
Dorchester School District Two

Dr. Shane Robbins, Superintendent



PERSONNEL HANDBOOK

2022 - 2023

Team Dorchester

The sole purpose of this handbook is to familiarize employees with the general policies and procedures of Dorchester School District Two. It is not a contract of employment for at-will employees and does not form a part of the contract for employment for contract employees.

Important Notice

NOTHING IN THIS HANDBOOK OR IN ANY OF THE DORCHESTER SCHOOL DISTRICT TWO'S PERSONNEL POLICIES OR MANUALS SHALL BE DEEMED TO CONSTITUTE A CONTRACT OF EMPLOYMENT FOR AT-WILL EMPLOYEES. SOME EMPLOYEES OF DORCHESTER SCHOOL DISTRICT TWO ARE AT-WILL EMPLOYEES WHO MAY QUIT AT ANY TIME FOR ANY REASON AND WHO MAY BE TERMINATED AT ANY TIME FOR ANY OR NO REASON. FURTHER, NOTHING IN THIS HANDBOOK OR IN ANY OF DORCHESTER SCHOOL DISTRICT TWO'S PERSONNEL POLICIES OR MANUALS SHALL BE DEEMED TO FORM A PART OF THE CONTRACT FOR EMPLOYMENT FOR THOSE DORCHESTER SCHOOL DISTRICT TWO EMPLOYEES WHO ARE CONTRACT EMPLOYEES.

THIS HANDBOOK SUPERSEDES ALL PREVIOUS HANDBOOKS, PAMPHLETS, MANUALS, STATEMENTS, OR OTHER REPRESENTATIONS, WHETHER WRITTEN OR ORAL, REGARDING THE TERMS, CONDITIONS AND NATURE OF EMPLOYMENT BY AND WITH DORCHESTER SCHOOL DISTRICT TWO.

NONE OF THE PROVISIONS OF THIS HANDBOOK, OR ANY OF THE POLICIES OR PROCEDURES DESCRIBED HEREIN, MAY BE ALTERED OR AMENDED BY ANY SUBSEQUENT WRITTEN OR ORAL STATEMENT, EXCEPT BY AN EXPRESS WRITTEN AMENDMENT BY THE BOARD OF TRUSTEES FOR DORCHESTER SCHOOL DISTRICT TWO.

NOTES



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For the Employees of
Dorchester School District Two
815 South Main Street
Summerville, SC 29483

Telephone: (843) 873-2901
Fax: (843) 832-7014

<https://www.ddtwo.org>

Developed July 1997

Revised annually

Version: July 2022

DORCHESTER SCHOOL DISTRICT TWO
ANNUAL CLASSROOM TEACHER'S SALARY SCHEDULE
FISCAL YEAR 2022- 2023

CLASS	8	7	1	2	3
PRIOR YEAR'S EXP.	DOCTOR'S DEGREE	MASTER'S DEGREE PLUS 30 HRS	MASTER'S DEGREE	BACHELOR'S DEGREE PLUS 18 SEM HRS GRADUATE WORK	BACHELOR'S DEGREE

	A	A	A	A	A
0	53,076	49,576	46,076	42,576	41,000
1	53,593	49,813	46,377	42,838	41,468
2	53,924	49,888	46,525	42,994	42,126
3	54,236	49,957	46,664	43,675	42,928
4	54,578	50,704	47,096	44,477	43,715
5	55,863	51,663	47,984	45,246	44,464
6	57,350	52,648	48,899	46,065	45,254
7	58,734	53,649	49,831	46,824	45,997
8	60,246	54,648	50,826	47,667	46,829
9	61,366	55,661	51,765	48,468	47,615
10	61,756	56,015	52,094	48,775	47,916
11	63,265	56,856	53,088	49,266	48,396
12	64,770	58,003	54,217	50,153	49,273
13	66,281	59,161	55,349	50,981	50,085
14	67,791	60,316	56,478	51,897	50,990
15	69,296	61,488	57,616	52,789	51,828
16	70,805	62,677	58,778	53,886	52,762
17	72,316	63,844	59,932	54,923	53,628
18	73,723	65,035	61,091	55,951	54,593
19	75,102	66,231	62,227	56,988	55,493
20	76,286	67,203	63,148	57,849	56,390
21	77,775	68,204	64,176	58,814	56,987
22	79,290	69,414	65,372	59,907	57,984
23	80,946	70,671	66,587	60,994	58,995
24	82,771	71,988	67,867	62,178	60,237
25	84,557	73,329	69,321	63,505	61,524
26	86,208	74,706	70,667	64,736	62,715
27	87,827	76,104	71,988	65,942	63,882
28	88,686	76,845	72,688	66,581	64,501
29	88,686	76,845	72,688	66,581	64,501
30	88,686	76,845	72,688	66,581	64,501

DR. SHANE ROBBINS
Superintendent



Dorchester
School
District Two

815 SOUTH MAIN STREET SUMMERVILLE, SC 29483 • (843) 873-2901 • FAX (843) 873-4053

July 2022

Dear Dorchester School District Two Family:

Welcome to the beginning of another school year! I am excited to be the Superintendent of Dorchester School District Two and look forward to continuing the quality, tradition, and vision on which this district is built as we move forward into the 2022-2023 school year.

Whether you are new to the education profession or a returning Team Dorchester member, this year gives all of us the opportunity to engage, challenge and lead every student in the district to success! This year, we will celebrate new beginnings and fresh starts as we keep our focus on **One Team, One Vision, One Goal**.

The district and all schools will work together as professional learning communities, creating an environment of collaboration and shared decision-making. We will use our District Core Values, which begin with children, as the foundation for all we do for our students and each other and how we will do it. Our focus remains on student learning, while ensuring the safety and welfare of students and employees. We will provide both students and employees with the resources needed to build strong relationships and teach with rigor and relevance regardless of how that instruction is delivered.

We welcome East Edisto Middle School to the District family and invite all of you to visit your district's administrative offices located in the heart of our growing and diverse Summerville community.

Dorchester School District Two is blessed you are a part of the Team Dorchester family. Without question, the dedication and commitment of our employees are the greatest assets of this district. I am thankful to be a leader in a district where people give so much of themselves. The relationships we have with one another, as well as the rigor and relevancy of what we teach, have a strong impact on our students and entire community. I would ask that every action you take this school year be in the best interest of children. I am honored to serve with you. May you have a wonderfully successful school year!

Sincerely,

Dr. W. Shane Robbins, ATC
Superintendent

Quality • Tradition • Vision

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Failure to Comply

- A. Any employer who violates the provisions of the law must be given a written warning by the Director of Labor, Licensing & Regulation for the first offense and must be assessed a civil penalty of not more than one hundred dollars for each subsequent offense.
- B. Any employer who violates the provisions of the law must be assessed a civil penalty of not more than one hundred dollars for each violation. Each failure to pay constitutes a separate offense.
- C. In case of any failure to pay wages due to an employee, the employee may recover in a civil action an amount equal to three times the full amount of the unpaid wages, plus costs and reasonable attorney's fees as the court may allow. Any civil action for the recovery of wages must be commenced within three years after the wages become due.
- D. The Director of Labor, Licensing & Regulation shall promulgate regulations to establish a procedure for administrative review of any civil penalty assessed by the Director.

Penalty Review and Collection

In each case where a civil penalty assessed is not paid within 60 days, the Director of Labor, Licensing & Regulation shall bring an action against the assessed employer for collection of the penalty. Any amount collected must be turned over to the State Treasurer for deposit in the general fund of the state.

Prohibition of "Set Aside" Agreement

No provisions may be contravened or set aside by a private agreement.

Right to Investigate

The Director of Labor, Licensing & Regulation, his inspectors, agents or designees, upon proper presentation of credentials to the owner, manager, or agent of the employer, may enter at reasonable times and have the right to question either publicly or privately any employer, owner, manager, or agent and the employees of the employer and inspect, investigate, reproduce, or photograph time records or payroll records for the purpose of determining that the provisions are complied with.

(S.C. Code of Laws §41-10-10)

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- A. Every employer shall notify each employee in writing at the time of hiring of the normal hours and wages agreed upon, the time and place of payment, and the deductions which will be made from the wages, including payments to insurance programs. The employer has the option of giving written notification by posting the terms conspicuously at or near the place of work. Any changes in these terms must be made in writing at least seven calendar days before they become effective. This does not apply to wage increases.
 - B. Every employer shall keep records of names and addresses of all employees and of wages paid each payday and deductions made for three years.
 - C. Every employer shall furnish each employee with an itemized statement showing his gross pay and the deductions made from his wages for each pay period.

Payment of Wages

- A. Every employer in the state shall pay all wages due in lawful United States money or by negotiable warrant or check bearing wage date with the payday.
- B. An employer may deposit all wages due to the employee's credit at a financial institution which is doing business in the state and is insured by an agency of the federal government. When an employee's wages are paid by deposit at a financial institution, he must be furnished a statement of earnings and withholdings.
- C. An employer shall not withhold or divert any portion of an employee's wages unless the employer is required or permitted to do so by state or federal law or the employer has given written notification to the employee of the amount and terms of the deductions.
- D. Every employer in the state shall pay all wages due at the time and place designated.

Payment upon Separation

When an employer separates an employee from the payroll for any reason, the employer shall pay all wages due to the employee within 48 hours of the time of separation or the next regular payday which may not exceed 30 days.

Disputed Wages

In case of a dispute over wages, the employer shall give written notice to the employee of the amount of wages which he concedes to be due and shall pay the amount without condition within the set time. Acceptance by the employee of the payment does not constitute a release as to the balance of his claim.

Right to Investigate

Upon written complaint of any employee alleging a violation, the Director of Labor, Licensing & Regulation may institute an investigation of the alleged violation. If the Director of Labor, Licensing & Regulation determines that a violation exists, he shall endeavor to resolve all issues by informal methods of mediation and conciliation.

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DORCHESTER SCHOOL

DISTRICT TWO

Board of Trustees

Mrs. Gail Hughes, Chair

Mrs. Tanya Robinson, Vice Chair

Mr. Justin Farnsworth

Mrs. Barbara Crosby

Mr. Evan Guthrie

Mr. Brian Mitchum

Mrs. Ashley Wimberly, Secretary

Administrative Team

Dr. W. Shane Robbins, ACT, Superintendent

Mr. Chad Daugherty, Deputy Superintendent

Dr. Kenneth Wilson, Assistant Superintendent

DISTRICT ADMINISTRATION & STAFF

Dr. Shane Robbins	Superintendent
Mr. Chad Daugherty	Deputy Superintendent
Dr. Kenneth Wilson	Assistant Superintendent
Katie Barker	Assistant Director of Elementary Schools
Mark Blacklocke	Work Based Learning Coordinator
Tina Bohannon	Secretary to Directors of Curriculum & Instruction
Kadeshia Brooks	Secretary, Federal and State Programs
Nancye Charpia	Benefits Specialist
Anita Collier	Coordinator of Testing
Paula Cooper	Personnel Secretary
Barbara Crubaugh	Personnel Secretary - Classified Secondary
Deborah Daugherty	Assistant Director of Staff Development and Teacher Evaluation
Kim Derrick	District Office Receptionist
Tyronne Drakeford	District Director of Athletics
Lori Estep	Executive Director of Elementary Schools/Early Childhood
Cheryl Flowers	Personnel Secretary
Dr. Peggy Franklin	Assistant Director of Elementary Schools
Preston Giet	Security Director
Donna Goodwin	Director of Special Projects
Jenene Gourdine	Secretary, C & I
Darla Hancock	Risk Manager
Brooks Harlow	District Hearing Officer
Dr. Greg Harrison	Director of Virtual Academy/Health & Wellness
Ralph Hayes	Executive Director of Dorchester 2 Education Foundation
Daphne Isgett	Personnel Secretary - Certified Elementary
Teresa Kelly	Assistant Director of Parenting
Matthew Kenwright	Public Information Officer
Sharon Kerley	Coordinator of Teacher Evaluations
Miranda Lamattina	Personnel Secretary
Camilla Liferidge-Pinckney	Director of Personnel - Elementary
Laura Logan	Benefits Specialist
Scott Matthews	Director of Personnel - Classified Personnel
Gailia Mercer-Brown	Guidance Coordinator
Michael Miller	School Protection Officer
Denise Murray	Personnel Secretary - Certified Secondary
Deb Nuzum	District Office Secretary
Jennifer Passmore	Communication Specialist
Lisa Patrick	Database Manager / Trainer
Kelly Purvis	Assistant Director Middle & High Schools
Karen Radcliff	Executive Director of Secondary Schools
Brittney Reese	Personnel Secretary— Classified Elementary
Melissa Ruffalo	Secretary, Assessment/Accountability
Amanda Santamaria	Director of Nursing Services
Thad Schmenk	Director of Assessment/Accountability
Kristi Selander	Assistant Director Middle & High Schools

District Admin. Continued

Tamara Siemers	Secretary, Title One
Lee Smith	Secretary to Superintendent and Board of Trustees
Sue Stempert	Secretary, Virtual Academy/Health & Wellness
Tracy Tayloe	Director of Personnel
Paula Trout	Benefits Specialist
Karean Troy	Chief of Military Community Relations
Cliff Williams	Computer Technician
Phylis Williams	Secretary, Public Information
Mike Windham	Director of Federal & State Programs/Community Planning

Warehouse**815 South Main Street, Summerville SC 29483****Phone (843) 873-2901**

Lorenza "Tinker" Bell	Warehouse Manager
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Adult And Community Education**1325-A Boonehill Road, Summerville SC 29483****Phone (843) 873-7372**

Mona Caudle	Director of Adult and Community Education
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Shelly Baker	Financial Secretary Adult Education
Tonya Hall	College and Career Navigator
Caitlyn Harris	Secretary-Adult Education
Brittney Pezzullo	Financial Secretary Extended Day
Yvotonne Renee Rivers	Special Programs Coordinator
Wramie Spafford	Adult and Community Education Administrator
Carolyn Thomas	Extended Day Program Administrator
Sherry White	Financial Secretary Extended Day

Finance**District Office, 815 South Main Street, Summerville SC 29483****Phone (843) 873-2901**

Tina Meunier	Chief Financial Officer
Adam Swearingen	Finance Director
Elizabeth Lybrand	Comptroller

Lisa Burke	Procurement Specialist
Priscilla (Angel) Cartwright	Accounts Payable
Anna Cribb	Finance Specialist
Rhonda Grice	Procurement Officer
Georgia Haselden	Fixed Assets Specialist
Jo Lynn Harrison	Payroll Specialist
Lorrie Hyatt	Payroll Specialist
Cynthia Kozey	Internal Auditor
Dana Risher	Accounts Payable

Custodial Services

District Two Operations Center, 164 McQueen Blvd., Summerville SC 29483

Phone (843) 695-4920

Jeffery Smith

Assistant Director of Custodial Services

Margaret Simmons

Secretary, Custodial Services

Gifted and Fine Arts Center

805 South Main St, Summerville SC 29483

Phone (843) 821-3960 / (843) 832-5532

Jason Walsh

Director of Fine Arts

Gem Massey

Assistant Director of Gifted and Talented Programs

Joyce Straub

Secretary

Brian Bohannon

Secretary

Maintenance

District Two Facility Management, 164 McQueen Blvd., Summerville SC 29483

Phone (843) 871-2710

Tony Soles

Director of Facility Management

Michael Boehley

Maintenance Supervisor

Gemini Cope

Financial Secretary

Don Nuzum

Assistant Director Of Facility Maintenance

Carolyn Robinson

Receptionist

Arthur Wright

Mechanical Forman Supervisor

Transportation Department

1325-A Boonehill Road, Summerville SC 29483

Phone (843) 873-6196

Steve Shope

Director of Transportation

Anthony Suzuki

Assistant Director of Transportation

Carla Campbell

Transportation Supervisor/Special Needs

Jan Fulton

Financial Secretary

Virginia Garlitz

Dispatcher-Summerville

Dawn Huseman

Transportation Supervisor-Summerville

Kasey Kilcoyne

Transportation Safety Officer & Tester

Sherri Knight

Secretary

Eugenia Marino

Transportation Supervisor-Summerville

Tina Mathus

Dispatcher-Summerville

Odric "Ron" Prescod

Bus Mechanic

Jean Price

Transportation Supervisor-Oakbrook

Cheryl Scaffe

Dispatcher-Oakbrook

Jeanette Simmons

Dispatcher-Oakbrook

Dennis Smith

Bus Mechanic

Pupil Personnel Services**1325-A Boonehill Road, Summerville SC 29483****Phone (843) 875-4161**

Dr. Wanda Gadsden

Charles Kirtley

Michelle Jacques

Director of Pupil Personnel Services

Assistant Director of Pupil Personnel Services

Assistant Director of Special Education

Holly Baker

Veronica Bishop

Nicole Bradford

Robin Clevenger

Jodie Collier

Suzanne deTreville

Ruth Diarra

Tammy Dilday

Monika Erhardt

Mary Embry

Candace Fladger

Alicia Freeman

Jennie Haithcock

Lisa Johnson-Brown

Robin Lopez

Christie O'Rear

Laura Pace

Jennifer Rackley

Brenna Reeves

Kimberly Snyder

Amber Walker

Alycia "Aly" Williams

Carol Wilson

Occupational Therapist

Physical Therapist

Occupational Therapist

Transition Specialist

Physical Therapist

Coordinator of Special Education

ABA Therapist

Records Secretary

Medicaid Secretary

Occupational Therapist

Coordinator of Special Education

Transportation Secretary

Physical Therapist

Occupational Therapist

Occupational Therapist

Special Services Medicaid Administrator

Systems Operator

Occupational Therapist

Physical Therapist

Coordinator of Special Education

Occupational Therapist

Coordinator of Special Education

Finance Secretary



Dorchester School District Two

Fast Facts

DISTRICT DATA

Students (2021-2022): 24,674

Employees: 3,664 certified & support personnel
(DDTwo is the largest employer in Dorchester County.)

Monthly Payroll: \$12,414,794

2021-2022 General Fund Budget: \$225,932,045

**2021-2022 General Fund per Pupil
Expenditure:** \$9,156.68

ABOUT OUR SCHOOLS

Schools

15 elementary schools

7 middle schools

3 high schools

1 alternative program (grades 6-12)

1 adult/community education program
(pre-kindergarten – adult)

Average Pupil: Teacher Ratio

4K: 20: 2

Kindergarten: 25:2

First Grade: 19:1

Grades 2-3: 22:1

Grades 4-5: 25:1

Grades 6-8: 27:1

Grades 9-12: 28:1

TRANSPORTATION

180 buses, 165 routes (1 route=1 run of each:
elementary, middle, high)

More than 15,000 students transported daily

More than 15,000 miles driven per day

Approximately 50 field trips per month

FOOD SERVICE

All district schools serve a nutritious breakfast and lunch every day. All meals served meet nutritional standards established by federal (U.S. Department of Agriculture) and state (South Carolina Department of Education) guidelines.

43% of students receive free or reduced lunch

Meals served (2021-2022): 3,533,114

COMMUNITY INVOLVEMENT

More than 600 business partnerships

More than 3,500 volunteers

Active PTA units at all schools

STUDENT STATISTICS

Average SAT Score for 2020-2021: 1006

Average ACT Score for 2020-2021: 17.7

2021 Graduation Rate: 91.7%

2020 Dropout Rate: 0.6%

Graduates in the class of 2022 were offered
\$44,926,972 in scholarships.

www.ddtwo.org

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[y youtube.com/c/TeamDDTwo](https://www.youtube.com/c/TeamDDTwo)



DORCHESTER SCHOOL DISTRICT TWO

SUMMERVILLE, SOUTH CAROLINA

POINTS OF PRIDE - 2021

DISTRICT HIGHLIGHTS

- The AdvancED Accreditation Commission has awarded Dorchester School District Two district-wide National Accreditation, recognizing the district as a quality school system of excellence.
- Dorchester School District Two received the national 2021 Best Communities for Music Education Award. This is the second year the district has earned this recognition.
- Summers Corner Performing Arts Center at Rollings Middle School of the Arts opened in the spring of 2020 to serve students and the community. This state of the art facility was made possible through a partnership with Lennar Homes.
- Dorchester School District Two partnered with the City of N. Charleston to open a community Aquatic Center in 2020 to serve students, their families, and the community.
- Summerville High opened a second Career and Technology Education Center in August 2019 that houses an Advanced Manufacturing Center. This innovative center was developed in collaboration with an Advisory Committee of businesses, community leaders and colleges and technical schools.
- All district schools have active PTA/PTSA's and School Improvement Councils.
- More than 550 business partners have assisted schools with programs including mentoring, tutoring, school projects, and educational resources.
- The district has 134 National Board Certified Teachers in district classrooms.
- District Nurse Coordinator Amanda Santamaria was elected President of the South Carolina Association of School Nurses.
- Eight district schools earned an Excellent overall rating on the 2019 state report cards, with no schools rated as unsatisfactory. All three high schools received an overall rating of Excellent.

GRADUATION MILESTONES

- As reported on the 2020 South Carolina report card, Dorchester School District Two achieved a graduation rate of 91.4% surpassing the state average of 82.1%. Ashley Ridge High was 92%; Fort Dorchester High was 93.5%; and Summerville High was 91%.
- Of the 1,673 graduates in the class of 2021, there were 279 Distinguished Honor Graduates, 204 Honor Graduates, and 179 Diploma of Distinction recipients.
- Forty-two students in the Dorchester District Two Early College Program graduated in 2021 with an Associate Degree from Trident Technical College, as well as a high school diploma.
- The graduating classes of 2021 were offered a total of \$33,393,363 in scholarships.

SCHOOL DISTINCTIONS

- Rollings Middle School of the Arts was named a 2020 National Blue Ribbon School. Six district schools have received this national distinction.
- Twelve district schools have earned the distinction of being named a SC Palmetto Finest School as one of the top schools in South Carolina.

POINTS OF PRIDE (Continued)

- There are twelve district schools that have received the State Department of Education's Red Carpet Award, seven for the second time. This state award recognized schools that have outstanding family-friendly environments.
- 🏆 Joseph R. Pye Elementary has been designated a national Exemplar School by the Partnership for 21st Century Learning (P21).
- Flowertown Elementary School Improvement Council received the 2021 Dick and Tunky Riley Award for School Improvement Council Excellence. This is the third consecutive year the school has been named a state finalist.
- 🏆 Ashley Ridge High School, Fort Dorchester High School and Summerville High School Counseling Departments have all earned certification by the Recognized American School Counselor Association Model Program (RAMP) for their outstanding school counseling programs.
- 🏆 Alston-Bailey Elementary, Oakbrook Elementary, and Dr. Eugene Sires Elementary were named a 2021 Capturing Kids Hearts National Showcase School. This is the third consecutive year Oakbrook Elementary has earned this prestigious honor.
- 🏆 Summerville High was named a national 2021 Jostens Renaissance School of Distinction.
- 🏆 Summerville Elementary and Sand Hill Elementary were selected as a 2021-2022 Imagine Nation Beacon School.
- 🏆 Fort Dorchester High JROTC has been recognized as the Top JROTC Unit in South Carolina by the State Air Force Association.
- 🏆 Windsor Hill Arts Infused Elementary School has received recertification as a South Carolina Arts in Basic Curriculum (ABC) Certified School.
- 🏆 Four district schools received a total of \$49,400 in state Arts Innovation Grants for classroom programs this year. Over the past six years, district teachers have received \$499,400 in DAP grants.

TEACHER RECOGNITIONS

- 🏆 Meg Skow, visual arts teacher at Rollings Middle School of the Arts, was named 2021 National Middle Level Educator of the Year by the National Art Education Association.
- 🏆 Oakbrook Middle teacher Amy Baldwin was named 2021 South Carolina STEM Educator of the Year.
- 🏆 Summerville High art teacher Stefanie Neuner received the 2020 National Art Honor Society Sponsor Award presented by the SC Art Education Association.
- 🏆 Gerald Taylor, teacher at Fort Dorchester High was recognized as a S.C. Financial Literacy Master Teacher by State Treasurer Curtis Loftis.
- 🏆 Denise Harrell, teacher at DuBose Middle, and Lexie Centers, teacher at Gregg Middle, were named SC Financial Literacy Master Teachers of the Month by State Treasurer Curtis Loftis.
- 🏆 Renee Rivers, Adult Education program coordinator, was selected as a national 2021 State Advocates for Adult Education Fellow.
- 🏆 Leslie Gilreath, band director at Summerville High, was named a Finalist in the William D. Revelli Composition Competition by the National Band Association.
- 🏆 Randall Tucker, athletic director at Ashley Ridge High, was named 2020-2021 5A Region Athletic Director of the Year.
- 🏆 Beech Hill Elementary Media Specialist Jeni Nix was named 2020 South Carolina School Librarian of the Year.

POINTS OF PRIDE (Continued)

- 🏆 Jimmie Rogers, teacher at Fort Dorchester High, received the 2020 Tallulah & Keith Richardson Distinguished Service Award.

STUDENT ACHIEVEMENTS

- 🏆 Four district students received national awards in the National PTA Reflections Art Program.
- 🏆 There were 1,516 students from the three high schools awarded 2020 Academic Medals and school letters in recognition of academic excellence, with 258 students receiving the Board of Trustees Award for earning an A in every subject.
- 🏆 Fort Dorchester High students Victoria Zamora and Alex Cheatham were selected for the S.C. Choral Directors Association Honor Choir.
- 🏆 Five middle and high school students were accepted to the 2021 All-State Orchestra.
- 🏆 Katherine Jackson, senior at Ashley Ridge High, was named a Semifinalist for 2021 U.S. Presidential Scholars in Career & Technical Education.
- 🏆 Ashley Ridge High student Muskaan Makkar was named a 2020-2021 Coca-Cola Scholars Program Semifinalist.
- 🏆 Summerville High student Isaac Cinnamon won first place in the 2021 S.C. Young Filmmakers Project.
- 🏆 Fort Dorchester High Senior James Grevis received a Perfect score of 600 on the Civil Engineering & Architecture Project Lead the Way End of Course exam.
- 🏆 Ashley Ridge High students Joshua Lease and Tyler Breau and Summerville High student Ashley Burgess received a perfect score of 600 on the Project Lead the Way Principles of Engineering End of Course Exam.
- 🏆 Fort Dorchester High student Makenna Bines scored a perfect 600 on the Project Lead the Way Principles of Biomedical Science End of Course Exam.
- 🏆 All-state volleyball and basketball player Vanessa Blake, senior at Ashley Ridge High, was named the **Post and Courier's** All-Lowcountry Female Athlete of the Year.
- 🏆 Summerville High Baseball team was a finalist for the 2021 5A State Championship.
- 🏆 Ashley Ridge High Girls' Softball team competed for the 2021 5A State Championship.
- 🏆 Summerville High School Navy JROTC have received the Distinguished Unit Award from the United States Navy.
- 🏆 Ashley Ridge High School Air Force JROTC have received the Distinguished Unit Award from the United States Air Force.
- 🏆 Fort Dorchester High School Air Force JROTC have received the Distinguished Unit Award from the United States Air Force.

SECTION 1

GENERAL INFORMATION

Weather Conditions

Weather is unpredictable and uncontrollable. It is impossible to plan in advance for hurricanes, tornadoes, or winter storms. When adverse weather conditions threaten, officials in Dorchester School District Two monitor conditions closely. Information is obtained from the National Weather Service, the South Carolina Highway Patrol, and local law enforcement agencies regarding road conditions. In addition, roads throughout the district are checked for safety by district officials.

The decision to close schools in District Two is made by the Superintendent and district officials. This decision is made as quickly as possible based on safety factors in **our** school district. There may be times when conditions prompting the closing of schools in one district may not exist or be as severe in another district. District Two schools will operate on schedule when it is safe to do so.

In the event that severe weather occurs locally, some staff may be required to return to work immediately upon the passing of the danger and prior to the full reopening of the district, to assess the safety and conditions of the building.

Circumstances that might warrant closing schools or delaying classes include:

- Hazardous driving conditions
- Loss of electric power in the schools
- Loss of water service to the schools

Students and parents are urged to monitor local media in the Charleston area, i.e. television news broadcasts and Charleston area radio news reports, for the most up-to-date information on school closings or early dismissals. Announcements of school closings in District Two are released to the local media as soon as a decision on closing has been made. Parents and District Two employees are also notified of school closures by a phone messaging system and via school and district websites.

Should severe weather occur during the school day, conditions may or may not necessitate the closing of schools. If schools are to close early because of threatening weather, announcements will be broadcast on radio and television. Parents should be assured that all schools have written emergency procedures and plans and that they conduct teacher training and drills to insure safe response during emergency situations. In District Two, the safety and well being of our students is always our prime concern.

The making up of days lost because of bad weather is governed by state law, which regulates the required number of school days. When days must be made up, the district makes every effort to notify students and parents of adjustments in the school calendar well in advance of any change.

Monthly Fire Drills

All teachers or superintendents in charge of the schools of the state, which are supported in whole or in part by taxation, shall conduct fire drills at least once each month. Any teacher or superintendent failing to observe the provisions of this section shall be fined not less than ten dollars or more than twenty-five dollars for each offense. Such fine shall be deducted from his salary and turned over to the county treasurer for ordinary county purposes.

The county Superintendent of education of each county of this state shall have copies of this law printed in suitable form and have at least one placed in a conspicuous place in each of the public school buildings of his county.

Emergency Preparedness/Safety

Each school or work site has on file in the Principal's/Supervisor's office an Emergency Preparedness Guidebook to address appropriate responses to emergency and safety issues.

Relationships with Students

Staff are expected to maintain professional and appropriate relationships with all students and families. The district does not support staff having direct, private communications with students through social media or text message. Staff should use district approved communication methods to communicate with students and families. Pursuant to SC Code §16-3-755 et al, staff are not permitted to engage in sexual relationships with any student, regardless of their age.

SCHOOL CALENDAR

2022 - 2023

August 9 (Tuesday)..... 1. Staff Development/Teacher Work Day - No Students
August 10 (Wednesday)..... 2. Staff Development/Teacher Work Day - No Students
August 11 (Thursday) 3. Staff Development/Teacher Work Day - No Students
August 12 (Friday) 4. Staff Development/Teacher Work Day - No Students

August 15 (Monday) First Day of School for Students

August 31 (Wednesday)..... Early Release Day—Elementary only

September 5 (Monday)..... Labor Day Holiday - Schools Closed

September 28 (Wednesday)..... Early Release Day—All schools

October 21 (Friday)* 5. Staff Development/Teacher Work Day—No Students

October 26 (Wednesday)..... Early Release Day—All Schools

November 8 (Tuesday) Election Day – Schools Closed

November 21-25 (Mon-Fri)..... Thanksgiving Break – Schools Closed

December 7 (Wednesday)..... Early Release Day—Elementary only

December 19-30..... Winter Break for Students – Schools Closed

January 2 (Monday)..... 6. Staff Development/Teacher Work Day—No Students

January 13 (Friday)..... 7. Staff Development/Teacher Work Day—No Students

January 16 (Monday) Martin Luther King Holiday – Schools Closed

February 1 (Wednesday)..... Early Release Day—All schools

February 17 (Friday)* 8. Staff Development/Teacher Work Day - No Students

February 20 (Monday)..... Presidents Day Holiday - Schools Closed

March 8 (Wednesday)..... Early Release Day—Elementary only

March 24 (Friday)* 9. Staff Development/Teacher Work Day - No Students

April 10-14 (Mon-Fri)..... Spring Break—Schools Closed

April 26 (Wednesday)..... Early Release Day—All Schools

May 29 (Monday)..... Memorial Day Holiday - Schools Closed

June 2 (Friday)..... Last Day of School for Students (half day)

June 5 (Monday)..... 10. Teacher Work Days – No Students

** Possible weather make-up days*

DISTRICT SCHOOLS

Elementary

Alston-Bailey Elementary School, Vernisa Bodison, Principal (Grades K-5)
820 West 5th North Street, Summerville, SC 29483
Telephone: 843-695-5210

Beech Hill Elementary School, Rene Harris, Principal (Grades K-5)
1001 Beech Hill Road, Summerville, SC 29483
Telephone: 843-821-3970

Eagle Nest Elementary School, Marcel (Marci) Brown, Principal (Grades K-5)
8640 River Oaks Drive, North Charleston, SC 29420
Telephone: 843-695-2460

Dr. Eugene Sires Elementary School, Jaqueline Fleming, Principal (Grades K-5)
301 Chandler Creek Road, Summerville, SC 29485
Telephone: 843-695-5205

Flowertown Elementary School, Carey Ball, Principal (Grades K-5)
20 King Charles Circle, Summerville, SC 29483
Telephone: 843-871-7400

Fort Dorchester Elementary School, Annette Pletcher, Principal (Grades K-5)
5201 Old Glory Lane, Summerville, SC 29485
Telephone: 843-832-5550

Knightsville Elementary School, Claire Sieber, Principal (Grades K-5)
847 Old Orangeburg Road, Summerville, SC 29483
Telephone: 843-873-4851

Newington Elementary School, Rachel Cubbage, Principal (Grades K-5)
10 King Charles Circle, Summerville, SC 29485
Telephone: 843-871-3230

Oakbrook Elementary School, Kim Boutin, Principal (Grades K-5)
306 Old Fort Road, Ladson, SC 29456
Telephone: 843-821-1165

Joseph Pye Elementary School , Priscilla Johnson, Principal 9701 Patriot Boulevard, Ladson, SC 29456 Telephone: 843-695-2979	(Grades K-5)
Reeves Elementary School , Natalie Hayes, Principal 1003 DuBose School Road, Summerville, SC 29483 Telephone: 843-695-2450	(Grades K-5)
Sand Hill Elementary School , Francina Gerald, Principal 324 Gnarley Oak Lane, Summerville, SC 29485 Telephone: 843-695-5201	(Grades K-5)
Spann Elementary School , Shane Sanford, Principal 901 John McKissick Way, Summerville, SC 29483 Telephone: 843-873-3050	(Grades K-5)
Summerville Elementary School , Jeff Lagasca, Principal 835 South Main Street, Summerville, SC 29483 Telephone: 843-873-2372	(Grades K-5)
Windsor Hill Arts Infused Elementary School , Robert Neuner, Principal 8600 William Moultrie Drive, North Charleston, SC 29420 Telephone: 843-760-9820	(Grades K-5)

Middle Schools

Alston Middle School , Dr. Michelle Leviner, Principal 500 Bryan Street, Summerville, SC 29483 Telephone: 843-873-3890	(Grades 6-8)
DuBose Middle School , Ted Brinkley, Principal 1005 DuBose School Road, Summerville, SC 29483 Telephone: 843-875-7012	(Grades 6-8)
East Edisto Middle School , Brion Rutherford, Principal 1011 Beech Hill Road, Summerville, SC 29485 Telephone: 843-695-2451	(Grades 6-8)
Gregg Middle School , Will Wilson, Principal 500 Green Wave Boulevard, Summerville, SC 29483	(Grades 6-8)

Oakbrook Middle School, Bentli Lewis, Principle (Grades 6-8)
286 Old Fort Road., Summerville, SC 29456
Telephone: 843-873-9750

River Oaks Middle School, Jack Mansor, Principal (Grades 6-8)
8642 River Oaks Drive, North Charleston, SC 29420
Telephone: 843-695-2470

Rollings Middle School of the Arts, Patrick Pye, Principal (Grades 6-8)
1635 Beech Hill Road, Summerville, SC 29485
Telephone: 843-873-3610

Secondary Schools

Ashley Ridge High School, Brooke Matthews, Principal (Grades 9-12)
9800 Delemar Highway, Summerville, SC 29485
Telephone: 843-695-4900

Fort Dorchester High School, Raymond (Tripp) Aldredge, Principal (Grades 9-12)
8500 Patriot Boulevard, North Charleston, SC 29420
Telephone: 843-760-4450

Summerville High School, Kenneth Farrell, Jr., Principal (Grades 9-12)
1101 Boone Hill Road, Summerville, SC 29483
Telephone: 843-873-6460

Adult Education / Alternative Program

Givhans Alternative Program, Joyce Dearing, Principal (Grades 6-12)
273 Highway 61, Ridgeville, SC 29472
Telephone: 843-832-5558

Adult Education, Mona Caudle, Director
Adult Learning Center
1325-A Boonehill Road, Summerville, SC 29483
Telephone: 843- 873-7372

BOARD/PERSONNEL POLICY HISTORY

School Board Operational Goals

The board is committed to the educational goal of ensuring that students develop to their maximum personal and academic potential so they are prepared for a future in the workforce and prepared to become responsible citizens.

The board assumes the leadership role in maintaining a system of public education for all students residing in the school district. The board and each of its members will look to the future to provide the best programs and procedures to address the educational needs of the students in the district and will be charged with accomplishing this task while also being responsible for wise management of district resources. The board is dedicated to the continued improvement of the district's schools for the benefit of its students and their academic achievement.

The board must fulfill these responsibilities by functioning primarily as a legislative body to formulate and adopt policy while employing a superintendent under whose leadership the school personnel will carry out the policies of the board. Providing quality education involves the cooperation of the board, administration, staff, students, parents/legal guardians, and community. With input from these stakeholders regarding the quality and performance of the school system, the district will establish a culture of competence, collaboration, and trust.

Accordingly, the board's goals are as follows:

- to provide leadership through policy and appraisal so that the goals and objectives of the school system can be carried out effectively
- to evaluate the data appropriate for the management functions of planning, evaluating, organizing, and implementing the goals and objectives of the district
- to formulate a sound fiscal policy in the interest of fiscal economy
- to commission the superintendent to manage the school system in accordance with board policy
- to partner with the community by interpreting public attitudes, addressing concerns and aspirations in the formulation of policies, and encouraging involvement with and understanding of the schools
- to identify the educational and technological needs of the community and to transform such needs into programs aimed at preparing students for future careers

Adopted 8/27/01; Revised 2/25/19

Board - Superintendent Relations

The board believes that its most important function is the formulation and adoption of policy. The superintendent's function is the execution of the policies. The board delegates certain executive powers to the superintendent to manage the schools within the established policies.

The board's delegation of its executive powers to the superintendent provides freedom for the superintendent to manage the schools within the board's policies and frees the board to devote its time to policymaking and appraisal functions.

The board holds the superintendent responsible for the administration of its policies, the execution of board decisions, the operation of the internal machinery designed to serve the school program, and the provision of information to the board about school operations and problems.

The relationship that exists between a board and its superintendent is an intrinsic part of the educational process within a community. Knowledge of what each can reasonably expect of the other can help substantially in promoting sound working relationships

The Board will do the following.	The Superintendent will do the following.
Select a competent, established educational leader as superintendent and support that person in the discharge of assigned duties.	Administer effectively and provide the professional educational leadership necessary. All district employees are responsible directly or indirectly to the superintendent.
Serve as a policymaking body.	Recommend sound policy and enforce the policies by establishing rules and regulations.
Allow the Superintendent to administer the schools.	Implement board policy effectively through efficient administration.
Adopt an annual budget.	Prepare and submit an annual budget to the Board for consideration.
Exercise sound judgement in business affairs of the school district.	Keep the Board informed on financial matters, use sound long-range planning & keep current expenditures within the approved budget.
Deal always in an ethical, honest, straight-forward, open-and-above-board manner with the Superintendent and the community.	Deal always in an ethical, honest, straight-forward, open-and-above-board manner with the Board, the staff and the community.
Approve an organizational pattern for the administration.	Make assignments for each position with the Board's authorization.
Establish salary schedules and other personnel policies.	Recommend personnel policies for adoption and be responsible for assignment of all personnel.

Receive and review reports of the superintendent concerning the progress of the schools in terms of achievements of pupils, teachers and supervisors.	Provide accurate and complete reports to the Board regarding the progress of the schools.
Function only as a Board rather than as individuals.	Deal with the Board as a whole rather than as individual members.
Communicate with staff members through the Superintendent/Superintendent's office.	Ensure necessary staff communication through the superintendent with the board.
Remember that schools exist for the benefit of the students and the community.	Remember that schools exist for the benefit of the students and the community.
Hear appeals of school employees and citizens of the community from decisions of the superintendent.	Make decisions in line with board policy. Appeals from such decisions may be heard and decided by the Board.
Present the needs of the schools before the citizens of the community.	Plans the means of keeping the community informed about school matters. Serve as a representative of the schools before the public.
Adopt school standards, textbooks, and annual school calendar.	Recommend for board action school standards, textbooks and the annual school calendar.

Policy BDD, Adopted 8/87; Revised 11/23/92, 9/24/01, 2/25/19

Personnel Goals and Priority Objectives

The personnel employed by this district constitute the most important resource for effectively conducting a quality learning program. All departments of the school district exist to help the development of students. The excellence of all certified and support personnel will determine the success of the educational program.

The district will base personnel policies on the following long-range goals:

- To recruit, select, and employ the best qualified personnel to staff the district's schools
- To provide equal employment opportunities for all candidates for all positions as set forth in board policy
- To provide an in-service training program for all employees to improve performance and to eliminate practices inconsistent with maximizing student achievement
- To conduct an employee appraisal program that will contribute to the continuous improvement of staff performance and the educational program as a whole
- To assign personnel to ensure the most effective use of individuals as possible within the district's budgetary constraints
- To enable each staff member to contribute to the effective implementation of the educational program through involvement in planning and decision making when practicable
- To develop a climate necessary to obtain maximum staff performance and a high level of morale and job satisfaction

Policy GBA, Adopted 8/87; Revised 5/10/93, 6/12/00, 4/25/22

Equal Opportunity Employment/ Affirmative Action Plan - Professional Personnel Recruitment and Hiring

Purpose: to establish the basic structure for the hiring of all personnel

The district is an equal opportunity employer. The district will recruit, hire, train, promote, and make other employment decisions on the basis of individual merit and without discrimination because of race, religion, color, handicap, sex, age, alienage, or national origin as required by applicable state and federal laws except where sex or age is a bonafide occupational qualification. It is the policy and practice of this school district to take affirmative action to remove any disparate effects of proven past discrimination by this district because of race, religion, color, handicap, age, sex alienage, or national origin except where sex or age is a bonafide occupational qualification.

The Superintendent will establish guidelines for organization of the teaching, administrative and other certified staff and will select, hire, and promote such staff with approval of the board. The Superintendent will select, hire, and promote all other district employees. The Superintendent will direct the work of district employees.

The district maintains a policy of equal opportunity in the following areas:

- recruitment
- selection and hiring criteria and practices
- transfer and promotion
- demotions, terminations, layoffs, and recalls
- compensation
- working conditions
- benefits and privileges of employment

Notice of this policy on non-discrimination on the basis of handicap or disability in employment shall be posted in the district and published or placed in district statements and in other written communications.

Policy GBA, Issue Date 6/00

I. Professional Staff Hiring (AR GCF-R)

The Superintendent or his/her designee, in consultation with the principal of the school involved, will review all employment applications and will identify and interview those persons selected for further consideration.

Should a vacancy occur in a position during the year, the board authorizes the Superintendent to fill such vacancies for the remainder of the school year in which the vacancy occurs pursuant to a letter of agreement, when appropriate. The Superintendent or his/her designee may determine whether advertisement of the vacancy is necessary or whether the position may be filled through some other means.

The Superintendent is authorized to hire retired employees to work in the district on an “as needed” basis when their employment would serve the best interests of the school system. In such cases, vacancies do not need to be advertised as provided for in policy and administrative rule GCEC/GCEC-R. The Superintendent shall notify the employee of the at-will status of his/her employment. The continued employment of retired employees will be at the discretion of the Superintendent, who will make such decisions in the best interests of the district. The decision to employ or not employ retired employees will not be subject to the district’s grievance procedures.

The Application Process

Each individual seeking employment in the district must apply on-line. The district will require each individual making application to submit the following documents to the district office as part of the application process:

- application form
- South Carolina teaching credential
- college transcripts (undergraduate and graduate, if applicable)
- three professional references
- SLED form

The district does not consider the individual’s application file complete until these documents have been uploaded to a candidates online application.

The district will accept applications postmarked on the date of the deadline.

Note that, as part of the application process, the school district must conduct a criminal background check report. The “Applicant Acknowledgement & Agreement “ section of the application asks applicants to provide information required for this report.

II. Selection of Professional Personnel

The Superintendent or his/her designee will receive all applications for professional job vacancies. The Superintendent or his/her designee will then perform the initial screening.

The Superintendent or his/her designee has the authority to decide when and/or how structured interview techniques may be used, who will conduct the interview, and who may assist/participate in the interview process. In making the decision, the Superintendent may consider such factors as the level and/or impact of the position, areas of responsibility, and the relationship of the position to other positions on the organizational chart. The principal of the school involved should be part of this process.

The general procedures and requirements for recruiting and selecting individuals for district-level and school-level positions will be similar.

Applicants not meeting the criteria of the initial interview are ineligible for site level interviews.

If so directed by the Superintendent or his/her designee, the principal will continue the screening process at the school site level. The steps will include verification and evaluation of references and credentials. (The applicant's "credentials" are defined as college or university transcripts, teaching credentials, professional experience, health certificates, or professional examination scores and the like.)

The principal is responsible for studying the references and credentials of the applicant, as well as other application data. Utilizing the information gained during this phase of the selection process, he/she will make a determination as to who will be invited to participate in the interview process. The principal will schedule and conduct the interview.

Following the completion of the above, the principal will confer with the Superintendent or his/her designee to discuss, receive and evaluate application materials from the chosen applicant; the entire recruitment and selection process; and the application files for all persons who were given consideration. This phase of the selection process serves as a check system to ensure that the person selected is, in fact, the most qualified.

Upon the completion of this phase and the identification of the most qualified person for the position, the principal will submit a final recommendation to the Superintendent or his/her designee. The Superintendent or his/her designee may accept or reject the principal's recommendation. The Superintendent or his/her designee will recommend the applicant for employment to the Board.

The Superintendent will present such recommendations to the Board at the regular monthly meeting.

The final decision regarding employment in the school district will be made by the Board.

The Superintendent or his/her designee will notify the remaining applicants that the position has been filled. The Superintendent will take this step only after the candidate has accepted the offer of employment and the district has received the criminal record history.

III. Support Staff/Classified Personnel - Hiring

Purpose: to establish the basic structure for hiring of support staff

The Superintendent employs all support staff.

It is the Superintendent's responsibility to ensure that all persons employed meet the qualifications established for the particular position. The Superintendent will establish an interview and selection procedure that will allow principals or supervisors an opportunity to be actively involved in the selection of an employee for their school. However, the Superintendent will make or approve the final selection.

The Superintendent will consider all candidates based on the needs of the district as well as on their merits and qualifications. The district will not discriminate or give preferential treatment with regard to race, age, national origin, sex, handicap, alienage or religion. The district will make reasonable accommodation to known physical or mental limitations of otherwise qualified disabled persons where such accommodation would not impose an undue hardship on the operation of district programs.

The district will not employ any candidate without a personal interview *by the district Personnel Department*.

Federal and state laws prohibit employers from hiring aliens not legally eligible to work in the United States. They also require all new employees to present evidence of employment eligibility and require employers to verify that eligibility. The district will utilize the federal work authorization program E-Verify for verification of work authorization submitted by an employee. Newly hired employees must complete the required I-9 form no later than three days following their first working day.

Should a vacancy occur in a position during the year, the board authorizes the superintendent to fill such vacancies for the remainder of the school year in which the vacancy occurs pursuant to a letter of agreement, when appropriate. The superintendent or his/her designee may determine whether advertising the vacancy is necessary or whether the position may be filled through some other means.

The superintendent is authorized to hire retired employees to work in the district on an "as needed" basis when their employment would serve the best interests of the school district. In such cases, the superintendent will notify the employee of the at-will status of his/her employment. The continued employment of retired employees will be at the discretion of the superintendent, who will make such decisions in the best interests of the district. The decision to employ or not employ retired employees will not be subject to the district's grievance procedures.

For required criminal record checks on new employees, see policy GBEBDA* Criminal Record Checks. Cf. GBEBDA* *which is available at www.ddtwo.org*.

The Immigration Reform and Control Act of 1986 (P.L. 99-603) prohibits employers from hiring aliens not legally eligible to work in the United States. It requires all employees hired after June 1, 1987, to present evidence of employment eligibility and requires employers to verify that eligibility. Newly hired employees must complete the form no later than three days following their first working day.

Policy GDF, Adopted 8/87; Revised 5/10/93, 8/28/00, 3/13/06, 11/10/08, 2/28/11

IV. Online Application Process - Support Staff

Applications for Classified (*i.e. Support Staff*) Employment are available online at the District Two website, <http://do.ddtwo.org> . Once at the website, applicants must click “Employment”, then “Apply Here - All Applicants”.

Individuals may apply for a posted vacancy, or they may apply for as many as 8 positions listed in the “positions desired” section. After submitting an online application, complete with transcripts and three completed reference surveys, candidates will be prompted to contact the Personnel Office to schedule a general clearance interview. The general clearance interview with the Personnel Office is the final step in the application process.

V. Staff Health

Purpose: to establish the basic structure for practices related to communicable diseases as they apply to district employees

Health screening

The district will not initially hire any person to work in any public school or kindergarten until that person has been appropriately evaluated for tuberculosis according to guidelines approved by the South Carolina Department of Health and Environmental Control. The district will not require re-evaluation for employment in consecutive years unless otherwise indicated by such guidelines.

Any person applying for a position in any of the district's schools, including kindergarten, will, as a prerequisite to employment, secure a health certificate from a licensed physician certifying that such person does not have tuberculosis in an active stage.

The physician will make the aforesaid certificate on a form supplied by the South Carolina Department of Health and Environmental Control.

If the district has questions or concerns regarding the physical or mental capability of an employee to perform the essential functions of his/her position with or without reasonable accommodations, the district may require an appropriate health examination.

Communicable diseases

The board defines a chronic communicable disease as a persistent or recurring infection that may be transmitted to a susceptible person by contact with an infected individual. The U.S. Centers for Disease Control and Prevention (CDC) will be the definitive authority on the identification and transmission of chronic communicable diseases.

It is not the policy of the district to automatically suspend employees with a chronic communicable disease. It is the policy of the district, however, to protect the health of members of the community by implementing a program of education, prevention and reporting with respect to chronic communicable diseases in cooperation with state and local public health agencies.

The district may reassign an employee with a chronic communicable disease to a position that limits student/employee contact. Alternatively, the district may place the employee on medical leave if medical judgment substantiates that said employee poses a significant health threat to students and/or other employees. The school board reserves the right to remove or exclude any employee whose physical condition would interfere with his/her ability to work or would expose other students or employees to infection.

This district will notify other staff and students of the existence of a communicable disease in accordance with regulations and guidelines of the South Carolina Department of Health and Environmental Control.

HIV

Evidence shows that the risk of transmitting human immunodeficiency virus (HIV) is extremely low in school settings when current guidelines are followed. The presence of a person living with HIV infection or diagnosed with acquired immunodeficiency syndrome (AIDS) poses no significant risk to others in school, daycare or school athletic settings.

Employment

The district does not discriminate on the basis of HIV infection or association with another person with HIV infection. In accordance with the Americans with Disabilities Act of 1990, an employee with HIV infection may continue working as long as he/she is able to perform the essential functions of the position, with reasonable accommodation, if necessary.

Employees with acquired immunodeficiency syndrome (AIDS) or human immunodeficiency virus (HIV) should be under no work restrictions in the district, unless the employee's physician advises that medical impairments exist which are so severe as to be a hazard for the employee, district students or other employees. Employees infected with HIV or AIDS present no appreciable infection risk to others under normal school working conditions.

If an employee has been removed or excluded as provided above, as a condition for return to work, the district may require a satisfactory certificate from the employee's physician that the employee's presence is no longer a risk to the employee or to others at school.

Privacy

Students or staff members are not required to disclose HIV infection status to anyone in the education system. HIV antibody testing is not required for any purpose. Every employee has a duty to treat as highly confidential any knowledge or speculation concerning the HIV status of a student or other staff member. Violation of medical privacy is cause for disciplinary action, criminal prosecution and/or personal liability for a civil suit.

No information regarding a person's HIV status will be divulged to any individual or organization without a court order or the informed, written, signed and dated consent of the person with HIV infection (or the parent/legal guardian of a legal minor). The written consent must specify the name of the recipient of the information and the purpose for disclosure.

All health records, notes and other documents that reference a person's HIV status will be kept under lock and key. Access to these confidential records is limited to those named in written permission from the person (or parent/legal guardian) and to emergency medical personnel. Information regarding HIV status will not be added to a student's permanent educational record.

Infection control

All employees are required to consistently follow infection control guidelines in all settings and at all times, including playgrounds and school buses. Schools will operate according to the standards promulgated by the U.S. Occupational Safety and Health Administration and the Centers for Disease Control and Prevention for the prevention of bloodborne infections.

Equipment and supplies needed to apply the infection control guidelines will be maintained and kept reasonably accessible. The school nurse will implement the precautions and investigate, correct and report on instances of lapse.

A school staff member is expected to alert the person responsible for health and safety issues if a student's health condition or behavior presents a reasonable risk of transmitting an infection.

If a situation occurs at school in which a person might have been exposed to an infectious agent, such as an instance of blood-to-blood contact, school authorities will counsel that person (or, if a minor, alert a parent/legal guardian) to seek appropriate medical evaluation.

HIV and athletics

The privilege of participating in physical education classes, athletic programs, competitive sports and recess is not conditional on a person's HIV status. School authorities will make reasonable accommodations to allow students living with HIV infection to participate in school-sponsored physical activities.

All employees must consistently adhere to infection control guidelines in locker rooms and all play and athletic settings. Rulebooks will reflect these guidelines. First aid kits that include personal protective equipment for preventing exposure to bloodborne pathogens must be on hand at every athletic event.

All physical education teachers and athletic program staff should complete an approved first aid and injury prevention course or training that includes implementation of infection control guidelines. Student orientation about safety on the playing field will include guidelines for avoiding HIV infection.

Staff development

All school staff members will participate in a planned educational program that conveys factual and current information about HIV and other bloodborne pathogens; provides guidance on infection control procedures; informs about current law and state, district and school policies; assists staff to maintain productive parent and community relations; and includes annual review sessions. Certain employees will also receive additional specialized training as appropriate to their positions and responsibilities.

General provisions

On an annual basis, school administrators will notify students, their family members and school personnel about current policies concerning HIV and other bloodborne pathogens and provide convenient opportunities to discuss them. Information will be provided in major primary languages of students' families.

In accordance with the established policy review process or at least every three years, the school nurse will report on the accuracy, relevance and effectiveness of this policy and, when appropriate, provide recommendations for improving and/or updating the policy.

Bloodborne Pathogens

The district has prepared and implemented an exposure-control plan for all employees. This plan includes appropriate training for those employees who may be likely to incur occupational exposure to blood or other potentially infectious materials. A copy of the plan is on file in the office of the school nurse.

Policy GBGA, Adopted 8/87; Revised 5/10/93, 6/26/00, 3/22/10, 9/26/11

VI. Orientation Program

General Orientation Programs

All employees new to the district are required to participate in a general, beginning of the school year, orientation program. The program is designed to provide an overview of procedures established by the district. This orientation occurs prior to the opening of school and a make-up session for persons hired after August is scheduled in January.

VII. Technology Support Information

Cantey Tech Consulting covers all technology needs for Dorchester School District Two. Please familiarize yourself with the procedures for reporting technology issues as noted below.

How to Contact the Cantey Tech Consulting Service Desk

Normal Working Hours

(8:00AM to 6:00PM EST, Monday-Friday)

During normal working hours please send support request to one of these three following resources.

- Phone: (843) 561-9700 or Extension 9700 from a district phone
- Email: help@canteytech.com
- Client Portal: <http://help.canteytech.com> (access provided upon request from district point of contact)

After Hours Support

(6:00PM to 8:00AM EST, Monday-Friday, All day Saturday-Sunday, & Major Holidays)

For after-hours support, please call our main line at (843) 561-9700 and follow the directions from the phone system prompts to reach our on-call technician.

Tips when creating/submitting tickets via email or client portal

The more detail you can provide in the ticket/subject line, the faster we can provide a solution.

Examples: **Good:** "Computer is slow", **Great:** "Computer is slow when working in Word"

- Details in the body of the ticket/email are a great place to let us know information. The more details the better. Examples include:
 - When did the issue start?
 - How many people are affected?
 - Does this impact a critical or time sensitive district process?
 - What is the exact error message?
 - What were you doing and/or what programs were being used when you got the error?
 - Is there any info about your availability we need to know in case we need to contact you?
- When replying to an email from our service desk about an existing ticket please add the ticket number in the email subject line. The easiest way to do this is to reply to the email you receive when the service ticket is opened or closed.

Notification Emails

- You will be notified when a ticket is created and when a ticket is completed.
- Employees with portal access can check their ticket status anytime.

MR. JOSEPH PYE
Superintendent



Dorchester
School
District Two

815 SOUTH MAIN STREET SUMMERVILLE, SC 29483 • (843) 873-2901 • FAX (843) 873-4053

BOARD of TRUSTEES
MEETING DATES
2022-2023

July 25

August 8
August 22

September 12
September 26

October 10
October 24

November 14
November 28

December 12

January 9
January 23

February 13
February 27

March 13
March 27

April 24

May 8
May 22

June 12
June 26

in accordance with Board Policy BE-Board Meetings

SECTION 2

PROFESSIONAL/CERTIFIED

EMPLOYEE INFORMATION

Certification

Valid Teaching Certificates:

All certified employees must maintain valid teaching certificates from the State Department of Education. Certificates must be on file in the Personnel Office prior to the first day of the contract period.

Changes in Certification:

It is the responsibility of each certified employee to insure that the Personnel Office always has the Superintendent's copy of the current teaching certificate. It is also his/her responsibility to keep the Personnel Office updated with changes in name, address or any certification changes.

AdvancED Accreditation:

The AdvancED Accreditation Commission has awarded Dorchester School District Two district-wide National Accreditations, recognizing the district as a quality school system of excellence. For a school to maintain accreditation, each teacher and administrator must earn at least six semester hours of college credit during each five-year period of employment or the equivalency as approved by the state committee. The same six hours of graduate credit may be used for certificate renewal. Equivalency points earned for certificate renewal through a state approved staff development program may be presented to meet the AdvancED accreditation requirement.

Certificate Renewal:

Each certificate must be renewed at its expiration date. The procedures are as follows:

1. Submit documentation to office of personnel and have it handled through the district.
2. Submit documentation of having met State Board of Education requirements for certificate renewal for six (6) semester hours or the equivalent in a certification area during the certification validity period.

The semester hours or equivalent may be one of the following:

- A.) Six semester hours of appropriate college/university transcript credit;
 - B.) 120 in-service points earned through an approved district certificate renewal plan;
 - C.) Six semester hours of State Department of Education in-service points, or State Department of Education approved in-service credit.
 - D.) Any combination of college transcript credit, in-service points, or State Department of Education approved in-service credit.
-

Important Information Regarding Teacher Certification

INSTRUCTIONS FOR RENEWALS, UPGRADES, ADDING AREAS OF CERTIFICATION
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EDUCATORS WHO HOLD INITIAL AND CRITICAL NEEDS CERTIFICATES

If you are a first-year teacher or an out-of-state teacher with less than 3 years of experience, you will be issued an Initial Certificate from the South Carolina State Department of Education. If you applied for certification through PACE, you will be issued a Critical Needs Certificate from the State Department of Education. One original certificate will be mailed to you from Columbia. This is the only time you will be mailed a certificate from Columbia. Future upgraded certificates can be printed directly from the State Department website. **Renewal credits do not apply to Initial or Critical Needs certificates.** When you have passed ADEPT and the PLT, you will be issued a Professional Certificate. You will be notified by Personnel when your new certificate is available for printing.

FOR ALL EDUCATORS: CERTIFICATE UPGRADES/ADDING AREAS OF CERTIFICATION/ADDING ENDORSEMENTS

1. IT IS THE EDUCATOR'S RESPONSIBILITY TO KEEP TRACK OF THE CREDIT HOURS REQUIRED FOR SALARY CLASS UPGRADES. All documentation for class upgrades (BA+18, MA, MA+30) must be sent to the State Department in Columbia at the time the upgrade is completed. If you have just completed a Master's degree and never requested the upgrade to BA+18, your upgrade will be from Bachelor's to Master's and no retroactive pay will be applicable for the BA+18. Again, all college transcripts must be official and in their original sealed envelopes. The State Department requires a Request for Change/Action form to accompany all documents so they will know what to do with them. The form may be found at www.ed.sc.gov. The State Department will post a new certificate on their website showing class changes and/or additional certification areas. You must notify Personnel as soon as the upgrade is noted on your certificate. Failure to notify Personnel regarding salary class changes may result in the forfeiture of salary upgrades.
2. All documentation for adding certification areas and endorsements must be sent to the State Department in Columbia at the time the upgrade is completed, accompanied by the request for change/action form. You must notify Personnel as soon as the new area and/or endorsement has been added to your certificate.
3. If you have a Professional certificate and are upgrading your salary class or adding an area or endorsement during your renewal year and need to use courses on the transcript for renewal, the district office must also have an official transcript on file to apply the credits. Personnel can no longer retrieve a copy of the official transcript from the State Department in order to apply credits.

FOR EDUCATORS WHO HOLD PROFESSIONAL CERTIFICATES

Professional Certificates are renewed through the district office for contracted educators undergoing goals-based evaluations. All other certified educators employed by the district must renew their certificates directly through the State Department of Education.

1. Your Professional Certificate will be valid for 5 years. The validity dates will be listed at the top of the certificate. It is important to know your certificate number. It is required on all renewal credit documentation. You should write it down and keep it in an accessible place.
2. During the validity period, you will be **required** to earn 120 renewal credits. The credits can only be earned **during** the 5-year validity period on your certificate.
3. You must also document Technology Proficiency during that 5-year period. Technology credits come from all technology trainings regardless of the time of day completed. The same validity period applies. Technology proficiency may be documented in one of two ways: By accumulating a minimum of 30 hours of training from in-district or out of district workshops or by taking a technology college course. **Note:** A three-hour college course in technology counts as 60 renewal credits and satisfies the technology requirement at the same time.
4. All holders of Professional Certificates must earn the Read to Succeed Endorsement. Details and Timeline for completion can be found at <https://ed.sc.gov/educators/certification/certification-resources/read-to-succeed-requirements-for-educators/>
5. All middle and high school teachers must complete the 2-hour Jason Foundation Suicide Prevention Training (Module 5) one time only. If you have not yet completed it, you should do so during your current renewal period. Certificates of completion must be sent to Paula Cooper (pcooper@dorchester2.k12.sc.us) at the District Office. Registration information can be found on the Staff Development page of the district website or you can use this link: <http://jasonfoundation.com/get-involved/educator-youth-worker-coach/professional-development-series/>.
6. All documentation for renewal credits must be sent to the **District Office**. Credits for college courses must be documented by an official transcript received in its original sealed envelope. It can also be sent via email directly from an academic credential management company such as Parchment Services. Most in-district professional development comes from the Power School Professional Learning (PL) program. Courses completed from the PL course catalog do not require documentation to be sent to Personnel. You should print a certificate of completion from PL for your file for every class you complete. Out-of-district renewal credits can be added to your PL transcript. Please complete an Out of District Transfer Request and upload documentation in PL. Please refer to the renewal credit matrix (<http://www.ed.sc.gov/educators/teaching-in-south-carolina/current-south-carolina-teachers/renewal/>) which outlines the many ways in which to earn credits and the required documentation needed by the District Office.
7. **The District Office will renew your Professional Certificate.** The State Department will post your renewed certificate on their website. Educators are able to print unofficial copies of their certificates from the State Department of Education's website's "educator status" page. Official copies may be requested for a \$10.00 fee.

<p>It is recommended that you keep a Certificate Renewal Folder with these instructions and a record of every class and workshop you attend. If you have questions about certification, please contact Paula Belken, Personnel Secretary, at 843-695-5383 or pbelken@dorchester2.k12.sc.us.</p>

Computing Experience for Teachers:

- I. Requirements for one year of experience.
 - A. The teacher shall have been employed in a full-time teaching position for **at least 152 compensated days of full-time employment.**
- II. Requirements for One-Half Year Experience
 - A. The teacher shall have been employed in a regular teaching position **at least 95 days of full-time employment.**
- III. Summer school teaching experience may be used toward satisfying the 152 teaching days requirement at the rate of two days of summer school for each regular school day, not to exceed twenty regular school days in any year; summer school days are to be added to the accrued teaching days of the preceding school year.
- IV. Two half-years of experience may be combined to give one full year of experience.
- V. No more than one year of experience may be earned during any twelve-month period.

Instruction Staff Extra Duty - G CMD

The board expects teachers to assume reasonable duties over and above their regular teaching responsibilities in order to provide students with the most comprehensive program possible. These extra duties may include daily class preparation and attendance at staff meetings.

All teachers are expected to attend functions of their respective schools and, when requested, to assist the principal/director.

Teachers are expected to attend the appropriate parent-teacher meetings of their respective schools.

The district does not expect staff members who are on duty at school functions where admission is charged to pay the admission fees.

Activities and services that make major demands on a teacher's extra time is considered an extra duty assignment. The board may compensate such assignments in accordance with the board's supplementary pay schedule which is annually considered by the board.

Department and/or Grade Chairpersons

The principal of each school will recommend department and/or grade chairpersons for his/her school to the superintendent for approval by July 1 of the academic year for which the recommendations are made. The principal is responsible for the performance evaluation of each chairperson under his/her supervision and for the removal and replacement of any individual.

The district will pay each department and/or grade chairperson a salary for his/her service in that position. This supplement will be in addition to any other supplement the employee receives and will be based uniformly on the number of members in the department chaired.

The district will require all chairpersons to teach the same number of periods as are taught by the other members of his/her department or grade.

Policy GCMD, Adopted 8/87; Revised 5/10/93, 7/10/00

Types of South Carolina Professional Teaching Contracts

§ 59-26-40. Induction; Annual; Continuing ; Trades and Industrial Education certification process.

Types of Contracts

Induction Contract – Teachers who possess a valid South Carolina certificate and have less than one year of public school teaching experience may be employed under a one year induction contract, provided the date of employment allows the teacher to complete at least 152 days of full-time teaching. Teachers with less than one year of experience who are employed under a locally designed contract or letter of agreement and who are re-employed the following year must be employed under an induction contract.

Teachers may be employed on an induction contract for up to three years. The employment and dismissal provisions of Article 3, Chapter 19, and Article 5, chapter 25 of Title 59 of the 1976 Code do not apply to teachers under induction contracts.

All teachers employed under an induction contract must participate in the district's Induction Program designed to provide teachers with comprehensive guidance and assistance throughout the school year as part of their contract obligation. Programs must provide participants with written and oral explanations of the Expanded ADEPT Performance Standards. The District's Induction Program has been approved by the State Board of Education.

Teachers employed under induction contracts are to be notified in writing by April 15 of their employment status for the next school year. Teachers who successfully complete the induction contract year, as determined by the local district, are eligible for employment at the annual contract level with a formal evaluation. At the discretion of the district, these teachers may be re-employed or released from employment. Teachers who do not successfully complete the induction contract year as determined by the local district are eligible for an Induction 2 contract. At the discretion of the district, the teacher may be re-employed or released from employment. If re-employed, the Induction 2 contract teacher will be assisted and evaluated according to State Board of Education regulations. A teacher who is released may seek employment in another district.

Annual Contract - Teachers who have completed an induction contract year may be employed under an annual contract. Out-of-state teachers with more than one year's experience are considered annual contract teachers.

Teachers employed under an annual contract must be evaluated or assisted with procedures developed or adopted by the local school district in accordance with State Board of Education ADEPT Implementation Guidelines. Teachers employed under an annual contract also must complete a Student Learning Objective (SLO) or an individualized professional growth plan supportive of district strategic plans and school renewal plans. Teachers must not be employed under an annual contract for more than four years. During the first annual contract year, the annual contract teacher must undergo a formal summative performance evaluation or be provided with diagnostic assistance, at the discretion of the employing school district. During subsequent annual contract years, the teacher must be evaluated or assisted in accordance with State Board of Education Regulations. Only one annual diagnostic assistance year is allowed. The employment and dismissal provisions of Article 3, Chapter 19, and Article 5, Chapter 25 of Title 59 of the 1976 Code do not apply to teachers under annual contracts.

Once an annual contract teacher has successfully completed the formal evaluation process, met the criteria set by the local board of trustees, and satisfied requirements established by the State Board of Education for the professional teaching certificate, the teacher becomes eligible for employment at the continuing contract level. At the discretion of the school district in which the teacher is employed, the district may employ the teacher under a continuing contract or terminate the teacher's employment. If employment is terminated, the teacher may seek employment in another school district. At the discretion of the next hiring district, the teacher may be employed at the annual or continuing contract level. An annual contract teacher who has successfully completed the evaluation process and met the criteria set by the local board of trustees, but who has not yet satisfied all requirements established by the State Board of Education for the professional teaching certificate, is eligible for employment under a subsequent annual contract, with evaluation being either formal or informal, at the discretion of the local school district. At the discretion of the school district in which the teacher is employed, the district may employ the teacher under an annual contract or terminate the teacher's employment. If employment is terminated, the teacher may seek employment in another school district at the annual contract level. If at the end of an annual contract year a teacher did not successfully completed the formal evaluation process, or if it is the opinion of the school district that the teacher's performance was not sufficient based on criteria established by the local Board of Trustees, the teacher is eligible for employment under a subsequent annual contract. Formal evaluation or assistance must be provided, consistent with State Board of Education regulations. At the discretion of the school district, the district may employ the teacher under a subsequent annual contract or terminate his employment. If employment is terminated, the teacher may seek employment in another school district at the annual contract level.

An annual contract teacher who has not successfully completed the formal evaluation process for the second time must not be employed as a classroom teacher in a public school in this state for a minimum of two years. Before reentry as an annual contract teacher, he/she must complete a state-approved remediation plan in areas of identified deficiencies. Upon completion of this requirement, the teacher is eligible for employment under an annual contract for one additional year to continue toward the next contract level. The provisions of this subsection granting an opportunity for reentry into the profession are available to a teacher only once.

An annual contract teacher who is not recommended for reemployment at the end of the year may request, within fifteen days after receipt of notice of the recommendation, an informal hearing before the district Superintendent. The Superintendent shall schedule the hearing not sooner than seven and not later than thirty working days after he receives a request from the teacher for a hearing. At the hearing the evidence must be reviewed by the Superintendent. The teacher may provide information, testimony, or witnesses that the teacher considers necessary. The decision by the Superintendent must be given in writing within twenty days of the hearing. The teacher may appeal the Superintendent's decision to the school district Board of Trustees.

An appeal must include:

- (1) a brief statement of the questions to be presented to the Board; and
- (2) a brief statement in which the teacher states his belief about how the Superintendent erred in his judgment.

Failure to file an appeal with the board within ten days of the receipt of the Superintendent's decision causes the decision of the Superintendent to become the final judgment in the matter. The Board of Trustees shall review the materials presented at the earlier hearing, and after examining these materials, the Board may or may not grant the request for a board hearing of the matter. Written notice of the Board's decision on whether or not to grant the request must be rendered within thirty-five calendar days of the receipt of the request. If the Board determines that a hearing by the Board is warranted, the teacher must be given written notice of the time and place of the hearing which must be set not sooner than seven and not later than fifteen days from the time of the Board's determination to hear the matter. The decision of the board is final. The employment and dismissal provisions of Article 3, Chapter 19, and Article 5, Chapter 25 of Title 59 of the 1976 Code do not apply to teachers under annual contracts.

By June 20 of each year, school districts must report to the Department of Education on the success of teachers employed under annual contracts and the employment contract decisions made for the following year.

Continuing Contract - Teachers who have successfully completed an annual contract year may be employed under a continuing contract. Teachers employed under a continuing contract have full procedural rights relating to employment and dismissal as provided for in Article 3, Chapter 19, and Article 5, Chapter 25 of Title 59 of the 1976 Code.

Teachers employed under continuing contracts must be evaluated on a continuous basis. The evaluation may be formal, modified formal, or informal at the discretion of the district. At the discretion of the local district and based on an individual teacher's needs and past performance, the evaluation may be formal or informal. Formal evaluations must be conducted with a process developed or adopted by the local district in accordance with State Board of Education regulations. The formal and modified formal process must include an assessment of a teacher's typical performance for the school year in each Expanded ADEPT Performance Standard and also must include an individualized professional growth plan established by the school or district. Professional growth plans must support the Expanded ADEPT Performance Standards. A formal evaluation may be conducted if there are concerns about teacher's performance. Continuing contract teachers must be notified in writing by *April 15 if they are being recommended for formal evaluation*. Continuing teachers new to the district are evaluated using a modified formal process. Informal evaluations, which should be conducted for accomplished teachers who have consistently performed at levels required by state standards, must be conducted with a goals-based process in accordance with State Board of Education regulations. The professional development goals must be established by the teacher in consultation with a building administrator and must meet the requirements of the state Goals-Based Evaluation Process.

Trades and Industries Teachers

Teachers certified under the trades and industrial (T & I) education certification process are to follow the same sequence of potential contracts as other teachers (i.e., induction, provisional, annual, and continuing). However, T & I teachers who successfully complete an induction contract and who are hired as annual contract teachers may have up to four annual contracts. T & I teachers who have an induction contract and then successfully complete a provisional contract may have up to three annual contracts.

PACE/Critical Needs Teachers

Teachers pursuing certification through an alternative certification program shall be employed, assisted, and evaluated following the same sequence required for regular teachers.

Notification of Employment for Ensuing Year; Notification of Assignment

Before April 30th of each year, the Board of Trustees shall decide and notify, in writing, the teachers, as defined in §59-1-130, in their employ concerning their employment for the ensuing year. If the Board, or the person designated by it, fails to notify a teacher who has been

employed by a school district for a majority of the current school year of his status for the ensuing year, the teacher shall be deemed to be re-employed for the ensuing year and the Board shall issue a contract to such teacher as though the Board had re-employed such teacher in the usual manner. Notices of intent not to renew an employment contract shall be given in writing no later than April fifteenth of each year.

Persons receiving contract renewal notification must sign and return the contract to the Superintendent before May 10th. Failure on the part of the employee to give such notice shall constitute rejection of the contract.

On or before August 15th the Superintendent, principal, where applicable, or supervisor shall notify the teacher of his or her tentative assignment for the ensuing school year. This section shall not apply to any teacher whose contract for employment or dismissal is under appeal under §59-25-450.

Criminal History Check

Prior to the initial employment of a teacher, the local school district shall request a criminal record history from the South Carolina Law Enforcement Division for past convictions of any crime listed in Chapter 3 of Title 16, Offenses Against the Person, any crime listed in Chapter 15 of Title 16, Offenses Against Morality and Decency, and for the crime of contributing to the delinquency of a minor, contained in § 16-17-490. Background criminal screening prior to employment with this school district also includes a search of the National Sex Offender Public Website (www.nsopw.gov).

Verification of Employment Eligibility—E-Verify

Dorchester School District Two Participates in E-Verify. Federal law requires all employers to verify the identity and employment eligibility of all persons hired to work in the United States. This employer will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization.

IMPORTANT: If the Government cannot confirm that you are authorized to work, this employer is required to provide you written instructions and an opportunity to contact the SSA and/or DHS before taking adverse action against you, including terminating your employment. Employers may not use E-Verify to pre-screen job applicants or to re-verify current employees and may not limit or influence the choice of documents presented for use on the Form I-9. In order to determine whether Form I-9 documentation is valid, this employer uses E-Verify's photo screening tool to match the photograph appearing on some permanent resident and employment authorization cards with the official U.S. Citizenship and Immigration Services' (USCIS) photograph.



SECTION 3

SUPPORT STAFF/CLASSIFIED

EMPLOYEE INFORMATION

Support Staff Positions

I. Definitions

Employees who are not required to hold a State certificate are called *classified* in the sense that they are not certificated by the State Department of Education. These employees may also be referred to as support staff. They may be skilled, highly trained, and members of other professions. Non-certificated personnel of the district schools include secretaries, bookkeepers, food service workers, nurses, physical therapists, occupational therapists, teaching assistants, maintenance workers, custodians, bus drivers, adult support, etc.

II. Support Staff Positions

The Board authorizes the Superintendent to establish necessary support staff positions within budgetary limits. The Board may approve the broad purpose and function of the position as recommended by the Superintendent. The Superintendent will be responsible for the employment of a person who meets the stated purpose and function for the position.

Job Descriptions

The Superintendent will be responsible for writing and maintaining job descriptions covering qualifications, essential duties, and other details pertaining to all classified positions in the school system.

Policy GDA, Issue Date 8/00

III. Compensation

The Board will set the salary of all support staff on the recommendation of the superintendent. The Board will set compensation according to the responsibility of the position, the services rendered, the provisions of the district's operational budget and any applicable state and federal laws.

The effective date of all salary changes is July 1.

The salaries for bus drivers will be in line with state guidelines.

IV. Contracts

Except under unusual circumstances, the district does not issue contracts to support staff. The district considers such staff to be "at-will" employees under the provisions of South Carolina law. (See GDEA-R)

Policy GDB, Issue Date 8/00

Support staff (i.e. classified employees) who are invited to return are issued a "Letter of Intent for Classified Personnel."

Criminal History Check

Prior to the initial employment of any employee, the local school district shall request a criminal record history from the South Carolina Law Enforcement Division for past convictions of any crime listed in Chapter 3 of Title 16, Offenses Against the Person, any crime listed in Chapter 15 of Title 16, Offenses Against Morality and Decency, and for the crime of contributing to the delinquency of a minor, contained in § 16-17-490. Background criminal screening prior to employment with this school district also includes a search of the National Sex Offender Public Website (www.nsopw.gov).

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IMPORTANT: If the Government cannot confirm that you are authorized to work, this employer is required to provide you written instructions and an opportunity to contact the SSA and/or DHS before taking adverse action against you, including terminating your employment. Employers may not use E-Verify to pre-screen job applicants or to re-verify current employees and may not limit or influence the choice of documents presented for use on the Form I-9. In order to determine whether Form I-9 documentation is valid, this employer uses E-Verify's photo screening tool to match the photograph appearing on some permanent resident and employment authorization cards with the official U.S. Citizenship and Immigration Services' (USCIS) photograph.

Support Staff Evaluations

- All full-time salaried employees are to be evaluated during their first year of employment
- A signed copy of the evaluation is to be placed in the employee's personnel file at the District Office with a copy being retained at the work site and a copy given to the employee.
- After the satisfactory completion of one year of employment, full-time salaried employees are to be evaluated no less than once every three years. Principals/supervisors are encouraged to evaluate yearly.

The development of a strong, competent support staff and the maintenance of high morale among staff members are major objectives of the board. The major duties of the board regarding classified staff are to establish wage and salary policies which encourage employees to put forth their best efforts and to provide a good atmosphere in which to work. A program of continuous evaluation is necessary for the board to fulfill its duties.

The Board directs the superintendent to develop and implement a program of support staff evaluation. It will be the responsibility of each supervisor to inform the employee in advance of the criteria to be used in the evaluation.

The evaluation system for support staff is designed to measure the level of performance of individual employees and to encourage continued professional development. The evaluation system will not be a contract obligation of the district or a contract right of the employee. It is not intended to create, nor will it be construed to create, an expectation or assurance of continued employment. Neither the substance nor the content of the evaluation will be subject to the grievance process.

Policy GDO, Issue date 11/01

SECTION 4

EMPLOYEE EVALUATION

PROCESS

EMPLOYEE PERFORMANCE REVIEW

The evaluation descriptions contained in this section represent the largest group of employees. All evaluation instruments are available in the principal's/supervisor's office at each school/work site. The process for evaluating induction, annual and continuing contract teachers has been approved by the State Board of Education and is aligned with the ADEPT legislation.

(State Regulation 43-205.1)

All certified employees are formally evaluated their first year in the district.

Orientation – All certified employees will receive a written and oral explanation of the SCTS 4.0 instrument used in the evaluation process, the evaluation timeline, and the criteria for successfully completing the evaluation.

Professional/Certified Employees

Procedural Guidelines:

Induction Contract (Up to three years; Employment and Dismissal Act does not apply.) Novice teachers, speech therapists, media specialists, and guidance counselors must be provided with comprehensive guidance and support through a locally designed induction program which meets state regulation. If successful as defined by the local district, the district may not rehire or rehire on an annual contract. If not successful as defined by the local district, the district may not rehire or hire on an additional induction year status. In Dorchester District Two, induction teachers must successfully complete the induction program and have a final summary rating of Exemplary or Proficient to be eligible for an annual contract.

Annual Contract (Up to four years; Employment and Dismissal Act does not apply.)

Annual Formative (Diagnostic Assistance) Teachers who do not meet standard during the induction years or during the first annual summative (formal) year may be placed on a diagnostic assistance for one year only. During this year the teacher will be provided assistance to remediate areas of identified concern. Following the diagnostic assistance year the teacher must satisfactorily complete the formal evaluation. The district may or may not choose to rehire.

Annual Summative (Formal) (Employment and Dismissal Act does not apply.) Teachers who successfully complete the induction year(s) may be placed on an annual summative evaluation process. Teachers must be formally evaluated with a process based on the Expanded ADEPT educator evaluation system, South Carolina Teaching Standards 4.0 and approved by the State Board of Education. In Dorchester District Two, Expanded ADEPT is the approved consensus-based process for formally evaluating annual teachers. All annual formal contract teachers must complete a Student Learning Objective (SLO) or a professional growth plan supportive of the district strategic plan and school renewal plans. A teacher who successfully completes the formal process and all state requirements for certification is eligible for a continuing contract. The district has the right to hire or not rehire.

An annual teacher who has not successfully completed the formal evaluation process for the second time must not be employed as a classroom teacher in a public school in the state for a minimum of two years.

Annual GBE A teacher who successfully completes the summative evaluation but has not completed state certification requirements may be rehired at the annual level and evaluated formally or informally with a goals-based evaluation process. The district has the right to hire or not rehire.

Teachers working under an annual contract who are not recommended for reemployment at the end of the year may request, within fifteen days after receipt of notice of the recommendation, an informal hearing before the district Superintendent. The Superintendent shall schedule the hearing not sooner than seven and not later than thirty working days after he receives a request from the teacher for a hearing. At the hearing the evidence must be reviewed by the Superintendent. The teacher may provide information, testimony, or witnesses that the teacher considers necessary. The decision by the Superintendent must be given in writing within twenty days of the hearing.

The teacher may appeal the Superintendent's decision to the school district Board of Trustees. An appeal must include:

- (1) a brief statement of the questions to be presented to the Board; and
- (2) a brief statement in which the teacher states his belief about how the Superintendent erred in his judgment.

Failure to file an appeal with the Board within ten days of the receipt of the Superintendent's decision causes the decision of the Superintendent to become the final judgment in the matter. The Board of Trustees shall review the materials presented at the earlier hearing, and after examining these materials, the Board may or may not grant the request for a board hearing of the matter. Written notice of the Board's decision on whether or not to grant the request must be rendered within thirty-five calendar days of the receipt of the request. If the Board determines that a hearing by the Board is warranted, the teacher must be given written notice of the time and place of the hearing which must be set not sooner than seven and not later than fifteen days from the time of the Board's determination to hear the matter. The decision of the Board is final.

Continuing Contract (On-going contract transferable to any district in the state – Employment and Dismissal Act applies.) Continuing contract teachers must be evaluated on a continuous basis. Evaluations may be formal (Expanded ADEPT) or informal (Goals-Based) or (SLO) based on the individual teacher's needs and past performance. Continuing contract teachers who are performing up to expectations may be evaluated using Student Learning Objective (SLO) or the Research and Development Goals-Based Evaluation. Continuing contract teachers new to the district are eligible to be evaluated using Student Learning Objective or the Research and Development Goals-Based Evaluation and may be formally observed during the school year.

Continuing contract teachers who have identified weaknesses in performance may be placed on the formal evaluation process (Expanded ADEPT) or may be placed on Competence Building GBE at the discretion of the school administrator. Currently employed teachers must be notified by April 15 if they are to be placed on Expanded ADEPT. Teachers on the formal evaluation process must complete an assistance plan designed to remediate identified areas of weakness in the Performance Standards and be evaluated by a three-person team. Teachers placed on Competence Building GBE must develop goals to address the specific standards that have been identified as needing improvement.

- Districts are required to report contract status and evaluation results to the South Carolina State Department of Education.
- A signed copy of the evaluation is to be placed in the employee's personnel file at the District Office.

SECTION 5

STAFF RIGHTS AND RESPONSIBILITIES

Concerns, Complaints, and Grievances

Purpose: The purpose of this grievance procedure is to settle, at the lowest possible administrative level, employee complaints relating to contracts, salaries, and working conditions. Working conditions refer to class loads, planning time, physical facilities, activities and so forth. This procedure does not apply to reassignment of administrators in accordance with S.C. Ann 59-25-15 (1998 Supp.). All proceedings shall be confidential and any disposition of the case shall not be made public without the agreement of all parties.

Definition(s):

Grievance: A complaint by any member of the staff of the district schools based upon alleged violation of personal or professional rights. It may be initiated orally or in writing at Level One and should be done within a reasonable time following the act or condition that is the basis of the complaint. At all levels beyond Level One, the grievance must be in writing. **The following will not be considered grievances under this procedure as they are covered by other policies: dismissal, non-renewal/demotion, and reassignment of administrators.**

Provisions:

1. During the grievance procedure, the employee shall continue to perform all duties and observe all applicable rules and regulations of the District until the grievance has been resolved.
2. The aggrieved, in his/her written request for a hearing on any level, must indicate if he/she intends to have legal counsel present at the particular level.
3. Each party will pay and be responsible for individual costs incurred, including but not limited to legal fees.
4. The grievance procedure will not be construed as limiting the right of an employee to discuss a concern with a member of the District's administration.
5. An administrator or supervisor may not deny or restrict any rights or privileges of any employee who has initiated a grievance.
6. Failure at any step of this procedure to appeal the grievance to the next level within the specified time limits shall be deemed acceptance of the decision rendered at that level.
7. Beginning with Level One, the employee, supervisor or administrator may request a fellow employee, department head or supervisor, administrator, or other staff member to participate in a grievance as a conferee.

Policy GBK Issue Date 3/25/02

Procedure:

1. **Informal Complaint:** When an employee feels that a grievance exists, the matter will first be discussed with the principal or immediate supervisor in an effort to resolve the problem informally. The employee and the principal or immediate supervisor will confer on the grievance with a view toward arriving at a mutually satisfactory resolution of the complainant. This should be done in five school days unless prohibited by extenuating circumstances. At the conference, the aggrieved may appear alone or be accompanied by a mutually acceptable staff member. Principals and district office staff will be accorded the same privilege.
2. **Level One-Formal Complaint to Principal /Immediate Supervisor:** If the problem is not resolved to the satisfaction of the aggrieved at the Informal Level, a formal grievance may be submitted to the principal or immediate supervisor. The grievance will be in writing and specify: (a) the nature of the grievance; (b) the nature of the extent of the injury, loss, or inconvenience; (c) the results of previous discussions; and (d) reasons for dissatisfaction with decisions previously rendered. The principal or immediate supervisor will communicate his or her decision to the aggrieved in writing within three school days of receipt of the written grievance.
3. **Level Two-Appeal to the Superintendent:** If the grievance is not resolved at Level One, the aggrieved employee may appeal in writing to the Superintendent within five school days of receipt of the Level One decision.

The Superintendent may refer the aggrieved to another member of the district office staff who has jurisdiction to deal with and help resolve the matter as stated in the grievance.

The Level Two supervisor or his/her designee and any appropriate parties shall investigate and conduct an appeal conference with the aggrieved within five school days, unless the parties agree to a delay for mutual convenience. A written decision will be rendered to the aggrieved employee within five school days.

If the appeal relates to a complaint regarding the Superintendent, Level Two is preempted, and the appeal shall proceed to Level Three.

4. **Level Three-Appeal to the Board:** In the event the aggrieved is not satisfied with the disposition of the grievance at Level Two, the aggrieved may submit a written appeal to the chairman of the Board within five school days following receipt of the Level Two decision.

A request for a hearing before the Board may be made along with a request that the Superintendent submit a summary of the lower grievance proceedings to the Board. All hearings before the Board shall be closed to the public. Unless the board requests otherwise, the parties will not be allowed to present witnesses at the hearing.

The Board shall notify the aggrieved of its decision in writing within five school days after the hearing. In the event a hearing is not requested, the Board will render its decision within 30 days of receipt of the appeal. The decision of the Board will be final.

S.C. Ann 59-25-15 (1998 Supp.)

Policy GBK-R Issue Date 3/25/02

Personnel File

Each contracted and/or salaried employee in the district has a personnel file which is maintained in the district's Personnel Office. This file is established upon employment and contains the following items:

- Original completed employment packet
- Tuberculosis test results
- I-9 Form
- Copies of all district evaluations
- Any letters of reprimand/commendation from supervisors

All information in an employee's personnel file is deemed confidential and is designed for the district's sole use with the exception of Court Subpoenas. Items sent directly by employees are not accepted or placed in the file. Only those items which pertain to the performance status of an employee are accepted.

All employees should be aware of the contents of their personnel file. Each employee has the right to review his/her personnel file. Employees must request an appointment to schedule a time for review. The review will take place in the presence of the Director of Personnel or the Assistant Director of Personnel.

Verification of Employment

There are times when verification of an employee's work experience or salary is requested by a lending agency or other institution. Information pertaining to salary will and can only be provided with the written consent of the employee.

Professional Personnel Transfer

The board realizes that the selection, assignment and transfer of professional staff members can and does have a significant impact on the welfare of our students, program integrity and staff morale.

In order to provide for an effective, equitable process for professional staff transfers, the board issues the following guidelines.

- The welfare of our students and the needs of the district will be major factors to be considered in any such deliberations.
- Additional factors that may be considered include, but are not limited to, teacher qualifications, seniority in the district, administrative needs and staff request.
- Transfers will not be instituted that in any way affect the accreditation ratings of the involved sites and/or the district.

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- The point system described and outlined in this administrative rule will be used in general to determine transfer status of professional staff members.
 - Student welfare, program integrity and the needs of the district will take precedence over any procedures currently in use or any that may be developed later for professional staff transfer.
 - All staff members are reminded that they are employees of the district, not of a particular school, site or program.
 - The board and/or its designee will reserve the right to affect any staff transfers when the need arises, the existence of a particular or specific process for transfer notwithstanding.

The purpose of these procedures is to provide an orderly and equitable procedure for the transfer of professional employees should it become necessary, keeping in mind that the welfare of the students and of the educational process will always be primary factors to be considered in any such process or procedure.

When a new school is formed or transfers from an existing school must be made because of a shift in subjects or grade levels, the following procedures will be used to decide transfers.

- A determination will be made by the superintendent or his/her designee of the position(s) to be created or transferred. All employees will be given an opportunity to state preferences for positions and/or schools.
- Employees who wish to transfer to another school or position will file a transfer request form with the superintendent or his/her designee.
- When an entire grade level or portion of a grade level is moved from one school to another existing school, the positions are not considered vacant. Individuals desiring to change grade levels may apply only for vacant positions.
- In the determination of requests for reassignment and/or transfer, the wishes of the individual employee will be honored to the extent that the teacher is certified for the position and the principals of the schools involved in the transfer do not object.
- Preference for transfer to vacant positions or for remaining in a position or at a school will be determined by the highest retention score which will be computed by adding together the following factors.

1. Service to the District

One point will be awarded for every year of service to the district including the current year. One additional point for every five years of continuous service to the district (Example: 15 years of service in district = 15 points + 3 points for 3 units of 5 = 18 points).

2. Academic Preparation

The following points will be awarded in each of the various levels of preparation.

Bachelor's degree.....	4 points
Bachelor's degree plus 18 hours.....	5 points
Master's degree	6 points
Master's degree plus 30 hours.....	7 points
Doctoral degree.....	8 points
National Board Certification.....	2 points

3. Length of Service (both in and out of the district)

One point will be awarded for every five years of teaching service as reflected on the certificate issued by the state department of education.

4. Service to the School

When the desired position is within the employee's own school, one point will be added for each year in that school.

Every effort will be made to effect voluntary transfers. A person who is involuntarily transferred will be given two permanent points to add to his/her retention score. Any employee who is not satisfied with his/her voluntary or involuntary transfer has the right to appeal using the established grievance procedure.

Policy GCKAA-R, Issued 2/11/91; Revised 5/10/93, 7/13/09, 10/9/00

Resignation of Instructional Staff/ Administrative Staff

Any professional staff member who wants to cancel or terminate a contract must state his/her desire in writing to the Superintendent. The district is under no obligation to release an employee from a contract except as set out below. For such resignation to be effective, it must be accepted in writing by the Superintendent.

When the Superintendent does not accept a resignation and the employee fails to continue to perform his/her contractual duties, the superintendent will report such breach to the State Board of Education and request that appropriate action be taken against the employee for failure to comply with contractual obligations. Both state law and state board of education regulation provide for suspension or revocation of the professional certificate under such circumstances.

Contract releases:

The Board will not release an employee from his/her contract after July 1 except under one of the following conditions:

- Circumstances beyond the employee's control (ex., military/business transfer of spouse)
- Serious illness of employee
- Promotion

The employee must submit a request for contract release in writing to the Superintendent 30 days prior to the deadline set forth above.

The district reserves the right not to release the employee if written notice is not given before the date specified above or a suitable replacement has not been found.

Until an employee has been formally released from his/her contract, the district expects the employee to report for duty on the first day of the contract or to continue to report for duty if the request for release is made mid-year.

If a teacher signs a new contract without having been properly released from a previous contract, the new contract is considered to be void.

Policy GCQC/GCQD, Issue Date 08/00

Discipline, Suspension, and Dismissal of Professional Staff

It is the responsibility of the school administration to operate the public schools of the district in a manner that will maintain a broad community confidence in and support of the public schools of the district. In the absence of such support, the district cannot maintain a strong, effective public education program.

Therefore, it is the policy of the Board to remove from employment any professional staff member who fails or who may be incompetent to give instruction in accordance with the directions of the Superintendent or who otherwise manifests an evident unfitness for teaching. Principals should be actively involved in this process for their schools.

Any action of the district under this policy will be taken pursuant to the provisions of the Teacher Employment and Dismissal Act, Section 59-25-410, *et. seq.*, Code of Laws of South Carolina 1976, as amended. (The Teacher Employment and Dismissal Act does not apply to teachers on induction or annual contracts.)

Professional Personnel Reduction in Force

1. General Statement of Policy

Under South Carolina law, the board is responsible for maintaining good public elementary and secondary schools. The Board is also responsible for implementing the educational interests of the state. The Board's primary consideration is the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the school district. The Board recognizes, however, that it may become necessary to eliminate certified staff positions in certain circumstances. Therefore, the Board publishes this policy to provide a fair and orderly process should such eliminations become necessary.

2. Reasons for Elimination of Certified Staff Positions

The Board has the sole and exclusive prerogative to eliminate certified staff positions consistent with the provisions of state statutes. This elimination should not result in a failure in its duty to implement the educational interests of the state and to provide good public elementary and secondary schools.

The Board may find it necessary to eliminate certified staff positions because of decreases in student enrollment, changes in curriculum, financial exigency or other circumstances as determined by the Board.

3. Definitions (as used in this policy)

- A. "Days" means calendar days.
- B. "Teacher" means any employee of the district who holds a certificate issued by the South Carolina State Department of Education and is employed in a teaching or administrative position below the rank of superintendent.
- C. "Financial exigency" means any significant decline in the district's financial resources that is brought about by the decline in enrollment or by other actions or events that compel a reduction in the school's current operations budget.
- D. "Change in curriculum" means any elimination, curtailment or reorganization of curriculum offering, program or school operation or a reorganization or consolidation of two or more individual schools that is unrelated to financial exigency.

4. Procedure

- A. Before it begins action to not renew teacher contracts under this procedure, the Board will consider its ability to eliminate positions and/or reduce staff by the following methods:
 - 1. voluntary retirement
 - 2. voluntary resignation
 - 3. transfer of existing staff members
 - 4. voluntary leaves of absence
 - 5. salary reductions
 - 6. part-time employment
- B. In the event further reduction is required, the Board will adhere to the following guidelines:
 - 1. Reduction in force will be on a district-wide basis. Therefore, the Superintendent is not limited to considering for RIF termination only those teachers in a particular school, area or program in which the loss of enrollment, program change or financial exigency has occurred.

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2. Once the Board (after consulting with the Superintendent) has determined that a reason set forth in definitions section requires an elimination of certified staff positions, the Superintendent will, after considering the possibilities set forth under procedures, determine which positions must be eliminated. The Superintendent will present his or her recommendations to the Board for approval.
 3. Once the Board has approved the elimination of the specified positions or changes to be made in programs, the Superintendent will use specified criteria to select those teachers who are to be considered for nonrenewal. The Superintendent will make a recommendation to the Board based on the application of the following criteria with appropriate point values as assigned to each set of criteria.
 - a. Service to the District - One point will be awarded for every year of service to the district including the current year. One additional point for every 5 years of continuous service to the district (Example: 15 years of service in district = 15 points + 3 points for 3 units of 5 = 18 points).
 - b. Academic preparation - The following points will be awarded in each of the various levels of preparation:

Bachelor's Degree.....	4 points
Bachelor's Degree plus 18 hours.....	5 points
Master's Degree.....	6 points
Master's Degree plus 30 hours.....	7 points
Doctoral Degree.....	8 points
National Board Certification	2 points
 - c. Length of Service (Both in and out of the district) - One point will be awarded for every 5 years of teaching service as reflected on the certificate issued by the State Department of Education.
 - d. Total years of teaching experience in public schools
 - f. Qualifications and ability i.e. teaching experience in other areas which may be available, as determined by the district evaluation procedure in light of needs of the district at the point in time that reduction in force decisions are being made.

5. Notice to Individual Teacher

If, after considering the Superintendent's recommendation, the Board acts to terminate employment of a teacher or teachers, the Board will give written notice of that decision to

the affected teacher. The Superintendent will send the written notice by certified mail, return receipt requested. The notice will include a statement of the conditions requiring termination of employment. Appropriate district staff will also make every attempt to contact the teacher in person to explain the situations and decisions.

The District will assume that the teacher's address as it appears on the school district record is the correct address. It is the teacher's responsibility to see that the district has his or her current address on file.

6. Review of Individual Terminations

A teacher may request a review of the Board action, provided such request is made within 10 calendar days after his or her receipt of the notice of termination. The only purpose of the review will be to determine whether the decision to terminate was arbitrary or capricious or generated by ill-will, fraud, collusion or other such motives with respect to that individual.

The request for review must be in writing and addressed to the chairperson of the Board. The request must clearly state the grounds on which the teacher contends the decision was arbitrary or capricious or generated by ill-will, fraud, collusion or other such motives. The request must include a short, plain statement of facts that the teacher believes supports the contention.

The Board will hold a hearing within 30 calendar days after they receive the request. The Board will give the teacher at least five days' notice of the hearing.

The Board will conduct the hearing informally, in public or in private as the teacher may wish. The teacher and the Superintendent may each be accompanied by legal counsel. The Board will consider only the evidence that is presented at the hearing. The Board will only consider the evidence that it considers fair and reliable. The Board members, teacher and Superintendent may question all witnesses.

Except as herein provided, the chairperson of the Board will control the hearing.

The hearing will begin with the teacher's presentation of contentions. This presentation will be limited to those grounds specified in the request for a hearing and supported by such proof as he or she desires to offer.

When the teacher concludes his or her presentation, the Board will consider whether the proof offered in support of the contention establishes the contention, unless it is not rebutted. This consideration will take place in executive session.

If the Board determines that the contention has not been established, it will notify the parties and conclude the hearing. This action finally determines the decision to terminate.

If the Board determines that rebuttal is desirable, it will notify the parties, and the hearing will proceed. The Superintendent may then present, in rebuttal of the teacher's contention or in general support of the decision to terminate, such testimonial or documentary proofs as he or she desires to offer, including his or her own testimony.

After the Superintendent completes his or her presentation, the Board will consider the matter in executive session. The burden is on the teacher to satisfy the Board by clear and convincing evidence that the decision to terminate was arbitrary or capricious, or generated by ill-will, fraud, collusion or other such motives.

If the Board determines that the teacher did not establish his or her contention, it will, by a simple unelaborated statement so notify the teacher and the Superintendent. Such a determination finally confirms the decision to terminate. If the Board determines that the teacher's contention has been established, it informs him/her and the Superintendent by a written notice that states what corrective action must be taken.

7. Obligations with Respect to Re-employment or Other Employment

A. For two years after the effective date of a termination pursuant to this policy, the Board will not replace the teacher whose employment has been terminated without first offering the position to the terminated teacher. The Board will make the offer by certified mail, return receipt requested. The Board will notify the teacher that he or she must submit written acceptance within 15 calendar days. Failure to make written acceptance within 15 calendar days or rejection of the position eliminates all re-employment rights of the teacher.

B. If the teacher is recalled within two years, the district will restore all of the sick leave and unused personal leave he or she had accrued on the effective date of the layoff.

If the teacher whose employment has been terminated requests assistance, the school district will give him reasonable assistance in finding other employment.

8. Exclusive RIF Procedure

This RIF procedure is the only procedure that may be used in a reduction in force. Any existing procedure for reconsidering or examining an employee discharge, non-reappointment, or grievance is not available for considering an issue that arises from a reduction in force. Similarly, no other personnel action other than a reduction in force may be considered under this RIF procedure.

Policy GCQA, Issue Date 10/00, Revised 8/07, 3/08, 7/09

Support Staff Assignments, Transfers, Dismissal and Resignations

1. Transfer and Assignment

Assignment

All personnel are employed by the district, not a particular school.

The Superintendent will assign or reassign support staff members on the basis of their qualifications, the needs of the district and their expressed desires. When he/she cannot meet all three conditions, the Superintendent will assign personnel in this order:

First, in accordance with the needs of the district and its students

Second, where the administration believes the employee is most qualified to serve

Third, as to expressed preference of employees

Transfer

The transfer of a support staff member from one school to another may be initiated by the staff member, by the principal of the school or by the Superintendent. In the case of a transfer initiated by the staff member and with all other considerations regarding assignment being equal, the administration will grant employee preferences for transfer in order of seniority in the district subject to the approval of the principals involved.

2. Discipline/Suspension and Dismissal of Support Staff

Support staff employees, unless otherwise designated by contract, will be considered “at will” employees and will be employed for such time as the district needs or desires the services of such employees.

The board authorizes the superintendent to discipline, suspend, or dismiss support staff as required. Principals should be actively involved in this process for their school.

3. Support Staff Resignation

A support staff member who wishes to terminate his/her employment with the district may submit a letter of resignation to his/her supervisor. The supervisor will forward the request to the Superintendent and/or his/her designee. The staff member should submit this letter two weeks before the desired termination date.

The Superintendent will present a list of resignations to the board, as appropriate.

Policy GDQD, GDQB, Adapted 8/87, Revised 5/10/93, 8/28/00, 7/25/22

Legal References:

A. S.C. Code of Laws 1976, as amended:

1. Section 59-18-1300 - District accountability system.

Fair Labor Standards Act

The board recognizes that the district is subject to the provisions of the Fair Labor Standards Act. This Act includes provisions applicable to school districts relating to minimum wage and overtime pay for non-exempt employees.

The district will pay a minimum wage on an hour-by-hour basis to all district employees, either part time or full time, permanent or temporary which is no less than the federal minimum wage, except under designated training and apprenticeship programs exempt under special U.S. Department of Labor certification.

The board also recognizes that it may occasionally be necessary for non-exempt persons to work more than 40 hours during a given work week. Individuals will be paid time-and-a-half (in money or compensatory time off) for each hour of overtime worked. No overtime, as defined by the FLSA, will be required or permitted without authorization from the employee's immediate supervisor.

The district requires all employees who are subject to the provisions of the FLSA to complete a daily time record showing actual hours worked. Failure to maintain or falsification of such records may be grounds for disciplinary action.

The administration will maintain records and establish regulations that are consistent with this policy and the requirements of the Fair Labor Standards Act.

Minimum Wage

The minimum wage paid on an hour-by-hour basis to all employees, either full or part time, permanent or temporary, will be at the approved rate as determined by the federal government, except under designated training and apprenticeship programs exempt under special U.S. Department of Labor certification.

Work Week

A work week will be a continuous period of 168 hours in the form of seven consecutive 24-hour periods. The district workweek begins at 12:01 a.m. each Monday for all employees and runs for seven consecutive days. Each workweek stands alone for the purpose of determining overtime pay for non-exempt employees.

Hours worked

Hours worked means all hours during which the individual is required to be on duty - generally from the required starting time to normal quitting time. Meal periods do not count as hours worked unless the individual is required to perform work duties during the meal period. Break periods of 20 minutes or longer do not count as work time as long as the employee is completely relieved from duty during the break.

Travel

Ordinary travel time from home to a base location or vice versa is not work time. Official travel that occurs during an individual's regular working hours will be considered hours worked.

Leave

Time taken for annual leave, sick leave, leave without pay or other leave taken for the purpose of jury duty, military assignment or death in the family will not be counted as time worked and is therefore not counted as compensable time for the purpose of overtime pay.

Part time in different capacity

If individuals are employed in one capacity but voluntarily work part time in a different capacity on an occasional or sporadic basis, the hours logged in the secondary capacity will not be counted as hours worked for overtime purposes.

Substitution in same capacity

Employees, at their own option but with the approval of the employer, may substitute during scheduled hours for other employees employed in the same capacity. In the case of such substitution, the hours involved are credited to the scheduled employee and not to the substitute employee. The employer need not maintain a record that the substitution has taken place.

Overtime hours

Overtime hours will be held to a minimum consistent with the needs and requirements of sound and orderly administration. All overtime hours worked by non-exempt employees must be scheduled and duly authorized. With respect to the payment of overtime in money, or in compensatory time, the district will have the discretion to determine which method of payment to choose. The district reserves the right to require employees taking compensatory time to schedule comp time in minimal increments of four hours. This requirement is subject to change by the district upon written notification to all affected employees.

Where an employee in a single work week works at two or more different types of work for which different straight-time rates have been established, the employee's regular rate for that week is the weighted average of such rates. (That is, the earnings from all such rates are added together.) This total is then divided by the total number of hours worked at all jobs.

Compensatory time off

Non-exempt employees who work more than 40 hours during any workweek may be awarded compensatory time off ("comp time"). Comp time will be awarded at the rate of one and one-half hours for each hour of overtime worked.

Comp time may be accrued up until 240 hours (160 overtime hours). Overtime work beyond this maximum accrual will be monetarily compensated at the rate of one and one-half times the individual's normal hourly rate of pay.

Every effort will be made to permit the use of comp time at the time mutually agreed upon by the individual and his/her supervisor. However, where the absence would unduly disrupt the district's operations, the district retains the right to postpone comp time usage.

Time off later for working on an official holiday will not be considered compensatory time off but as a delayed holiday. Employees who are required to work on an announced holiday must be given equal time off within the same fiscal year.

Monetary compensation

Non-exempt employees who work in excess of 40 hours per workweek will be paid at one-and-one-half times their regular rate.

Termination

Individuals with unused comp time who are terminated or who terminate their employment will be paid for unused comp time at one and one-half times their final regular rate of pay or for the average regular rate of pay for the final three years of employment, whichever is higher.

Volunteers

A volunteer is defined as an individual who receives no compensation or who is paid expenses, reasonable benefit or a nominal fee to perform the services for which the individual volunteered and such services are not the same type of services which the individual is employed to perform for the district.

Students

Vocational students performing work as part of a curriculum are students and not workers. Students helping in office capacities for short periods of time are volunteers and not employees.

Exclusions

Executive, administrative and professional employees will be considered exempt if they meet all of the following respective duties tests for exemption from coverage under the law.

Highly compensated employees

Employees who perform office or non-manual work and earn a salary of at least \$100,000 per year will be completely exempt from coverage in that they regularly and customarily perform at least one of the duties of an exempt executive, administrative or professional employee. The \$100,000 compensation can include bonuses and commissions, but not benefits.

Executive

The employee's primary duty consists of the following.

- The employee must manage the enterprise or a customarily recognized department or subdivision.

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- The employee must customarily and regularly direct the work of at least two or more other employees.
 - The employee must have the authority to hire or fire other employees; or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight.

The employee must be paid on a salary basis at a rate of at least \$455 a week exclusive of board, lodging or other facilities.

Administrative

The employee's primary duty consists of the following.

- performance of office or non-manual work directly related to the management or general business operations of the employer or the employer's customers
- includes the exercise of discretion and independent judgment with respect to matters of significance

The employee must be paid on a salary or fee basis at a rate of not less than \$455 a week exclusive of board, lodging or other facilities.

Professional

The employee's primary duty consists of the following.

- work requiring advance knowledge (defined as work which is predominately intellectual in character, and which includes work requiring consistent exercise of discretion and judgment) in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study
- work requiring invention, imagination, originality or talent in a recognized field of artistic or creative endeavor

The employee must do work that is predominately intellectual and varied as distinguished from routine mental, manual, mechanical or physical duties.

The employee must be paid on a salary or fee basis at a rate of not less than \$455 a week exclusive of board, lodging or other facilities. This does not apply to teachers or other certified staff.

Computer employees

The employee's primary duty consists of the following.

the application of systems analysis techniques and procedures, including consulting with users to determine hardware, software or system functional specifications
the design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications

Permissible deductions

The district can take deductions from an exempt employee's salary for violations of workplace conduct rules without risking the loss of the exempt employee's status.

Safe harbor rule

The district will lose overtime exemptions if and when it has an actual practice of making improper deductions from an employee's salary. The district may utilize a "safe harbor" to reduce the risk that improper deductions will destroy an exemption by ensuring the following.

- has a clearly communicated policy prohibiting improper deductions and includes a complaint mechanism
- reimburses employees for any improper deductions
- makes a good faith commitment to comply with FLSA regulations in the future

The district will lose the protection of the "safe harbor" if it willfully violates the above provisions and continues to make improper deductions.

Record-keeping

Exempt employees

The following records must be kept for each employee.

- name and identifying number
- home address
- birth date, if the employee is under 19
- sex and occupation in which employed

Non-exempt employees

The following records must be kept for each employee.

- name and identifying number
- home address
- sex and occupation in which employed
- time and day on which his/her workweek or work period begins and length of the work period
- regular rate of pay for any workweek or work period
- hours worked each day and each workweek or work period
- total daily, weekly or work period straight-time earnings (includes one time, but not time and one-half pay for overtime)
- overtime excess compensation (the "half time" or more extra compensation for overtime)
- total additions to or deductions from wages paid each pay period
- total wages paid each pay period
- date of payment and the pay period covered by the payment

Retention of records

Preserved for three years

- payroll records
- certificates, agreements, plans, notices, etc. (e.g. contracts, written agreements or memoranda summarizing the terms of oral agreements)
- sales and purchase records

Preserved for two years

- supplementary basic records, such as basic employment and earnings records, wage rate tables and work time schedules
- order, shipping and billing records
- records of additions to or deductions from wages paid
- records which explain the basis for payment of any wage differential to employees of the opposite sex in the same establishment (29 C.F.R. Sec 516.6)

Policy GDBC-R, Issued 8/87; Revised 5/10/93, 2/28/05, 8/28/00

Employee Rights and Responsibilities--Sexual Harassment

The policy of the district forbids discrimination against any employee or applicant for employment on the basis of sex. The Board will not tolerate sexual harassment activity by any of its employees. This policy also applies to non-employee volunteers or any other persons who work subject to the control of school authorities.

Definitions

Conduct of Sexual Nature

Conduct of a sexual nature may include, but is not limited to the following.

- verbal or physical sexual advances, including subtle pressure for sexual activity;
- touching, pinching, patting, or brushing against;
- comments regarding physical or personality characteristics of a sexual nature;
- sexually-oriented “kidding”, “teasing”, double-entendres, and jokes;
- any harassing conduct to which an employee would not be subjected but for such employee’s sex.

Unwelcome Conduct of a Sexual Nature

- Verbal or physical conduct of a sexual nature may constitute sexual harassment when the allegedly harassed employee has indicated, by his or her conduct, that it is unwelcome.
- An employee who has initially welcomed such conduct by active participation must give specific notice to the alleged harasser that such conduct is no longer welcome in order for such subsequent conduct to be deemed unwelcome.
- The district prohibits any conduct of a sexual nature directed toward its employees, and shall presume that any such conduct is unwelcome.

Sexual Harassment prohibited

For the purposes of this policy, unwelcome sexual advances or requests for sexual favors, and other unwelcome conduct of a sexual nature, constitute prohibited sexual harassment if:

- Submission to the conduct is made either an explicit or implicit condition of employment.
- Submission(s) to or rejection(s) of the conduct is used as a basis for employment decisions, actions, or assessments that favor or adversely affect the harassed employee.
- The conduct unreasonably and substantially interferes with an employee’s welfare or professional performance, and/or creates an intimidating, hostile, or offensive work environment.

Specific Prohibitions

Administrators and Supervisors

- It is sexual harassment for an administrator to use his or her authority to solicit sexual favors or attention from subordinates when the subordinate's failure to submit will or may result in adverse treatment, or when the subordinate's acquiescence will result in preferential treatment.
- Administrators and supervisors who either engage in sexual harassment or tolerate such conduct by other employees shall be subject to appropriate disciplinary action.

Non-managerial and Non-supervisory Employees

- It is sexual harassment for a non-administrative or non-supervisory employee to subject other such employees to any unwelcome conduct of a sexual nature. Employees who engage in such conduct shall be subject to appropriate disciplinary action.

Responsibility

Each administrator, supervisor, faculty member, and staff member will strive to provide a work environment free from sexual harassment.

Filing a Complaint

It is the express policy of the district to encourage victims of sexual harassment to report such claims. Any administrator, supervisor, faculty member, or staff member who feels that he or she has been directly the victim of sexual harassment by a district employee may file a complaint. A complainant should begin the complaint procedure by initiating the informal consultation, after which a formal complaint for investigation may be filed according to the Administrative Rule for Sexual Harassment. The investigation will be conducted in such a manner as to reasonably protect the privacy of those involved and concluded within a reasonable period of time. Nothing in district policy requires the complainant to present the complaint to the person who is the subject of the complaint. A formal complaint must be filed within 150 calendar days of the alleged occurrence.

However, no one should be precluded from filing an informal complaint at any time; or from pursuing a claim of sexual harassment with the Equal Employment Opportunity Commission or the South Carolina Human Affairs Commission.

Policy of Non-Reprisal

Privacy and discretion to the extent available will be maintained. No employee/applicant for employment may be subject to restraint, interference, coercion, reprisals or retaliation as a result of the good faith reporting of charges of sexual harassment, for seeking information about sexual harassment, filing a sexual harassment complaint, or serving as a witness.

Sanctions

Any employee found to have engaged in sexual harassment, including willful false accusation of sexual harassment, shall be subject to appropriate disciplinary action, including, but not limited to, warning or reprimand, suspension, or termination, subject to applicable procedural requirements.

Education of the School District Community

The district has an obligation to make its employees aware of this sexual harassment policy and its various provisions. It will be the responsibility of the Assistant Superintendent for Administration to make every effort to ensure that all members of the district community are informed and that new employees receive this information near or at the beginning of their period of association with the district.

Sexual Harassment

The policy of the district recognizes that in order to maintain an environment in which the dignity and worth of all students of the district are respected, sexual harassment must be prohibited. The Board has adopted policy GBAA to provide direction to this process. The following procedures have been developed and approved by the Board to implement this policy.

A. Definition

Sexual harassment is defined in policy GBAA. (Issued 8/20)

B. Examples of prohibited behavior

Prohibited acts of sexual harassment may take a variety of forms ranging from subtle pressure for sexual activity to physical assault. Examples of the kinds of conduct included in the definition of sexual harassment include but are not limited to:

- Threats or intimidation of sexual relations or sexual contact which is not freely or mutually agreeable to both parties.
- Continual or repeated verbal abuses including graphic commentaries, innuendoes, comments, jokes, or propositions of a sexual nature;

unwelcome touching or interference with movement; the visual display of derogatory cartoons, drawings or posters; or suggestive or insulting sounds, leering, whistling, or obscene gestures.

3. Threats or insinuations that the student's educational opportunities, grades, assignments, or other educational conditions may be adversely affected by not submitting to sexual advances.

IX. Reporting

An aggrieved individual is encouraged to inform the person engaging in sexually harassing conduct that such conduct is offensive and must stop. If the aggrieved person is not comfortable with direct communication, or if direct communication is unsuccessful, the aggrieved person should initiate the complaint procedures described below.

X. Complaint Procedures

A. Informal Consultation

The purpose of informal consultation is to clarify what constitutes sexual harassment, to provide guidance and information on administrative procedures, and to resolve inadvertent cases of harassment. A request for informal consultation should be directed to either the immediate Supervisor, the Assistant Principal, the Principal, or the Assistant Superintendent for Administration. The individual who receives the request for informal consultation must inform the complainant about the options available under this policy. Anyone else receiving a complaint should encourage the complainant(s) to request an informal consultation or should notify one of the designated individuals directly.

Contact with any of the designated individuals may conclude in one or more of the following options:

1. Complainant decides that no sexual harassment has occurred. In this case, no further action will be taken, and the consultation will remain entirely confidential.
2. Complainant decides that sexual harassment has occurred but chooses not to pursue further action. The consultation will remain reasonably private.
3. Complainant decides that sexual harassment has occurred and requests that an informal resolution be pursued. At this point the complainant must be advised that, depending upon the circumstances of the complaint, it may be impossible to protect the complainant's identity from the accused.
4. Complainant decides that sexual harassment has occurred and chooses to file a formal complaint for investigation.

Documentation that the informal consultation has taken place should be made and kept and should include a written statement from the complainant and/or notes taken by the consultant. If such notes are kept, the complainant should be so advised, and the notes should be reviewed by the complainant for accuracy. If the name of an accused is revealed during the informal consultation, the accused should be advised of the allegations.

B. Formal Complaint

1. Filing a Complaint

After completing the informal consultation step, a complainant who wishes to file a formal complaint for investigation and possible action should do so with the assistance of the individual who conducted the informal consultation, who will complete a Sexual Harassment Complaint Form and refer the matter to the Assistant Superintendent for Administration, or his designee, who will conduct an investigation. Once a formal complaint has been filed, it will proceed through all steps set forth below.

2. Investigation

The purpose of the investigation is to establish whether there is a reasonable basis for believing that the alleged violation of this policy has occurred. In conducting the investigation, the Assistant Superintendent for Administration, or his designee, will interview the complainant and the accused and will normally interview other persons believed to have pertinent factual knowledge. While it may be necessary at times to reveal the name of the accused or the complainant(s), reasonable privacy will be maintained by all personnel involved when possible. Failure to maintain the reasonable privacy of the investigation could result in disciplinary action. The investigation will afford the accused an opportunity to respond to the allegations. Within a reasonable period of time (normally 30 calendar days from the time the complaint was filed), the investigator will provide both the complainant and the accused with written notification that the investigation has been completed, that a written report has been sent to the immediate supervisor of the accused (or his or her supervisor if the immediate supervisor is the accused), and that they will be notified as to what further action, if any, will be taken.

3. Process of Formal Action

After receiving a written report of the findings of the investigation from the Assistant Superintendent for Administration, the immediate supervisor (or the immediate supervisor's supervisor, if the immediate supervisor is the accused), of the accused will initiate a consultation with the Assistant Superintendent for Administration. Based upon the report and the consultation, the immediate supervisor or his or her supervisor, if

appropriate, will decide upon one of three possible courses of action:

- a. a judgment that the allegations are not warranted;
- b. informal resolution as agreed upon by the parties; or
- c. corrective and disciplinary action as described below.

4. Protection of Complainant, Witnesses and Others

At the time the formal complaint is filed, the complainant will be informed by the individual who conducted the informal consultation and/or the Assistant Superintendent for Administration of steps which the investigation will follow, including the projected timetable for completion of the process.

All reasonable action will be taken to assure that the complainant and those testifying on behalf of the complainant, or supporting the complainant in other ways, will suffer no retaliation as a result of their activities in regard to the process. Steps to avoid retaliation may include, but are not limited to:

- a. lateral transfers of one or more of the parties in an employment setting; and
- b. arrangements that employment evaluations concerning the complainant or others be made by an appropriate individual other than the accused.

If in the judgment of the Superintendent it is in the best interest of the district, the accused may be relieved of his/her duties during the investigation, subject to applicable procedural requirements.

5. Protection of the accused

At the time the investigation commences, the accused will be informed in writing by the Assistant Superintendent of Administration of the allegations, the identity of the complainant, and the facts surrounding the allegations.

In the event the allegations are not substantiated, reasonable steps will be taken to so advise those involved in the investigation who had knowledge of the allegations that no allegations of sexual harassment were substantiated.

A complainant found to have been intentionally dishonest in making the allegations or to have made them maliciously is subject to disciplinary action, including suspension and/or dismissal subject to applicable procedural requirements.

C. Disciplinary action

Any administrator, supervisor or employee who is found to have engaged in sexual harassment, including willful false accusation of sexual harassment, will be notified of the outcome of the investigation and will be subject to appropriate disciplinary action, which may include, but is not limited to, oral or written warnings, demotion, transfer, suspension or dismissal for cause, subject to applicable procedural requirements.

D. Remedial action

The complainant will be notified of the outcome of the investigation. If applicable, the complainant will also be notified of the specific remedy available to him/her and the general category of disciplinary action taken against the accused. Reasonable efforts will be made to insure that the complainant is free from any further harassment. The individual who conducted the informal consultation will be responsible for counseling the complainant to insure that he/she is comfortable with the resolution and for following up with the complainant at least once within three months of the resolution to insure that the complainant has not been subjected to any further harassment.

XI. Education of the School District Community

- A. Following the adoption of policy GBAA, principals and supervisors will provide each of their staff and faculty members with a copy of policy GBAA and make copies of these administrative procedures available in each school media center and each area and district office. They will also conduct a review of policy GBAA and these administrative procedures for all staff members to provide orientation on the nature of sexual harassment; how to identify it, and the appropriate actions to follow should they encounter sexual harassment.
- B. Principals and supervisors will provide orientation for new staff and faculty near or at the beginning of their association with the district.
- C. Near or at the beginning of each subsequent school year, principals and supervisors will provide for their staff and faculty a review of policy GBAA and these administrative procedures.

Policy GBAA, Issue Date 8/20

NOTE: The laws, rights and responsibilities relative to the issues of sexual harassment are also applicable to students.

SEXUAL HARASSMENT FORMAL COMPLAINT FORM

Name of Employee Complainant: _____

Address: _____

Home Phone Number: _____ Work Phone Number: _____

Position with the District: _____

Job Site: _____ Immediate Supervisor: _____

Name(s) of Alleged Harasser(s): _____

Approximate date(s) of alleged harassment or when harassment began, if ongoing:

Location of situation where alleged harassment occurred, or is occurring:

Nature of harassment: _____

Name and position of individual who conducted your informal consultation:

Other individuals in whom you have confided about the alleged sexual harassment:

Individuals you believe may have witnessed, or also been subjected to, the alleged sexual harassment:

Remedy sought: _____

Signature of Complainant

Date

Signature of Individual Receiving Complaint

Date

Drug Free Workplace

No employee will unlawfully manufacture, distribute, dispense, possess or use any drug on or in the workplace. “Drug” means any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined by the act and regulation cited below.

“Workplace” means the site for the performance of work done for the school district. That includes any school building or any school premises and any school-owned vehicle or any other school approved vehicle used to transport students to and from school or school activities. It also includes off-school property during any school-sponsored or school-approved activity, event or function such as a field trip or athletic event, where students are under the jurisdiction of the school district.

As a condition of employment, each employee engaged in the performance of work for the district will notify his or her supervisor of his or her conviction of any criminal drug statute for a violation occurring in the workplace as defined above. The employee must notify the supervisor no later than five days after such conviction.

As a condition of employment, each employee must abide by the terms of the school district policy respecting a drug-free workplace.

An employee who violates the terms of this policy will be subject to disciplinary action, including, but not limited to, nonrenewal, suspension or termination at the discretion of the Board.

The Board will take such action in accordance with district policies and regulations as well as applicable state and federal law.

The Board directs the administration to establish a drug-free awareness program in the district to include information on the dangers of drug abuse in the workplace, the district’s policy on a drug-free workplace, and any drug counseling available to employees as well as any available rehabilitation and employee assistance programs.

Staff Use of Tobacco

Employees of Dorchester School District Two and visitors to the district shall not use tobacco products in any form at any time in District facilities or in school buses. This policy also includes the use of such products by employees on duty at school functions and activities.

Policy GBEC, GBED, Issue Date 6/13

Federal/State Labor and Safety Laws

Employees of Dorchester School District Two and visitors to the district shall adhere to and uphold all Federal and State Labor and Safety Laws. All employees are responsible for reading these laws and guidelines which are posted on a dedicated bulletin board at each school and/or job site.

Staff Dress Code

All personnel have a responsibility as trained professionals to project an image of professionalism at all times. This is especially true at school where students look to teachers and staff members as examples and role models. This policy shall apply to all persons working within the District including but not limited to volunteers and interns.

In order to provide a professional atmosphere that enhances learning, instills discipline, prevents disruption, avoids safety hazards, sets an example for students and improves student behavior, the board requires all persons to dress in a professional manner.

In the interest of establishing a professional image to model appropriate dress and grooming, the following guidelines will be observed:

- Jeans, t-shirts, shorts, sweat/wind suits are only acceptable attire at the discretion of the principal or building supervisor and for approved special events
- Clothing cannot be overly tight or low cut
- Clothing must cover the waist and back with no skin showing between the top garment and the bottom garment
- Clothing must completely cover undergarments
- Skirts, dresses, and shorts should not be shorter than three inches above the knee
- Clothing must not contain words, images, or other insignia that are obscene, vulgar, libelous, slanderous, or political, or which incite or express racial, ethnic, sexual, or religious prejudices or which cause a disruption or distraction to the learning environment
- Clothing must not contain words, images, or other insignia that promote alcohol/alcohol usage, drug/drug usage, or gang-related activities
- Tattoos that may cause distraction or that display inappropriate language or images should be covered.

The following attire shall not be acceptable at any time from any employee:

- Frayed, torn, or slit garments
- Exercise clothing (except for those staff members whose job involves physical education instruction or other special circumstances)
- Flip-Flops/Beach Style Shoes
- Strapless, Spaghetti Strap, or Halter style tops
- Leggings (unless worn as an accessory)
- Sheer Clothing (unless worn as an accessory)

Staff members working in special areas which include but are not limited to transportation, nursing, food service, and maintenance should dress as appropriate for their job duties and as approved by the building principal or supervisor. Uniformed staff shall wear the uniform prescribed for their respective job.

Special Circumstances

The Board recognizes that there may be special situations where employees may not dress as they normally would such as field day, work days, field trips, etc. Attire must be appropriate for the activity being performed. Questionable attire shall be addressed by the building principal or supervisor.

Adopted 8/87; Revised 5/10/93, 4/12/00, 7/25/22

Use of Technology

NOTE: *This policy constitutes only a portion of the district Internet Acceptable Use Policy. All other board policies are applicable to use of technology resources and social media usage.*

In making decisions regarding access to technology, Dorchester School District Two considered its educational mission, goals and objectives. Electronic access to information and the research and analysis skills required for its effective use are now fundamental to the preparation of citizens and future employees. Access to network computer technologies enables students to explore libraries, databases, websites and other resources while communicating with people around the world.

The board acknowledges the role that communication through social media plays in 21st century learning. Staff members should take advantage of this technology in a manner that encourages professionalism, responsibility, safety, and awareness. However, social media use has the potential to result in disruption of the school environment and/or the workplace and can be in violation of board policy and/or local, state, or federal law. As such, the board recommends that district staff ensure all content associated with their social media accounts are consistent with their role as public school/state employees. Staff members will be held to the same professional standards in their use of social media as they are for any other public conduct. Violation of this policy may lead to disciplinary action, up to and including termination.

Outside of school, parents/legal guardians bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies and other possibly offensive media.

Education, supervision and monitoring

Staff members are encouraged to report to the appropriate individuals or service providers any concerning behaviors they encounter in their use of personal or district-approved social media. Staff members who are mandated reporters are required to abide by the same reporting responsibilities in the context of social media and must report abuse or neglect when, in their professional capacity, they receive information giving them reason to believe that a child's physical or mental health has been or may be adversely affected by abuse or neglect.

It is the responsibility of all members of Dorchester School District Two to educate, supervise and monitor appropriate usage of the online computer network and access to the Internet in accordance with this AUP policy, the Children's Internet Protection Act, the Neighborhood Children's Internet Protection Act and the Protecting Children in the 21st Century Act.

At the beginning of each school year, staff members should provide parents/legal guardians with information on any social media sites where information relevant to his/her child's education or extracurricular activities may be posted. However, no student or parent/legal guardian should be required to access information through a social media platform. Any essential information therein should be readily accessible in an alternate format.

Staff members should ensure all technological resources/social media platforms that students are asked to access for purposes of education or extracurricular activities are closely monitored. All content on these sites and/or pages must relate to education, curriculum, instruction, school-authorized activities and athletics, school or district news, or general information relating to work, activities, and accomplishments of the district, its staff, or students.

All employees are required to use district devices and resources approved by Dorchester School District Two when creating or utilizing websites or learning management systems for any and all educational and work-related postings or communications with students. Thus, employees may not use unapproved personal websites or on-line networking profiles to post information in an attempt to communicate with students about school-related matters.

Staff members must create social media accounts separate from their personal accounts to house any content that students will be asked to utilize or view. Only students, parents/legal guardians, and other individuals with a legitimate educational interest should have access to the information therein. Staff members will provide user names, passwords, and other information necessary to access such social media sites to their building-level principal and/or direct supervisor. Any such site or page must be closely monitored for appropriateness of content. Posted content must be immediately removed if it is abusive, defamatory, or obscene; is fraudulent, deceptive, or misleading; targets, disparages, or discriminates; contains spam, advertising, solicitations, or includes links to other sites unrelated to an educational purpose; contains confidential information; is in violation of any intellectual property right of another; is in violation of any law or regulation; violates any board policy; or is otherwise offensive, graphic, or inappropriate in tone.

The board recognizes that maintenance of student and staff privacy is essential. Therefore, staff members should not post confidential student information, photographs or video of students without express written parental permission. Staff members should not post photographs or video taken on district property without express permission from the building level supervisor or principal. Further, staff members should not post photos, videos, or information regarding or “tag” or otherwise identify other district staff, district volunteers, student teachers, vendors, or contractors in postings, photographs, or videos without obtaining prior permission from those individuals.

No private messages should be sent directly from a staff member to a student using social media. The District provides several approved formats for staff/student communication. Anyone who wishes to establish an external website for specific school district offices, initiatives, schools or programs must first contact the public information office.

Public records

Electronic communications sent and received by district staff, including those transmitted via social media, may be considered public records subject to public disclosure or inspection under the South Carolina Freedom of Information Act. Staff members should ensure that all electronic communications, including social media contributions, are professional in tone and content and are made for the express purpose of furthering the educational goals of the district.

Copyright

No employee or student of Dorchester District Two should engage in unauthorized copying, the use of copyright-protected material or violate the intellectual property rights of others. Teachers and employees unsure of copyright or "fair use" status of any material should seek further assistance from a qualified media specialist, administrator or instructional technology specialist before copying and/or distributing such content.

Filtering and security

The district deploys targeted technologies within its computer networks designed to filter and secure them from outside intrusion and inappropriate materials. These measures include active web-filtering technologies as required by the Child Internet Protection Act, email spam filtering and other network monitoring devices as needed.

Filtering software is not 100 percent effective. While filters make it more difficult for objectionable material to be received or accessed, filters are not a solution in themselves. Users are prohibited from tampering or otherwise attempting to circumvent filtering technologies through any means and should report any observed attempt to do so through third-party "proxy" servers, shared network credentials or other forms of "hacking".

Should a user find an educationally appropriate resource blocked by a filter, they may request that it be allowed by contacting the school-based administration

Personal privacy on district technology

Communications conducted over district networks, including voicemail messages, email, attached documents and images are not private. All records generated within the district (except those specifically excluded by law), whether in electronic or hardcopy form, are subject to the Freedom of Information Act and open to public inspection.

Dorchester School District Two reserves the right for system administrators to examine, restrict or remove any material that is on or passes through its technology systems.

Users are asked to use good judgment and caution in communications concerning students and staff to ensure that personally identifiable information remains confidential.

Users may not reveal home addresses, personal e-mail addresses or personal phone numbers of colleagues or students as it is a violation of district policy.

Outside use of district technology

Many network resources provided by the district are connected to the broader Internet and accessible from outside its school and office locations. Employees and students using these services should use the same discretion and adherence to district policy while accessing those platforms as they would from work or school. District-owned devices and peripherals used from home to access Internet resources on private Internet wireless or cellular networks are also subject to the this policy and should not be used for proscribed activities or to view inappropriate material.

Employees and students should not connect personal technology devices to district-owned technology devices. Should an employee or student choose to connect a personal device to a district-owned device, information from the personal device may be transferred to the district-owned device and may subject the user to disciplinary consequences.

Personal social media and Internet use

The District defines 'social media' broadly to include any online platform that facilitates social or professional networking, posting commentary or opinions, sharing of photos, videos, audio, or other content.

The district may use any means available to request the removal of personal websites/social media profiles that substantially disrupt the school environment or that utilize the school system or individual school names, logos or trademarks without permission.

Students

Although school personnel generally do not monitor students' Internet activity conducted on non-school system computers during non-school hours, when a student's on-line behavior has a direct and immediate effect on school safety or maintaining order and discipline in the schools, the student may be disciplined in accordance with board policy.

Dorchester School District Two does not generally support student use of personally owned technology devices on its network. Students may bring personal technology devices, including iPods, tablets/iPads, netbooks, laptops, music player devices, gaming systems and smart phones into a school with the permission of the building principal and must utilize personal technology devices in compliance with all district and school rules established as guidelines for their use.

Employees

Employees are to maintain an appropriate relationship with students at all times. Having a public personal website or on-line social media profile or allowing access to a private website or private on-line social media profile is considered a form of direct communication with students.

Employees are encouraged to block students from viewing any material or social media profiles that are not age appropriate. Any employee found to have created and/or posted inappropriate content on a website or social media profile that has a negative impact on the employee's ability to perform his or her job as it relates to working with students or colleagues will be subject to discipline, including dismissal. This section applies to all employees, volunteers and student teachers working for or in Dorchester School District Two.

Personal social media use by employees

Staff members should not engage in personal social networking friendships with students enrolled in the district and are strongly discouraged from interacting with parents/legal guardians of students in the context of social media.

Staff members are encouraged to follow writing conventions when contributing to online content, including the use of proper grammar, capitalization, and punctuation.

Staff members may not use social media for non-educational purposes while at work or while performing their duties as district employees.

Staff members are encouraged to familiarize themselves with the privacy settings for any social media platforms they utilize to ensure personal content is only viewable by their intended audience. However, staff members are cautioned that there is no expectation of privacy in the information they share through social media, and there are numerous ways for “personal” content to be shared without their knowledge or permission (i.e. photo “tagging,” screen shots, etc.).

While the district will not monitor personal social media accounts, the superintendent or his/her designee has the right to act on information provided by students, parents/legal guardians, and community members that may indicate a violation of board policy or local, state, or federal law. Staff members may not set up, update, or otherwise access personal social media sites and/or pages using the district’s computers, network, or equipment.

Disciplinary action

Students

Any violation of district policy and rules may result in loss of district-provided access to technology resources. Additional disciplinary action may be determined pursuant to Board Policy and existing procedures and practices regarding inappropriate language or behavior. When and where applicable, law enforcement agencies may be involved.

Employees

Employees in violation of this policy will be disciplined in accordance with established district policy up to and including termination of employment.

Indemnity

Dorchester School District Two makes no warranties of any kind, neither expressed nor implied, for the Internet access it is providing. The district will not be responsible for any damages users suffer, including, but not limited to, loss of data resulting from delays or interruptions in service. The district will not be responsible for the accuracy, nature, or quality of information stored on district storage media, hard drives or servers; nor for the accuracy, nature or quality of information gathered through district-provided Internet access. The district will not be responsible for personal property used to access district computers or networks or for district-provided Internet access. The district will not be responsible for unauthorized financial obligations resulting from district-provided access to the Internet.

Compliance

This policy and all its provisions are subordinate to local, state and federal statutes.

Appendix A: *CIPA definitions of terms:

Minor. The term "minor" means any individual who has not attained the age of 17 years.

Technology protection measure. The term “technology protection measure” means a specific technology that blocks or filters Internet access to visual depictions that are any of the following.

- obscene, as that term is defined in [Title 18 of the United States Code](#)

SECTION 6

PERSONNEL LEAVE

Note: Only full time employees are eligible to participate in the District's Personnel Leave Program.

Sick Leave

All full-time employees of public schools shall accrue sick leave on the basis of one and one-fourth days of sick leave for each month of active service (see chart below showing length of contract and allocation of leave) or twelve days for nine months of active service. Sick leave accrued but not used may be accumulated up to 190 days if the employees do not violate their respective contracts/agreements. Provisions for the additional benefits provided for in this section must be made on the same basis as existing sick leave benefits.

The provisions of this section do not apply to employees of a school district that provides more liberal sick leave benefits. Any benefits accrued under Dorchester District Two's sick leave policies in effect prior to July 1, 1976, are not lost as a result of this section.

Sick leave accumulated in compliance with this section is transferable to any school district in the State or to the State Department of Education by the employee with the earned leave.

Employees may use sick leave only for their own illness, the illness of their spouse, child, or parent.

Cumulative Sick Leave

Annual sick leave days not used will be classified as cumulative sick leave and may accrue to a maximum of 190 days, excluding the current year's allocation of annual sick leave. *Loss of days exceeding the 190 day maximum occurs annually on June 30.* Such cumulative sick leave may be taken with no deduction in salary, but only for a physician-certified illness of the employee or his/her immediate family member (spouse, parent, or child).

Procedures for using Cumulative Sick Leave

A request for cumulative sick leave must be made to the employee's immediate supervisor by using a report of absence

<i>SICK LEAVE TABLE</i>			
No. Days Employed	No. Months Employed	Sick Leave	Personal Leave
232-245	12	12	3
216-231	11	11	3
200-215		10	3
184-199	10	9	3
168-183	9	8	3
152-167	8	7	3
136-151	7	7	2
120-135	6	6	2
104-119		5	2
88-103	5	4	2
72-87	4	4	1
56-71	3	3	1
40-55	2	2	1
24-39		1	1
8-23	1	1	0
1-7	0	0	0

form which is available in each division or school office. This request will be approved by the division head or principal and then the district director of personnel prior to taking the leave.

Sick Leave Transfer

Transfer of sick leave days is available to South Carolina public school employees and other employees of state agencies. The employee must have the former employer provide to the Payroll Department verification of sick leave days earned. Dorchester School District Two will accept up to 190 transferred sick leave days from other school districts or state agencies if employment is consecutive and occurs within six months following the termination from the former SC school district or state agency. The maximum number of days that may be transferred is one hundred and ninety.

Sick Leave Retirement

Dorchester School District Two will pay up to a maximum of 90 days at the time of retirement any accumulated sick and/or personal leave days at the current substitute rate for certified and non certified positions.

Special Circumstances Leave

This leave is not to be considered unrestricted sick leave.

Five days of sick leave may be used as special circumstances leave. This leave will not be taken on days set aside for in-service training, except in an acute emergency.

Notification and approval

Arrangements for an absence will be approved by the appropriate supervisor in advance unless a special circumstance prohibits doing so.

Use of special circumstances leave

The absence of an employee for any of the below listed reasons will be charged to special circumstances leave.

- Funerals
- Illness of family members
- Weddings
- Legal appointments that cannot be scheduled after school hours
- Graduation exercises involving a family member
- Conferences of an educational nature which are not allowed under professional leave
- Job interviews when presence is required
- Educational activities involving family members
- Religious leave
- Emergencies (non-medical circumstances)

Personal Leave

This policy and it accompanying administrative rule were designed for both certified and classified employees. The use of personal days by **certified staff members only** will be in accordance with the following general guidelines:

Requests for use of personal days must be submitted to and approved by immediate supervisor at least 24 hours in advance.

- Immediate supervisors may refuse to authorize use of personal days if, in the opinion of the supervisor, the absence of the employee during the requested time would be detrimental to the mission and operation of district schools.

Personal days may not be used at the following times:

- During the first ten and last ten school days of the school year
- On days which immediately precede and/or immediately follow time periods designated as holidays, staff development, etc. on the school calendar
- During state testing periods and/or during other major testing periods as designated by the district
- On the last teacher work day of the year

Emergency and/or special need situations will be addressed by the principal and appropriate district staff as designated by the superintendent.

Use of personal days in any manner that is prohibited by provisions of this administrative rule will result in loss of pay for the day or days used.

Note: Approval of personal leave for **classified employees** will be up to the immediate supervisor. These employees are exempt from the above for the following reasons:

- No substitutes are involved.
- The policy is linked directly to teachers instructing students.
- Administrators need the flexibility of utilizing classified employees for the benefit of their program.

Religious Leave

Religious leave will be approved by the direct supervisor.

School Business Leave

When a staff member requests permission to attend or participate in conferences, workshops, university courses, or other professionally related activities requiring that individual to be absent from normal duties, this request should be made in writing well in advance. This written request must be approved by the principal/director and the Assistant Superintendent. Each school will be allotted a lump sum of professional leave days to grant to its faculty members.

Jury Duty

Personnel shall be excused from school work whenever such work will be precluded by the fulfillment of jury duty (in the event of even temporary relief from jury duty, personnel must return to their school/work during the period of relief). Such times will not be charged against their leave and the district will pay for substitutes, if needed.

Jury Service Summary (Effective date: May 21, 1997): Prior to this amendment, state law allowed students to request an exemption for jury duty during the school year. This year the General Assembly amended that law relating to optional postponement to provide the same

optional postponement for school employees. Under the amended law, a student or school employee selected for jury duty during the school term may request a postponement to a date that does not conflict with the school term.

Language in the amended law defines school employees as teachers, certified personnel at the building level or bus drivers. These individuals must be employees of a school, school system or a school district offering educational programs to grades K-12 and to institutions of higher learning, including technical colleges.

A school employee who requests a postponement under this provision must provide evidence of school employment.

Local district action required: The district must grant employees leave when employees are summoned for jury duty. This amendment now gives districts the option of including policy language that encourages school employees to request postponement of jury service to a date that does not conflict with the school term.

Military Leave

Employees of the district shall be entitled to military leave without loss of pay, seniority, or efficiency rating when attending military encampments or schools for training, under proper authority, and on all other occasions when ordered to active duty. This leave applies to members of the South Carolina National Guard, the United States Naval Reserve, the Officers Reserve Corps, the Enlisted Reserve Corps, the Reserve Corps of the Marines, the Coast Guard Reserve, and the United States Air Force Reserve.

Employees shall be entitled to such leave of absence for a period not exceeding fifteen (15) days in any one year during which they may be engaged in training or other such duties ordered by the Governor, the War Department, the Treasury Department, the Department of the Navy, or the Department of the Air Force. In the event an employee is called upon to serve during an emergency, he/she shall be entitled to such leave of absence for a period not exceeding thirty (30) additional days.

Annual Leave

Twelve-month employees must work twelve (12) months or one complete year in order to be eligible for annual leave based on their contractual date of hire. Twelve-month employees earn 1 1/4 days of annual leave per month or fifteen days per year. Annual leave may be accumulated to 45 days. *On June 30 each year, all annual leave days over 45 days will be lost.*

Sabbatical Leave

Dorchester School District Two does not participate in a sabbatical leave program.

Family and Medical Leave Act

The Board will provide leave to eligible employees consistent with the Family and Medical Leave Act of 1993 (FMLA). Eligible employees are entitled to up to 12 work weeks of unpaid family and medical leave in any 12-month period. The district will continue to pay the district's share

of the employee's health benefits during the leave. In addition, the district will restore the employee to the same or an equivalent position after the termination of the leave in accordance with board policy.

In complying with the FMLA, the district intends to adhere to the requirements of the Americans with Disabilities Act as well as other applicable federal and state laws.

The following administrative rules apply only to the Family and Medical Leave Act.

Eligibility

An employee who has worked for the district for at least 12 months is eligible for 12 work weeks of FMLA leave during a 12-month period provided the employee worked at least 1,250 hours in the 12 months preceding the beginning of the leave. **Note:** Certified employees must work 152 days to receive credit for a year of teaching experience.

The 12 months of employment need not be consecutive months.

Twelve months or a year as defined by the district is July 1 to June 30.

Types of Leave

An eligible employee may take FMLA leave for the following:

- birth and first-year care of a child
- adoption or foster placement of a child
- serious illness of an employee's spouse, parent or child
- employee's own serious health condition that keeps the employee from performing the essential functions of his/her job

A serious health condition is one involving continuous treatment by a health care provider that results in a period of incapacity of more than three consecutive calendar days and involves extensive treatment. Such conditions as asthma and diabetes are included in this definition.

The district requires an employee to use accrued paid vacation, personal or family leave for purposes of family leave. The district requires an employee to use accrued vacation, personal or medical/sick leave for purposes of a medical leave. An employee cannot compel the district to permit the employee to use accrued medical/sick leave in any situation under which the leave could not normally be used.

Spouses employed by the School District

If a husband and wife eligible for leave are employed by this school district, their combined amount of leave for birth, adoption, foster care placement and parental illness may be limited to 12 weeks. An employee may not take FMLA leave for a parent-in-law.

Intermittent and reduced leave (Hours must be tracked)

Intermittent leave is leave taken in separate blocks of time due to a single illness or injury.

Reduced leave is a leave schedule that reduces an employee's usual number of hours per work week or hours per work day.

Intermittent or reduced leave is available only for the employee's own serious health condition or to care for a seriously ill spouse, child or parent. Such leave may not be used for the birth or adoption/placement of a child.

The employee who wishes to use intermittent or reduced leave must have the prior approval of the district. Although the district and employee may agree to an intermittent or reduced leave plan, the employee who uses family leave is not automatically entitled to use such leave on an intermittent basis or on a reduced leave schedule. The district may provide such leave for medical leave, but the district may transfer the employee to a position that is equivalent, but more suitable for intermittent periods of leave. The employee must furnish the district with the expected dates of the planned medical treatment and the duration of the treatment. The Superintendent or his/her designated representative must authorize such leave in writing.

Benefits

The district will maintain the employee's health coverage under the district's group health insurance plan during the period of FMLA leave. The employee should make arrangements with the district to pay the employee's share of health insurance (e.g., family coverage) prior to the beginning of the FMLA leave.

Increases in premiums or deductibles that apply to active employees also apply to employees on FMLA leave. An employer may drop coverage for an employee whose premium payment is late only after providing written notice to the employee that the payment has not been received. This notice must be mailed to the employee at least 15 days after the date of the letter unless payment has been received.

The employee will not lose any other employment benefit accrued prior to the date on which leave began but is not entitled to accrue seniority or employment benefits during the leave period. Employment benefits could include group life insurance, sick leave, annual leave, educational benefits and pensions.

Notice

When the FMLA leave is foreseeable, the employee must notify the district of his/her request for leave at least 30 days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. When the employee requests medical leave, the employee must make reasonable attempts to schedule treatment so as not to disrupt the district's operations.

The district may deny the leave if the employee does not meet the notice requirements.

Designation of leave as FMLA leave

The district must designate the leave as paid or unpaid FMLA leave within two business days of learning that an FMLA reason supports the leave. The district must also provide other written information concerning the employee's rights and obligations under FMLA. If the district does not make the designation on time or provide appropriate information, the absence will not count against the employee's FMLA entitlement.

Certification

The district may require the employee to provide certification from a health care provider containing specific information required under the law if he/she requests a medical leave. If there is a question concerning the validity of such certification, a second and if necessary, a third opinion can be required, both at the expense of the district.

Upon the employee's return to work, the district will require that the employee present a fitness statement from the employee's health care provider certifying that the employee is able to return to work. Two (2) days notification must be provided to the district prior to the employee's return to work.

Restoration

When the employee returns from leave, the district will restore the employee to the same or an equivalent position with equivalent benefits, pay, terms and conditions of employment in accordance with board policy. The employee's right to return to the same or an equivalent position is contingent upon the employee's continued ability to perform all the essential functions of the job. An equivalent position is one that is the same or substantially similar in duties, responsibilities, conditions, privileges and status as the original position.

Under certain circumstances, the district may deny restoration to a key employee. The district will comply with the notice requirements of the FMLA in denying restoration. A key employee is one who is among the highest paid 10% of the employees and whose absence would cause the district to experience a substantial and grievous economic injury.

Instructional employees

Special leave rules apply to instructional employees. Instructional employees are those employees whose principal function is to teach and instruct students in a small group or an individual setting. This term includes teachers, athletic coaches, driving instructors and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists or curriculum specialists. It also does not include cafeteria workers, maintenance workers or bus drivers.

Limitations apply to instructional employees who take intermittent or reduced leave. If the leave requested is to care for a family member or for the employee's own serious health condition and the leave is foreseeable based on planned medical treatment and the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend, then the district may require the employee to choose one of the following:

--take the leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or

--transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee's regular position.

Employees taking leave which constitutes 20% or less of the working days during the leave period would not be subject to transfer to an alternative position.

Limitations also apply to instructional employees who take leave near the end of a semester. When an instructional employee begins leave more than five weeks before the end of a semester, the district may require the employee to continue taking leave until the end of the semester under these conditions:

- the leave will last at least three weeks, and
- the employee would return to work during the three-week period before the end of the semester.

When an instructional employee begins leave for a purpose other than the employee's own serious health condition during the five-week period before the end of the semester, the district may require the employee to continue taking leave until the end of the semester under these conditions:

- the leave will last more than two weeks, and
- the employee would return to work during the two-week period before the end of the semester.

When an instructional employee begins leave for a purpose other than the employee's own serious health condition during the three-week period before the end of a semester and the leave will last more than five working days, the district may require the employee to continue taking leave until the end of the semester.

Leave taken for a period that ends with the school year and begins the next semester is leave taken consecutively, rather than intermittently. Summer and other vacations may not be counted against an employee's FMLA leave entitlement. An instructional employee on FMLA leave at the end of the school year must receive normal benefits over the summer vacation.

Failure to return

The District is entitled to recover health care premiums paid during the leave if the employee fails to return from leave. However, recovery cannot occur if the employee fails to return because of the continuation, recurrence or onset of a serious health condition due to circumstances beyond the control of the employee.

Legal Note:

Dorchester School District Two's "Professional Personnel Leave" allows employees to accrue sick leave days up to a maximum of 190 days. The FMLA provides that eligible employees are entitled to up to 12 weeks of unpaid family and medical leave in any 12-month period. The FMLA addresses those situations where an employee has not accrued any sick leave and must be out of work due to personal or family illness. In such a situation, the employee is entitled to up to 12 weeks (or 60 days) of unpaid leave and is not entitled to 190 days of unpaid leave. Only those employees who have accrued 190 days of sick leave may be absent from work for 190 days for illness.

Each employee is required to designate his leave as either sick leave or FMLA leave. If a person has accumulated 30 days of sick leave and needs to be out for illness for 60 days, he will be paid

for 30 days and unpaid for 30 days. The FMLA leave runs concurrently with any paid sick, personal or annual leave that a person takes.

An employee may elect, or the district may require, an employee to use accrued paid vacation, personal or family leave for purposes of family leave. An employee may elect or the district may require an employee to use accrued vacation, personal or medical/sick leave for purposes of medical leave. An employee cannot compel the district to permit the employee to use accrued medical/sick leave in any situation under which the leave could not normally be used.

In summary, Dorchester School District Two may allow those employees with greater than 60 days accrued sick leave to be out of work for greater than sixty days. However, those employees with less than 60 days accrued sick leave may only be out of work for the 60 days or 12 weeks allowed by the FMLA, with part being paid leave if sick leave is taken and the rest being unpaid leave.

An employee may elect to have unpaid leave prorated over the remaining number of paychecks. The employee must contact the finance office to make the request. If the employee leaves the district prior to the end of the contracted year, the employee may be subject to reimbursing the District for overpayment of wages.

Policy GCC-R, Issue Date 08/11/08, Revised 08/13, Revised 7/14

Military Family Leave Update

- **New Qualifying Reason for Leave.** Eligible employees are entitled to up to 12 weeks of leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, this provision requires the Secretary of Labor to issue regulations defining “any qualifying exigency.” In the interim, employers are encouraged to provide this type of leave to qualifying employees.
- **New Leave Entitlement.** An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. This provision became effective immediately upon enactment. This military caregiver leave is available during “a single 12-month period” during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

SECTION 7

SUBSTITUTES

Dorchester School District Two provides substitute coverage for teachers, teaching assistants, nurses, and clerical support personnel.

Procedures for Requesting a Substitute - Frontline Absence Management

Dorchester School District Two uses Frontline Technologies, Frontline Absence Management software (*formerly known as Aesop*). It is a web-based automated substitute calling service. To learn more about the service, visit www.aesoponline.com. There are several helpful guides for employees which can be accessed online via the built in “Learning Center”. Click “Help” then “Frontline Support” to locate the *Learning Center*.

ACCESS TO FRONTLINE ABSENCE MANAGEMENT:

The Personnel Office will initiate the process by entering your new employee data into the system. Within a few days of signing paperwork with the Personnel Office, **you will receive an invitation to create an account from Frontline Absence Management**. Follow the directives in the invitation letter. Once you have done so, you will have access, and may begin to create absences as needed.

HOW DOES FRONTLINE ABSENCE MANAGEMENT WORK?

1. Employees log on to www.frontlineeducation.com or www.aesopeducation.com using your unique **User ID** and a **PIN number**. At your homepage, there will be a calendar showing school closing days and your absences, followed by a box with several tabs.
2. The website enables district employees to **create an absence** online at any time of the day or night. The site is easy to use. However, employees can refer to the employee guides at the site via the built in **Learning Center** for detailed instructions.
3. Teachers may leave notes for their substitute on the site regarding lesson plans, parking, etc. **This is particularly important for itinerate teachers who work at two or more schools. If notes are not in Absence Management (Aesop), the substitute will not know which school they must go to first.**
4. Once an absence has been created by the employee, a confirmation number that identifies the absence is assigned to the absence.
5. The system then sends the absence out on the website for our substitutes to view. *For the first 10% of the lead time (i.e. the time between the creation of the absence and the start time) an absence will be visible only to those substitutes who are on an employee's preferred list. Note that if there are no subs on an employees preferred list, the absence will not be visible to any substitute until the first 10% of the lead time has passed.*

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6. Substitutes can accept assignments online. At that point the sub will be given a confirmation number and will be able to view the assignment, including notes left by the teacher.
 7. Both employees and substitutes can also access Frontline Absence Management (*Aesop*) by telephone at **1-800-942-3767**.

Cancelling an assignment

If the employee's circumstances change, the employee has the ability to cancel the absence via the Absence Management website. Absence Management will notify the substitute of the cancellation. When an absence has been cancelled within a 48-hour window, the employee should phone the substitute to be sure that they are aware of the change.

Preferred Substitute List

For the first 10% of the "lead time" only substitutes on the employee's "Preferred List" will have access to the job. For this reason, it is vital that employees put subs on their preferred lists.

Additional Information Regarding the Absence Management system

- **Training**—Employees should receive some training in the use of the Absence Management system at his or her workplace location.
- **Requesting Substitutes**—If an employee wishes to request a specific substitute, they should put those substitutes on their *preferred list* (see **Help Center**). They may also consult the main Campus User at their school.
- **Campus Users**—The site is monitored and updated by the Dorchester School District Two Personnel Office. However, there are Campus Users in each school office. Any questions regarding Absence Management (*Aesop*), or substitute coverage, should first be directed to a school administrator or the main campus user. If further assistance is required, contact the personnel office.
- **Reports**—Principals have access to both employee and substitute information as it pertains to his or her school. Various reports are available to the school administrators and can be accessed on the Absence Management website.

Requests for substitutes should be made in advance whenever possible. Logging absences at the last minute is not encouraged or preferred. If an emergency arises near the starting time of school, the absence can be logged online. It is recommended that the employee should phone the school secretary or main campus user to alert them that they have created a late absence.

Employees will have access to Absence Management (*Aesop*) to make substitute requests 24 hours a day, 7 days a week. If the website is unable to find a substitute, the school secretary will make every effort to do so when he/she arrives at the school in the morning.

Preparing for Substitute Coverage

Lesson Plans

Lesson plans should be provided for the substitute. These plans should include a seating chart, class schedule, a list of the students' names, information regarding students who need to report to pullout programs, and a list of students who must be sent to the nurse for required medications at designated times. Because short-term substitute teachers are not authorized to use the Smart Boards, lessons plans should provide alternative methods for presenting the lesson.

Long-term Substitutes

Long term absences should be discussed with the principal/supervisor. All long-term substitutes must be approved by the school principal.

Certified substitutes, *i.e. those who hold a teaching credential*, should be used for long-term substitute assignments. A list of current active certified substitutes is available from the Personnel Office. Absence Management (*Aesop*) is not used in finding long-term subs, though once a sub has agreed to take a long-term position, the assignment should be entered into Absence Management (*Aesop*) by the main campus user.

Teachers who are absent on FMLA or extended leave should work collaboratively with the long-term substitute in providing quality instruction to students during his/her absence. The teacher of record is still responsible for final grades when a long-term substitute is providing services during his/her absence.

SECTION 8

WAGES AND BENEFITS

Salary Schedules

All employees of Dorchester School District Two are paid according to salary schedules which are developed by the district administration and approved by the Board of Trustees.

The salary of each teacher in District Two is based on certification and on experience. Administrative salaries are determined by these two criteria as well as by areas of responsibilities. Support personnel salaries are based on job assignments and on salary schedules approved by the Board of Trustees.

2022-2023 Payroll Schedule

PERIOD BEGINS	PERIOD ENDS	PAYDAY
June 16, 2022	June 30, 2022	July 14, 2022
July 1, 2022	July 15, 2022	July 28, 2022
July 16, 2022	July 29, 2022	August 15, 2022
July 30, 2022	August 15, 2022	August 30, 2022
August 16, 2022	August 30, 2022	September 15, 2022
August 31, 2022	September 15, 2022	September 30, 2022
September 16, 2022	September 30, 2022	October 14, 2022
October 1, 2022	October 14, 2022	October 28, 2022
October 15, 2022	October 28, 2022	November 15, 2022
October 29, 2022	November 15, 2022	November 30, 2022
November 16, 2022	November 30, 2022	December 8, 2022
December 1, 2022	December 8, 2022	December 16, 2022
December 9, 2022	December 16, 2022	January 13, 2023
December 17, 2022	January 13, 2023	January 30, 2023
January 14, 2023	January 30, 2023	February 15, 2023
January 31, 2023	February 15, 2023	February 28, 2023
February 16, 2023	February 28, 2023	March 15, 2023
March 1, 2023	March 15, 2023	March 30, 2023
March 16, 2023	March 30, 2023	April 14, 2023
March 31, 2023	April 14, 2023	April 28, 2023
April 15, 2023	April 28, 2023	May 15, 2023
April 29, 2023	May 15, 2023	May 30, 2023
May 16, 2023	May 30, 2023	June 15, 2023
May 31, 2023	June 15, 2023	June 29, 2023

District Office Contacts for Payroll & Benefits

Payroll: Sheryl Taylor - DO, SHS, Career School; Jo Lynn Harrison - ABES, AMS, ARHS, DMS, FES, GMS, KES, NES, RES, RMSA, SES, SPANN, SUBS; Cindy Roth - Adult Ed, BHES, ENES, FDES, FDHS, GAP, Facilities, JPES, ROMS, Special Svc, Transportation; Lorrie Hyatt - Extended Day, OES, OMS, SHES, SIREs, WHAIES

Benefits: Nancye Charpia - ARHS, FES, NES, DO, Manitenance, Substitutes, New Hires; Laura Logan - BHES, DMS, EEMS, GAP, GMS, KES, RMSA, SES, SHS, Spann, WRES, Special Services, Adult Ed.; Paula Trout - ABES, AMS, ENES, ESES, FDES, FDHS, JPES, OES, OMS, ROMS, SHES, WHAIES, Transportation.

Failure of Employee to Work Agreed Period

- Since all Dorchester School District Two employees are paid on a twelve (12) month basis, employees who leave the district prior to the end of the contracted year may be subject to reimbursing the district for overpayment of wages. Should the employee fail to pay the required cost, the matter may be

turned over to a collection agency and appropriate legal action may be taken.

- Should a **certified employee** fail to work at least 152 days in a school year, for any reason including but not limited to illness, pregnancy and childbirth, or a work-related injury, the employee shall not receive credit for the year towards their year of experience step.
- If an employee is unable to work or use accrued leave time for the full number of days agreed upon, for any reason including but not limited to illness, pregnancy and childbirth, or a work-related injury, the employee's total salary amount will be reduced by the number of days that were not worked.

Workers' Compensation

All employees are covered by Workers' Compensation Coverage provided by the district. **All on the job accidents must be reported to the principal/supervisor immediately. Designated school/department personnel will electronically record the injury through the insurance carrier website or submit a First Report of Injury form to the benefits office within 24 hours, if possible.** If medical treatment (outside of first aid) is required, the employee will be provided documentation of coverage. This document, **"Notice to Provider"** (*see page 89 of this handbook*) notifies the health care facility who to bill for services rendered. This "Notice to Provider" will be provided by the on-site school nurse, supervisor or front office staff. In the absence of these, the injured employee or the injured employee's representative should contact the Benefits Office at 843-873-2901 for direction.

Concentra Occupational Medical Center is the Workers Compensation Medical Provider for Dorchester School District Two. All expenses incurred as a result of employment-related injury are covered in full, upon approval by the district's workers' compensation carrier, South Carolina School Boards Insurance Trust.

Frequently Asked Questions:

How do I report an on-the-job injury? Report all injuries at work to your on-site school nurse, supervisor or front office staff immediately and request medical treatment, if needed. If you neglect to report the injury within 90 days of the accident you may lose your benefits.

What medical treatment am I entitled to receive? You are entitled to all necessary medical treatment that is likely to lessen your disability. Workers' compensation generally pays for surgery, hospitalization, medical supplies, prosthetic devices, and prescriptions. Keep in mind that in order to receive these benefits you must go to the doctor chosen by Dorchester School District Two.

How is the compensation rate determined? You are entitled to compensation at the rate of 66.66 percent of your average weekly wage based on the four quarters prior to your injury, but no more than the maximum average weekly wage determined each year by SC Department of Employment and Workforce. If you are working two or more jobs at the time of the accident, those wages may be included as part of the average weekly wage and compensation rate.

Will I get compensated for missing time from work because of my injury? There is a 7-day waiting period before benefits can be paid. You may choose to elect salary continuation by using your available sick leave during this period. If you are out of work for more than 7 days, you may choose to be paid through the district's insurance carrier at 66.66 percent compensation rate set by state law or you may choose to be paid your full salary by utilizing your available sick leave. If you choose to be paid full salary (using sick leave) the payment will continue until you are released to return, or sick leave is depleted. Following exhaustion of available leave, you will begin receiving direct payment through the district's insurance carrier at the 66.66 percent compensation rate.



Notice to Provider

(To be presented to doctor, hospital, or clinic by injured party when reporting for treatment)

_____ has reported that he/she was injured in our
(employee name)
employ on _____
(date of injury)

Please forward all reports and bills to the following address:

**South Carolina School Boards Insurance Trust
Attn: Workers' Compensation
111 Research Drive
Columbia, SC 29203**

School Location / Employer

Phone

Employer Signature (authorizing treatment)

Date

Approved Physician for treatment

Phone

NOTE: This is not an acceptance of liability.

Return to Work Notice

(To be completed by Doctor after examining employee)

Name of Doctor's Office/Clinic

Location

Phone

Diagnosis

☐ Employee IS able to return to regular duties at this time.

☐ Employee IS able to return to light duties at this time, list limitations: _____

☐ Employee IS NOT able to return to work at this time because: _____

Request Referral to: (if applicable)

Follow-up appointment date

Signature (Doctor)

Date

Please return completed form to patient to be returned to School / District Office.

Original copy: District Office

Pink Copy: Patient

Direct Deposit of Payroll Checks

Direct deposit is required for employees of Dorchester School District Two. Paychecks will be deposited in the bank account of their choice. Deposits may be made to checking or savings accounts at any bank. Employees must complete an Authorization for Direct Deposit form. These forms are available at each school or worksite from the payroll secretary, or you may request a form by contacting Personnel, or the Payroll Department, at (843) 873-2901.

Direct deposit changes can be made at any time, but are not effective until the second payroll period after the change has been received. Therefore, changes should be reported immediately to avoid a delay in receipt of paychecks.

Salary Deductions

In compliance with federal and state laws, Dorchester School District Two deducts social security contributions, retirement contributions and income taxes as appropriate for each employee.

Social Security: the Federal Social Security Program must cover all employees. Contributions are 6.2% of total salary until the maximum calendar year earnings of \$142,800. Medicare contributions are 1.45% of total wages with no salary maximum.

State Retirement / Contribution Rates: Employees participating in one of the State Retirement Programs (SCRS or ORP) contribute a tax-deferred 9.0 percent of gross pay into his/her retirement account each month. The district contributes an amount equal to 15.41 percent of the employee's gross salary into the SC Retirement System. For state ORP participants, five percent of the employer contribution is remitted directly to the participant's state ORP service provider. All SCRS retiree earnings will be subject to the same contribution rate as active members. The contributions will be posted to your retirement account; however, as a retiree you will not earn additional service credit or receive interest on your deferred contributions.

State and Federal Income Taxes: These taxes are withheld according to the scale provided by the State and Federal Governments.

Voluntary deductions may include: In addition, the Board of Trustees has approved deductions for health, dental and life insurance premiums and for contributions to 403(b), 401(k) and 457 deferred compensation plans. The South Carolina Deferred Compensation Program is sponsored by the state of South Carolina, and accounts are administered through Great West. Several companies are available for 403(b) contributions.

These include:

Variable Annuity Company (VALIC) Metropolitan Life Insurance (MetLife) Voya
Horace Mann Life Insurance National Life Group AXA Equitable Brighthouse AIG/Valic

Contributions to the South Carolina Deferred Compensation Program and to 403(b) plans are optional. The school district does not endorse participation in any particular tax sheltered plan.

Credit Union

Dorchester School District Two is affiliated with REV Federal Credit Union. Employees may join by contacting the credit union. The local branch of REV is at 1905 Trolley Road, Summerville, telephone number (843) 871-3806.

Insurance Benefits

All full time employees who work a minimum of 30 hours per week in a permanent position are eligible to participate in the State of South Carolina's Benefits Program administered by the South Carolina Public Employee Benefit Authority (PEBA). Permanent, part-time teachers who work a minimum of 15 hours per week are eligible for state health, dental, Dental Plus, MoneyPlu\$ and Vision care benefits only.

New employees have 31 days from the date of employment to complete an enrollment form. Additions or deletions may also be made when any one of the following situations occurs:

1. Marriage or divorce
2. Birth, adoption, or placement of a child into the home
3. Death of a covered dependent
4. Gain or loss of the opportunity to have group coverage through the spouse's employment.

An employee has 31 days to initiate the change if one of these instances occurs.

Employees who terminate employment with the district (for reasons other than gross misconduct) or their eligible dependents may buy extended coverage for group health and dental insurance (COBRA). Active employee insurance coverage ends the first day of the month following the last day of work. Persons meeting the following qualifications are also eligible for COBRA coverage:

1. Widow or widower of a covered employee
2. Divorced or legally separated spouse of a covered employee
3. Covered employee's child who ceases to be covered as a dependent under the general application requirements of the plan when his or her dependent status ends
4. Covered employees whose hours are reduced so that they no longer meet eligibility requirements under the plan

NOTE: To qualify for continuation of coverage, you must notify PEBA within 60 days of the date you become divorced or separated, the date your dependent child becomes ineligible for coverage or from the date coverage would have been lost if the event had been reported in a timely manner. Otherwise, your rights to continuation of coverage under COBRA will be forfeited.

Employees retiring from Dorchester School District Two should contact the Benefits Department at 873-2901 or PEBA at 888-260-9430 to enroll in retiree insurance programs.

Health Insurance

Employees may choose from the following options:

1. State Health Plan Standard Plan
2. State Health Plan Savings Plan
3. Tricare Supplemental Plan

A Notice of Election (NOE) form must also be completed to add coverage under any plan. For additional information, employees should refer to the latest Insurance Benefits Guide or contact the Benefits Office at 873-2901.

Dental Insurance

The State of South Carolina provides a dental plan at no cost to all eligible employees. The employee's spouse and eligible dependents may be covered at the employee's expense. Employees may also select supplemental dental coverage (Dental Plus) at their own expense. An enrollment form must be submitted within 31 days of employment for either or both of these coverages to be in effect. Changes in election of the plan(s) or level of coverage may be made within 31 days of a qualified family status change or during Open enrollment only. For additional information, refer to the Insurance Benefits Guide or contact your Benefits Specialist at 873-2901.

Basic Life Insurance

All active employees covered by any of the state provided health plans are automatically eligible for life insurance coverage of \$3,000 provided by the state, at no cost to the employee.

Optional Life Insurance

Employees who meet the eligibility requirements of the State health program are eligible to participate in the State Optional Life Insurance plan at their own expense. Premiums are based upon the amount of coverage selected and the age of the employee. Please refer to the Insurance Benefits Guidebook for additional information.

Dependent Life Insurance

For an additional premium, employees may purchase dependent life insurance for eligible dependent children or for one's spouse, if the spouse is not a state employee.

Reliance Standard Life Insurance

All full time active employees are automatically eligible for life insurance coverage in the amount of \$10,000. This additional benefit is provided at no cost exclusively to employees of Dorchester School District Two through the Reliance Standard Life Insurance Company.

Long-Term Disability Insurance

PEBA offers basic long-term disability insurance at no cost to all active employees covered by any of the state provided health plans. Supplemental long-term disability coverage is also available. Premiums are based on the employee's salary, age, and plan selected.

MoneyPlu\$

This plan allows participating employees to make nontaxable payments for health, dental and a portion of optional life insurance premiums, non-reimbursable medical expenses and dependent day care expenses. All MoneyPlu\$ deductions are excluded from Federal, State and Social Security taxes. Note: Upon enrollment in benefits, all employees are automatically enrolled in the pre-tax insurance premium feature unless the employee refuses enrollment.

Vision Care

The employee, his/her spouse and eligible dependents may be covered under the vision plan at the employee's expense. Enrollment must be completed within 31 days of employment, within 31 days of a qualified family status change or during Open Enrollment.

The Vision Care Discount Program is also available at no cost. Enrollment is not necessary to take advantage of this program. Certain providers throughout South Carolina have agreed to offer discounts on routine, comprehensive eye exams and eyewear (excluding disposable contacts).

Changes in Enrollment or Coverage

Annual Enrollment

Changing from one plan to another can be done only in October. The effective date of change will be January 1 of the following year.

Open Enrollment - October 1-31

- Employees may enroll themselves (if eligible) and any eligible dependents.
- Employees may terminate health coverage or drop dependents from health coverage.
- Employees may change from one Health Plan to another
- Please note, employees may enroll in, cancel or add or drop dependents from the State Dental plan and/or Dental Plus during open enrollment on odd numbered years (2019, 2021, etc).
- Employees may enroll in or cancel MoneyPlu\$ options. **In order to continue a Medical Spending or Dependent Care Account you must re-enroll annually during the month of October.**

Change in Family Status

No other enrollment changes may be made until the next enrollment period except in the following situations:

1. Dependent children may be:
 - added within 31 days of birth, adoption or legal custody;
 - added within 31 days of loss of coverage under other group insurance because such insurance was discontinued (loss of coverage letter required);
 - added within 31 days of when they are acquired by marriage and living in a parent/child relationship;
2. Dependent spouses may be:
 - added within 31 days of marriage;
 - added within 31 days of the loss of other group coverage because such insurance was canceled by the employer or because the spouse's employment was terminated; loss of coverage letter is required from the previous employer, giving employer name, date coverage was lost, type of coverage, who was covered and reason for termination of coverage;
 - dropped from dependent status when they are eligible to enroll as a state employee or retiree, or within 31 days of divorce, legal separation or acquisition of other group coverage (documentation is required).

If you do not enroll dependents within 31 days when they first become eligible, they must wait until the next annual enrollment period.

If you marry, you can change your coverage by notifying the Benefits Administrator. Notification must be made within 31 days of the date of marriage. Your coverage change will be dated from the date of the marriage.

Eligibility of a Child Age 19 & Older and/or a Dependent College Student

According to the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010, a child age 19-25 does not need to be certified as a full-time student or an incapacitated child to be covered under his parent's health, dental or vision insurance. Note that health, dental and vision coverage for a child ends the last day of the month in which he/she turns 26, unless he/she is covered as an incapacitated child.

However, according to state law, a dependent child, age 19-24, must be a full-time student to be covered under **Dependent Life-Child insurance**. A child of any age who has been certified by PEBA Insurance Benefits as an incapacitated child may continue to be covered under Dependent Life-Child. For more information about eligibility requirements, contact your benefits representative.

When Your Coverage Ends

"Employees leaving the district **and not transferring to another state agency** will be terminated from state insurance effective the first of the month following their last day worked." This is in accordance with the guidelines set forth by the Public Employee Benefit Authority. An example would be a teacher's last day of work on June 5. The termination of his/her insurance would be effective July 1. These employees and their dependents are offered continuation coverage under the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

Employees transferring to another school district will be carried through the summer months if they are transferring to another academic setting with a participating entity and cannot work because school is not in session. This is **only** if the employee is transferring within the state system and notified our district of intent to transfer. **If you find that you will be transferring to another district within the state, please notify us prior to July 1.**

Affordable Care Act

Types of Employees

As of January 1, 2015, employees will fall into one of three categories:

- A. New full-time employee (Permanent or Non-permanent)** - A newly hired employee who was determined by the employer, as of the date of hire, to be full-time and eligible for benefits.
- B. New variable-hour, part-time or seasonal employee** - A newly hired employee who is not expected to be credited an average of 30 hours per week for the entire measurement period, as of the date of hire. Therefore, the employer cannot reasonably determine his/her eligibility for benefits as of the date of hire.
- C. Ongoing employee** - Any employee who has worked with an employer for an entire Standard Measurement Period.

Benefits Eligible Notification of variable hour employees

Employees will be notified of benefits eligibility following the close of the Standard Measurement Period. Notified employees will choose to refuse or enroll in the offered coverage within 31 days of eligibility.

A Full-time/non-permanent or variable-hour employee married to a PEBA subscriber may not refuse coverage as an active employee and remain covered as the spouse of a PEBA subscriber. If the employee is eligible for his/her own benefits, he cannot remain covered as a dependent of another PEBA subscriber.

If you have questions regarding the Affordable Care Act or your potential eligibility, please contact the Benefits Office at 843-873-2901.

PEBA Insurance Benefits Information for working Retirees

If an employee, who is covered by the state retiree group, returns to an insurance eligible position, he/she must return to active coverage status.

Retirement Benefits

Membership

Permanent, full-time and part-time employees, with the exception of school bus drivers, must join the South Carolina Retirement Systems or the Optional Retirement Plan. School bus drivers and temporary employees may choose whether to join. Employees eligible to opt out of the retirement system will be offered the option of non-membership. Membership starts when you begin earning compensation from a covered employer and you begin making contributions to the system.

The Plans

THE SOUTH CAROLINA RETIREMENT SYSTEM

The South Carolina Retirement System (SCRS) is a *defined benefit plan*. In a defined benefit plan, the state bears the investment risk and provides a guaranteed monthly pension based on a statutory formula, not on your account balance.

THE STATE OPTIONAL RETIREMENT PROGRAM

The State Optional Retirement Program (State ORP) is a *defined contribution plan*. In a defined contribution plan, you invest your funds within the plan's investment choices and then bear the risk, or enjoy the benefit, based on the performance of your investments. Your retirement benefit is based on the balance in your account when you retire.

Choosing your retirement plan

Eligible employees have an opportunity to select the retirement plan that best meets their specific retirement needs. Employees have 30 days from their date of hire to make a decision. **If an employee does not make a selection, he or she will automatically become a member of SCRS, the defined benefit plan.** The choice an employee makes between the two retirement plans offered will affect his or her financial and retirement income security.

Enrollment

The Public Benefit Authority requires that you provide a working email address to your employer in order to initiate enrollment. Following the receipt of this information you will receive an email directly from the PEBA Retirement System requesting that you select your retirement program option. You will follow the instructions contained in the email to finalize your enrollment choice.

You must respond to this email no later than 30 days from your official date of hire. **Failure to complete the enrollment process by the deadline will result in a default enrollment into the SCRS Defined Benefit Program (traditional pension plan).**

Contribution Rates

You contribute a tax-deferred 9.0 percent of gross pay into your retirement account each month. If you have not retired, your account earns interest compounded annually on your balance as of the previous June 30th. All SCRS retiree earnings will be subject to the same contribution rate as active members.

Retiree contributions will be posted to your retirement account. However, as a retiree you will not earn additional service credit or receive interest on deferred contributions. The district contributes an amount equal to 15.41 percent of the employee's gross salary.

SCRS

Minimum Service Requirement – SCRS (Defined Benefit Plan)

SCRS members whose membership began prior to July 1, 2012 (i.e. Class Two member), must have five years of earned service to be eligible to apply for a service or disability retirement annuity. Members whose membership began after July 1, 2012 (i.e. Class Three membership), must have eight years of earned service.

Establishing Additional Service Credit

While you are an active member, you may establish credit for various types of service including previous employment, leave of absences, and up to five years of non-qualified service.

Leaving Before Retirement

If you terminate active employment, you may choose to have the funds paid directly to you, roll over the funds into an Individual Retirement Account (IRA), a 401(k) plan, a 401(a) eligible plan, a 403(b) plan, or some 457 plans, or leave your contributions in your retirement account to continue to accrue interest. You may apply for a refund at a later date or apply for service retirement annuity upon reaching eligibility.

Refund of Contributions

If you terminate employment, you may request a refund of your employee contributions plus interest, but you forfeit your rights to any future service retirement or disability annuity. You are not required to withdraw your contributions and interest at termination. Employer contributions are not refunded to SCRS members. By law, there is a minimum 90-day waiting period from your date of termination until a refund can be made.

The Retirement System is required to withhold federal taxes of 20 percent on the taxable portion of any refund that is not transferred directly into another qualified retirement plan. Other taxes may apply as well. Check with an accountant or tax advisor regarding your tax liability.

Service Retirement – When to Apply

Service retirement applications may be filed as early as six months prior to your desired effective date of retirement. Contact the Benefits Office at 843-873-2901 for more information.

Service Retirement Eligibility

If you meet the following requirements, you are considered eligible to retire.

Normal Retirement (Unreduced Benefits):

Class Two (membership effective prior to July 1, 2012):

- 28 years of service on the date of retirement, 5 years of which must be earned service credit; or
- Age 65 or older on the date of retirement with at least 5 years of earned service credit.

Class Three (membership effective on or after July 1, 2012):

- Meet the Rule of 90 requirement with a least 8 years of earned service credit. This means that your age and years of service credit must add up to 90. For example, a member who is 56 years old and has at least 34 years of service credit, 8 years of which must be earned service credit, would be eligible for normal retirement ($56 + 34 = 90$); or
- Age 65 or older on the date of retirement with at least 8 years of earned service credit.

Early Retirement (Reduced Benefit):

Class Two (membership effective prior to July 1, 2012):

- Age 60 with at least 5 years of which must be earned service credit. Your annuity is permanently reduced 5% for each year of age less than 65; or
- Age 55 or older with 25 years service credit, five of which must be earned service credit. Your annuity is permanently reduced 4% for each year of service less than 28. **Benefit adjustment restrictions apply.**

Class Three (membership effective on or after July 1, 2012):

- Age 60 with at least 8 years of earned service credit. Your annuity is permanently reduced 5% for each year of age less than 65.

If you are a Class Two member and retire under the early retirement provisions at age 55 with 25 years of service, you are eligible for a benefit adjustment until the second July 1 after you reach age 60 or the second July 1 after the date you would have attained 28 years of service credit had you not retired.

Please note that if your membership began before January 1, 2001, the 5 year minimum earned service requirement may not apply if you had 5 years of “creditable” service (this includes purchased time) accrued as of December 31, 2000. Or, you may also meet eligibility if you were at least age 60 and a contributing member on December 31, 2000.

Retirees (Service or disability)

Dorchester District Two will notify SCRS upon a retiree’s return to covered employment. A retired member returning after July 1, 2005 must make member contributions to the systems at the same rate as an active member.

SCRS and PORS members who have been retired for at least 30 consecutive calendar days may return to work for an employer covered by the Retirement Systems. Depending on date of retirement, and age at the time of retirement, earning limitations may apply. If a retired member returns to covered employment sooner than 30 consecutive calendar days after retirement, his or her retirement annuity will be discontinued while he remains employed by a covered employer.

State ORP Distribution Requests

State ORP participants must terminate all employment covered by one or more of the retirement systems administered by PEBA in order to request a distribution unless they are age 59 ½ or older. Participants should contact their service provider to request forms needed to receive a distribution of their account balance. Questions regarding payment options for State ORP distributions should be directed to the participant’s service provider

Contact Information:

- Telephone – 888-260-9430
- Web Address – www.peba.sc.gov/state-orp

Retirees returning to covered employment / Earnings Limitation

If you retire before you reach age 62 and return to covered employment, you will be subject to a \$10,000 per year earnings limitation. This means you can earn up to \$10,000 per year from covered employment and continue to receive your retirement benefit. If you continue covered employment after earning more than \$10,000 in a calendar year, your monthly retirement benefit will be suspended for the remainder of that year. The \$10,000 earnings limitation applies regardless of your age when you return to covered employment. For example, if you retire at age 58 with 30

years of service and return to covered employment when you are 63 years old, you would still be subject to the \$10,000 earnings limitation since you retired before you reached age 62. The \$10,000 earnings limitation from covered employment does not apply to members who retired prior to January 2, 2013, or members who retire after age 62.

Critical needs teachers' exemption

Under certain circumstances, a retired member may return to covered employment without affecting his monthly retirement benefit if he is a certified teacher and is employed by a school district to teach in the classroom in his area of certification. The \$10,000 earnings limitation does not apply if the State Department of Education determines that no qualified, non-retired member is available for employment in the position, and that a certified teacher is teaching in a critical academic need area or a geographic need area as defined by the State Board of Education, or that a retired certified school teacher or certified employee is employed in a school or school district that has received a below average or unsatisfactory academic performance rating pursuant to the Education Accountability Act. After approval is received from the Department of Education, school districts must notify PEBA of the member's exemption from the earnings limitation.

Rehiring of Retired Employees

Procedures for Re-applying

All persons who are interested in continuing their employment with the district must submit the following items to the personnel office:

1. A letter of interest delineating certificate(s), special talents or expertise for position.
2. A letter of recommendation sent from the principal or immediate supervisor to the personnel office.
3. A letter from the personnel office stating there are no viable replacement candidates or that the candidate is in a critical needs teaching area as defined by SDE.
4. Copies of your last three (3) performance evaluations, all of which indicates better than satisfactory performance, and no disciplinary letters in his or her file during the past three years.

The Superintendent is authorized to hire retired employees to work in the district on an "as needed" basis when their employment would serve the best interests of the school system. In such cases, the Superintendent shall notify the employee of his or her at-will employment status. The continued employment of retired employees shall be at the discretion of the Superintendent. The decision to employ or not employ retired employees will not be subject to the district's grievance procedures.

A 30-day break in service is required before continued employment may be considered. If the Superintendent determines to extend an offer of continued employment and the retiree accepts the offer, the retiree would be employed under a "Retiree Letter of Agreement," in accordance with the district salary schedule, to complete the current school year only. Employees who are offered continued employment would be allowed to retain their accrued leave days for the remainder of

that fiscal year. Since there is no guarantee of continued employment with the district, leave days will not be accrued from year to year and there would be no compensation for unused leave.

Effective July 1, 2005, all state and school district retirees, who have been re-employed by a state employer, will make regular contributions to the Retirement System without accruing additional service credit.

Policy GCQE-R, Issue Date 08/05

Social Security Information

A copy of the employee's social security card is required for all new enrollees/hires to the system. The name on the card must match the name on the Enrollment Form. If an employee has married but not yet received an updated social security card, the name will be entered into the Retirement Systems data base as shown on the social security card, until a new card is provided to the Personnel Office. The employee will be enrolled in the system and will still be required to submit the updated social security card.

These documents are necessary to establish the member's account not for identification of the member.

For those individuals who are already members of the system and who are only changing their names, the following will suffice:

- 1) If the member's account is in an active status, then a copy of the social security card with the correct name must be submitted by the employer, along with a completed enrollment form indicating a name change or;
- 2) A certified copy of one of the following and a completed enrollment form:
 - a) Marriage license;
 - b) Divorce decree indicating legal name change;
 - c) Court order of a name change (includes annulment and adoption);
 - d) Other documentation with approval indicated by the agency director or attorney.

To correct a misspelling of a member's name who is already enrolled, have the member or the employer submit a written request to correct the spelling. For additional information from the Social Security Administration, please call their toll free number at 1-800-772-1213. This line is accessible Monday through Friday, 7:00 A.M. to 7:00 P.M.

Reminder: When you make a name change, you must secure a new Social Security card. Failure to register your name change with Social Security could negatively impact your retirement status.

Activity Passes

Activity passes are issued annually to all interested full-time employees. These passes admit the employee to all "at-home" athletic events, excluding play-off games.

Pay Stubs

Employees are encouraged to monitor their pay stubs. Inaccuracy will only be addressed during the year the error occurred.

Unemployment Benefits Law for Educational Institutions

Pursuant to Title 41-35-20:

- (1) Benefits based on service in an instructional, research, or principal administrative capacity in an institution of higher education as defined in Section 41-27-290 or educational institution as defined in Section 41-27-340 must not be paid to an individual for any week of unemployment which begins during the period between two successive academic years, or during a similar period between two regular terms, whether or not successive, or during a period of paid sabbatical leave provided for in the individual's contract, if the individual has a contract or a reasonable assurance that the individual will perform services in this capacity for both these academic years or both these terms.
- (2) With respect to services performed after December 31, 1977, in any other capacity for an educational institution or institution of higher education, irrespective of whether the institution is a public, private, or nonprofit organization, benefits are not payable on the basis of these services to any individual for any week which commences during a period between two successive academic years or terms if the individual performs these services in the first of those academic years or terms and there is a reasonable assurance that the individual will perform these services in the second of those academic years or terms. However, if compensation is denied to any individual under this subsection and the individual was not offered an opportunity to perform these services for the educational institution or institution of higher education for the second of these academic years or terms, the individual is entitled to a retroactive payment of compensation for each week for which the individual filed a timely claim for compensation and for which compensation was denied solely by reason of this subsection.
- (3) With respect to any services described in subsections (1) and (2), benefits are not payable on the basis of services in any such capacities to any individual for any week which commences during an established and customary vacation period or holiday recess if the individual performs these services in the period immediately before the vacation period or holiday recess, and there is a reasonable assurance that the individual will perform these services in the period immediately following the vacation period or holiday recess.
- (4) With respect to any services described in subsections (1), (2), and (3) of this section, benefits are not payable on the basis of services in any such capacities to any individual who performed these services in an educational institution or institution of higher education while in the employ of an educational service agency. For purposes of this section, "educational service agency" means a governmental agency or governmental entity which is established and operated exclusively for the purpose of providing these services to one or more educational institutions.
- (5) With respect to any services described in subsections (1), (2), and (3), benefits are not payable on the basis of services in any such capacities to any individual who performed these services for a private employer holding a contractual relationship with the educational institution and is providing the services to or on behalf of an educational institution or an institution of higher education, provided that the private employer notifies the Department of Employment and Workforce of the separation of an individual subject to this subsection.
- (6) In this section "reasonable assurance" means a written, verbal, or implied agreement that the employee will perform services in the same capacity during the ensuing academic year or term.

South Carolina Payment of Wages Law

Definitions

"Employer" means every person, firm, partnership, association, corporation, receiver or other officer of a court of this state, the state or any political subdivision thereof, and any agency, agent or officer of the above classes employing any person in this state.

"Wages" means all amounts at which labor rendered is recompensed, whether the amount is fixed or ascertained on a time, task, piece, or commission basis, or other method of calculating the amount and includes vacation, holiday, and sick leave payments which are due to an employee under any employer policy or employment contract. Funds placed in pension plans or profit sharing plans are not wages subject to this chapter.

Recordkeeping Requirements

This applies to all employers in South Carolina except it does not apply to:

- 1) Employers of domestic labor in private homes.
- 2) Employers employing fewer than five employees at all times during the preceding twelve months.