in which retirement will occur. The teacher must provide a final notification of retirement to the superintendent on or before February 1 of the year the retirement will occur.

**Option B**

A teacher electing to take the early benefit in payments of 1/3 the amount will have his/her first 1/3 transmitted to SDRS Special Pay Program on June 30 of the year of retirement and 1/3 paid to the teacher on each June 30 until paid in full. These subsequent payments will be subject to all federal taxes.

In order to receive the first payment in the year of retirement, the teacher must notify the Superintendent in writing on or before February 1 of the year in which retirement will occur. If a teacher notifies the Superintendent of his/her retirement after February 1 of the year in which retirement will occur the cash payments will be delayed for one (1) year, and only option B is available.

In the event the teacher dies and is eligible for the early retirement payment, the benefit will be paid to the beneficiary or to the estate of the teacher regardless of whether or not a written notification has been received by the superintendent. A lump sum payment for all or any remaining unpaid retirement benefit will be paid the following June 30 after the death of the teacher.



**Summer Employment/Curriculum Development, etc.**

Certified personnel employed for special purposes in addition to contracted duties on outside the regular contract year, such as study hall, lunch supervision, etc. shall be compensated at an index ratio of .0006218 of the BA base. Teachers engaged in screening/evaluation and instruction, either regular or special education, and curriculum development shall be compensated at an index ratio of .0007772 of the BA base.

Computation method: BA base x index ratio - hourly rate.

**Liquidated Damages**

Failure to complete the terms of a teaching contract constitutes a financial damage to the school district. Because of the unique nature of each case it is impractical or extremely difficult to fix the actual damage. Therefore, the school district will assess the following amounts as liquidated damages:

After execution of the contract up to and including June 1<sup>st</sup>, the sum of \$500.00;

From June 2<sup>nd</sup> up to and including July 1<sup>st</sup>, the sum of \$750.00;

From July 2<sup>nd</sup> and thereafter, the sum of \$1,000.00.

Completely Revised and Adopted by the Board on:  
November 8, 1978  
October 8, 1979  
October 17, 1983  
May 11, 1987  
January 23, 1989  
July 13, 1992

## **PHILOSOPHY OF EDUCATION**

### **Preamble:**

Recognizing that the future of America depends upon an informed and educated citizenry; and acknowledging that it is the responsibility of the public schools to provide the opportunity to acquire knowledge, to inspire learning, and to foster personal responsibility in the young people entrusted to them, the Pierre Board of Education sets forth the following statement of philosophy.

### **Statement of Philosophy:**

It is the intent of the Pierre Board of Education that each student who attends the Pierre Public Schools be encouraged to develop his or her academic and social potential to its fullest.

Furthermore, it is the intent of the Pierre Board of Education that students in the Pierre Public Schools be afforded the opportunity to acquire and develop intellectual and physical skills and aesthetic appreciation, under conditions which stimulate ethical choices, responsible citizenship, effective leadership, and respect for the rights and freedoms of others.

In striving to attain these goals, the Pierre Board of Education acknowledges the obligation to seek and maintain (a) academic and social participation of students regardless of race, sex, creed or economic background; and (b) open lines of communication among students, parents, teachers, administrators, and counselors for effective understanding and guidance of students within the Pierre School District.

### **Qualifications**

All members of the teaching staff must hold a legal certificate issued by the State Division of Elementary and Secondary Education for the position of employment. No salary warrant will be issued to a teacher that does not hold a legal certificate. The certificate and an official transcript of college credits must be on file in the superintendent's office.

### **Selection and Appointment**

The Board of Education has the legal responsibility for employing the teachers of the Pierre Public Schools. Applicants for a teaching position must make application to the superintendent of schools and submit reference credentials. Those who are considered eligible for consideration will be requested to arrange for a personal interview. Whenever possible, other members of the administrative staff will be included in the interview process. All professional personnel are employed upon the recommendation of the superintendent to the Board of Education.

### **Assignment and Transfer**

Assignment of appointees to positions shall be made by the superintendent. The superintendent shall have the authority to transfer any employee from one position to another, providing such employee is eligible for the position to which the transfer is made, and providing such transfer does not involve demotion in rank or alteration of salary. Transfers involving alteration of rank or salary shall require approval of the Board of Education. Any school employee may request a transfer for themselves or for any staff members under his/her direction. Such a request shall be made to the superintendent in writing, with an explanation of the reason for the request.

During the school year the superintendent will disseminate notices of vacancies as acted upon by the board. Such notices will be posted in each of the buildings in faculty lounges.

### **Professional Performance & Fair Dismissal**

It is the responsibility of administrators to carry out the evaluation of teachers under their supervision in a manner consistent with policies currently in effect. Whenever a teacher is deemed to be rendering unsatisfactory service, the

immediate supervisor will give early notice of such unsatisfactory service and render the assistance he/she deems appropriate to correct the deficiency.

### **Retirement**

Retirement Age shall be in accordance with federal mandatory retirement regulations.

### **Resignations**

Resignations shall be in writing and should be submitted to the superintendent for action by the Board of Education. All resignations will be granted only by mutual consent and only when a replacement is available.

### **Employment of Spouses of Administrators**

Principals' and business managers' spouses may be employed, but cannot be assigned to the supervision of the spouse.

Spouses of teachers may be employed in the system as long as such employment is not under the immediate supervision of that teacher.

### **Retirement Program**

Beginning July 1, 1974, participation in the South Dakota Teachers Retirement Program is required by law for all certificated personnel.

### **Worker's Compensation Insurance**

All employees are covered by Worker's Compensation, which covers them for injuries sustained on the job or on the premises going to or from work. The responsibility for reporting cases of injury falls upon the individual, and injuries must be reported promptly to the business administrator.

An employee injured on the job will receive additional sick leave up to a period of twenty (20) working days. It is understood that such employee will surrender to the district such compensation from the worker's compensation benefits as he/she received during said twenty (20) working days. If such employee, at the termination of the twenty (20) working days, decides to use regular sick leave, such compensation that is received from the worker's compensation benefits for such periods will also be surrendered to the school district.

### **Bonds on Employees**

All employees are covered by a combined public official and employees' faithful performance and honest blanket position bond. The coverage is \$25,000.00 for each employee plus \$25,000.00 additional for the business administrator and the treasurer.

### **Tax Sheltered Annuities**

Teacher may request the Board of Education to divert a part of the scheduled salary to the purchase of tax-sheltered annuities.

## **REPORTING PROCEDURE FOR SUSPECTED CHILD ABUSE OR NEGLECT CASES**

**LAW:** According to SDCL 26:10:10, any school teacher, counselor, school official, or nurse having reason to suspect that a student under 18 years of age has been abused and/or neglected shall report these suspicions either to the local states attorney, the Department of Social Services, the county sheriff, or the city police.

Several points warrant emphasis:

1. The duty to report concerns suspicion only. The burden of proof does not rest with the person reporting.
2. Medical or professional confidentiality does not apply in cases of suspected child abuse or neglect.
3. No person may be sued for reporting a suspected case, in good faith, even if the suspicion is proven to be unsubstantiated. On the contrary, failure to report constitutes a class one misdemeanor.

### **REPORTING PROCEDURES**

When any school teacher, school nurse, school counselor, school official or administrator suspects that a child is abused and/or neglected, the following information should be gathered:

1. The child's name and address.
2. Name of child's parents or caretaker.
3. Any known family alias.
4. Evidence and observation or incident(s) including any times, dates, persons present, and locations where incident(s) took place.
5. Any statements made by the child regarding the suspected abuse or neglect.

In addition to the report required in SDCL 26-10-10, the above-named school personnel are also required through SDCL 26-10-11.1 to notify the school principal or school superintendent or his/her designee regarding their suspicion. A written report concerning this suspicion must be filed with the building principal. The school principal or school superintendent or his/her designee shall, in turn, make a report to the Department of Social Services or to the county sheriff, or to the city police or states attorney, either in person or by telephone.

A copy of the school's report will be forwarded to the agency with which the referral was made. The original written report will be placed in a confidential file in the building principal's office.

#### Please Note:

It is not the responsibility of the school or any school employee to investigate suspicions. This is the function of Social Services, law enforcement, or the states attorney.

Name of School \_\_\_\_\_  
Address of School \_\_\_\_\_

**SUSPECTED CHILD ABUSE AND NEGLECT SCHOOL REPORTING FORM**

Name and Address of involved student:

Grade: \_\_\_\_\_ Name of child's teacher: \_\_\_\_\_

Name and Address of parents or guardians:

Date and place of birth of student:

Nature and extent of injuries, or description of abuse or neglect, including approximate dates observed: time of day, names of other persons present or who may have knowledge of the incidents:

Any other information that may be helpful in establishing the case of the abuse or neglect.

Administrator: \_\_\_\_\_

Teacher: \_\_\_\_\_

Reported to: \_\_\_\_\_ at  
\_\_\_\_ Department of Social Services  
\_\_\_\_ Sheriff's Office  
\_\_\_\_ Police Department  
\_\_\_\_ States Attorney

Date Report Made: \_\_\_\_\_

NOTICE TO SCHOOL ADMINISTRATOR OR TEACHER

This form must be filed in the confidential file in the building principal's office. A copy must be forwarded to the agency receiving the initial referral.

### **Committee Assignments**

A reasonable amount of committee work will be required of all staff members. Assignments will be made by the superintendent or principal.

### **Parent-Teacher Meetings**

Attendance at parent-teacher meetings is an expected professional and public relations responsibility.

### **Relationship with the Superintendent**

The teachers are invited and expected to confer with the Superintendent on problems relating to their affiliation with the school district. Such problems as building assignments, teaching loads, salary, tenure, certification, and general working conditions should be discussed with the superintendent. This cooperation between the teacher and the superintendent should be founded upon sympathy of each other's points of view, and in recognition of the administrator's right to leadership and the teacher's right to self-expression.

This open avenue of communication should tend to confine personal views and criticisms to the proper channels for consideration. The teachers should avoid voicing unfavorable criticism of fellow employees except in cases where information is formally presented to a school official in the interests of the school.

When appeals, from the decisions of the teachers, are brought to the principal and/or the superintendent by students, parents, or others, the final decisions will be withheld until all the facts are obtained and the teacher has had an opportunity to be heard.

### **Relationship with Principals**

The classroom teachers are under the direct supervision of the building principal. The administrative policies, communication from the board, assignments of daily work, instructional schedules and courses of study will reach the classroom teachers through the principal. All problems and requests of the teachers for assistance, for materials or information pertaining to schoolwork should be directed to the principal.

Teachers may expect the principal to guide and assist them with problems pertaining to their work with the pupils. They may expect the principal to share their disciplinary problems, to guide and sustain them as they work together for the good of the children. Either or both may seek the advice and counsel of the superintendent on specific problems or upon interpretation of policy.

Teachers should consult with the building principal before initiating new procedures, plans, or programs. They should express their views on school policies and problems to the principal. This opportunity for open expression and sharing of responsibility for the successful operation of the school should be encouraged and protected by tolerance and good will. The views of all shall be respected and held in confidence. The loyalty of the teacher to the group and to the organization is necessary to the success of the school.

### **Responsibility to Fellow Staff Members**

It is expected that teachers will be loyal in their support of important school functions, especially those of a given building and sponsored by fellow workers.

Under no circumstances should teachers condemn or adversely discuss school policies or the personalities and the work of their fellow teachers in the presence of pupils. Idle "gossip" often repeated may prove most harmful to the school, and that means the teacher.

### **Supervisory Duties**

Certain supervisory duties will be required of all teachers, and these assignments will be made by building principals.

It is the duty of the principal and teachers to supervise and maintain order in all halls and corridors whenever the buildings are accessible to pupils. Students are not allowed to use the buildings without being accompanied by a sponsor.

### **Professional Growth**

Professional Growth in the form of college credits is the same as required by the State of South Dakota for renewal of certification.

### **Substitute Teachers**

Applications for substitute teaching positions are made to the Superintendent of Schools. Substitute teacher lists are prepared and made available to the building principals by the Superintendent. It is the responsibility of the Principals to secure needed substitutes, making every effort to secure those qualified for the individual positions that are to be filled.

Teachers should make every effort to notify their principal well in advance that they will be absent. When returning to work after an illness, the teacher has the responsibility of notifying the principal of his/her plans to return in sufficient time so that the substitute can be notified.

Teachers have a responsibility to the substitute to have available:

- a. Substitute folder
- b. Clear, concise plans
- c. A schedule of classes
- d. A seating chart
- e. Procedure chart for routine
- f. Description of special duties

At the end of the period of duty the substitute teacher must complete a special report for the district administration office.

### **Solicitations, Funds (9/12/94 - revised 8/14/95)**

There will be no solicitations of money and/or contributions of the students or their parents, nor dispensing of literature soliciting money and/or contributions nor dispensing of literature relative to the sale of print or nonprint educational materials, foodstuffs, general merchandise, etc. by any organization, group, or agency that is not part of the Pierre Public Schools. This policy is to include religious and political solicitations. A school-sponsored organization may raise funds for their own organization with prior administrative approval.

### **Non-Discrimination Policy**

The Pierre School District #32-2 does not discriminate in its employment policies and practices, or in its educational programs on the basis of race, color, creed, religion, age, sex, handicap, national origin or ancestry. Inquiries concerning the application of Title VI, Title IX or Section 504 may be referred to Superintendent Kelly J. Glodt at 211 S. Poplar, 773-7300, Pierre, SD 57501 or to the Regional Director, Department of Education, Office for Civil Rights, One Petticoat Lane, 1010 Walnut Street, Suite 320, Kansas City, Missouri 64106. Phone: (816) 268-0550

### **Budget and Annual Report**

The Association may upon completion of each, obtain from the Business Manager a copy of the School Budget and Annual Report. The Association will pay the district at the current rate per page for copying.

### **Traveling Teachers**

- A. Those teachers whose contract responsibilities require automobile travel in addition to the customary daily travel from home to a given building and home again, shall be reimbursed at the current state rate.
- B. Those traveling teachers who have regular schedules shall, as soon as their schedules are set, submit said schedule and mileage to their immediate supervisor for review and approval. They shall be reimbursed each semester at the agreed upon rate until such time as the schedule changes, whereupon they must submit the new schedule and mileage to the immediate supervisor.
- C. Those traveling teachers who schedules vary according to their daily contract responsibilities shall be required to log their travel and submit their mileage monthly to the immediate supervisor for review and approval. They shall be reimbursed each semester at the agreed upon rate.
- D. Any traveling teacher having a regular schedule as well as some irregular traveling shall be required to submit the regular schedule as in Section B and log the irregular travel as in Section C for monthly reimbursement.
- E. Mileage between all buildings shall be determined by the Board or its designee.
- F. Mileage to other locations shall be submitted by the teacher and approved by the immediate supervisor.
- G. The above shall not include occasional in-town trips scheduled by teachers assigned to one building.

### **Student Psychological/Psychiatric Referral (adopted 7-16-90)**

A teacher, counselor or administrator may not refer a minor aged student for psychological/psychiatric treatment or testing without the prior consent of the student's parent or legal guardian.



# PIERRE SCHOOL DISTRICT

## **Supervision and Evaluation Of Professional Staff Guide**

Final Draft- March, 2005

### MISSION

**TO COOPERATIVELY INSPIRE ALL STUDENTS TO ACHIEVE  
THEIR POTENTIAL**

### 2004-2005 Evaluation Review Committee

Facilitator:

Dr. Ed Porthan

Designs for Learning-West

Bismarck, ND

- School Board Policy
- Formative Supervision Process
- Summative Evaluation Process
- Plan of Assistance Template
- Activities Advisor Evaluation
- Sample Drop-In Observation
- Supervisory Visit Document
- Three-choice Model - for later consideration

# Reference Manual for Pierre School District

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# Professional Staff Supervision and Evaluation

## I. OVERVIEW:

### 1. Statement of purpose for professional staff supervision and evaluation:

- A. To provide an ongoing, objective appraisal of the professional staff's competency.
- B. To provide feedback and assistance that enables the professional educator to utilize strengths, overcome weaknesses, and improve instruction.
- C. To aid administrative decision-making with regard to employment.

### 2. Policies and Procedures:

- A. School Policy: The Supervision and Evaluation Policies of the Pierre School District's Reference Manual outlines relationships and responsibilities with regard to professional educators. Areas of responsibility are as follows:

1. Principal's Responsibility: The principal shall be the chief appraisal officer of the professional staff in a building and shall have the responsibility of providing evaluation at the building level, thus influencing the growth of the educator. Observance of the educator's classroom performance shall be basic to the fulfillment of this function.

2. Educator's Responsibility: It shall be the educator's primary responsibility to create, maintain and sustain a safe environment. It shall be a further responsibility to create, maintain and sustain an effective learning environment. It shall be the responsibility of the educator to seek help and assistance in solving problems. Such requests are not interpreted as evidence of weakness. Teachers are expected to communicate, grow and increase performance.

3. Evaluation Report: The summative evaluation of an educator serves to summarize the principal's evaluation of that educator. This report shall have the signature of both the principal and the educator. A probationary educator whose work is unsatisfactory shall be notified by April 15 that he/she shall not be recommended for continuation of employment. A continuing contract educator whose work is unsatisfactory shall be notified by April 15 that he/she shall not be recommended for continuation of employment.

## EVALUATION AND SUPERVISION OF PROFESSIONAL STAFF

In order to assure a high quality of professional staff performance to advance the instructional programs of the district schools, a continuous program for professional staff evaluation shall be established by a committee composed of the building principals, a staff member from each building, the Pierre Education Association president or designated representative and the superintendent (to serve as chairperson). The committee will be referred to as the "Evaluation Review Committee". The final product will be presented to the school board concerning the outcomes of these evaluations.

All professional staff will be evaluated one or more times on an annual basis in order to provide feedback to professional staff members noting strengths, as well as area(s) needing improvement.

The supervision and evaluation process will include:

1. an ongoing review of the Formative Supervision Process for making evaluations by the "Evaluation Review Committee", administration and school board. Techniques and procedures that contribute to an educator's understanding of his/her strengths and weaknesses will be used.
2. goals and objectives that are understood and agreed upon by the professional staff and the Administration. The criteria will be built around the established educational philosophy, goals, objectives and educational program developed and accepted by the professional staff of the school district. Job specific criteria will be established in the Formative Supervision Process Guide and be recorded on the Educator Summative Evaluation document for all the professional staff.
3. application of the information gained for the planning of staff development and training activities, which are designed to improve instruction and increase educator competence.

The evaluation process may include self-evaluation, supervisor-initiated observations and educator-initiated observations.

The formal evaluation(s) will be summative and written and will be discussed by the evaluator and the educator or administrator. The discussions may either precede or follow the writing of the evaluation document. Copies of the written document will be signed and dated by both parties and incorporated into the evaluation file of the educator or administrator. The signature of the educator or administrator does indicate a conference between educator or administrator and evaluator was held. The signature indicates that the educator or administrator has read the evaluation. It does not necessarily indicate concurrence. A refusal to sign will require a third party signature.

The summative evaluation will be specific in terms of a person's strengths and weaknesses. Those areas where improvement is needed will be clearly set forth and recommendations for improvement will be made through a Plan of Assistance. A Plan of Assistance is a written plan that directs the professional improvement in specifically identified areas of deficiency. A plan will be implemented for a staff member for any established standard that is determined "Must Improve". A plan may be implemented for any staff member for any standard that is determined to be "Does Not Meet District Standards". Successful completion of the plan results in a reinstatement to "Meets District Standards" for the staff member. Unsuccessful completion results in termination proceedings. Subsequent evaluations should address themselves to any improvement or to any continuing difficulty that is observed.

Adoption date

LEGAL REF.: SDCL 13-43-6.1 through 13-43-6.6

## INTRODUCTION

The Pierre Board of Education has the responsibility for establishing the professional duties and responsibilities of employees. The Board receives guidance in this responsibility from South Dakota law, rules and regulations of the SD State Department of Education, teacher training institutions, educational administrators, and professional literature. However it is the Board's sole responsibility and prerogative, with the legal limits established by State law, to determine the duties and responsibilities of employees.

It can be expected that the professional duties and responsibilities of employees, for which they are held accountable through an identified process of supervision and evaluation, will change over time. Such changes may result from changes in law, changes in rules and regulations established by the State Board of Education, development of new education techniques, development of new instructional equipment, or changes in the educational philosophy adopted by the Board. This implies that changes in knowledge, skills, and attitudes of employees will be necessary over time. This is called professional growth of employees.

The Professional Staff Performance Process is to promote professional growth in major areas of responsibilities and duties. Responsibilities and duties are defined in a list of standards of performance. The standards were selected to relate to high priority needs and goals of the school district. Data collection procedures and standards of performance are established for each standard. The emphasis is on gathering valid and reliable data to make an assessment of strengths and weaknesses of the complete performance of the employee.

Throughout the year, staff development activities are conducted both in the school district and through individual efforts of staff. College courses, seminars, workshops and conferences are means by which instructional skills are enhanced. It is expected that certified and classified staff will be lifelong learners.

## PHILOSOPHY OF PROFESSIONAL STAFF EVALUATIONS

Professional staff evaluation is a key element in improving the quality of education within the school system. It is the goal of the Pierre School District to have an open, systematic, and effective evaluation tool. The evaluation process should be periodically updated and improved. The Pierre School District recognizes the following basic purposes of Professional Staff evaluation:

We believe that the evaluation process should:

1. Recognize contributions and excellence;
2. Focus on improvement, self-discipline, personal and professional growth;
3. Be a collaborative effort between professionals;
4. Recognize there is no single model educator;
5. Identify individual in-service needs;
6. Provide due process; and
7. Deal effectively with marginal and unsatisfactory performance.

## Glossary of Terms

To clarify and aid in the understanding of the performance and growth in the professional process, the following terms are presented:

1. **Building Principal** - The primary authority and responsibility for evaluation activities lies with the building principal and/or designated supervisor.
2. **Educator** - The professionals who have primary responsibility for generating student learning.
3. **Professional Performance Evaluation** - The formal system of appraisal for the effectiveness in producing learning.
4. **Supervisor's Visitation** - Whenever supervisory personnel enter the educator's work area for purposes other than educator evaluation. This may or may not include feedback.
5. **Formative Observation** - Whenever supervisory personnel enter the educator's work area for purposes of gathering data about the educator's performance. This observation will include feedback.
6. **Feedback** - Providing the practitioner with information to improve performance. Feedback has five critical attributes:
  - Immediacy
  - Specificity
  - Coaches for growth
  - Shows cause and effects
  - Preserves dignity
7. **Summative Evaluation** - The final appraisal of the educator's performance, based upon previously gathered data.
8. **Standard** - A predetermined, measurable statement of quality or performance.
9. **Rating Descriptors:**
  - **Exceeds District Standards:** Performance could be viewed as a model for others.
  - **Meets District Standards:** District standards are consistently met.
  - **\*Does Not Meet District Standards:** Attention to improvement is expected.
  - **\*Must Improve:** Current performance jeopardizes continued employment in the district.
10. **Indicators** - Examples of educator behaviors which are observed and will support the standard. Not all indicators need to be observed.

11. \* **Plan of Assistance** – A written plan directed to helping professional improvement in specifically identified areas of deficiency. A plan will be implemented for an educator for any standard that is determined Must Improve. A plan may be implemented for a professional for any standard that Does Not Meet District Standards.

## Reference Manual for Pierre School District

### INTRODUCTION TO THE EDUCATOR SUPERVISION AND EVALUATION PLAN

**Supervision** is a formative, systematic, continuous process to provide objective feedback, coaching, and opportunities for growth to educators.

**Evaluation** is a summative process based upon the supervisory process to assess objectively the current level of professional performance of an educator.

The primary purposes of supervision and evaluation are to focus on the improvement of instruction in the classroom and to assist the educator with recommendations for professional growth as an educator and employee of the Pierre School District.

An educator is defined as any person, exclusive of administrators, charged with responsibility in the field of education and certified by the State as a classroom teacher, school counselor, school librarian or other specialist within the district.

The evaluation criteria for all educators in the Pierre School District shall be based on the identified standards and indicators.

Evaluation for all educators shall consist of the following standards:

- **The educator demonstrates effective planning skills**
- **The educator effectively implements the lesson or unit of instruction**
- **The educator employs effective instructional strategies**
- **The educator employs appropriate and varied assessment techniques and provides students with feedback**
- **The educator differentiates instruction to maximize student performance**
- **The educator ensures student time on task through effective classroom management**
- **The educator accommodates the needs of students**
- **The educator models effective interpersonal relationships**
- **The educator fulfills professional responsibilities.**

Counselors shall have the additional criteria:

- Counseling services and roles
- Counseling services/program management
- Testing and evaluation.

Librarians shall have the additional criteria:

- Media center management

- Curriculum coordination with staff.

## STANDARD 1

### The Educator Demonstrates Effective Planning Skills

Indicators:

- A. Develops instructional outcomes related to the South Dakota Content Standards
- B. Incorporates appropriate materials, resources, and technology to ensure successful learning experiences for each student
- C. Chooses teaching methods and procedures plus a variety of student activities connected to the content standards
- D. Develops organized, written plans which are readily available
- E. Identifies subject matter that is meaningful to the learner

#### 1. Demonstrates effective planning skills

Must Improve	Does Not Meet District Standard	Meets District Standard	Exceeds District Standard
The educator does not demonstrate effective planning skills	The educator needs to demonstrate more effective planning skills	The educator demonstrates effective planning skills	The educator demonstrates excellent planning skills

Notes/Comments:



## STANDARD 2

### The Educator Implements the Lesson

Qualifiers: (Determines whether any indicator should be included or excluded in the design of the lesson.)

- Is the indicator **relevant**?
- Is the indicator **conductive to learning**?
- Is the indicator **appropriate**?
- Does the indicator add **meaning**?

Indicators:

- Introduces and states the purpose of the lesson
- States instructional objectives and/or standards
- Provides input related to objectives and/or standards
- Models activities congruent with topic being taught and provides guided practice to reinforce concepts
- Utilizes lesson closure techniques
- Provides independent practice activities
- Makes effective transitions from one activity to another
- Uses effective teaching methods and behaviors
- Exhibits in-depth understanding of content and concepts taught
- Frequently checks for understanding
- Effectively utilizes multi-cultural, disability and gender fair concepts
- Presents subject matter in an effective way using a variety of strategies

---

### 2. Implements the lesson

Must Improve

Does Not Meet  
District Standard

Meets District  
Standard

Exceeds District  
Standard

The educator does not implement the lesson effectively

The educator needs to implement the lesson more effectively

The educator implements the lesson effectively

The educator is a model for other staff in implementing lessons

**Note/Comments:**

**STANDARD 3**

The Educator Employs Effective Instructional Strategies.

Indicators:

- A. Uses a variety of verbal and non-verbal techniques
- B. Praises and responds to student questions before proceeding
- C. Gives clear, explicit directions
- D. Utilizes probing techniques
- E. Uses good grammar, proper vocabulary and correct spelling
- F. Utilizes effective listening skills with students
- G. Is sensitive to and responds appropriately to students' non-verbal communications
- H. Provides an environment where students communicate with the teacher
- I. Promotes student goal setting
- J. Communicates challenging scholastic expectations to students
- K. Responds positively to students
- L. Uses a variety of methods to stimulate creativity
- M. Effectively utilizes brain-compatible learning strategies (primetime chunking, closure, etc.)

**3. Employs effective instructional strategies**

Must Improve	Does Not Meet District Standard	Meets District Standard	Exceeds District Standard
The educator does not employ effective instructional strategies with students	The educator needs improvement in the use of effective instructional strategies with students	The educator employs effective instructional strategies with students	The educator excels in the use of effective instructional strategies with students

**Notes/Comments:**

**STANDARD 4**

The Educator Employs Appropriate Student Assessment Techniques and Provides Students With Feedback

Indicators:

- A. Prepares tests which reflect instructional objectives and/or standards
  - B. Uses appropriate questioning techniques (recall, understanding, application, analysis, synthesis, evaluation)
  - C. Uses a variety of assessment techniques to evaluate student progress with regular frequency
  - D. Provides prompt feedback which includes immediacy, specificity, cause/effect, growth oriented and preserves dignity
  - E. Uses valid, clearly communicated criteria
  - F. Makes provisions for on-going diagnosis and prescription
  - G. Provides written and/or verbal comments as well as grades
  - H. Provides opportunities for one-to-one conferences
  - I. Utilizes multiple data indicators to make accurate classroom decisions
  - J. Accurately interprets assessment results to students and parents
  - K. Teaches test taking skills and strategies
- 

**4. Employs appropriate student assessment techniques and provides students with feedback**

Must Improve	Does Not Meet District Standard	Meets District Standard	Exceeds District Standard
The educator employs student assessment techniques which are irrelevant to the instructional outcomes	The educator employs student assessment techniques marginally related to the instructional outcomes and/or needs to	The educator employs good frequent and high student assessment techniques related to the instructional	The educator employs quality student assessment techniques and feedback

and/or gives poor feedback

improve feedback

outcomes and uses specific feedback

**Notes/Comments:**

**STANDARD 5**

The Educator Differentiates Instruction to Maximize Student Performance

Indicators:

- A. Provides remedial and enrichment activities
- B. Presents subject matter which is appropriate for abilities and interests of the students
- C. Provides instruction to accommodate a variety of learning styles
- D. Uses school and community resources to gain knowledge and understanding of students
- E. Implements Individualized Education Programs (IEPs/504s) as required
- F. Monitors student progress and adjusts pace accordingly
- G. Utilizes grouping according to student instructional needs
- H. Utilizes research-based strategies and techniques

**5. Differentiates Instruction to Maximize Student Performance**

Must Improve

Does Not Meet District Standard

Meets District Standard

Exceeds District Standard

The educator does not use techniques which differentiates instruction to maximize student performance

The educator needs to improve techniques which differentiates instruction to maximize student performance

The educator uses techniques which differentiates instruction to maximize student performance

The educator demonstrates effective techniques in differentiating instruction that serve as models for others

**Notes/Comments:**

**STANDARD 6**

The Educator Ensures Student Time on Task Through Effective Classroom Management.

Indicators:

- A. Reinforces students who are spending time on task
- B. Minimizes management time
- C. Minimizes transition time
- D. Focuses on lesson outcomes
- E. Utilizes established procedures and routines for the entire class period with research-based management strategies
- F. Helps students develop efficient learning skills and work habits
- G. Provides a positive and productive learning climate
- H. Manages discipline problems in accordance with administrative regulations, school board policies, legal requirements, and the Boys Town Classroom Management Model
- I. Promotes self discipline
- J. Establishes, communicates, and enforces procedures for student classroom behavior (ie. Boys Town Classroom Management Model)
- K. Effectively uses Primetime 1, Downtime, and Primetime 2

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**6. Ensures student time on task through effective classroom management**

Must Improve	Does Not Meet District Standard	Meets District Standard	Exceeds District Standard
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The educator permits an inappropriate amount of off task time

The educator needs to improve techniques that ensure time on task

The educator ensures students time on task

The educator maximizes student time on task

**Note/Comments:**

**STANDARD 7**

The Educator Accommodates the Needs of Students.

Indicators:

- A. Creates, maintains, and sustains a physically, emotionally, and psychologically safe environment
- B. Creates, maintains, and sustains an environment conducive to student learning
- C. Demonstrates sensitivity to the physical development of students
- D. Is aware of special needs of students and provides appropriate intervention strategies
- E. Recognizes and deals properly with substance use and abuse by students
- F. Demonstrates sensitivity to the emotional development of students
- G. Responds to the physical, emotional, and psychological development of students and establishes an appropriate program of learning
- H. Communicates and works with appropriate educational support personnel
- I. Effectively uses the Student/ Teacher Assistance Teams process

**7. Accommodates the needs of students**

Must Improve

Does Not Meet District Standard

Meets District Standard

Exceeds District Standard

The educator is not sensitive to the needs

The educator needs to strengthen awareness

The educator strives to

The educator is extremely sensitive

of students

of the needs of  
students

meet the needs  
of students

to and strives to meet  
the needs of students

**Notes/Comments:**

**STANDARD 8**

The Educator Models Effective Interpersonal Relationships.

Indicators:

- A. Demonstrates ability to work effectively on a team
- B. Shares ideas, materials, and methods with other teachers
- C. Informs appropriate personnel of school related matters
- D. Enhances community involvement with the school
- E. Provides a climate which opens up effective communication between the educator and the home
- F. Has positive relationships with students individually and in groups
- G. Is readily available to students
- H. Acknowledges the rights of others to hold differing views and values
- I. Handles confidential matters or information in a professional manner
- J. Cooperates and communicates effectively with administration
- K. Maintains positive and professional working relationships with school personnel
- L. Practices fairness and consistency in working with students

**8. Models effective interpersonal relationships**

Must Improve

Does Not Meet  
District Standard

Meets District  
Standard

Exceeds District  
Standard

The educator does not

The educator needs to

The educator

The educator could

model effective  
interpersonal  
relationships

model more effective  
interpersonal  
relationships

models effective  
interpersonal  
relationships

serve as a positive  
model for all staff

**Note/Comments:**

**STANDARD 9**

The Educator Fulfills Professional Responsibilities.

Indicators:

- A. Participates in curriculum and/or content standards review, revision, and/or development activities at district and/or state level
- B. Demonstrates commitment by participation in professional activities
- C. Establishes goals and initiates activities aimed at professional growth and development
- D. Uses appropriate procedures for resolving concerns/problems
- E. Follows state, school, and board policies and regulations
- F. Assumes necessary non-instructional responsibilities
- G. Exercises reasonable responsibility for management for all students during the school day
- H. Provides accurate educational data as requested for management purposes
- I. Performs duties accurately and punctually
- J. Attends meetings as requested and/or required
- K. Dresses in a professional manner and is well groomed
- L. Communicates and works appropriately with others (students, teachers, interns, para-professionals, etc.)

---

**9. Fulfills professional responsibilities**

Must Improve

Does Not  
Meet District

Meets District  
Standard

Exceeds District  
Standard



Standard

The educator does not fulfill professional responsibilities

The educator needs to become more adept in fulfilling professional responsibilities

The educator fulfills professional responsibilities

The educator exhibits extremely high professionalism

**Note/Comments:**

**Additional Standard for Counselors Only: The counselor provides counseling services and program management.**

Indicators:

- A. Utilizes individual and group counseling effectively
- B. Maintains a classroom guidance schedule, and facilitates classroom guidance activities
- C. Assists students in developing social skills
- D. Explores career options and/or life skills with students
- E. Takes an active role in the Student Assistance Program
- F. Establishes and maintains counseling relationships within ethical standards
- G. Maintains confidentiality
- H. Obtains, interprets, and disseminates relevant appraisal data
- I. Determines and evaluates objectives and program priorities based on assessed needs

**Provides counseling services and program management**

Must Improve

Does Not Meet District Standard

Meets District Standard

Exceeds District Standard

The counselor does not provide quality counseling services

The counselor needs improvement to provide quality counseling services

The counselor demonstrates quality counseling services

The counselor excels at providing quality counseling services

**Notes/Comments:**

**Additional Standard for Library/Media Services Specialists: The specialist provides library/media services and programs.**

Indicators:

- A. Makes frequent and personal contact with the faculty to ensure the media center is meeting the teachers' needs
- B. Directs the library/media staff
- C. Organizes the selection, purchase, and circulation of materials and equipment to provide for effective and efficient service
- D. Sustains orderly and appropriate conduct of students using the center
- E. Provides students with the instruction, training and information they need to find, use and evaluate information
- F. Coordinates the library /media program with the curriculum and standards
- G. Provides resources and assistance to staff
- H. Incorporates technology in the use of library/media services

---

**Provides library/media services and programs**

Must Improve	Does Not Meet District Standard	Meets District Standard	Exceeds District Standard
The specialist does not provide quality	The specialist needs improvement in	The specialist provides quality	The specialist provides the highest

services and programs

providing quality services and programs

services and programs

quality services and programs

Notes/Comments:

Pierre School District

**Educator Summative Evaluation**

Name: \_\_\_\_\_

Assignment: \_\_\_\_\_

Building: \_\_\_\_\_

School Year: \_\_\_\_\_

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

The following Educator Summative Evaluation is based on administrative observations, feedback to the educator, conferences, and related professional interactions. It is understood that the above constitute the formative supervisory process and this report is the summative process.

**Observations:**

	Date	Time	Length	Lesson Topics Follow-Up
1.				
2.				
3.				
4.				
5.				
6.				

**The Pierre School District requires that a copy of the Educator Observation Report for each observation listed above be attached to this summative evaluation report. A minimum of three observations per evaluation is required.**

**STANDARDS**

**1. Demonstrates effective planning skills**

Must Improve	Does Not Meet District Standard	Meets District Standard	Exceeds District Standard
The educator does not demonstrate effective planning skills	The educator needs to demonstrate more effective planning skills	The educator demonstrates effective planning skills	The educator demonstrates excellent planning skills

Observed Actions:

**2. Implements the lesson**

Must Improve	Does Not Meet District Standard	Meets District Standard	Exceeds District Standard
The educator does not implement the lesson effectively	The educator needs to implement the lesson more effectively	The educator implements the lesson	The educator is a model for other staff in effectively implementing lesson

Observed Actions:

**3. Employs effective instructional strategies**

Must Improve	Does Not Meet District Standard	Meets District Standard	Exceeds District Standard
The educator does not employ effective instructional strategies with students	The educator needs improvement in the use of effective instructional strategies with students	The educator employs effective instructional strategies with students	The educator excels in the use of effective instructional strategies with students

Observed Actions:

**4. Employs appropriate student assessment techniques and provides students with feedback**

Must Improve	Does Not Meet District Standard	Meets District Standard	Exceeds District Standard
The educator employs student assessment	The educator employs student assessment	The educator employs good student	The educator employs frequent and quality

techniques which are irrelevant to the instructional outcomes and/or gives poor feedback

techniques marginally related to the instructional outcomes and/or needs to improve feedback

assessment techniques related to the instructional outcomes and uses specific feedback

Observed Actions:

**5. Differentiates instruction to maximize student performance**

Must Improve

Does Not Meet District Standard

Meets District Standard

Exceeds District Standard

The educator does not use techniques which differentiates instruction to maximize student performance

The educator needs to improve techniques which differentiates instruction to maximize student performance

The educator uses techniques which differentiates instruction to maximize student performance

The educator demonstrates effective techniques in differentiating instruction that serve as models for others

Observed Actions:

**6. Ensures student time on task through effective classroom management**

Must Improve

Does Not Meet District Standard

Meets District Standard

Exceeds District Standard

The educator permits an inappropriate amount of time off task

The educator needs to improve techniques that ensure time on task

The educator ensures student time on task

The educator maximizes student time on task

Observed Actions:

**7. Accommodates the needs of students**

Must Improve

Does Not Meet District Standard

Meets District Standard

Exceeds District Standard

The educator is not sensitive to the needs of students

The educator needs to strengthen awareness of student needs

The educator strives to meet the needs of students

The educator is extremely sensitive to, and strives to

meet the needs of students

Observed Actions:

### 8. Models effective interpersonal relationships

Must Improve	Does Not Meet District Standard	Meets District Standard	Exceeds District Standard
The educator does not demonstrate effective interpersonal relationships	The educator needs to model more effective interpersonal relationships	The educator models effective interpersonal relationships	The educator could serve as a positive model for all staff

Observed Actions:

### 9. Fulfills professional responsibilities

Must Improve	Does Not Meet District Standard	Meets District Standard	Exceeds District Standard
The educator does not fulfill professional responsibilities	The educator needs to become adept at fulfilling professional responsibilities	The educator fulfills professional responsibilities	The educator exhibits extremely high professionalism

Observed Actions:

### Administrator's Summative Statement of Strengths and Weaknesses:

**EVALUATION**

Based on the formative supervisory process and the summative conference, the performance of \_\_\_\_\_, an educator in the Pierre School District, is determined to be at this level in his/her current assignment:

- \_\_\_\_\_ Exceeds District Standards
- \_\_\_\_\_ Meets District Standards
- \_\_\_\_\_ Does Not Meet District Standards
- \_\_\_\_\_ Must Improve\*
- \_\_\_\_\_ Unsatisfactory (Continuation of employment is not recommended)

\*A plan **will be** implemented for an educator for any standard that is determined **Must Improve**. A plan **may be** implemented for an educator for any standard that is determined to be **Does Not Meet District Standard**. Continuation of employment is dependent upon successful completion of the plan.

**Employment Status:**

- \_\_\_\_\_ Probationary
- \_\_\_\_\_ Recommended for Employment with Conditions
- \_\_\_\_\_ Recommended for Employment
- \_\_\_\_\_ Not Recommended for Employment

**Comments By Educator (Optional):**

A signature below indicates a conference between educator and evaluator was held. The signature indicates the educator has read the evaluation. It does not necessarily indicate concurrence. A refusal to sign will require a third party signature.

\_\_\_\_\_  
Educator's Signature

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Date

**Educator**  
**Plan of**  
**Assistance**  
**Pierre School District**

**Name** \_\_\_\_\_  
**Assignment** \_\_\_\_\_  
**Building** \_\_\_\_\_  
**School Year** \_\_\_\_\_

A plan will be implemented for an educator for any standard that is determined Must Improve. A plan may be implemented for an educator for any standard that is determined to be Does Not Meet District Standard. Continuation of employment is dependent upon successful completion of the plan.

There shall be:

- a statement of deficiencies (Standard number(s) and indicator(s) must be listed.)
- desired results –precise directives describing what the teacher must do, not do, or change.
- a time line stating beginning and ending dates of the plan and progress checks, for the set of standards that will “Meets District Standards” of performance.
- a list of resources for each area defined as a deficiency. This may include books, tapes, human resources, programs, classes, etc.
- a statement of who will be involved in both the improvement process and the evaluation of results.
- clearly defined performance standards; the basis for determining whether conditions of the plan have been met.

There shall be opportunity for input by the educator; however final determination of the plan resides in the judgment of the building principal.

Successful completion of the plan will result in reinstatement for the educator. Unsuccessful completion of the plan will result in termination proceedings.

Signatures below indicate a conference between educator and evaluator was held. The signature indicates the educator has read the Plan of Assistance. It does not necessarily indicate concurrence. A refusal to sign will require a third party signature.

\_\_\_\_\_  
Educator’s Signature

\_\_\_\_\_  
Administrator’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Pierre School District

## Educator Professional Growth Plan

NAME: \_\_\_\_\_

ASSIGNMENT: \_\_\_\_\_

BUILDING: \_\_\_\_\_

SCHOOL YEAR: \_\_\_\_\_

The following Educator Professional Growth Plan is based on the educator's professional goal(s) for the current school year. This tool is to be used in conjunction with the educator's most recent Summative Evaluation.

Documentation of Meetings:

1  
(Before end  
of 1<sup>st</sup> quarter)

2\*  
(Before May 1)

Meeting date: \_\_\_\_\_

\_\_\_\_\_

Educator Signature \_\_\_\_\_

\_\_\_\_\_

Administrator Signature \_\_\_\_\_

\_\_\_\_\_  
(\* Written reflective summary  
due to administrator)

State your professional goal(s) for the current school year:

Briefly discuss the Standard(s) and corresponding Indicators that you will focus on to attain your goal and grow as a professional:

## Collaborative Reflection Conference

Teacher Name \_\_\_\_\_ Date \_\_\_\_\_

Please respond to the following questions/statements. Use this page or transfer questions and design your own page.

- To what extent were you able to meet your selected professional goals for this year?
- What data/evidence have you gathered that helps you to determine that?
- As you implemented your plan to accomplish your goals was there a need to adjust your goals, or desired outcomes?
- Based upon what you have learned in this process how would you assess the impact on your classroom/job?
- What strategies and skills did you employ that facilitated greater learning in your classroom?
- What would you like to accomplish next through the professional goals process?

End of Year Conference

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

## ACTIVITY ADVISOR/COACH SUMMATIVE EVALUATION

ADVISOR/COACH \_\_\_\_\_

DATE \_\_\_\_\_

SPORT/ACTIVITY \_\_\_\_\_

Number of years coaching/advising in this assignment: \_\_\_\_\_

Number of years coaching/advising experience: \_\_\_\_\_

The supervision and evaluation of Activity Advisors and Coaches is a key element in improving the quality of student extra-curricular experiences in the Pierre School District. It is a goal of the Pierre School District to have students experience high-quality activities and sports as a part of their education.

The following standards and accompanying indicators are meant to provide both the Advisor/Coach and supervisor with a set of references. These are not to be used as a check list. Quality coaching is based on professional decisions pertaining to the criteria and indicators. It is understood that the summative evaluation is based on the formative supervisory process of the supervisor.

### **STANDARD 1: Advisor/Coach Demonstrates Effective Planning, Organization, and Preparation Skills**

#### **INDICATORS:**

- A. Creates, maintains, and sustains a physically, emotionally and psychologically safe environment
- B. Uses a goal achievement process
- C. Establishes and maintains rapport with the student participants
- D. Establishes and maintains rapport with the activity/coaching staff
- E. Knows and understands the rules and regulations pertaining to the activity
- F. Accurately completes all paperwork and forms connected with the activity/sport
- G. Keeps accurate and current records in an organized manner.

### **STANDARD 2: Advisor/Coach Demonstrates Quality Performance-oriented Coaching**

#### **INDICATORS:**

- A. Develops respect by example in appearance, manners, behavior, language, enthusiasm and demeanor
- B. Effectively supervises students in all activity areas (i.e., buses, locker rooms, practice areas, etc.)
- C. Has an extensive knowledge of the activity/sport
- D. Maintains an appropriate level of discipline and control
- E. Is punctual in meeting students for practices, events, games, etc.
- F. Displays an appropriate interest in students above and beyond the activity
- G. Provides adequate feedback which:
  - o Is immediate

- Is specific
  - Coaches for growth
  - Identifies cause and effect
  - Preserves dignity
- H. Models appropriate conduct toward players, officials, and staff.

**STANDARD 3: Advisor/Coach Understands and Uses Motivation Theory**

**INDICATORS:**

- A. Maintains an appropriate level of concern regarding the performance of individuals
- B. Establishes a positive feeling tone during practices and performances
- C. Displays genuine interest in the health and welfare of performers; as well as making the activity of interest
- D. Understands the roles of success and failure in the growth of performers.
- E. Provides adequate, accurate feedback
- F. Knows and uses appropriate amounts of extrinsic and intrinsic rewards.

**STANDARD 4: Advisor/Coach Understands and Uses Practice Theory**

**INDICATORS:**

- A. Attends to the quality of practice sessions by making practice meaningful
- B. Attends to the quality of practice by displaying and using appropriate models
- C. Attends to the quality of practice by carefully monitoring practice sessions
- D. Attends to the quantity of practice by correctly ascertaining how much of a task should be practiced in a session
- E. Attends to the quantity of practice by keeping practice sessions short but with an appropriate amount of intensity
- F. Utilizes massed practices for fast learning and distributed practices for long retention
- G. Provides frequent, accurate feedback.

**STANDARD 5: Advisor/Coach Understands and Effectively Uses Reinforcement**

**INDICATORS:**

- A. Realizes that reinforcement is an integral part of human interaction which helps the students develop productive behaviors
- B. Has a well-developed, correctly written code of ethics, behaviors and rules
- C. Effectively and appropriately uses positive, negative, and extinction reinforcers
- D. Uses punishment only as a last resource after reinforcers have failed
- E. Has students practice identified, proper behaviors on and off the field.

**STANDARD 6: Advisor/Coach Uses Effective Interaction, Communication, and Management Skills**

**INDICATORS:**

- A. Displays proper care of equipment and resources
- B. Displays cooperation in the use and sharing of facilities
- C. Keeps the administration informed regarding unusual occurrences in the activity/sport
- D. Works effectively with parents
- E. Works effectively with the community
- F. Works effectively with administration
- G. Utilizes effective communication.

**AREAS OF STRENGTH:**

**AREAS NEEDING IMPROVEMENT:**

**SUGGESTED RECOMMENDATIONS:**

**SUMMATIVE EVALUATION:**

\_\_\_\_\_ Satisfactory. Is recommended for continued assignment.

\_\_\_\_\_ Unsatisfactory. Is not recommended for assignment in this activity/sport.

\_\_\_\_\_ Probationary. To be recommended for re-assignment, provided there is a successful conclusion to an improvement plan.

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Activity Director/Coach

\*

Date \_\_\_\_\_

Date \_\_\_\_\_

\* Signature indicates I have read the evaluation, but does not necessarily indicate concurrence.

**THE THREE CHOICE MODEL** (for later consideration).

The Supervision and Evaluation of Professional Staff Guide for the Pierre School District has three options available to the educator.

**Option A** is the Foundational Process. The purpose of this option is to develop consciously competent educators. This is the traditional process of supervision and evaluation. It is based on the fact that effective teaching involves making decisions based on research and practice regarding effective instruction. The major components of Option A are:

- A familiarity with effective teaching research and theory
- Drop-in supervisory classroom visits by the administrator
- Feedback that is either written or verbal
- Suggestions for improvement
- Supervisory conferences and coaching.

This option must be chosen for any educator who is on a probationary status and for any educator on a plan of assistance.

**Option B** is the Collegial Team Process. The purpose of this option is to have educators work collegially on a team to pursue carefully written goals. This option emphasizes the importance of educators developing the ability to work in a team environment to increase student performance, rather than function as a solo performer. The major components of Option B are:

- The ability to develop goals based on data
- The opportunity to implement professional research
- The ability to use data to determine needs in a school
- The opportunity to work with colleagues
- The ability to develop measurement devices to determine progress.

This option is available to any educator who has successfully completed Option A.

**Option C** is the Causal Analysis Process. The purpose of this option is to enable educators to work with both outcome and process data to determine the cause of test results; then to prescribe solutions and remedies to improve results. This option emphasizes the importance of looking at multiple sources of data before making assumptions and decisions. The major components of Option C are:

- The ability to collect different types of outcome data to examine correlations
- The ability to collect different types of process data to examine correlations
- The ability to combine process and outcome data to determine cause
- The ability to disaggregate data
- The opportunity to develop individualized prescriptions and remedies to improve student performance.

This option is available to any educator who has successfully completed Option A.

*Note: The educator, with the concurrence of his/her administrative supervisor, will choose his/her option each year. The administrator has the final approval if there is no concurrence of choice. Educators on probation will be in the Foundational Process.*

### **Option A: The Foundational Process**

All probationary staff, staff on a Plan of Assistance, and those who choose Option A will be supervised and evaluated according to the supervisory and evaluative process of the district. This process shall

consist of drop-in observations, notified observations, pre-conferences, post-conferences, feedback of performance, and coaching for growth. **Any educator choosing this option will be evaluated each year.**

### **Option B: The Collegial Team Process**

Educators who have successfully completed 3 years of the Foundational Process and who are under continuing contract may elect this choice. Educators will join a team of 2 or more colleagues who are committed to the Goal Achievement Process (GAP). In this process the Educator Team will use family and community data, professional practices research, and student data to develop performance goals. All goals need to be aligned with district goals and the school improvement plan.

In this model, educators will demonstrate their ability to:

- Analyze and disaggregate student data
- Develop instruments to collect family and community data
- Implement professional practices research
- Utilize data to identify needs
- Generate goals and action plans to meet the identified needs
- Create a series of assessment and measurement devices to determine how much and how quickly the goals are being achieved
- Communicate the results to the school and the school district.

**Any educator choosing this option will be evaluated each year for the duration of the choice.** The evaluative procedure will focus on the process and results of the Goal Achievement Process (GAP).

The process may include

- the ability of the educator to work with his/her team
- development of a performance portfolio
- drop-in observations with feedback
- Artifacts
- Related evidence of student achievement.

### **Option C: The Causal Analysis Process**

Educators who have successfully completed 3 years of the Foundational Process and who are under continuing contract may elect this choice. Educators will be able to design, analyze, utilize and assess data which determines the causes of student performance and test results; then develop prescriptions and remedies for improvement.

Working alone or in groups, the educator will:

- develop proficiency in using the results of student, family, community, and professional practices data
- analyze programs and structure data to identify probable cause(s)
- develop creative, workable remedies to generate higher levels of student productivity and performance
- use interacting data for the purpose of individualizing and differentiating instruction
- promote programmatic changes designed to generate higher levels of student performance.

**Any educator choosing this option will be evaluated each year for the duration of the choice.** The evaluative procedure shall focus on the educator's ability to utilize data to determine cause, identify

creative, workable remedies, and to generate higher levels of student productivity and performance. Also included will be 3-6 drop-in observations with feedback, collegial coaching, and diagnostic teaching.

## **THE GOAL ACHIEVEMENT PROCESS (the GAP)**

1. There must be a **DESIRE...a “WILL TO DO”...a MISSION...a PURPOSE.**
2. Make a **WRITTEN STATEMENT** that specifies **EXACTLY** what it is you intend to do or accomplish. This statement is to be written in the **first person, present tense.**
3. Create a **PICTURE** in your mind of the perfect end result. In that mental picture, be certain to include:
  - a. Action
  - b. Feeling (emotion)
  - c. Vividness (clarity and detail)
4. Be certain the statement and picture are **BELIEVABLE.** This is the **reality check** –“What the mind can conceive and believe it will achieve.”
5. Create a **workable plan. (The Action Plan.)** Build in a series of small steps that leads toward your goal. Begin to work on your plan...now!

**“Until one is committed, there is  
hesitancy, the chance to draw back...  
The moment one definitely commits  
Oneself, then Providence moves, too.  
All sort of things occur to help one  
That would never otherwise have  
occurred...  
Boldness has genius, power and magic  
in it ...Begin it now!”**

-Goethe
6. **PERSIST  
PERSEVERE  
PRACTICE**

Remember: Goals are **SMART!**

- Specific
- Measurable
- Achievable
- Realistic
- Time-bound

**SUCCESS: The progressive accomplishment of a worthy goal. It is getting up one more time than you get knocked down.**

Developed by:

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**Option B  
The Collegial Team Process**



**STANDARD 1: The educator successfully develops the Goal Achievement Process.**

Indicators:

- A. Follows the GAP to set individual goal (s)
  - B. Follows the GAP to develop team goal (s)
  - C. Demonstrates the ability to write goal statements and action plans
  - D. Incorporates the goals into his/her professional life.
- 

Must Improve	Does Not Meet District Standard	Meets District Standard	Exceeds District Standard
--------------	---------------------------------	-------------------------	---------------------------

**Notes/Comments:**

**STANDARD 2: The educator utilizes professional practices research to identify goal areas.**

Indicators:

- A. Understands the importance of research based practices to improve student learning
  - B. Engages in study to understand current research
  - C. Keeps current with subject-based research findings
  - D. Keeps current with practice-based research findings
  - E. Utilizes research to identify goals.
- 

Must Improve	Does Not Meet District Standard	Meets District Standard	Exceeds District Standard
--------------	---------------------------------	-------------------------	---------------------------

**Notes/Comments:**

**STANDARD 3: The educator functions effectively as a team member.**

Indicators:

- A. Demonstrates leadership skills
- B. Participates well as a team member
- C. Incorporates listening skills in team meetings

- D. Follows the priorities of the team
- E. Demonstrates commitment and dedication the team goals and action plans.

Must Improve	Does Not Meet District Standard	Meets District Standard	Exceeds District Standard
--------------	------------------------------------	----------------------------	------------------------------

**Notes/comments:**

**STANDARD 4: The educator is able to analyze and disaggregate data.**

Indicators:

- a. Understands the importance of data interpretation to make decisions
- b. Demonstrates the ability to analyze data
- c. Demonstrates the ability to disaggregate data using demographic indicators
- d. Correctly interprets data to colleagues and community
- e. Realizes the importance of developing process data to identify needs

Must Improve	Does Not Meet District Standard	Meets District Standard	Exceeds District Standard
--------------	------------------------------------	----------------------------	------------------------------

**Notes/Comments:**

**Option C**

**The Causal Analysis Process**

**STANDARD 1: The educator is able to develop correlations between types of data.**

Indicators:

- A. Collects multiple sources of outcome data
- B. Collects multiple sources of process data

- C. Examines data for pollutants and circumstances
- D. Develops correlations between outcome and process data sources
- E. Disaggregates and analyzes data

Must Improve	Does Not Meet District Standard	Meets District Standard	Exceeds District Standard
--------------	------------------------------------	----------------------------	------------------------------

**Notes/Comments:**

**STANDARD 2: The educator identifies causes of test results and develops improvements.**

Indicators:

- A. Uses outcome and process data correlates to determine cause of test results
- B. Develops and implements process data
- C. Determines interventions, remedies and prescriptions based on cause
- D. Develops individualized instructional programs for learners
- E. Develops strategies for classroom and school

Must Improve	Does Not Meet District Standard	Meets District Standard	Exceeds District Standard
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**Notes/Comments:**

**OPEN GYM POLICY (Grades 9-12)**

1. Scheduling of open gym shall be made through the appropriate building administrator.
2. The supervisor must be an employee of the Pierre Public Schools and will be designated at the time of scheduling by the appropriate building administrator.
3. The supervisor may not coach, teach or instruct skills related to the sport.

4. The time, place and day/days of the open gym shall be made known to the student body grades 9-12 through daily announcements and bulletin board posting. The announcements will be made at least two days prior to the date/dates.
5. There will be no open gyms sponsored by the Pierre Public Schools on Sundays or Wednesday evenings.
6. Open gym will generally not take place right after school (approximately 3:00 - 6:00 p.m.).
7. Open gym may be designated for boys or girls only and may designate grade levels.
8. The gym policy with the City Recreation Department will continue to take precedence over this policy.

### **PERSONAL LONG DISTANCE CALLS AND CELLULAR PHONE CALLS**

Adopted 6/10/96

Personal long distance calls should be made at the residence of the employee. If it is necessary to make a long distance call it shall either be charged to your home telephone or charged to your credit card. You will notify the principal before initiating a personal long distance telephone call and each call will be recorded on the building's telephone log for billing verification purposes.

The school district's cellular telephones are not to be used for personal calls. Personal calls that result in additional charges to the school district will be billed to the person to whom the cellular telephone is assigned.

### **HARASSMENT POLICY (Adopted 1/8/2007, Revised 8/8/2011)**

The **Pierre School District** is committed to providing a learning and working environment free of unlawful harassment based on an individual's race, color, religion, creed, ancestry, gender, sexual orientation, national origin, disability, age or other basis prohibited by law.

It shall be a violation of this policy for any student or any school personnel of the School District to harass a student, any school personnel, or any visitor through conduct or communication of a sexual nature or communication disparaging a person's race, color, religion, creed, ancestry, national origin, gender, sexual orientation, disability, or age. For the purpose of this policy, "school personnel" includes School Board members, all school employees and agents, volunteers, contractors, or persons

subject to the supervision and control of the School District. This policy applies on all School District property and to all School District sponsored, approved, or related activities at any location.

The School District will investigate all complaints of harassment and will discipline or take appropriate action against any student or school personnel who is found to have violated this policy.

Every employee will be provided a copy of this policy and its regulation annually and will sign an acknowledgement form indicating having received a copy and having read the material. Supervisors and school principals shall submit the signed form to the Title IX coordinator.

## A. Definitions

1. **Harassment:** Harassment consists of physical or verbal conduct related to a person's race, color, religion, creed, ancestry, gender, sexual orientation, national origin, age, disability, or other basis prohibited by law when the conduct is so severe, pervasive, and objectively offensive that it:
  - has the purpose of effecting or creating an intimidating, hostile, or offensive working or academic environment;
  - has the purpose or effect of substantially or unreasonably interfering with an individual's work performance, which deprives the staff member access to employment or academic opportunities.
2. **Sexual Harassment:** Sexual harassment is any unwelcome sexual advance(s), request(s) for sexual favors and/or other verbal, physical, and/or visual contact(s) of a sexual nature, or communication of a sexual nature when:
  - submission to such conduct or communication is made, either explicitly or implicitly, a term of a person's initial employment; or
  - submission to or rejection of such conduct or communication by an individual is used as the basis for employment or educational decisions affecting the individual; or
  - such conduct or communication has the purpose or effect of interfering with an individual's work or education, creating an intimidating, hostile, or offensive working or educational environment; or
  - such conduct is so severe, pervasive, and objectively offensive that such conduct or communication has the purpose or effect of depriving the employee access to employment opportunities or benefits provided by the School District or depriving a student of educational opportunities.

Sexual harassment may include but is not limited to:

- a. unwelcome verbal harassment or abuse based upon gender;
- b. unwelcome pressure for sexual activity;
- c. unwelcome, gender-motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of pupils by teachers, administrators, or other school personnel to avoid physical harm to persons or property;
- d. unwelcome behavior or words, based upon gender, including demands for sexual favors, accompanied by implied or overt threats concerning the individual's employment or educational status;
- e. unwelcome behavior or words, based upon gender, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status.

## **B. Reporting Incidents of Harassment**

Any person who believes he or she has been the victim of harassment as defined above by a student or an employee of the School District shall report the alleged acts immediately to the building principal, the department supervisor, or the Superintendent's Office. The report shall be on a form available from the principal of each building or available from the Superintendent's Office.

- 1. Designated Personnel.** The building principal is the person designated by the School District for receiving written reports of harassment at each school building. All other written reports shall be directed to the applicable department supervisor. Upon receipt of a report, the principal or director shall immediately notify the Title IX Coordinator and forward the written report form to Title IX Coordinator. Failure to forward any harassment report or complaint as provided herein will result in disciplinary action. If the complaint involves the building principal or department director, the complaint shall be filed directly with the Title IX Coordinator.
- 2. District wide.** The School Board hereby designates the Director of Special Services as the School District's Title IX Coordinator to receive reports or complaints of harassment from any individual, employee or victim of harassment and also from the building principal or department director as outlined above. If the complaint involves the Title IX Coordinator, the complaint shall be filed directly with the Superintendent. The School District shall post on employee bulletin boards and on the web site the name of the Title IX Coordinator including a mailing address and telephone number.
- 3. Submission of a complaint or report of harassment.** Submission of a complaint or report of harassment will not affect the individual's employment or work assignments.
- 4. Confidentiality.** The School District will make attempts to respect the confidentiality of the complainant and the individual(s) against whom the complaint is filed as much as possible consistent with the School District's legal obligations and the necessity to investigate allegations of harassment and take disciplinary action when the conduct has occurred.
- 5. Procedure.** The complaining employee will be asked to put the facts surrounding the conduct in writing on a form provided by the School District that includes the following: Complainant's name and address; date of the incident; type of harassment; description of the incident; name of any witnesses; what action, if any, has been taken; and signature of the complainant.
- 6. Required Reporting.** If the accusations include possible criminal activity such as molestation, sexual battery, or similar contact, the Title IX Coordinator shall comply with all mandatory state reporting requirements.

## **C. Investigation**

Upon receipt of a written report alleging harassment, the Title IX Coordinator shall immediately authorize an investigation. This investigation may be conducted by School District officials or by a third party designated by the School District. The investigating party shall provide a written report of the status of the investigation within ten (10) working days to the Superintendent and the Title IX Coordinator.

In determining whether alleged conduct constitutes harassment, the School District should consider the surrounding circumstances, the nature of the advances, relationships between the parties involved, and the context in which the alleged incidents occurred.

The investigation may consist of personal interviews with the complainant, the individuals(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or

circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigating party.

In addition, the School District may take immediate steps at its discretion to protect the complainant, students, and employees pending completion of an investigation of alleged harassment.

During the investigation, all parties directly involved in the complaint may have legal or other representation. If any party elects to be represented at any step of the complaint procedure, the name of the representative must be declared in writing to the Title IX Coordinator within two (2) days of the filing of the complaint, notification of any investigation, or the filing of any appeal.

#### **D. School District Action**

1. Upon receipt of the recommendation that the allegations of the complaint constitute a violation of School District policy, the School District will take such action as appropriate based upon the results of the investigation.
2. The results of the investigation of each complaint will be reported in writing and kept on file in the Title IX Coordinator's office. The report shall include findings of fact and will document the disciplinary action taken, if any, as a result of the complaint.
3. The complainant will be advised of the School District's decision in writing.
4. If either party is not satisfied with the written decision rendered by the School District, he or she may appeal the decision in writing to the Superintendent within ten (10) working days following receipt of the decision. The appeal must include the original complaint form, a copy of the written decision, and a written statement as to the reason for appeal.
5. The Superintendent will review the material submitted, investigate the circumstances and respond in writing within fourteen (14) working days of the appeal with a determination to uphold, modify, or reverse the District decision. At the Superintendent's discretion, an additional investigation may be conducted, including interviews with the complainant, the individual(s) against whom the complaints filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaints. The appeal may include any other methods or documents deemed pertinent by the Superintendent.
6. If either party is not satisfied with the decision rendered by the Superintendent, he or she may request a hearing in executive session with the School Board. The request for hearing must be submitted in writing through the Superintendent's Office within ten (10) working days following receipt of the Superintendent's response. The appeal must include the original complaint form, a copy of the written decision from the Superintendent, and a written statement as to the reasons for appeal. The hearing will be scheduled within thirty (30) working days of the request for hearing. The parties involved will be notified in writing of the time and date of the scheduled hearing.
7. The School Board will render a decision in writing within ten (10) working days of the hearing.

#### **E. Prohibition against Retaliation**

The School District will discipline any individual who retaliates against any person who reports alleged harassment or who retaliates against any person who testifies, assists, or participates in any investigation, proceeding, or hearing related to a harassment complaint.

Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Retaliation is itself a violation of federal and state laws prohibiting discrimination and may lead to separate disciplinary action against an individual.

If any school personnel or student who has filed a complaint or has testified, assisted, or participated in the investigation of harassment believes that he or she has been retaliated against because of his or her participation, he or she should follow the procedures set forth above.

## **F. False Charges**

Charges found to have been intentionally dishonest or made maliciously without regard for truth may subject complainants to disciplinary action.

## **G. Uncomfortable Situations**

The School District recognizes that not every uncomfortable situation constitutes harassment. Whether a particular action or incident is a personal, social relationship without a discriminatory employment effect requires a determination based on all the facts and surrounding circumstances. False accusations can have a serious detrimental effect on innocent parties.

## **H. Discipline**

Any School District action taken pursuant to this policy will be consistent with requirements of applicable collective bargaining agreements and School District policies. The School District will take such disciplinary action it deems necessary and appropriate, including but not limited to, warning, suspension, or immediate discharge to end harassment and prevent its reoccurrence.

## **STUDENT GRIEVANCE**

Adopted 7/8/96

A grievance is defined as a complaint alleging a violation of any policy, procedures, or practice which would be prohibited by Title IX, Section 504, and other federal and state civil rights laws, rules, and regulations.

Grievances are processed through three (3) levels:

1. Informally, to the building principal, or Formally, to the building principal
2. to the superintendent, and
3. to the School Board

LEVEL 1. A student should schedule an informal meeting with the building principal to discuss the grievance or may formally present the grievance in writing to the building principal. It is expected that many grievances may be resolved at this level.



LEVEL 2. If a student is not satisfied with the resolution made at level one (1), he/she may appeal to the superintendent.

LEVEL 3. Complaints that remain unresolved following any action of the superintendent may be referred in writing to the School Board for review. The Board's decision will be final.

## **STAFF PARTICIPATION IN POLITICAL ACTIVITIES**

Approved 5/13/96

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

Leaves of absence for political activity for the purpose of being a candidate for political office, or for holding public office, will be arranged within the framework of board policy and law.

Any employee who intends to campaign for an elective public office will notify the superintendent, in writing at the earliest possible date, of the office, which he/she intends to seek.

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

Leaves of absence may be arranged for a definite period of campaigning.

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

Leaves of absence for the period of holding political office. For example, if a teacher is elected as a member of the legislature, the teacher shall be entitled to receive regular pay from the school district while so absent for any official duty. The teacher shall not be entitled to expenses from the school district, and shall pay to the district any salary paid to the teacher for service as a legislator. The teacher may retain any mileage allowance or subsistence allowance paid in connection with legislative service.

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

Adopted 10/9/95

Student and employee safety is a paramount concern to the school board. Employees under the influence of alcohol and/or other illegal drugs in the workplace 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 illegal drugs by employees while performing their assigned duties. Any employee who violates this policy will be subject to disciplinary action, which may include dismissal, and referral for prosecution. Each employee of the district is hereby notified that, as a condition of employment, the employee must abide by the terms of this policy and will report to the superintendent any criminal alcohol and/or other

drug statute conviction for any alcohol and/or other drug violation. Such notification must be made by the employee to the superintendent no later than five (5) days after conviction.

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

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 other drug use/abuse, this policy of maintaining an alcohol and/or other drug-free environment, available alcohol and/or other drug counseling, rehabilitation, and employee assistance programs, and the disciplinary sanctions that may be imposed upon employees for alcohol and/or other drug use/abuse violations. The information will be disseminated to each employee via written and oral communications.

The school board recognizes that employees who have an alcohol and/or other drug use/abuses 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 before a school activity, the staff member will not be allowed to perform any duties on school property or to participate in school activities. Staff members who violate this regulation will be subject to the same disciplinary sanctions as in paragraph one of this policy.

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 District's Program Will Be Made

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

### **Curriculum Alteration Policy**

**Adopted 2/14/77**

#### **Section I**

The Pierre Board of Education, while retaining its full rights and responsibilities under the laws of the State of South Dakota with regard to the determination of curriculum, may organize, or authorize the administration to organize, advisory committees to periodically review curriculum and advise the Board concerning curriculum changes.

#### **Section II**

A majority of the members of curriculum advisory committees, whether they be subject area, grade level, system wide, or special focus, shall be teachers. If administrators and Board members wish to be included in the deliberations of a certain committee they shall become members of that committee. These committees may also include students, parents and other resource persons. Advisory committee appointments are to be made by the Superintendent in concurrence with the curriculum director, and are subject to approval by the Board.

#### **Paragraph I:**

The following principals shall be observed concerning curriculum alterations:

- A. The curriculum shall contain all courses recommended by the South Dakota Division of Elementary and Secondary Education.
- B. The curriculum shall provide for the varying intellectual needs and levels within the student body.

- C. The curriculum should include course offerings and teaching methods that will encouraged good study habits, while strengthening student character, conviction, and integrity.

**Paragraph II:**

The following guidelines shall be observed by curriculum advisory committees:

- A. Teachers appointed to a committee should be directly involved in their own classroom with the situation under consideration.
- B. Committees may review the feasibility of and advise the Board on course offerings suggested for inclusion in school curriculum.
- C. Committees shall review teaching materials proposed for inclusion in the curriculum; and, upon request of the Principal, Superintendent, or Board, shall review specific materials used in connection with previously adopted curriculum.
- D. Final decisions regarding selection of teaching materials shall rest with the Board

**Section III**

Materials adopted and complaints thereon.

When feasible, sample copies of teaching materials accepted for inclusion in the curriculum shall be retained in the administration office of the Pierre Public Schools and shall be available for inspection by citizens of the school district by arrangement with the Superintendent. If sample copies are not available at the administration office, arrangements may be made with the Superintendent to view the materials.

Objections to certain teaching materials by citizens of the School District should first be discussed with the classroom teacher in whose class the materials are being used. Objections unresolved at this level should be discussed with the appropriate building principal and teacher, and if still unresolved, with the Superintendent and the aforementioned persons.

Objections by any citizen of the School District unresolved through the procedure outlined in Section III, Paragraph B, shall be submitted to the Superintendent on a form provided for that purpose. The Superintendent shall then appoint a curriculum advisory committee, which shall meet and render a decision in writing as soon as possible. Appeal from this decision may be made through the Superintendent to the School Board for final resolution.

**FAMILY AND MEDICAL LEAVE ACT OF 1993**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

**REASONS FOR TAKING LEAVE:** Unpaid leave must be granted for any of the following reasons:

- ◆ to care for the employee’s child after birth, or placement for adoption or foster care;
- ◆ to care for the employee’s spouse, son or daughter, or parent, who has a serious health condition;
- or
- ◆ for a serious health condition that makes the employee unable to perform the employee’s job.

At the employee’s or employer’s option, certain kinds of paid leave may be substituted for unpaid leave.

**ADVANCE NOTICE AND MEDICAL CERTIFICATION:** The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- ◆ The employee ordinarily must provide 30 days advance notice when the leave is “foreseeable.”
- ◆ An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer’s expense) and a fitness for duty report to return to work.

**JOB BENEFITS AND PROTECTION:**

- ◆ For the duration of FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan.”
- ◆ Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- ◆ The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

**UNLAWFUL ACTS BY EMPLOYERS:** FMLA makes it unlawful for any employer to:

- ◆ interfere with, restrain, or deny the exercise of any right provided under FMLA;
- ◆ discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

**ENFORCEMENT:**

- ◆ The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- ◆ An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FOR ADDITIONAL INFORMATION:** Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, Washington, D.C. 20210

**ELEMENTARY STUDENT PERFORMANCE PROCEDURE**

Through the school district’s instructional program, students develop special talents that they perform or display. These talents could include the following: art, drama, athletics, music, speech, scholastic activities, and others.

Children are encouraged to perform in front of any audience periodically. Generally it is recommended that the performing child’s audience be limited to members of their school. This could include classmates, older and younger students within the building, and on occasion, parents of the classroom or school.

When it is deemed educationally beneficial by the school for a student or group of students to perform for an adult group, the practice or preparation will be limited to minimal class time.

## **NO SMOKING POLICY**

Amended 11/9/1992

The Pierre Board of Education recognizing that the Surgeon General of the United States has stated that tobacco, tobacco products and tobacco smoke pose a serious threat to the health and well-being of the district's students, employees and patrons, and knowing that these products are detrimental to a healthful and effective operation of the schools hereby adopts the following policy:

1. The use of all tobacco products is forbidden in all school buildings and property and in all school vehicles.
2. This policy applies to all persons regardless of age and regardless of whether they may legally use the products.
3. Effective date will be August 24, 1987.
4. This policy amendment is effective immediately - November 9, 1992.

## **SCHOOL LUNCH CHARGING POLICY**

Elementary schools:

Elementary students will be allowed to charge the value of up to 5 lunch meals to their account except for the last two weeks of school when no charging is allowed. After the student reaches a negative balance equivalent to 5 lunch meals, a hot meal will no longer be served and the student will be provided an alternative meal until the account has a positive balance. Once a student has \$5.00 remaining in his or her account, a low balance notification will be sent home with the student. This low balance notification will continue to be sent home until the account is more than \$5.00 positive. Parents also may sign up to receive electronic notification of low balances via the online school lunch payment system.

Georgia Morse Middle School:

Georgia Morse Middle School students will be allowed to charge the value of up to 5 lunch meals to their account except for the last two weeks of school when no charging is allowed. After the student reaches a negative balance equivalent to 5 lunch meals, the regular meal will no longer be served and the student will be provided an alternative entrée. During the time the student has a negative balance on their account, extras or Ala carte items may not be charged to the account, and only the main meal will be served until the balance is positive. Once a student has \$5.00 remaining in his account the student will be notified at the point of sale that the account is low or negative. Parents also may sign up to receive electronic notification of low balances via the online school lunch payment system.

Riggs:

Riggs students will be allowed to charge the value of up to 5 lunch meals to their account except for the last two weeks of school when no charging is allowed. After a student's account reaches a negative balance

equivalent to 5 lunch meals, the student will no longer be allowed to charge meals but may continue to purchase meals using cash. During the time the student has a negative balance, no extras or Ala carte items may be charged, and only the main meal will be served until the account balance is positive. Once a student has \$10.00 remaining on their account, the student will receive a verbal warning that their account is low or negative. Parents also may sign up to receive electronic notification of low balances via the online school lunch payment system.

Board Approved: September 12, 2005

Revised: February 8, 2016

**PIERRE PUBLIC SCHOOL DISTRICT  
WELLNESS POLICY  
Adopted 5/8/06**

The Pierre school district promotes healthy schools by supporting wellness, good nutrition, and regular physical activity as part of the total learning environment. The school supports a healthy environment where our children learn and participate in positive dietary and lifestyle choices.

**RATIONAL**

The increasing rates of overweight and obesity among youth threaten to jeopardize the future health and productivity of our children.

A healthy school environment goes beyond school meals in the cafeteria. Living a healthy lifestyle and maintaining a healthy weight requires a combination of healthy food choices, knowledge of nutrition and appropriate amounts of physical activity. Nutrition education and physical activity should be incorporated into the school day as often as possible. The healthy, nutritionally astute, and physically active child is more likely to be academically successful.

**NUTRITION EDUCATION**

Nutrition education will be offered as part of the sequential, comprehensive, standards-based program designed to provide students with the knowledge and skills necessary to promote a healthy lifestyle. Nutrition education will be incorporated into the school day as often as possible. The primary goal of nutrition education is to influence students' eating behaviors.

- Teaches consistent scientifically-based nutrition messages throughout the school, classroom, cafeteria, home, community and media;
- Is part of healthy education classes and/or stand alone courses;

- Is included in the scope and sequence of the curriculum in core subjects such as math, science, language arts, social sciences and elective subjects;
- Uses the SD Healthy Education Standards and addresses nutrition concepts progressively in grades K through 12;
- Provides enjoyable, developmentally-appropriate, culturally-relevant and participatory activities (e.g. contests, promotions, taste testing);
- Offers information to families that encourages them to teach their children about health and nutrition and provide nutritious meals for their families;
- Will include a school nutrition/health team, such as Team Nutrition or Coordinated School Health, to conduct nutrition education activities and promotions that involve the entire community.

## **I. PHYSICAL ACTIVITY**

The primary goal for the school's physical activity component is to provide opportunities for every student to develop the knowledge and skills for specific physical activities, maintain physical fitness, regularly participate in physical activity and understand the short and long-term benefits of a physically active and healthful lifestyle.

- All students in grades K-12 will be offered opportunities to receive physical education for the entire year.
- The physical education curriculum should demonstrate progression and sequence and be consistent with South Dakota and/or National Physical Education standards for Pre-K through grade 12.
- All physical education will be taught by highly qualified physical education teachers.
- Class teacher to student ratios should be manageable.
- Student involvement in other activities involving physical activity will not be substituted for meeting the physical education requirement.

### **Physical Activity Across the Curriculum**

- Opportunities for physical activity are regularly incorporated into other subject areas (e.g. math, language arts, social studies, etc.).

### **Daily Recess**

- All elementary school students will be encouraged to participate in at least 20 minutes a day of supervised recess, preferably outdoors, during which students are encouraged (verbally and through the provision of space and equipment) to engage in moderate to vigorous physical activity.
- When feasible, recess should occur prior to lunch to ensure appropriate healthful food intake.
- Extended periods of inactivity, two hours or more, are discouraged. When activities, such as mandatory school-wide testing, make it necessary for students to remain indoors for long periods of time, students should be given periodic breaks during which they are encouraged to stand and be moderately active.

### **Physical Activity Opportunities Before and After School**

- All elementary, middle and high schools will be encouraged to offer extracurricular physical activity programs, such as Open gym, and intramurals.
- All high school and middle schools as appropriate, may offer interscholastic sports programs.

- Schools may offer activities that meet the needs, interests and abilities of all students, including boys, girls, students with disabilities and students with special health-care needs.
- Schools may encourage participation in community or club activities.
- After-school childcare and enrichment programs with duration over an hour will encourage (verbally and through the provision of space, equipment, and activities) daily periods of moderate to vigorous physical activity for all participants.

### **Rewards/Incentives/Consequences**

- Teacher and other school and community personnel will be encouraged not to use physical activity (e.g., running laps, pushups) or withhold opportunities for physical activity (e.g. recess, physical education) as punishment.
- Teachers will be encouraged not to deny students physical activity for purposes of make up work, testing, etc.

### **Safe Routes to School**

- The school district will assess and, if necessary promote needed improvements to make it safer and easier for students to walk and bike to school. When appropriate, the district will work together with local public works, public safety and/or police departments in those efforts.
- The school district will encourage students to use public transportation when available and appropriate for travel to school
- The school district works with public transit for transportation when needed and when available.

### **Use of School Facilities Outside of School Hours**

- School grounds and facilities may be scheduled for use by students, staff and community members before, during and after the school day, on weekends and during school vacations.
- Schools will educate the community, including parents and staff, about utilizing the facilities. The grounds and facilities will be available to community agencies and organizations offering physical activity and nutrition programs when not conflicting with regularly scheduled school activities/events.

### **Wellness Council/Committee**

- The school district will develop a Wellness Council/Committee comprised of school personnel, community members and students to plan, implement and assess ongoing activities that promote healthy lifestyles, particularly physical activity for all age groups within the school community.

### **Professional Development**

- On going professional development and education for foodservice professionals and educators will be provided on an as needed basis.
- Schools will provide nutrition and physical education opportunities for students and staff.

### **Eating Environment**



- Students and staff meals will be served in clean, safe, pleasant surroundings and will have time scheduled as near the middle of the school day as possible to eat, relax and socialize.
- Hand washing and oral hygiene facilities will be available during all meal periods.
- The school district will make an effort to provide 10 minutes for breakfast and 20 minutes for lunch once the student is seated.

### **Recess Before Lunch**

- Schools will be encouraged to schedule recess for elementary school grades before lunch so that children will come to lunch less distracted and ready to eat. Activity before lunch encourages nutrient intake.

### **Rewards, Incentives, and Consequences**

- Rewards and incentives will be given careful consideration as to the messages they send to the students receiving them.
- Food will not be withheld from students as a consequence for inappropriate behavior and poor academic performance.
- Teachers and other school personnel will be encouraged not to cancel recess or other physical activity time for instructional make-up time.

### **Access Facilities for Physical Activity**

- Schools will provide community access to the school's physical activity facilities outside of the normal school day and regular scheduled school events, and partnership with the city to institute recreation programs utilizing school facilities.

## **NUTRITION STANDARDS COMPONENT**

Students' lifelong eating habits are greatly influenced by the type's foods and beverages available to them. Foods of good nutritional content including fruits, vegetables, low-fat dairy foods, and low-fat grain products, will be available wherever and whenever food is sold or otherwise offered at school during the normal school day.

### **General Guidelines**

- Food pricing strategies shall be designed to encourage students to purchase nutritious items.
- Procedures shall be in place for providing families, on request, information about the ingredients and nutritional values of the foods served.
- Food and beverages sold or served on the school grounds or at school sponsored events during the normal school day shall be encouraged to meet the Dietary Guidelines for Americans and the Standards of Food and beverages as set forth in this document.

### **School Meal Program**

- The school nutrition programs are an extension of the school systems education curriculum, and its related services, are operated under the federally funded National School Lunch Act and Child Nutrition Act of 1996, as amended.
- Federal laws regulating school nutrition programs are administered by the United States Department of Agriculture and implemented within the State of South Dakota by the State Department of Education.
- The program's objectives are to advocate optimal health and to improve nutritional status of all students by providing palatable, nutritious foods and promoting nutrition education while operating under sound financial status and accountability procedures.
- All Pierre Public Schools participate in the National School Lunch and National School Breakfast program. A written agreement is finalized between the school food service and the South Dakota Department of Education for each individual federal lunch and breakfast program.
- These agreements with the state agency ensure that all programs are in compliance with the regulations and qualify for the federal cash reimbursements as well as donated commodity foods.

### **Goals of the Nutrition Program**

- Provide high quality, nutritionally balanced, palatable foods at an affordable price.
- Serve food that is safe and wholesome which has been stored and prepared according to proper food handling and sanitation procedures.
- Utilize the Dietary Guidelines for Americans as the basis for planning menus and preparing meals.
- Promote a pleasant, enjoyable, and clean eating environment for students, faculty, and others.
- Encourage and promote nutritional education and coordinate food service programs with classroom instruction.
- Function under sound principles of good business management.

### **Vending Machines**

- All food and beverages sold in the school vending machines will follow the standards set by school board policy. The products placed in these machines will provide a healthy alternative for students.
- All beverage vending machines will be supplied with water, milk drinks, 50% to 100% fruit juice, and PowerAde or sports drinks.

### **Standards for Food and Beverages**

- Provide fruit and vegetable juices with 50% to 100% juice in 4-12 ounce servings.
- Provide sports juices and non-carbonated beverages where sugar is not the first ingredient listed.
- Provide a variety of milk products including, skim, 1%, or 2% in white or chocolate flavors.
- Eliminate the sale of soft drinks.
- Give the students the opportunity to make whole grains a part of their dietary options.
- Offer fruits and vegetables without added fat, sugar or sodium.
- Give the students a choice for low fat or non-fat salad dressings.
- Offer entrees and menu items that contain no more than 30% of total calories from fat and no more than 10% from saturated fats.

The Pierre Public School and School Nutrition Program and its affiliated employees are dedicated to promoting safe, nutritious, and enjoyable meals with friendly service in a pleasant environment to all students, school personnel, and the community.

## **POLICY ON NON-REGULARLY SCHEDULED EXTRA-CURRICULAR TRAVEL**

Adopted March 12, 1984

Purpose: To provide for a policy that will allow for participation in events that are an extension of the school program.

Objectives: To establish specific guidelines in the following areas.

- I. General Considerations
- II. Content of Proposal
- III. Approval of Proposal
- IV. Budget (Fund Raising)
- V. Implementation
- VI. Critique
- VII. Definitions

### **I. General Considerations**

- A. The objectives of the proposed extra-curricular travel must be compatible with the general objectives of the instructional program while keeping in mind the best interests of the students involved.
- B. The total school program should not adversely be affected by the participation of staff and students in the activity.
- C. Considerations should be given to the total school program and the individual students.
- D. The opportunity for student participation should not discriminate for economic reasons.
- E. Major trips that require outside fund raising will only be considered once every 3 years.
- F. All proposals approved by the School Board should allow the designated staff people to participate on school time.

### **II. Content of Proposal**

- A. A statement of the objectives and expected educational experiences.
- B. A budget that delineates a line item accounting of all costs that should include but not be limited to the following:
  1. Transportation
  2. Meals
  3. Lodging
  4. Cost of any planned incidental activity
  5. Fees
  6. Insurance
  7. Personal expenses
- C. A procedure for the accounting of all the financial aspects of the proposed activity.
- D. A description of the transportation arrangements with an explanation of the insurance coverage that will apply.
- E. A description of the accommodations. Should include numbers persons to a room and insure strategic location of chaperones.
- F. A proposed itinerary so that emergency messages can be accommodated if necessary.
- G. A proposed list of all persons traveling, which includes students, staff and chaperones.

- H. Determination of the number of chaperones with a male/female balance.
- I. Orientation Plan for pupils, staff, parents and chaperones which will include but not be limited to the following:
  1. Objectives of the proposed activity
  2. Expected standards of conduct
  3. Consequences of not following the standards
  4. Responsibilities of all involved
  5. Review of the costs and monetarily what is expected of each participant
  6. Travel arrangements
  7. Personal emergency and illness arrangements
  8. Clothing, equipment requirements
  9. A description of the critique

**III. Approval of Proposal**

- A. The written proposal as outlined in section II should be presented to the Riggs High Principal by March 30, of the year preceding the proposed trip, for his initial approval.
- B. The Principal should present the proposal to the Superintendent of the Pierre Public Schools.
- C. The Superintendent should present the proposal to the School Board along with any budget request made necessary by the request.
- D. The staff person making the proposal should be kept advised of the status of the proposal as it proceeds through the chain of command.

**IV. Budget**

- A. The budget as outlined in section II B should be prepared in detail so that an audit trail is established.
- B. The source of funding (may include but not be limited to Booster Club, Board of Education, Personal) to cover all expenses should be a part of the balance sheet. This should include the expenses that will be covered by the individual.
- C. Staff member(s) should not be in charge of collecting the funds. Ideally this should be handled by the Booster Club or a like organization.
- D. Fund raising may be a function of the Booster Club, or like organization. Consideration of the type of fund raising activity is essential so as to not bring the school into dispute or reflect discredit upon individuals. (The general public will view the fund raising effort as a school function even though it is done by a Booster Club.)

**V. Critique**

- A. Within 30 days from the completion of a trip a critique by the staff member(s), the pupils, and if possible and appropriate the chaperones that participated in the activity should be submitted to the Superintendent.
- B. The Superintendent should brief the School Board and notice should be taken of suggestions made or problems that occurred.

**VII. Definitions**

- A. Non Regularly Scheduled Extra-Curricular Travel
  1. A trip outside of the school district for participation in an activity. The trip shall not be scheduled on annual basis.
  2. The trip shall be of at least overnight duration.
- B. Major Trip. A non-regularly scheduled extra-curricular trip that requires outside fund raising. Occurs only once every three years.
- C. Designated Staff Person. The member(s) of the staff that has received approval of the School Board to participate in the scheduled activity.

12/9/74  
Revised 10/9/89  
Revised 4/2/90

**PIERRE PUBLIC SCHOOLS**  
**School Board Policy Prohibiting**  
**Serious Student Misconduct**

While these rules are not all inclusive, they give some idea of the types of misconduct, which can result in student suspension or long-term expulsion.

**RULE 1. DISRUPTION OF SCHOOL**

A student shall not by use of violence, force, noise, coercion, threat, intimidation, fear, passive resistance, or any other conduct intentionally cause the substantial and material disruption or obstruction of any lawful mission, process, or function of the school.

Neither shall he/she engage in such conduct for the purpose of causing the substantial and material disruption or obstruction of any lawful mission, process, or function of the school if such a disruption or obstruction is reasonably certain to result.

Neither shall he/she urge other students to engage in such conduct for the purpose of causing the substantial and material disruption or obstruction of any lawful mission, process, or function of the school if a substantial and material disruption or obstruction of any lawful mission, process or function of the school illustrate the kinds of offenses encompassed here:

- a) occupying any school building, school grounds, or part thereof with intent to deprive others of its use,
- b) blocking the entrance or exit of any school building or corridor or room therein with the intent to deprive others of lawful access to or from, or use of the building or corridor or room,
- c) setting fire to or substantially damaging any school building or property,
- d) firing, displaying, or threatening use of firearms, explosives, or other weapons on the school premises for any unlawful purpose,
- e) prevention of or attempting to prevent by physical act the convening or continued functioning of any school, class, or activity or of any lawful meeting or assembly on the school campus,
- f) preventing students from attending a class or school activity,
- g) except under the direct instruction of the principal or assistant principal, blocking normal pedestrian or vehicular traffic on a school campus; and,
- h) continuously and intentionally making noise or acting in any manner so as to interfere seriously with the teacher's ability to conduct his/her class.

**RULE 2. DAMAGE OR DESTRUCTION OF SCHOOL PROPERTY**

A student shall not intentionally cause or attempt to cause substantial damage to valuable school property or steal or attempt to steal school property of substantial value. Repeated damage or theft involving school property of small value also shall be a basis for long-term suspension or expulsion from school.

### **RULE 3. DAMAGE OR DESTRUCTION OF PRIVATE PROPERTY**

A student shall not intentionally cause or attempt to cause substantial damage to valuable private property or steal or attempt to steal valuable private property either on the school grounds or during a school activity, function, or event off school grounds. Repeated damage or theft involving private property of small value also shall be for suspension or expulsion from school.

### **RULE 4. ASSAULT ON A SCHOOL EMPLOYEE**

A student shall not intentionally cause or attempt to cause physical injury or intentionally behave in such a way as could reasonably cause physical injury to a school employee

1. on the school grounds during and immediately before or immediately after school hours.
2. on the school grounds at any other time when the school is being used by a school group, or
3. off the school grounds at a school activity, function, or event.

Neither self-defense nor action undertaken on the reasonable belief that it was necessary to protect some other person is to be considered an intentional act under this rule.

### **RULE 5. PHYSICAL ABUSE OF A STUDENT OR OTHER PERSON NOT EMPLOYED BY THE SCHOOL**

A student shall not intentionally do serious bodily injury to any person

1. on the school grounds during and immediately before or immediately after school hours.
2. on the school grounds at any other time when the school is being used by a school group, or
3. off the school grounds at a school activity, function, or event.

Neither self-defense nor action undertaken on the reasonable belief that it was necessary to protect some other person is to be considered an intentional act under this rule.

### **RULE 6. WEAPONS AND DANGEROUS INSTRUMENTS**

A student shall not knowingly possess, handle, or transmit any object that can reasonably be considered a weapon

1. on the school grounds during and immediately before or immediately after school hours.
2. on the school grounds at any other time when the school is being used by a school group, or
3. off the school grounds at a school activity, function, or event.

This rule does not apply to normal school supplies like pencils or compasses but does apply to any firearms, any explosive including firecrackers, any knife other than a small penknife, and other dangerous objects of no reasonable use to the pupil at school.

When the school administrator or certificated staff member has probable cause to suspect that a student or students have in their possession weapons or dangerous instruments on the school grounds or off the school grounds while at or on a school activity, a search of the person's locker, personal effects, etc. may be conducted.

Staff members should obtain administrative approval if it is feasible prior to the search.

## **RULE 7. NARCOTICS, ALCOHOLIC BEVERAGES, TOBACCO, AND STIMULANT DRUGS**

A student shall not knowingly possess, use, transmit, or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, tobacco, or intoxicant of any kind

1. on the school grounds during and immediately before or immediately after school hours.
2. on the school grounds at any other time when the school is being used by a school group, or
3. off the school grounds at a school activity, function, or event.

Use of a drug authorized by a medical prescription from a registered physician shall not be considered a violation of this rule.

When the school administrator or certificated staff member has probable cause to suspect that a student or students have in their possession narcotics, alcoholic beverages, tobacco or stimulant drugs on the school grounds or off the school grounds while at or on a school activity, a search of the person's locker, personal effects, etc. may be conducted.

Staff members should obtain administrative approval if it is feasible prior to the search.

Any student attempting to distribute information, collect money, or solicit attendance for an illegal activity, e.g. Kegger, shall be subject to long term suspension/expulsion from school following a due process hearing before the Board of Education (4-2-90)

## **RULE 8. REPEATED SCHOOL VIOLATIONS**

A student shall not repeatedly fail to comply with the directions of teachers, student teachers, substitute teachers, teacher aides, principals or other authorized school personnel during any period of time when he/she is properly under the authority of school personnel

## **STUDENT DUE PROCESS**

### **DEFINITION OF TERMS**

Definitions. Terms used in this article, unless the context plainly requires otherwise, are defined as the following:

1. “Board” – the duly constituted board of a school district
2. “Superintendent” – a superintendent of a school district or authorized designee
3. “Principal” & “Assistant Principal” – the person designated to be in charge of an attendance center in a school district
4. “Parent” – a parent or guardian
5. “Suspension” - - a denial to a student to participate in any school activity for a period off three or less school days
6. “Expulsion” – a denial to a student to participate in any school activity for four or more school days

### **SUSPENSION “SHORT TERM” PROCEDURE**

If a suspension “short term” is deemed appropriate because of a student’s misconduct, the principal or assistant principal shall give oral or written notice to the student and the parents, if available, as soon as possible after discovery of the alleged misconduct. Such notice shall state the rule, regulation or policy allegedly violated.

If the parents are not readily available, they shall be notified by ordinary mail at their last known address. At any time prior to or during the suspension the student and/or parent may request an informal conference/hearing.

### **EXPULSION “LONG TERM” HEARING PROCEDURE**

Written report of incident. In an expulsion “long term” is deemed appropriate because of a student’s misconduct, the principal will file a written report with the superintendent or designee by the end of the school day following the day of discovery of the alleged misconduct. The report shall set forth the known details of the incident or incidents and the known parties involved.

Notice of hearing. If the superintendent or designee deems that there are grounds for an expulsion, he/she shall notify the president of the school board as soon as possible that a hearing may be required. Within two school days from the day on which the notice of the alleged misconduct is received, the superintendent or designee shall give notice of hearing to each board member, the student and the student’s parents and such notice shall contain the following minimum information:

1. The rule, regulation, or policy allegedly violated
2. A summary of the current evidence
3. a list of proposed witnesses
4. A tentative date, time and place for the hearing
5. A description of the hearing procedure
6. The reason for the disciplinary proceedings
7. A statement that the evidence and some of the student’s records are available at the school for examination by the student, his/her parents, and his/her representative
8. A statement that the student may present witnesses and shall submit to the superintendent at least twenty-four hours prior to the hearing a list of such witnesses and details of the evidence to be presented in the student’s behalf



Right of waiver. The student or his/her parents, when applicable, may waive the right to a hearing by written notification to the superintendent at least twenty-four hours prior to the time set for the hearing. If the hearing is not waived, the hearing shall be held on the date, time and place set forth in the notice unless a different date, time and place is agreed to by the parties.

Hearing procedure. The school board shall constitute the hearing board. The presiding board members shall have authority to limit unproductively long or irrelevant questioning. The hearing shall be held in executive session.

The board may provide for making a record of any information orally presented at the hearing and shall provide for such a record when requested by the student.

Decision of board. The decision of the board must be based solely on the evidence presented at the hearing and should state substantial findings of fact on which the board's decision rests.

Right of appeal. An adverse decision to the student by the school board may be appealed to a court of law.

**MEMORANDUM OF UNDERSTANDING  
PIERRE EDUCATION ASSOCIATION AND PIERRE SCHOOL BOARD  
CHANGES TO NEGOTIATED AGREEMENT  
2020-2021 SCHOOL YEAR**

The Pierre Education Association and Pierre School Board agree the provisions 1 through 3 below regarding the negotiated agreement for Certificated Staff effective with the 2020-21 school year were settled previously and approved by the Pierre School Board on April 14, 2020:

1. Assigned Duties and Responsibilities Beyond the School Day: The following revision is made to strike the language as shown below and add the language indicated to page 21 of the Certificated Staff Handbook:

~~Strength/Conditioning: High School Fall, Winter, Spring (3 total) .051~~

High School (1) .25

2. Assigned Duties and Responsibilities Beyond the School Day: The following revision is made to strike the language as shown below from page 22 of the Certificated Handbook:

~~Intramural Sports Senior High Supervisor (4 total, index for ea sport) 0.051~~

3. Assigned Duties and Responsibilities Beyond the School Day. The following addition is made to the Certificated Staff Handbook:

Assistant Athletic Coordinator .13

The Pierre Education Association and Pierre School Board agree to the following additional provisions regarding the negotiated agreement for Certificated Staff effective with the 2020-21 school year:

4. Salary Increase: All returning teachers receive an increase of 4% from the 2019-2020 teaching salary. This increase is prior to any increase in earned credit as provided on page 17 of the Certificated Staff Handbook.

5. Assigned Duties and Responsibilities Beyond the School Day: The base salary for extra duty pay, utilized to calculate compensation on pages 19-22 of the Certificated Staff Handbook, will increase to \$39,878 for the 2020-21 school year.

6. Assigned Duties and Responsibilities Beyond the School Day: The following addition is made to the Certificated Staff Handbook:

Art Club Advisors (2) .051

7. Assigned Duties and Responsibilities Beyond the School Day: The following addition is made to the Certificated Staff Handbook:

FCCLA Advisor .027

8. Assigned Duties and Responsibilities Beyond the School Day. The following addition is made to the Certificated Staff Handbook:

FFA Advisor .027

9. Assigned Duties and Responsibilities Beyond the School Day. The following addition is made to the Certificated Staff Handbook:

Middle School Math Counts .023

10. Concessions Advisor may voucher \$25 for preparation for concessions for a non- Pierre School District event.

11. Emergency Leave: The following revision is made on page 9 of the Certificated Staff Handbook:

A staff member may use one day of emergency leave without loss of pay.

Emergency leaves are absences caused by weather (snow, ice, flood, etc.), car trouble or accident, ~~and~~ airplane/train connections and for the closure of daycare due to sickness. An additional two days of emergency leave may be allowed at substitute deduction with not more than three days of emergency leave being used in any one school year. Substantiation of emergency leave may be requested by the superintendent.

12. Hiring Schedule: The minimum salary on the hiring schedule on page 18 of the Certificated Staff Handbook will increase by 3.5% to \$42,899 for the 2020-21 school year as shown below:

<b>Certified Hiring Schedule 2020 - 2021 - Starting Pay increased by 3.5%</b>											
Step	Bachelor's Degree	Bachelor's +8	Bachelor's +16	Bachelor's +24	Master's Degree	Master's +8	Master's +16	Master's +24	Master's +32	Master's +40	Master's +48
		350	400	450	500	550	600	650	700	750	800
0	42,899	43,249	43,649	44,099	44,599	45,149	45,749	46,399	47,099	47,849	48,649
1	43,399	43,749	44,149	44,599	45,099	45,649	46,249	46,899	47,599	48,349	49,149
2	43,899	44,249	44,649	45,099	45,599	46,149	46,749	47,399	48,099	48,849	49,649
3	44,399	44,749	45,149	45,599	46,099	46,649	47,249	47,899	48,599	49,349	50,149
4	44,899	45,249	45,649	46,099	46,599	47,149	47,749	48,399	49,099	49,849	50,649
5	45,399	45,749	46,149	46,599	47,099	47,649	48,249	48,899	49,599	50,349	51,149
6	45,899	46,249	46,649	47,099	47,599	48,149	48,749	49,399	50,099	50,849	51,649
7	46,399	46,749	47,149	47,599	48,099	48,649	49,249	49,899	50,599	51,349	52,149
8	46,899	47,249	47,649	48,099	48,599	49,149	49,749	50,399	51,099	51,849	52,649
9	47,399	47,749	48,149	48,599	49,099	49,649	50,249	50,899	51,599	52,349	53,149
10	47,899	48,249	48,649	49,099	49,599	50,149	50,749	51,399	52,099	52,849	53,649
11	48,399	48,749	49,149	49,599	50,099	50,649	51,249	51,899	52,599	53,349	54,149
12	48,899	49,249	49,649	50,099	50,599	51,149	51,749	52,399	53,099	53,849	54,649
13	49,399	49,749	50,149	50,599	51,099	51,649	52,249	52,899	53,599	54,349	55,149
14	49,899	50,249	50,649	51,099	51,599	52,149	52,749	53,399	54,099	54,849	55,649
15	50,399	50,749	51,149	51,599	52,099	52,649	53,249	53,899	54,599	55,349	56,149

All other policies will remain as stated in the Pierre School District 2019-2020 Certificated Policy Handbook.

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Paula Weeldreyer, President PEA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dan Cronin, President  
Pierre School Board

\_\_\_\_\_  
Date