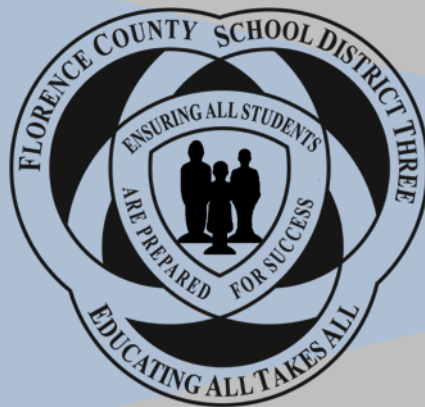


**FLORENCE COUNTY  
SCHOOL DISTRICT THREE  
2013-2014  
EMPLOYEE  
HANDBOOK**



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# **General Information**

## INTRODUCTION

This handbook gives employees up-to-date information on issues that affect their employment with the school district. This handbook refers to numerous Florence County School District Three policies and procedures.

All employees of Florence County School District Three have a duty to understand and comply with applicable laws, policies, and procedures. Copies of our operating policies and procedures are available at each school and the district's website.

Please note that each school may assist its employees by way of site-based guidelines not contained in this handbook or official Board documents. Additionally, district-wide departments, Board policy, and administrative rulings may have published procedures which affect employees (Payroll Department, for example).

**THE FLORENCE COUNTY SCHOOL DISTRICT THREE POLICIES AND PROCEDURES, WHETHER OR NOT CONTAINED IN THIS HANDBOOK, ARE NOT AN EMPLOYMENT CONTRACT NOR ARE THEY TERMS OF AN EMPLOYMENT CONTRACT, THE SCHOOL DISTRICT'S EMPLOYEES (OTHER THAN EMPLOYEES IN POSITIONS COVERED BY SOUTH CAROLINA CODE OF LAW, OR EMPLOYEES WHO HAVE SPECIFIC EMPLOYMENT CONTRACTS) ARE ALL EMPLOYEES AT WILL. THIS MEANS THE EMPLOYEE OR THE SCHOOL DISTRICT HAS THE RIGHT TO TERMINATE THE RELATIONSHIP AT ANY TIME, WITH OR WITHOUT REASON. THIS HANDBOOK IS NOT INTENDED TO CREATE AN EMPLOYMENT CONTRACT.**

The Florence County School District Three Employee Handbook is posted on the district website for all staff to review and familiarize themselves with district policies and procedures. Revisions to the handbook will be made as necessary. We believe the information contained in this handbook to be accurate at the time of publication. All employees should be alert to changes in policies and/or procedures implemented during the year. Because we always seek to improve the usefulness of this handbook, employees are encouraged to send written suggestions or ideas regarding its content to the Office of Human Resources.

Please accept our best wishes for a great year, and we appreciate your dedication to the students of Florence County School District Three.



Dr. V. Keith Callicutt  
Superintendent

**Mission**

The mission of Florence School District Three is to “Ensure All Students Are Prepared For Success: 100% College or Career Ready”

**Beliefs**

- Student-focused
- United Effort (All Stakeholders)
- Communication
- Committed and Compassionate
- Excellence
- Standards-driven
- Safety and Security

**Vision**

To ensure the success of all students in Florence School District Three, the vision includes:

- K-12 alignment of an academically rigorous and relevant curriculum,
- Encouraging, recognizing, promoting, and compensating innovation and achievement,
- Recruitment, retention, and development of highly effective teachers and staff,
- A provision of a safe and secure environment where teachers can teach and students can learn,
- Effective collaboration between all stakeholders for opportunities that will enhance discovery, explorations, and pursuit of dreams and aspirations for FSD3 students,
- The gaining of knowledge and skills needed to productive citizens and recognize the value of self and others.

**Learner Standards**

- Learners will work cooperatively.
- Students will be lifelong learners.
- Learners will be able to use critical thinking skills.
- Learners will be problem solvers.
- Learners will recognize the value and uniqueness of themselves and others.
- Learners will develop career goals and plans for achieving their goals.
- Learners will feel confident in taking risks and making choices.

## **FLORENCE COUNTY SCHOOL DISTRICT THREE CODE OF ETHICS**

The vision of the Florence District Three System is to ensure that every student achieves mastery of academic skills essential for success in life, acquires the knowledge needed to live as a productive citizen in a rapidly changing world, and gains understanding and respect for self and others.

The success of our school system depends on adherence to the highest ethical principles in the operation of the system and in the relationship between the board of trustees and superintendent, the superintendent and staff, and the staff and students. This code reflects the principles, goals and responsibilities that are essential to ensuring the integrity of the school system and these relationships. All persons who are a part of the Florence County School District Three system shall seek to:

1. Assure the opportunity for high quality education for every student and make the well-being of students the fundamental principle for all decisions and actions;
2. Uphold the principles of due process and individual dignity; respect and protect the civil and human rights of everyone;
3. Consider all issues fairly;
4. Implement fully all national, state and local laws and regulations pertaining to education and public agencies;
5. Preserve, protect and promote the well-being of Florence School District Three;
6. Build and preserve trust in public education and work to instill respect for our community, state and nation;
7. Have the courage to act and to be responsible for one's own actions;
8. Maintain high standards and a strong work ethic;
9. Act as part of an educational team with mutual respect and regard for each other;
10. Act with honesty, fairness, integrity and discretion in all relationships.

## **CODE OF ETHICS ESTABLISHED BY THE NATIONAL EDUCATION ASSOC.**

The purpose of this Code of Ethics is to define standards of professional conduct.

The educator believes in the worth and dignity of each human being and recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nature of democratic principles. Essential to these goals are the protection of freedom to learn and to teach and the guarantee of equal educational opportunities for all. The educator strives to maintain the respect and confidence of colleagues, students, parents, and legal guardians, and the community, and to serve as an appropriate role model. The educator exemplifies a commitment to the teaching and learning processes with accountability to the students, maintains professional growth, exercises professional judgment, and personifies integrity.

To uphold these commitments, the educator should exemplify:

1. Principle I – Commitment to the Student
  - a) The educator strives to help each student realize his/her potential as a worthy and effective member of society. The educator, therefore, works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.
  - b) In fulfillment of the obligation to the student, the educator:
    - (1) Shall not unreasonably restrain the student from independent action in the pursuit of learning;
    - (2) Shall not unreasonably deny the student to varying points of view;

- (3) Shall not deliberately suppress or distort subject matter relevant to the student's progress;
- (4) Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety;
- (5) Shall not intentionally expose the student to embarrassment or disparagement;
- (6) Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation unfairly:
  - i. Exclude any student from participation in any program;
  - ii. Deny benefits to any student;
  - iii. Grant any advantage to any student.
- (7) Shall not use professional relationships with students for private advantage;
- (8) Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

## 2. Principle II – Commitment to the Profession

- a) The education profession is vested by the public with the trust and responsibility requiring the highest ideals of professional service. In the belief that the quality of services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of trust to careers in education and to assist in preventing the practice of the profession by unqualified persons.
- b) In fulfillment of the obligation to the profession, the educator:
  - (1) Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications;
  - (2) Shall not misrepresent his/her professional qualifications;
  - (3) Shall not assist entry into the profession of person known to be unqualified in respect to character, education, or other relevant attributes;
  - (4) Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position;
  - (5) Shall not disclose information about colleagues obtained in the course of professional service unless the disclosure serves a compelling professional purpose or is required by law;
  - (6) Shall not assist a non-educator in the unauthorized practice of teaching;
  - (7) Shall not knowingly make false or malicious statements about a colleague;
  - (8) Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

Furthermore, educators are under the jurisdiction of the "Ethical Conduct of Public Officials and Employees," Section 8-13-20 of the South Carolina Code, 1976, as amended and are subject to the rules of conduct of the statute. (Reference: Board of Trustees Policy GBU)

A public official or employee:

1. Shall not use his/her position or office for personal financial gain (Sec. 8-13-410);



2. Shall not participate directly or indirectly in a procurement when he/she has knowledge or notice that: (a) he/she or any business with which he/she is associated has a financial interest pertaining to the procurement; (b) any other person, business, or organization with whom he/she or a member of his/her household is negotiating or has an arrangement concerning prospective employment is involved in the procurement (Sec. 8-13-410);
  3. Shall not be deemed to have a conflict of interest with regard to matters pertaining to a financial interest in a blind trust held by him/her or any members of his household, provided that disclosure of the existence of the blind trust has been made to the appropriate supervisory office (Sec. 8-13-410);
  4. Shall not receive compensation, including a promise of future employment, to influence action for the award of a subcontract or order (Sec. 8-13-420);
- (Reference: Board of Trustees Policy GBU)

### **ACCEPTABLE USE/INTERNET AND E-MAIL ACCESS**

The purpose of the District's educational network is to support research and education in and among academic institutions by providing access to unique resources and the opportunity for collaborative work. All use of the internet and network must be in support of education and research and be consistent with the educational objectives of the District. Use of other networks or computing resources must comply with the rules governing those networks. Transmission or any material in violation of any Federal or State laws or regulations is prohibited; this includes, but is not limited to, copyrighted material, threatening or obscene material, or material protected by trade secret. Access to computer systems and networks owned or operated by the District impose certain responsibilities and obligations on users and is subject to District policies and local, State, and Federal laws.

Acceptable use is always ethical, reflects honesty, and shows restraint in the consumption of shared resources. It demonstrates respect for intellectual property, ownership of information, system security mechanisms, and the individual's rights to privacy and freedom from intimidation, harassment, and unwarranted annoyance. (Reference: Board of Trustees Policy IJN)

### **COMMUNICABLE DISEASES – EMPLOYEE SAFETY**

The Florence County School District Three will attempt to provide a safe and secure environment for all students and employees. All efforts will be made to protect students' and employees' rights and to control communicable diseases. All decisions regarding the employment status of employees with communicable diseases shall be made on a case-by-case basis in accordance with the accompanying regulation.

(Reference: Board of Trustee Policy GAS)

### **CONFLICT OF INTEREST**

The Florence District Three Board of Trustees recognizes that all business transactions in which the school system engages not only must be within the law, but also must reflect generally accepted fair trade practices. The board further recognizes the need for all employees to refrain from engaging in inappropriate business-related behavior. Employees of the school system shall not:

- Engage in selling goods or services to the board;
- Engage in or have a financial interest in any activity that conflicts or raises a reasonable question of conflict with duties or responsibilities in the school system;
- Engage in any type of private business during the employee's school day or at school site;
- Engage in work of any type where the source of information or a customer, client, or employer originates from school system data;

- Accept gifts from any person or groups desiring or doing business with the school system, except for nominally valued instructional products or advertising items, which are widely distributed;
  - Provide employee directories to anyone who wishes to use them for financial gain purposes.
- (Reference: Board of Trustees Policy DJE, DJEI, GAIA)

## **CORPORAL PUNISHMENT**

The board believes that a well-disciplined school system can be maintained without the use of corporal punishment and force. Therefore, board policy prohibits the use of corporal punishment by principals, assistant principals, teachers, and substitute teachers, any other school system personnel, student teachers or volunteers. All school personnel will be informed of this policy on an annual basis. (Reference: Board of Trustees Policy JDA)

## **CRIMINAL RECORDS CHECK (EMPLOYEES and SUBSTITUTES)**

Board policy requires a criminal record history check on newly hired employees. A criminal records check will also be conducted on a random or rotating basis on all annually rehired and current employees including substitutes. (Reference: Board of Trustees Policy GBC)

## **CRIMINAL RECORDS CHECK (VOLUNTEERS)**

Reasonable background inquiries and checks are required for any volunteers (to include interns, student teachers, tutors or similar roles) who have unsupervised contact with students. Prior to the usage of any volunteer in a role which may allow unsupervised contact with students, the school principal, besides checking appropriate references, shall also submit required documentation to the Human Resources Office, signed by the prospective volunteer. The signed form must include appropriate personal information to allow the district to complete an in-state criminal record check and sufficiently detailed information to enable the district to investigate any out-of-state or federal arrests or convictions. New or updated forms and rechecks will be required annually for each successive fiscal/school year.

## **DISCIPLINE, SUSPENSION, AND DISMISSAL OF CERTIFIED STAFF**

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

### Dismissal of Certified Personnel

It is the policy of the board to remove from employment any educator who shall fail or who may be incompetent to give instruction in accordance with the directions of the superintendent or who shall otherwise manifest an evidence of unfitness for teaching.

Evident unfitness for teaching is manifested by conduct such as, but not limited to, the following:

1. Persistent neglect of duty;
2. Willful violation of rules and regulations of the State of South Carolina and the Florence County School District Three Board of Trustees;
3. Drunkenness;
4. Conviction of a violation of the laws of this state or the United States;
5. Gross immorality;
6. Dishonesty;
7. Illegal use, sale or possession of drugs or narcotics.

### Discipline

Whenever a principal or other school administrator charged with the supervision of a teacher/educator finds it necessary to reprimand a teacher/educator for a reason that he/she believes may lead to dismissal or cause the teacher/educator not to be re-employed, he/she will take the following steps. Any

disciplinary action will be implemented pursuant to the provisions of the *Teacher Employment and Dismissal Act*, Section 59-25-410, et seq., of the Code of Laws of South Carolina 1976. Educator is to be interpreted as all certified personnel.

(1) Notification of Conduct

The administrator shall meet with the employee and identify the area(s) of unsatisfactory and/or inappropriate performance. Suggestions for corrective action shall be made with identifiable timelines. Consequences for further violations shall also be made at this time. The employee shall receive a written summary of the conference which shall be signed by both parties. This notification shall become part of the educator's file.

(2) Written Reprimand

In the event that the employee violates established protocol, policy, or law, or if he-she continues to display conduct which has been previously identified as unacceptable, the employee will receive an immediate written reprimand and may be subject to disciplinary action including but not limited to suspension or dismissal.

(3) Suspension

Whenever the superintendent has reason to believe that cause exists for the dismissal of an educator and that the immediate suspension of the individual is necessary in the best interests of the children and/or safety of its employees, the superintendent may suspend an educator without notice or without a hearing. The superintendent shall notify the educator in writing of the suspension, identifying the cause of such action. The notice shall include the fact that a hearing before the Florence County School District Three Board of Trustees is available to the educator upon request provided the request is made in writing within 15 days. The salary of the suspended employee will be terminated on the date the Board of Trustees sustains the suspension and subsequent dismissal of the employee. (Reference: Board of Trustees Policy GBN)

## **DISPOSAL OF BOARD PROPERTY**

Individual employees are not authorized to give away, sell or otherwise dispose of school district property. Such disposals shall be handled by appropriate staff in accordance with state statutory requirements and local policy governance limitations.

(Reference: SC Code, 1976 section 59-19-190; section 59-19-250: Board of Trustees Policy DFN)

## **DRUG, ALCOHOL, AND TOBACCO-FREE WORKPLACE**

Due to the commitment to a drug and alcohol free workplace, it is the policy of Florence County School District Three that the work environment shall be free of the presence of alcoholic beverages or unlawful controlled substances and that employees shall perform their job assignments safely, efficiently, and without the adverse influence of alcohol or controlled substances. Therefore, the school system requires the following:

1. 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 controlled substance as defined by the act and regulation of federal or state law. No employee shall be under the influence of alcohol or drugs while at school or at a school-sponsored activity.
2. As a condition of employment, each employee will notify his/her supervisor of his/her conviction (or plea of guilty, no contest, or "nolo contendere") of any criminal drug or alcohol statute no later than the next business day after any such conviction or plea.

3. Employees who are required to drive any school-owned or school-leased vehicle during the performance of their duties shall be tested for specific substances in the following instances: pre-employment, reasonable cause situations, randomly, post-accident, and re-certification.
4. Employees who violate these terms as stated in board policy will be subject to disciplinary action including, but not limited to, non-renewal, suspension or termination at the discretion of the superintendent and board of trustees.

This policy shall govern each employee (1) during school hours, (2) while on any property owned or leased by the board, (3) at any time during which the employee is acting in the course and scope of his/her employment with the board, and/or (4) at any other time that the employee's violation of this policy has a direct and adverse effect upon the performance of his/her job.

Violation of this policy shall subject an individual to personnel action including, but not limited to, termination of employment or the requirement that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by the Administration, or suspension, with or without pay, or conditional continuation of employment, or any combination of these enumerated actions. The acts prohibited by this policy do not include the lawful and proper use of drugs prescribed by a doctor or over-the-counter medications. However, no employee shall report to work or engage in normal duties, if he/she is visibly and/or knowingly impaired by drugs prescribed by a doctor or over-the-counter medications. Such conduct is considered improper and may result in further disciplinary action up to and including dismissal. (Reference: Board of Trustees Policy GAMB)

## **DUTIES**

The following duties are expected of individual employees of Florence County School District Three:

1. All district personnel have the duty to report to the school principal or, if the principal is not available, to the principal's designee and/or School Resource Officer, any reasonable suspicion that a student is carrying or has carried with the intent to go armed a firearm, knife, club, or other weapon, on school property. If neither the principal nor the designee is available, school personnel may report such violations of this law to the appropriate authorities.
2. No person that has any contagious disease shall teach or work in any school in such forms as might endanger the health of school children.
3. The employee's work day shall consist of the hours specified by the position indicated on the employee's annual assignment letter.
4. Teachers are to give instruction to the students in the areas assigned by the superintendent and the principal.
5. Teachers are to report accurately the number of students present and absent each day in the manner prescribed by the district.
6. Teachers are to follow state and local courses of study, to follow rules and regulations of the state and policies of the district's board of trustees, and to follow school rule and policies established by the principal.
7. Teachers are to participate in school and district project teams, School Improvement Councils, and other site based teams and committees as requested.
8. Educators are expected to engage in regularly scheduled conferences with the students and their parents. Two district-wide days have been scheduled for Parent-Student-Teacher conferences. Certified staffs are expected to be in attendance and give their full participation during this time.
9. Each teacher shall be provided with a record book and/or computer software in which the roster of each class taught by him/her shall be kept and in which all data used to determine student

progress shall be recorded. This class book or electronic information is and shall remain the property of the school, and shall be filed with the principal at the close of the year.

10. Books and software supplied to students by Florence School District Three are not given, only loaned, and the educator shall encourage students to properly care for a return same complying with the district and principal textbook return and collection requirements at the end of each school term.
11. Teachers will be responsible for supervising students as assigned by the principal while students are on school grounds or involved in school sponsored activities.
12. No educator regularly employed by Florence School District Three will be permitted to take college credit work during the school term which would interfere with the duties assigned to that educator.
13. No educator shall sell on school property for personal profit products of any kind to students, employees of the district, or patrons of the school in which they teach.
14. All principals, teachers, and employees of Florence School District Three should be faithful and loyal to the school and community in which they work.

### **EMERGENCY CLOSINGS**

In case of school cancellation, delayed opening and/or early dismissal of school due to emergency and/or hazardous conditions, the official closing notice will be put on the district and school websites ([www.florence3.k12.sc.us](http://www.florence3.k12.sc.us)) and will also be placed on local media. Announcements will be made on the following television and radio stations:

#### **TV Stations**

WBTW TV-13

WPDE TV-15

WMBF TV-10

#### **Radio Stations**

WMHK Columbia 89.7 FM

WPDT Lake City 105.1 FM

WMXT Florence 102.1 FM

WJMX Florence 103.3 FM

Television and radio stations will be notified, when necessary, early on the morning(s) of hazardous conditions. When school is cancelled for the day(s) due to hazardous conditions, the cancelled day(s) will be re-scheduled in the school calendar using existing weather days. Emergency closings exceeding these allotted weather days will be made up at the direction of the superintendent with approval of the board of trustees.

Any changes in the time for the employees to report to work will be announced by the Superintendent at the time of the school cancellation announcement.

If school opening is delayed for students, school-based non-administrative employees are expected to report at least fifteen (15) minutes before the time designated for students to arrive; this time (delayed opening) will not have to be made up. The following work groups – bus drivers, food service, custodians and maintenance–will have their work schedule for emergency closing set by their supervisors. If for some reason the above appropriate time-line is not possible, the employee will contact the principal/supervisor about the arrival problem and the issue of taking leave or making up the time missed.

If school is dismissed early, teachers and other school-based employees will be dismissed fifteen (15) minutes after all students have departed. This time will not have to be made up. A principal or his/her designated representative must remain at the school until notified by the supervisor of transportation or his/her representative that all of their students who ride school buses assigned to their schools have been delivered to their afternoon destinations. District office personnel will be dismissed at the discretion of the Superintendent.

## **EMPLOYEE ABSENCES**

When absent from duty for whatever reason, an employee must notify the appropriate supervisor or building administrator of his/her inability to report to work as soon as the need for absence is known, but not later than the beginning of the work day. It is the employee's responsibility to provide notification of each day's absence unless an extended number of absences have been established.

If the employee fails to notify the appropriate supervisor or building administrator (or designee) of his/her absence, a deduction will be made from his/her salary for the time lost. Unexplained absences or leaving the job site without authorization will not be tolerated and will be considered sufficient cause for discharge.

The appropriate supervisor, building administrator, or the Human Resources Department may require, at any time, a statement from a medical doctor or other acceptable proof that the employee was unable to work. Such documentation is required for absences of more than five (5) consecutive days. The required leave forms and, if necessary, supporting documentation must be submitted to the individual designated by the work site no less than three (3) days after employee returns to work. Failure to do so may result in the absence being designated as uncompensated leave, and daily pay rate will be deducted from the employee. (Reference: Board of Trustees Policy GAR)

## **EMPLOYEE DRESS CODE**

All faculty and employees of Florence School District Three serve as role models for the students with whom they work and as leaders in the community. Consistent with these roles, all faculty and employees shall dress in a manner and have an appearance that is appropriate and professional in light of the environment in which they work, the duties of their jobs, and the impressionable youth they serve. Supervisors and school level administrators are authorized to interpret this policy and their interpretations shall be given deference.

Teachers and administrators should adhere to a professional dress code in the school. Such a code means that clothing that common sense dictates is not appropriate for a classroom, business office, or parent's meeting should not be worn. For example, teachers should not wear sneakers, flip flops, jeans, spandex, shorts, oversized T-shirts, see through clothing, low-cut blouses, or sweat suits. But teachers may wear neat jeans, sneakers, and sweat suits when appropriate for activities such as field trips, physical education classes, or art classes. (Reference: Board of Trustees Policy GAMC-R)

## **EQUAL OPPORTUNITY EMPLOYMENT**

The Florence School District Three is an equal opportunity employer and does not discriminate on the basis of race, creed, color, religion, national origin, marital status, disability, sex, age, (except where sex or age is a bona fide occupational qualification), in any of its educational or employment programs and activities. Concerns in this area should be discussed with one's supervisor or the building administrator, or their supervisor's supervisor.

If concerns remain, employees should contact the superintendent's designee responsible for EEOC complaints. (Reference: Board of Trustees Policy GBC)

## **EXTRA DUTY ASSIGNMENT**

Employees are expected to carry out all reasonable duties before, after, and during the school day which are requested by the principal.

### Bus Duty

Principals of schools served by buses are required to have at least one employee on the grounds to supervise children who may arrive early or depart late.

### Hall Duty

Teachers are expected to take a position just outside the classroom door during the change of class periods. Teachers are to be energetic and positively assertive in curbing behavior problems as students are exchanging classes. At the designated time, the teacher is to move into the classroom to begin the class session. Teachers should follow school policies in referring students who are tardy to the appropriate individual.

### Lunch Duty

Efforts will be made to provide teachers with a duty-free lunch period. Educators may be required to escort their students to and from the dining area. Principals may assign teachers to assist in the supervision of students during the lunch period.

## **GRIEVANCES – EMPLOYEES**

Florence School District Three encourages the administration to attempt actively to resolve differences and to reduce the potential sources of conflict among employees. Open, effective channels of communication among all employees, administrators and the board shall be established and maintained. Any employee who has a grievance against the school district or against another employee within the district shall have the opportunity for an orderly presentation and impartial review of the grievance.

It is usually more effective for an employee and his/her immediate supervisor to resolve potential conflicts through open and informal communication. In addition, the policy and its accompanying administrative procedure address formal and informal grievances, the right to representation, procedures and timelines, confidentiality, bypassing rights and release time.

### Grievance procedure

*Each level will be observed and followed with normal order of proper channels. Exceptions may be made in emergencies.*

## **LEVEL ONE – ORAL REVIEW WITH IMMEDIATE SUPERVISOR/WRITTEN GRIEVANCE TO BUILDING SUPERVISOR OR PRINCIPAL**

Step 1 – Any employee having a grievance should first orally review or discuss such grievance with his/her immediate supervisor. This should be done within five (5) days of the date which the incident occurred.

Step 2 – If discussion at Step 1 does not resolve the matter to the satisfaction of the employee, such employee will have the right to present the grievance in writing to the building principal/supervisor. This must be done within seven (7) days after completing Step 1 above. Failure to do so will mean that the grievance no longer exists. The written grievance will consist of a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the contract, policy, rule, or regulation in questions. A copy of such grievance will be filed with the district's superintendent. The employee will have the right to include in the appeal a request for a hearing before the building principal/supervisor. Such a hearing will be conducted within five (5) working days after the principal's/supervisor's receipt of such request, and the aggrieved employee will be advised in writing of the time, place, and date of such hearing.

The building principal/supervisor will take action on the grievance within five (5) working days after the receipt thereof or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action will be reduced to writing by the building principal and copies sent to the grievant and the district superintendent.

## **LEVEL TWO – WRITTEN APPEAL TO DISTRICT SUPERINTENDENT**

Step 1 – If the decision of the building principal/supervisor does not resolve the grievance to the satisfaction of the employee, or if no decision is made within the allotted time, the grievant may appeal in

writing to the district superintendent. Failure to file such an appeal within five (5) working days from the grievant receipt of the written memorandum of the principal's/supervisor's decision will be deemed a waiver of the right of appeal. If, in appealing to the district's superintendent, the grievant requests to be officially heard by the superintendent, a hearing will be conducted by the superintendent within five (5) working days after the receipt of the request.

The superintendent will render a decision on the matter within five (5) working days after receipt of the appeal, or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The decision and the reason thereof will be reduced to writing and copies sent to the grievant and the building principal/supervisor.

### **LEVEL THREE – WRITTEN APPEAL TO THE BOARD OF TRUSTEES**

Step 1 – If the action taken by the district superintendent does not resolve the grievance to the grievant's satisfaction, he/she may request in writing that the superintendent notify the board of trustees of the grievant's wish to be heard by the board. Any such request must include a brief statement of the question to be presented to the board. Failure to file such a request with the district superintendent within five (5) working days after receipt of the superintendent's decision on the grievance will cause the decision of the superintendent to become final judgment in the matter.

Upon receiving the grievant's request to be heard by the board, the district superintendent will, at the next regularly scheduled meeting of the board, deliver in executive session to the board the grievant's request to be heard together with copies of all correspondence and decisions from levels one and two. After examining these materials, the board may or may not grant the request.

Written notice of the board's decision on whether to grant the request will be rendered within thirty (30) calendar days of the board's receipt of the request. If the board decides to hear the matter, it will, if at all possible, make every effort to schedule the hearing at the next regularly scheduled meeting of the board; the grievant will be given written notice of the date, time, and place of such a hearing. Copies of the board's decision will be sent to the grievant, superintendent, and building principal/supervisor.

#### **General Provisions**

All notices to be given under this procedure by the district administration should be served by certified mail, return receipt requested.

At Level One/Step 1 there will be no representation. At Level One/Step 2 the grievant may be represented by a colleague or friend also employed by the district. At Level Two the grievant may have representation of his/her choosing exclusive of legal counsel. At Level Three the grievant and administration may be formally represented by legal counsel. Such counsel must be admitted to the practice of law in South Carolina and a member in good standing of the South Carolina state Bar. The district will not provide counsel for the grievant. If the grievant chooses to be represented by legal counsel at Level Three, written notice to the superintendent of that intent must be given not later than fifteen (15) calendar days prior to the scheduled date of the hearing before the board. Failure to give such notice could result in postponing of the hearing.

No person will be the object of administrative reprisal, sanction, or penalty of any kind for either activating or participating in the grievance.

Any hearing by the board will be private unless requested in writing by the grievant that it be public and permission for such is granted by the board of trustees. (Reference: Board of Trustees Policy GAEA; Administrative Ruling GAEA-R)

### **HEALTH EXAMINATION CERTIFICATES**

(Reference: South Carolina General Statute)



## **IDENTIFICATION BADGES**

All permanent or interim employees are expected to visibly display, attached to their person, the approved Florence School District Three identification badge while on any property owned or leased by the board, during school hours or at any time the employee is acting in the course and scope of his/her employment with the board. Identification badges will be provided by the school district upon employment and remain the property of the Florence School District Three. Persons who leave employment with Florence County School District Three are required to turn in their ID badge to their immediate supervisor. Replacement of lost badges shall be made at the employee's expense. Employees of middle and high schools can obtain replacement ID badges at their schools. All other employees can obtain replacement ID badges by calling the Public Relations Office at extension 1132.

The Florence School District Three Schools currently extend the courtesy of free admission to most middle and high school athletic events upon presentation of the identification badge with employee sports/events pass. This admission is for the employee only and does not admit anyone else accompanying the employee. Employees may be required to present other picture identification as well for admission.

## **MEETINGS**

It is considered part of an educator's professional responsibilities to attend staff meetings as may be required for the proper functioning of the school. Regular faculty meetings are typically held on a weekly basis. Staff development meetings are scheduled in advance with notification given to staff members regarding attendance. All educators are expected to attend requested meetings.

## **NON-SCHOOL/DISTRICT EMPLOYMENT**

Florence School District Three considers teaching and/or administrative duties in the district to be full-time employment. The district does recognize that a limited amount of college teaching and/or educational work with other agencies may be a rewarding experience and enhance professional growth.

Employees shall not at any time engage in any employment that would interfere with their effectiveness in performing their regularly assigned duties; would compromise or embarrass the school district; would adversely affect their employment status or professional standing; or would in any way conflict with assigned duties.

Employees will not engage in any other employment or in any private business during hours necessary to fulfill curricular and extra-curricular duties as assigned. No regularly employed personnel shall be gainfully employed in outside employment on a regular basis without reporting it to the principal or supervisor.

Gainful employment shall not be construed to apply to occasional services which, in the opinion of the superintendent, do not conflict with the regular duties of the employee.

All gainful outside employment must be approved by the superintendent to avoid a conflict of interest. Employees should put their request in writing to the superintendent, citing the name and type of employment, time, and dates of reporting, and the duration of such employment at the beginning of each fiscal year and at any time thereafter gainful outside employment is secured.

### Consulting

Certified employees with special competencies may assist other school districts when this does not conflict with the duties of regular employment. Any payment of honoraria for such services, other than reimbursement for travel and meals, may be accepted only if the service has been conducted outside of the regular work day.

A request for consulting services must be made to the principal or supervisor and submitted to the superintendent for final approval.

#### Post-Secondary Teaching

Employees are limited to teaching one out-of-district course per semester. The employee's full obligations to the job must be met and teaching must occur after the employee's duties have been fulfilled at the conclusion of the work day.

#### Tutoring

School district buildings, facilities or equipment will not be used by district employees for tutoring or other private instruction for which the individual receives reimbursement without the approval of the superintendent.

**In no case shall a teacher tutor for pay any child that may be in his/her class or upon whose evaluation or assignment they will be required to act.**

### **OVERTIME**

It is the policy of Florence County School District Three to abide by all applicable sections of the Fair Labor Standards Act (FLSA) and its later amendments. This overtime policy is applicable to all employees of Florence County School District three who are covered under the provisions of the Fair Labor Standards Act. The school district's intention is to assure good faith compliance with FLSA to the extent applicable to Florence County School District Three.

1. Exempt – All employees classified as “Exempt” from the overtime provisions of the Fair Labor Standards Act are paid for the accomplishment of assigned accountabilities rather than being paid for the number of hours worked in a work week. For example, a full-time exempt employee would be expected to work a 4-hour week at a minimum. Hours in excess of 40 by an exempt employee performing work that is usual and customary is considered “accomplishment of assigned accountabilities” for which there is no additional compensation whether in time off or pay. **The category of “exempt employees” includes, but is not limited to, teachers, administrators, and certain supervisory staff.**
2. Non-Exempt – All employees classified as “Non-Exempt” from the overtime provisions of the Fair Labor Standards Act must be paid for overtime hours worked or given compensatory time off. Overtime is paid or compensatory time given to non-exempt employees for hours in excess of 40 hours actually worked in a work week. However, work schedules can be reduced within a week of offset extra hours worked earlier in the week so as not to exceed 40 and thereby avoid an “overtime” situation. The work week begins Wednesday at 12:01 a.m. and ends the following Tuesday at 12:00 midnight. **The category of “non-exempt” employees includes, but is not limited to, teacher assistants, custodians, maintenance department employees, school food service workers, and certain office support employees.**
3. Approval to Work Overtime – No overtime hours will be worked by non-exempt employees unless approved in advance by the employee's building administrator or immediate supervisor. Work by a non-exempt employee who has not been requested by management but is nonetheless endured or permitted is still considered work time by FLSA. Therefore, no non-exempt employee will work, without the appropriate approval, prior to or after regularly scheduled hours, because such time would be considered overtime when in excess of 40 hours in the work week, even though the work had not been specifically authorized.

Building administrators and supervisors are responsible for ensuring that overtime hours are authorized, recorded, and properly documented for compensatory time off or overtime pay in accordance with the established record keeping forms and instructions. Non-exempt employees working beyond the

normal workweek without specified approval, and supervisors, who permit this, will be subject to disciplinary action. (Reference: Fair Labor Standards Act)

## **POLITICAL ACTIVITY**

The district recognizes the rights of its employees, as citizens, to engage in political activity. Employees are prohibited, however, from any political activity that interferes with their performance on the job.

1. No employee may use his/her district position or any district facilities, equipment, or supplies in any political campaign. No employee shall solicit support for or opposition to any political candidate, partisan or nonpartisan, on district property during work hours, except that this prohibition shall not apply to an employee's vehicle.
2. An employee may become a candidate for political office as long as his/her candidacy for election to and service in the office in no way interferes with his responsibilities to the school district.
3. An employee who wishes to be a candidate for an elective or an appointed position on a governing board or agency must notify the superintendent and his/her immediate supervisor in advance of his/her candidacy or acceptance of an appointment and must verify in writing to them that the position will not conflict with state or federal law and/or regulations concerning the employee's right to serve (dual office holding, conflict of interest, etc.). This notice must also include the position sought and whether the employee intends to continue employment with the district. (Reference: Board of Trustees Policy GAHB)

## **REDUCTION IN FORCE**

Recognizing that Florence School District Three has the responsibility to maintain appropriate public schools, the district must give primary consideration to the maintenance of a sound and balanced educational program. It may become necessary for the board to eliminate staff positions due to decreases in student enrollment, changes in curriculum, district reorganization, or financial exigency. The board has established the following procedure in the event of a necessary reduction in force (RIF).

Reduction in force terminations will be on a district-wide basis; therefore, the superintendent shall not be limited to considering only those employees in the particular school, area, or program in which the loss of enrollment, curriculum change, or financial exigency has occurred. Prior to commencing action to terminate staff members, consideration shall be given to the ability to achieve position elimination and/or reduction in staff by voluntary retirement or resignation, transfer, voluntary leave of absence, and part-time employment. The plan for a reduction in force shall be approved by the board of trustees.

The recommendation concerning specific certified employees to be terminated under this policy shall be based upon the following considerations. These considerations are not weighted equally and are subject to State Board of Education regulations.

- a) Professional experience
- b) Area(s) of certification
- c) Education level
- d) Performance evaluation
- e) Attendance record
- f) Experience in other areas of certification
- g) Principal's or supervisor's recommendation
- h) Type of contract
- i) Dedication and commitment to Florence School District Three

- j) Length of service in the district will be a consideration only where the need arises to choose for termination from among employees considered by the administration to be equally competent in their performance.

Certified employees are provided hearing rights before the board of trustees if they choose to exercise these rights upon receiving notice of termination under the district's Reduction in Force policy.

For two (2) years after the effective date of a termination pursuant to the provision of this policy, the board shall not replace the teacher whose employment has been terminated without first giving due consideration towards the re-employment of the terminated employee. (Reference: board of Trustees Policy GAT)

## **REPORTING ALLEGED VIOLATIONS OF LAW OR ORDINANCE**

As employees of the Florence School District Three, all staff members are expected to observe and obey all laws and ordinances, in addition to all policies and procedures of our board of trustees. Any employee charged with or arrested for any violation (s) of a criminal, or serious traffic vehicular law (such as, vehicular homicide, hit and run, or any such law classified as a felony or for which a conviction could lead to incarceration) or ordinance, must report such fact in writing to the administrator in charge of the department, office, or school to which the employee is assigned no later than the next scheduled business day. In cases involving employee hospitalization and/or incarceration (jail) involving the stated violation, the employee shall report the alleged violation within 24 hours after his/her release. Such report shall include all pertinent facts concerning the alleged violations (s). Failure to truthfully report charges, as noted above, may subject the employee to disciplinary action up to and including dismissal.

It is the employee's responsibility to keep his/her appropriate administrator apprised of the judicial process in the matter. Upon judicial action in the matter, the employee must report the disposition and pertinent facts, in writing, to the administrator no later than the next scheduled business day following adjudication. (Reference: Administrative Policy GBDC)

## **SECTION 504 POLICY STATEMENT ON NONDISCRIMINATION**

Florence County School District Three does not discriminate on the basis of race, color, religion, age, sex, national origin or disability in admission to or access to education, other programs, services, and activities; in employment practices; or in any aspect of its operations. Questions, complaints, or requests for information may be directed to the 504 contact person, Juanita Wilson, Director for Exceptional Children Services, P. O. Drawer 1389, Lake City, SC 29560, 843-374-2393. The deaf or hard of hearing may use: TTY 1-800-735-8583 or Voice 1-800-735-2905.

## **SEXUAL HARASSMENT OF STAFF**

Florence County School District Three believes that all employees are entitled to work in school related environments that are free of sexual harassment. The policy addressing sexual harassment includes definitions of sexual harassment.

Anyone who believes he or she has been sexually harassed should report the incident(s) to his or her immediate supervisor or to the superintendent. An immediate investigation of the claims will take place and upon evidence of sexual harassment, appropriate disciplinary action will be taken.

Sexual harassment activity by any employee will not be tolerated. Sexual harassment is defined as conduct, advances, gestures or words of a sexual nature which: (a) unreasonably interferes with an individual's work or performance; (b) creates an intimidating, hostile or offensive work environment; (c) implies that submission to such conduct is made an explicit or implicit term of employment; and (d) implies that submission to or rejection of such conduct will be used as a basis for an employment decision affecting the harassed employee. (reference: Board of Trustees Policy GAAA: Administrative Policy GAAA-R)

## **SEXUAL HARASSMENT OF STUDENTS**

The employees in Florence County School District Three are expected to provide learning environments for students which are free of sexual harassment. Any student who believes that he/she has been subjected to sexual harassment by any employee (s) of Florence School District Three schools and any student or employee who has knowledge of sexual harassment or inappropriate staff-student relations should report the facts of the incident(s) and the name(s) of all the individual(s) involved in any material way immediately to the student's principal or to the supervisor of the person reporting the incident. There will be an immediate investigation of the incident.

Florence County School District Three strictly prohibits any employees from becoming engaged in a romantic or sexual relationship with any student enrolled in Florence County School District Three schools regardless of the age of the student. Consent by the student to such a relationship is not a defense. (Reference: South Carolina Code of Laws Title XVI; Board of Trustees Policy JGI; Administrative Ruling JGI-R)

## **SMOKING**

Florence School District Three believes that although smoking is a personal habit, the use of tobacco products is detrimental to the health of students and staff, and also contrary to the district's objectives to teach and model appropriate health habits and values.

The district does not permit employees or students the use tobacco for smoking or the use of smokeless varieties of tobacco of any kind, on district property (grounds included) or during district-sponsored activities. This policy will be strictly enforced, as follows:

- (1) Employees in violation of this policy will be subject to disciplinary action.
  - (2) Student discipline for infractions will continue to be outlined in the Student code of Conduct.
- (Reference: Board of Trustees Policy GAMA)

## **SELECTION OF INSTRUCTIONAL MATERIALS**

Florence County School District Three recognizes the importance of using a variety of instructional materials to meet the instructional needs of students. Materials for classrooms and school library media centers will be selected by the appropriate professional personnel in consultation with the administration, faculty, students and the community and in accordance with Florence County School District Three policies and procedures. (Reference: Board of Trustees Policy IFAA)

## **USE OF COPYRIGHTED MATERIALS**

Florence County School District Three requires that all employees be knowledgeable of and adhere to all provisions of current federal copyright law Title 17 of US Code and Congressional "fair use" guidelines. The district recognizes and supports the limitations on unauthorized duplication and use of copyrighted materials in all formats, as well as contractual and licensing agreements pertaining to the instructional use of all formats, including electronically transmitted materials. Willful or serious violations are considered to be in violation of expected standards of behavior for employees, students, and school visitors and may result in disciplinary action in accordance with board policy. The legal and insurance protection of the district will not be extended to employees who unlawfully copy or unlawfully use copyrighted materials.

To protect staff members and the district against legal redress for alleged violation of the copyright laws, the person making the reproduction is responsible for determining that the action is within the law. When an individual is not certain, he/she should contact the principal of the school involved in order to ascertain whether copying falls under permitted use. If it does not, permission to produce materials must be obtained from copyright holders. (Reference: Title 17 of US Code; Congressional "Fair Use" Guidelines; Board of Trustees Policy IFAB)

## **USE OF ELECTRONIC TRANSMISSION CAPABILITIES**

Florence County School District Three's e-mail and internet capabilities have been established for the purpose of creating an educational network to support research and education in an among academic institutions by providing access to unique resources and the opportunity for collaborative work. All uses of electronic transmission capabilities must support the goals and educational philosophy of the school district. Transmissions of any material in violation of any federal or state laws or regulations are prohibited; this includes, but is not limited to, copyrights material, threatening or obscene material, or material protected by trade secret.

Employees should be aware that there is no reasonable expectation of privacy with regard to their use of, and transmission of, information over district-owned computers and computer networks. The school district reserves the right to monitor such use and transmission and to take appropriate disciplinary action if it can be reasonable determined that an employee has violated acceptable use standards.

## **USE OF SOCIAL NETWORKING**

All district employees should know that the use of social networking sites and other communication technology may not be totally private and secure. In some cases, content could be considered grounds for disciplinary action, including termination, even if the use is on personal time, through privately owned equipment.

Employees are discouraged from the use of communication technology that shares:

- Derogatory comments related to staff or students;
- Crude comments or references to sexual activity;
- Photographs of nudity or near nudity;
- Photographs of or references to excessive alcohol use or inebriation;
- Photographs of provocative poses or sexual activity; and
- Potentially offensive commentary (i.e., race, disability, sexual orientation).

Employees who wish to share their daily activities with family and friends by posting class works or pictures of student activities risk violating student privacy rights under District Policy and Family Educational Rights and Privacy Act (FERPA)

## **CELL PHONE USE BY STAFF**

Florence County School District Three believes that the use of communication devices, such as cellular phones and other wireless communication devices, by staff during instructional time and while in the performance of assigned duty may have an adverse effect on classroom instruction and professional conduct as an employee of the district. Therefore, staff may not use cellular phone, electronic pagers or any other wireless communication devices within the school building during school hours and/or assigned duty as a representative of the district unless the device is used in an emergency or unless specifically designated by the building supervisor, or as part of the employee's assigned duties.

# **CERTIFICATE RENEWAL GUIDELINES**

## STATE LICENSING AND CERTIFICATION

State law requires all employees in "licensed" positions to hold appropriate licensure or certificates for their subject, grade level or professional assignment. "Appropriate" can mean a regular 5-year license or endorsement, out-of-field permits, or a "provisional" license or endorsement good for just the school year in question. The maintenance of a valid license in the area of assignment is the individual responsibility of the employee. Personnel who hold licenses which expire during a particular year must furnish documentation to the Human Resources Office that the required renewal credits, Praxis Test scores, semester hours of coursework, etc. have been completed.

Licensed employees must document 120 or more units of renewal credit during each five-year cycle to renew or extend their license. Florence County School District Three has a Certificate Renewal Plan that has been approved by the State Department of Education. The purpose of the certificate renewal plan is to provide a mechanism that will enable educators to apply a broad range of relevant professional development activities toward their certificate renewal. The certificate renewal plan is intended to:

- encourage educators to engage in meaningful, quality professional development activities that are directed toward promoting student achievement;
- ensure that educators are accountable for their continuous professional development; and
- be operationally efficient.

### Description

The following certificate renewal guidelines apply to any person who holds a South Carolina educator's certificate. An educator's professional certificate is valid for five years and expires on June 30 of the expiration year. In order to be eligible for certificate renewal, the educator must earn a minimum of 120 renewal credits, as described in the renewal credit matrix, during the five-year validity period of the certificate.

### Obtaining Renewal Credits

Educators are responsible for ensuring that all renewal options and activities meet these guidelines:

- An educator who is employed in a position that requires South Carolina educator certification must earn renewal credits through professional development activities that (1) directly relate to the educator's professional growth and development plan, (2) support the goals of the employing educational entity, and (3) promote student achievement, as required by State Board of Education Regulation 43-205.1, Assisting, Developing and Evaluating Professional Teaching (ADEPT), and Regulation 43-165.1, Program for Assisting, Developing, and Evaluating Principal Performance (ADEPP). All principals must complete a minimum of 20 of their renewal credits in professional development activities that are designed to enhance their skills in supporting and encouraging teachers as professionals.
- An educator who is not employed in a position that requires South Carolina educator certification but who wishes to maintain a current certificate must earn renewal credits through professional development activities that directly relate to *one* of the following: (1) the educator's current area(s) of certification, (2) a formal program of study in a certification area in which the educator is officially enrolled, or (3) the goals of the educator's employing educational entity.

Additionally, all educators must:

- meet the appropriate eligibility criteria of each certificate renewal option/activity for which renewal credits are sought, as specified in the renewal credit matrix, and



- maintain all required verification, as described in the renewal credit matrix.

### **Submitting Renewal Credits**

An educator who is employed in a position that requires South Carolina educator certification must:

- a. maintain verification of having earned a minimum of 120 renewal credits
  - through professional development activities that (1) directly relate to the educator's professional growth and development plan, (2) support the goals of the employing educational entity, and (3) promote student achievement; and
  - through certificate renewal options/activities for which all eligibility criteria have been met, as specified in the renewal credit matrix.
- b. complete section A and section B of the "Renewal Credit Computation Sheet";
- c. submit the "Renewal Credit Computation Sheet" and all necessary verification to the designated school/district/agency administrator for review, approval, and signature (section B); and
- d. submit the approved/signed "Renewal Credit Computation Sheet" and the "Request for Change/Action" form to the Office of Human Resources.

An educator who is *not* employed in a position that requires South Carolina educator certification must:

- a. maintain verification of having earned a minimum of 120 renewal credits through
  - professional development activities that directly relate to (1) the educator's current area(s) of certification, (2) a formal program of study in a certification area in which the educator is officially enrolled, or (3) the goals of the educator's employing educational entity; and
  - certificate renewal options/activities for which all eligibility criteria have been met, as specified in the renewal credit matrix.
- b. complete section A and section C of the "Renewal Credit Computation Sheet"; and
- c. submit the "Renewal Credit Computation Sheet," all necessary verification (maximum of two pages of documentation per activity), and the "Request for Change/Action" form to the Office of Teacher Certification for approval.

Guidelines and forms are provided to all South Carolina school districts and educational entities and also are available on the South Carolina Department of Education's Division of Teacher Quality/Office of Teacher Certification Web site at <http://www.scteachers.org>.

### Specific Requirements:

- Any activity approved for renewal credit must exceed the job requirements for the educator's position.
- Required routine activities do not qualify for certificate renewal credit.
- Educators who do not hold a master's degree must earn a minimum of sixty renewal credits of graduate credit (three semester hours from an accredited college or university.)
- Administrators must earn 20 renewal credits which will enhance his/her skills in supporting and encouraging teachers.

- Beginning in the 2013-2014 school year, the Department of Education shall require two hours of training in youth suicide awareness and prevention as a requirement for the renewal of credentials of individuals employed in a middle school or high school. The required training shall count toward the one hundred twenty renewal credits specified in Department of Education regulations for renewal of credentials.
- All credits must be earned within the five-year period of the educator's certificate. None may be carried over to the next five-year renewal cycle.

#### Approval, Verification and Documentation Process:

- Professional Development Recertification manual located on the district's website.
- Pre-approval of activities for recertification credit by the district coordinator is highly recommended. If an employee does not obtain pre-approval, the district is not responsible if renewal credit for the activity is later denied.
- Employees should refer to the approval checklist before submitting pre-approval forms.
- Verification forms will be reviewed and signed off on by the district coordinator.
- Verification to the district coordinator for successful completion of out-of-district training workshops, conferences, etc. may be in the form of a certificate completed by the activity provider, if available, or by the participant's completion and submission of the attendance confirmation form. All required information must be included.
- Each employee is responsible for maintaining a folder of documentation of completed activities and signed verification forms. (See page 5 of the Professional Development Recertification manual for a complete listing of all required documentation.)
- The District coordinator will review all documentation and verification forms and if complete, sign the Renewal Credit Computation Sheet. She will keep the Renewal Computation Sheet on file and will enter certificate renewal verification into the Division of Teacher Quality (DTQ) Office of Certification database. As of July 1, 2009, it is the employee's responsibility to check his/her certification on the State Department of Education's website. No certificates will be mailed by the SDE except for the teachers receiving their initial certificate.

#### Monitoring Process:

(REQUIRED DOCUMENTATION EACH TEACHER WILL NEED)

- The folder should contain the educator's Professional Growth and Development plan (see page 15 of the Professional Development Recertification manual);
- All completed Pre-Approval and Verification Forms;
- Verification of successful completion of the professional activities to be used for recertification; as indicated by the required verification areas on the Renewal Credit Matrix;
- A completed and signed Renewal Credit Computation sheet; and
- A completed and signed Request for Change/Action form.

## RENEWAL CREDIT MATRIX

### CERTIFICATE RENEWAL PLAN

#### PROFESSIONAL DEVELOPMENT OPTIONS FOR SOUTH CAROLINA EDUCATORS

<b>CERTIFICATE RENEWAL OPTION</b>	<b>ELIGIBILITY CRITERIA</b>	<b>RENEWAL CREDITS</b>	<b>REQUIRED VERIFICATION</b>
<b>1. College Credit</b>	<p>All courses must:</p> <ul style="list-style-type: none"> <li>• directly relate either to the educator's area(s) of certification, or to an area of certification in which the educator is formally enrolled, or to the goals of the educator and/or the educator's employing educational entity;</li> <li>• be taken through an NCATE (National Council for Accreditation of Teacher Education) or regionally accredited college or university or through a college or university that has programs approved for teacher education by the State Board of Education (SBE)</li> <li>• be taken for credit; and</li> <li>• result in a passing grade in a pass/fail class or in a grade of C or better.</li> </ul>	<p>Maximum: up to 120 renewal credits may be earned via this option during the five-year validity period of the certificate.</p> <p>Accrual rate: 1 semester hour of earned course credit=20 renewal credits</p>	<p>In order to receive renewal credits via this option, the educator must provide</p> <ul style="list-style-type: none"> <li>• an official transcript from the college or university.</li> </ul>
<b>2. State Department of Education Certificate Renewal Course</b>	<p>All certificate renewal courses must:</p> <ul style="list-style-type: none"> <li>• directly relate either to the educator's area(s) of certification or to the goals of the educator and/or the educator's employing educational entity and</li> <li>• have been approved by the State Department of Education, according to SBE criteria.</li> </ul>	<p>Maximum: up to 120 renewal credits may be earned through approved renewal courses during the five-year validity period of the certificate.</p> <p>Accrual rate: 1 semester hour of earned course credit=20 renewal credits</p>	<p>In order to receive renewal credits via this option, the educator must provide</p> <ul style="list-style-type: none"> <li>• a report from the course administrator, as required by current SBE guidelines for certification renewal courses.</li> </ul>

<b>CERTIFICATE RENEWAL OPTION</b>	<b>ELIGIBILITY CRITERIA</b>	<b>RENEWAL CREDITS</b>	<b>REQUIRED VERIFICATION</b>
<b>3. District Point Plan for Certificate Renewal</b>  <i>Available only in Aiken, Greenville, Horry, Richland 1, and the Salkhatchie Consortium</i>	District Professional development points must: <ul style="list-style-type: none"> <li>• be earned within a district point plan for certificate renewal that was approved by the SBE and</li> <li>• be reciprocal from one SBE- approved district point plan to another.</li> </ul>	Maximum: up to 120 renewal credits may be earned under an approved district point plan during the five-year validity period of the certificate.  Accrual rate: 1 earned professional development point = 1 renewal credit	In order to receive renewal credits via this option, the educator must provide <ul style="list-style-type: none"> <li>• official district verification, as specified in the district's SBE- approved point plan for certificate renewal.</li> </ul>
<b>4. Publications</b>	Publications must <ul style="list-style-type: none"> <li>• appear in a professional journal or in a format that is sanctioned by the employing educational agency,</li> <li>• contribute to the effective practice of the education profession and/or to the body of knowledge of the certification area(s), and</li> <li>• be a first-time publication (i.e., revised versions or second editions are excluded).</li> </ul>	Maximum: 60 renewal credits may be earned during the five-year validity period.  Accrual rate: <ul style="list-style-type: none"> <li>• primary author of book or refereed journal article=60 renewal credits</li> <li>• primary author of non refereed journal article=30 renewal credits</li> <li>• secondary author of book or article=15 renewal credits</li> </ul>	In order to receive renewal credits via this option, the educator must provide: <ul style="list-style-type: none"> <li>• a synopsis (one page or less) of the publication and</li> <li>• official verification from the publisher of the work's acceptance for publication, including the date of acceptance.</li> </ul>
<b>5. Instruction</b>	Renewal credits for instruction (e.g., courses taught at colleges or universities; formal, prepared presentations given at conferences or meetings) are awarded only for those activities that: <ul style="list-style-type: none"> <li>• exceed job requirements for the educator's position, as defined by the employing educational entity;</li> <li>• are professionally oriented and educationally relevant; and</li> <li>• are offered for the first time by the educator.</li> </ul>	Maximum: up to 60 renewal credits may be earned via this option during the five-year validity period of the certificate.  Accrual rate: <ul style="list-style-type: none"> <li>• college/university course: 1 semester hour of instruction=20 renewal credits</li> <li>• presentation: a 1-hour presentation =3 renewal credits (Note: renewal credits, which are not to exceed half the presentation's length of time, are allowed for preparation time.)</li> </ul>	In order to receive renewal credits via this option, the educator must provide: <ul style="list-style-type: none"> <li>• a copy of the schedule from the district, college/university, or organization, indicating the date(s) and time of the instructional activity and</li> <li>• a synopsis (e.g., course objectives from the syllabus, workshop or meeting agenda, conference program) of the content of the instruction activity</li> </ul>

<b>CERTIFICATE RENEWAL OPTION</b>	<b>ELIGIBILITY CRITERIA</b>	<b>RENEWAL CREDITS</b>	<b>REQUIRED VERIFICATION</b>
<b>6. Professional Training</b>	<p>All professional training must:</p> <ul style="list-style-type: none"> <li>• relate to the educator's professional development plan, area(s) of certification, and/or the employing educational entity's plan;</li> <li>• be recognized as having professional relevance to the educational setting; and</li> <li>• be successfully completed.</li> </ul>	<p>Maximum: up to 120 renewal credits may be earned via this option during the five-year validity period of the certificate.</p> <ul style="list-style-type: none"> <li>• Accrual rate: 1 hour of direct participation = 1 renewal credit</li> <li>• 1 CEU=10 hours of direct participation</li> </ul>	<p>In order to receive renewal credits via this option, the educator must provide</p> <ul style="list-style-type: none"> <li>• the training objectives and/or training outline and</li> <li>• a certificate or other official documentation verifying successful completion of the training program, including the date(s) and the number of hours of direct participation.</li> </ul>
<b>7. Professional Assessor/ Evaluator</b>	<p>Assessor/evaluator renewal credits may be obtained only:</p> <ul style="list-style-type: none"> <li>• for evaluation activities that exceed job requirements for the educator's position, as defined by the employing educational entity;</li> <li>• by an educator who has received training/approval/certification as an assessor/evaluator on a national or state-approved accreditation, assessment, or evaluation team (e.g., ADEPT evaluator, principal assessor, SACS [Southern Association of Colleges and Schools] evaluator, external review team [ERT] evaluator, NCATE evaluator, NBPTS [National Board for Professional Teaching Standards] assessor); and</li> <li>• upon the educator's completion of all requirements of the assessment/evaluation process.</li> </ul>	<p>Maximum: up to 60 renewal credits may be earned via this option during the five-year validity period of the certification.</p> <p>Accrual rate: 1 hour of direct participation = 1 renewal credit</p> <p>Participation on an ADEPT Evaluation Team= maximum 30 credits</p>	<p>In order to receive renewal credits via this option, the educator must provide:</p> <ul style="list-style-type: none"> <li>• official documentation verifying completion of all evaluation/assessment team requirements, including the date(s) and the number of hours of direct participation.</li> </ul>

<b>CERTIFICATE RENEWAL OPTION</b>	<b>ELIGIBILITY CRITERIA</b>	<b>RENEWAL CREDITS</b>	<b>REQUIRED VERIFICATION</b>
<b>8. Mentorship Supervision, or Coaching</b>	<p>Renewal credits for mentorship, supervision, or coaching are awarded only for those activities that</p> <ul style="list-style-type: none"> <li>• exceed job requirements for the educator's position, as defined by the employing educational entity,</li> <li>• assist another educator (e.g., student teacher, teacher, administrator), and</li> <li>• are provided in conjunction with an approved training program, induction program, or professional development process hours in length.</li> </ul>	<p>Maximum: up to 60 renewal credits may be earned via this option during the five-year validity period.</p> <p>Accrual rate (maximums):</p> <ul style="list-style-type: none"> <li>• supervision of student teacher (one semester) = 20 renewal credits</li> <li>• mentoring (full year) = 30 renewal credits</li> <li>• coaching (full year) = 20 renewal credits</li> </ul>	<p>In order to receive renewal credits via this option, the educator must provide:</p> <ul style="list-style-type: none"> <li>• official documentation from the training institution, professional organization, or employing educational entity verifying successful completion of all responsibilities, including the type, extent, and dates of services (e.g., mentoring, supervising, coaching) provided by the educator.</li> </ul>
<b>9. Educational Project, Collaboration, Grant, or Research</b>	<p>Renewal credits for educational projects, collaborations, grants, or research are awarded only for those activities that:</p> <ul style="list-style-type: none"> <li>• exceed job requirements for the educator's position, as defined by the employing educational entity,</li> <li>• are coordinated or approved by an educational entity,</li> <li>• are related to student achievement and/or to the goals of an educational entity,</li> <li>• result in an educationally relevant product, and</li> <li>• are a minimum of 5 hours in length.</li> </ul>	<p>Maximum: up to 60 renewal credits may be earned via this option during the five-year validity period of the certificate.</p> <ul style="list-style-type: none"> <li>• Accrual rate: 1 hour of direct participation = 1 renewal credit</li> </ul> <p>Maximum for each activity within this option: 30 renewal credits</p>	<p>In order to receive renewal credits via this option, the educator must provide:</p> <ul style="list-style-type: none"> <li>• a synopsis (one page or less) of the project, collaboration, grant, or research and</li> <li>• official documentation from the educational entity verifying the date(s) and hours of direct participation as documented by the employee.</li> </ul>

<b>CERTIFICATE RENEWAL OPTION</b>	<b>ELIGIBILITY CRITERIA</b>	<b>RENEWAL CREDITS</b>	<b>REQUIRED VERIFICATION</b>
<b>10. Professional Development Activity (Non-CEU Credit)</b>	<p>Renewal credits are awarded only for those (non-CEU) professional development activities (e.g., conferences, workshops, task forces) that:</p> <ul style="list-style-type: none"> <li>• are tied to the educator’s area(s) of certification and/or the goals of the employing educational entity;</li> <li>• are provided by a national, state, regional, or locally approved sponsor; and</li> <li>• involve a minimum of 4 hours of direct contact, excluding meals and breaks.</li> </ul>	<p>Maximum: up to 60 renewal credits may be earned via this option during the five-year validity period of the certificate.</p> <p>Accrual rate: 1 hour of direct participation = 1 renewal credit</p>	<p>In order to receive renewal credits via this option, the educator must provide:</p> <ul style="list-style-type: none"> <li>• a synopsis of the session topic(s), date(s), and time(s).</li> </ul>
<b>11. Professional Development Activity (CEU Credit)</b>	<p>CEU renewal credits are awarded only for those professional development activities (e.g., conferences, workshops, task forces) that:</p> <ul style="list-style-type: none"> <li>• are tied to the educator’s area(s) of certification and/or to the goals of the employing education entity.</li> <li>• are provided by a SDE-approved CEU sponsor, and</li> <li>• <b>involve a minimum of 4 hours of direct contact excluding meals and breaks.</b></li> </ul>	<p>Maximum: up to 120 renewal credits may be earned via this option during the five-year validity period of the certificate.</p> <p>Accrual rate: 1 CEU = 10 renewal credits</p>	<p>In order to receive renewal credits via this option, the educator must provide:</p> <ul style="list-style-type: none"> <li>• a transcript or other official verification of CEU credit, including the title of the activity, the date of completion, and a brief description of the activity.</li> </ul>

# **Employment, Compensation and Evaluation**



## **ASSIGNMENT AND TRANSFER**

### *Assignments*

The basic consideration in the assignment of personnel in the schools is the well-being of the instructional program. It is the policy of the board of trustees that assignment of personnel shall be made by the superintendent on the basis of the qualifications of the employee and the needs of the district. Whenever appropriate, consideration should also be given to the expressed desire of the individual.

### *Vacancies*

In the case of vacancies in new or existing positions, consideration will be given to qualified applicants among present staff members who demonstrate the highest competencies for the vacant positions.

### *Transfers*

The superintendent may make personnel transfers within the district on a voluntary or involuntary basis.

#### **A. Voluntary Transfer**

- a. An employee who desires a transfer to a lateral or similar position should complete an Application for Transfer form and submit it to the Office of Human Resources. The Human Resources Office will complete a list of transfer requests for distribution to the affected schools or departments.
- b. Principals and supervisors will consider transfer requests, along with applications from non-employees, and make a recommendation based on the individual he/she feels is best qualified to serve in the vacant position. Any district employee meeting the qualifications for the position and who has submitted an appropriate request for transfer shall be granted the opportunity to interview for the position.
- c. The effective date of transfer may be contingent on a satisfactory replacement in the employee's present assignment.

#### **B. Involuntary Transfer**

If, in the opinion of the superintendent, an involuntary transfer would be in the best interest of the effective and efficient operation of the district, the following procedure will be used:

- The superintendent or designee will discuss the need for the transfer with the employee's current principal or supervisor.
- The superintendent or designee will conduct a conference with the supervisor or principal of the position and/or school to which the transfer is being made.
- The superintendent or designee will discuss with the employee to be transferred the reasons why the transfer is being considered. If the superintendent determines that the transfer should be made, the employee will receive a written notice of the transfer and the effective date of such. Assistance with moving may be made by the Maintenance Department if possible. Refusal to comply with the transfer may be grounds for dismissal.

Approved self-initiated transfers for classified employees may occur at any time during the year as is appropriate to the work site and/or does not affect the instruction of students .

(Reference: Board of Trustees Policy GBE; Administrative Policy BGE-R)

## **CLASSIFIED EMPLOYMENT**

Classified personnel are issued letters of appointment upon their employment with the Florence County School District Three. Listed below are the types of letters of appointment given to classified employees.

**Continuing letters of employment:** Continuing letters of employment are issued to full-time and part-time classified employees in continuing positions.

**Interim letters of employment:** Interim letters of employment are issued to classified employees who fill positions which (1) are temporarily vacant, (2) work with a single student (interpreters only), (3) are specially funded for a specific period of time. All classified employees are considered "at will" employees. The "at will" status is a category wherein the employee can be legally dismissed from employment at the discretion of the school district.

### **EMPLOYMENT OF PARAPROFESSIONALS/NCLB**

Classroom instructional assistants and other designated positions providing academic assistance to students must meet the definition of "highly qualified" under the federal No Child Left Behind Act to be employed with Florence County School District Three. A "highly qualified" paraprofessional must have a high school diploma (or GED) and meet one of the following three requirements:

- Two years of study at an institution of higher education accredited in South Carolina and/or a total of 60 credits (i.e., 15 credits per semester, two semesters a year for a total of 60 credits).
- Associate's (or higher) degree from an institution of higher education accredited in South Carolina.
- Take and pass a rigorous standard of quality on a formal state or local assessment. Currently South Carolina has approved the ParaPro Exam, which is administered by Florence District Three, and Work Keys to meet this standard.

### **EMPLOYMENT OF SUBSTITUTES**

Only those persons whose names appear on the Florence County School District Three approved Substitute List may be employed in a substitute capacity. Approved substitutes can be employed only in the categories/schools for which they have been approved. **Current non-exempt employees who are also approved to substitute may not exceed the 40-hour work week provisions of the Fair Labor Standards Act.**

**Licensed:** Substitutes are required for licensed personnel absences if they deliver direct instructional services to students. The principal must request a substitute to the superintendent in order to employ substitutes for school counselors and media specialists.

**Classified:** Substitutes for all classified personnel may only be employed on the recommendation of principal/supervisor and following their absences for a specified period of time with the approval of the superintendent or designee.

(Reference: Board of Trustees Policy GBRJ)

### **EVALUATION - CLASSIFIED PERSONNEL**

Florence County School District Three places a high priority on both engaging the most competent personnel available and on assisting them to develop throughout their term of employment. Classified employees, who are at-will employees, should be evaluated no less frequently than once each fiscal year. The evaluator and the employee must sign to indicate that the employee has read the completed evaluation form.

Any classified employee who receives an overall performance rating below a "satisfactory" level on his/her performance evaluation must participate in a performance improvement plan designed to improve the employee's performance in the deficient area(s). Any performance improvement plan may be appealed to the immediate supervisor or to the superintendent/designee if the employee is not satisfied with the decision of the immediate supervisor. **Classified employees who are placed on probation as a result of their performance evaluation are not eligible for a step increase on the salary schedule.**

(Reference: Board of Trustees Policy GCI)

### **EVALUATION – CERTIFIED PERSONNEL**

Florence County School District Three attaches a high priority to securing the most competent personnel available and, once they are employed, in assisting them in their professional growth and development throughout their careers. The evaluation is a timely process in which judgments are made about the

employee's work. The performance evaluation is a continuing process for the purpose of identifying strengths and weaknesses of the individual and improving the quality of work.

Specific procedures which comply and are consistent with South Carolina laws and State Board of Education regulations regarding the evaluation of licensed personnel may be found in Board Policy GBI. (Reference: Board of Trustee Policy GBI)

### **EXIT INTERVIEWS**

Florence County School District Three provides the opportunity for feedback to the school district for personnel ending employment with the district through a formal exit interview with Human Resources Department staff. Any employee desiring to have such an opportunity for feedback to the school district will be granted an exit interview, just as the district reserves the right to request the interview of selected personnel upon separation from employment. Employees desiring an exit interview should contact the Human Resources Department.

### **JOB SHARING FOR TEACHERS**

A job sharing position is designated as such by the superintendent under the following conditions: is 40 hours per week and is a 50-50 split of the shared position. Job sharing is for classroom teachers only.

To be eligible to job share a teaching position, the classroom teacher must:

1. be employed by Florence County School District Three as a certified teacher for fifty percent (50%) of the teacher work week;
2. be paid on the teacher salary schedule;
3. be spending at least seventy percent (70%) of work time in the classroom instruction; and
4. be sharing a teacher position with another eligible teacher of the district.

### **Salary**

Job sharing teachers are paid pro-rata based on the teacher salary schedules. Service is credited at the rate of one-half (1/2) year for each regular school year of employment.

### **Benefits**

A teacher in a job sharing position receives sick leave and personal leave on a pro-rata basis. Retirement is earned at a rate of one-half (1/2) year of retirement credit for each regular school year of employment. Participation in the State Health Plan is optional.

### **LICENSED EMPLOYMENT (TEACHERS AND OTHERS)**

Eligible instructional licensed personnel are issued contracts upon their employment with Florence County School District Three. Listed below are the types of contracts given to licensed employees.

Induction Contracts: Certified personnel who possess a valid South Carolina teaching certificate and have less than one year of public school teaching experience may be employed under a one-year, nonrenewable, induction contract, provided the date of employment allows the teacher to be employed for at least 152 days of full time teaching.

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

Teachers employed under an induction contract must successfully complete an Induction Program designed and selected by Florence District Three to provide teachers with comprehensive guidance and assistance throughout the school year to be considered for recommendation for annual contract employment.

**Annual Contract:** Certified personnel who have successfully completed an induction contract may be employed under a first annual contract. This is provided the date of employment allows the teacher to be employed for at least 152 days of full-time teaching. During the first annual contract year the teacher must complete either a formal evaluation process or be provided with diagnostic assistance at the discretion of the district. During subsequent years, teachers must be evaluated or assisted in accordance with the State Board of Education regulations. Teachers are eligible to receive diagnostic assistance during only one annual contract year. Teachers must not be employed under an annual contract more than four years.

Teachers from out-of-state who have one or more years of public school teaching experience and who meet all requirements for certification in South Carolina may be employed under an induction or first annual contract at the discretion of the school district. This is provided the date of employment allows the teacher to be employed for at least 152 days of full time teaching.

Teachers who successfully complete their first annual contract, meet additional criteria established by the district, and satisfy requirements set by the State Board of Education for professional teaching certification may be employed under a continuing contract or released from employment at the discretion of Florence District Three. A teacher who is released may seek employment in another school district. At the discretion of the next hiring school district, the teacher may be employed under a second annual contract or a continuing contract. Florence District Three may, at its discretion, employ a teacher under second annual or subsequent annual contracts if he/she has successfully completed the evaluation requirements and the district's criteria but has not yet satisfied all requirements established by the State Board of Education for professional teaching certification.

Teachers who do not successfully complete their first annual contract year are eligible for employment under a second annual contract. At the discretion of Florence District Three, the teacher may be employed under a second annual contract or released from employment. If employment is terminated, the teacher may seek employment in another school district at the annual contract level.

The employment and dismissal provisions of Article 3, Chapter 19, and Article 5, Chapter 25, of Title 59 of the 1976 Code of Laws do not apply to teachers employed under annual contracts. Teachers working under a one-year annual contract who are not recommended for reemployment at the end of the year may request, within 15 days, an informal hearing with the superintendent. The teacher may appeal the decision of the superintendent to the board of trustees. The decision of the board is final.

**Continuing Contract:** Certified personnel who have successfully completed an induction year and an annual contract period may become eligible for employment at the continuing contract level. Teachers employed under continuing contracts have full procedural rights relating to the Article 3, Chapter 19, and Article 5, Chapter 25, of Title 59 of the 1976 Code of Laws.

Teachers employed under continuing contracts must be evaluated on a continuing basis. Florence District Three has established criteria and requirements that are to be met by teachers to successfully complete an evaluation at the continuing contract level.

**Teachers Employed From Out-of-State:** Teachers employed from out-of-state who have less than one year of public school experience may be employed under an induction contract. Teachers employed from out-of-state that have one or more years of public school teaching experience may be employed under an annual contract level after proof of South Carolina certification.

**Letter of Agreement/Part-time or Less Than 152 days:** Certified personnel who are eligible for employment under an induction, provisional or annual contract but who are hired on a part-time basis or on a date which would result in less than 152 days of full time employment may be hired under a letter of agreement. Such teachers shall be evaluated with a process designed and selected by Florence District Three.

The employment and dismissal provisions of Article 3, Chapter 19, and Article 5, Chapter 25, of Title 59 of the 1976 Code of Laws do not apply to teachers employed under letters of agreement.

**Administrative Contracts:**

The district's administrative assignments are all discretionary with the superintendent. In the event of any change in the district's organizational chart, reduction in force, or whenever it is deemed in the best interest of the district, the superintendent may reassign the administrator. Due process procedures and just cause shall not be required to effectuate reassignments; however, reassignments will be made upon notice and consultation with affected employee. All administrative contracts are for one year only and no expectation with respect to compensation, term, and/or position, beyond the term of the contract is implied.

**Supplemental Contracts:**

The district's supplemental assignments are all discretionary with the superintendent. Loss or reduction in any amount of anticipated or appropriated state, local, or federal funding may, at the discretion of the district, may require a pro-rata reduction in the terms of the supplemental contract and pro-rata reduction in salary, or termination of the contract. Additionally, any decline in student enrollment, elimination or change in course/programming, financial emergency, or temporary closing of school or district operations because of emergency circumstances may require a pro-rata reduction in supplemental salary. All supplemental contracts are for one year only and no expectation with respect to compensation, term, and/or position, beyond the term of the contract is implied. The employment and dismissal provisions of Article 3, Chapter 19 and Article 5, Chapter 25 of Title 59 of the 1976 Code of Laws do not apply to employment under supplemental contracts.

**PERSONNEL FILES**

The Human Resources Department will maintain an official personnel file on each employee past and present with the district. A separate file will be kept by the office for each employee containing the employee's health and medical records.

Maintenance of Records

The personnel file will include all records and documents collected by Florence County School District Three concerning the employee. It will include any of the following records that are retained by the district:

- Commendation for, and complaints against, the employee made by the administrative personnel
- Written suggestions for corrections and improvements made by the administrative personnel
- Teaching credentials
- Transcripts
- Pre-employment references
- Application records
- Documents required by law
- Employee's history of employment with the district
- Current Social Security card
- Any other non-medical records kept on an employee

Additions to the Personnel File

An employee's immediate supervisor or an administrator acting for the immediate supervisor may place appropriate items in an employee's personnel file under the following requirements:

- The supervisor signs and dates the document or, if the items to be added are not appropriate for the supervisor's signature and date, the supervisor signs and dates a cover document that explains the relevance of the items to be added.
- The supervisor submits to the employee a copy of documentation to be added and either obtains the employee's signature acknowledging receipt or obtains the signature of a witness acknowledging that the employee refused to sign a receipt.

- The supervisor must also add to the file any written denial or explanation to the supervisor's submission that the employee submits to the supervisor within ten days of receiving notice of the supervisor's addition of documents.

#### General Access to a Personnel File

Any employee may view the contents of his/her personnel file upon request. Personnel files may not be removed from the district office. Employees shall not be permitted to remove any material contained in their personnel file. Access to a personnel file may be permitted to the following persons without consent of the employee about whom the file is maintained:

1. Those school officials involved in the evaluation process of the individual;
2. The board of trustees when in session if its examination of the file relates to the duties and responsibilities of the board.

No other person may have access to a personnel file unless the employee gives written consent to release of his/her records. Such written consent must meet the following:

- a. Specify to whom the records are to be examined and to whom they are to be released;
- b. Each request must be handled separately;
- c. Blanket permission for release of information shall not be accepted.
- d. When lawfully subpoenaed or under court order.

Employee records are open for inspection during regular business hours. The person inspecting the personnel record and the date of the inspection must be recorded on each file and in the review log. Copies of records may be made at a nominal charge established by the superintendent on an annual basis.

#### Employee Responsibility

Throughout employment with Florence County School District Three, the employee bears the responsibility to assure all current information is contained in their individual personnel file. Such information should not be limited to:

- Legal name and correct mailing address
- Current certification and licensure
- Educational status which may affect payroll
- Copies of pertinent academic records
- Completion of required in-service

Upon separation of employment with the district, the employee is responsible for providing the district with a current mailing address for mailing the W-2 form. Employee files of individuals no longer working with the district are maintained in an inactive status for one year. Individuals seeking re-employment with the district must make a written request to have their file moved to active status. (Reference GAK)

### **RE-EMPLOYMENT OF RETIRED EMPLOYEES**

Employees who have retired from full-time or part-time positions with Florence County School District Three may be considered for re-hire to a full-time or part-time. Teachers teaching in the critical needs subject areas will be paid in accordance with the district's salary schedule for certified employees.

#### **Benefits**

Retired teachers hired under this section can earn sick leave and personal leave, but leave is not cumulative from year to year. Retired teachers are not eligible to re-enroll in the Teachers' and State Employees' Retirement System, but must contribute 6.5% of gross earnings to the SCRS. They can participate in the State Health Plan or receive any additional benefits provided through the Retirement System, such as Disability Income Plan, Death Benefits, etc.

### **RESIGNATION - CLASSIFIED EMPLOYEES**

**Classified employees are required to submit their written resignation notice at least fourteen (14) calendar days prior to the effective date.** Failure to provide sufficient notice will be made part of the

employment record, does not reflect positively, and will harm future reemployment possibilities. Even with proper notice, employees who resign during the school year are generally not reemployed within the next twelve months. Resignations which occur during the summer months must provide a notice of at least fourteen (14) days prior to start date for employees for the next school year. Once a resignation is accepted by the superintendent or his/her designee, it may not be withdrawn by the employee. (Reference: Board of Trustees Policy GCN)

### **RESIGNATION/RELEASE FROM CONTRACT – CERTIFIED EMPLOYEES**

A certified employee wishing to cancel or terminate a contract shall present their request in writing to the superintendent at least 30 days in advance of the desired effective date of the resignation.

A written and signed resignation letter or provided form must be submitted by the employee to the superintendent indicating the notice of separation of employment from Florence County School District Three and effective date of termination. Once a resignation is accepted by the superintendent, it may not be withdrawn by the employee. Beyond harming future reemployment possibilities, failure to provide such notice may constitute grounds for license revocation. Further, employees who resign during the school year are generally not eligible for reemployment within the next twelve months.

A teacher will not be released from his/her contract from the district except under one of the following conditions:

- Circumstances beyond the teacher's control (example: military/business transfer of spouse)
- Serious illness of teacher
- Availability of replacement of deemed suitable by the district

(Reference: Board of Trustees Policy GBO)

### **RESIGNATION AND LEAVE BALANCES**

Following a resignation, the distribution of leave balances is as follows:

1. When an employee resigns and is immediately rehired in another South Carolina school system, sick leave balances must be transferred to the hiring school system. **The resigning employee must contact the Office of Human Resources (374-8652/Ext.1120) and request the transfer of leave balances.**
2. When an employee resigns and is not immediately rehired in another South Carolina school system, the sick leave is kept in a "bank" for one (1) year. There is no pay-out for vacation or personal leave days.
3. Personal leave and annual leave is lost in all cases.

### **SALARY ADMINISTRATION**

#### **Pay Plan Administration**

Besides the State Teacher's Salary Schedule, locally adopted salary schedules exist for positions employed by the board of trustees. The salary schedules for all positions in Florence County School District Three recognize experience and education as the basis for pay increases within the established pay range. These salary schedules are available for review in the district's budget book each year and can be located in the school media centers, each principal's office, and at the district office.

(Reference GBA)

#### **Hiring Rate/Starting Salary/Salary Adjustments**

- (a) Teachers and others paid on the teacher and/or state salary schedules are placed on the schedule and step certified by the South Carolina Department of Education based on years of experience and degree held. Florence County School District Three provides a local supplement to these salaries.

(b) New employees, assigned to the Classified Salary Schedule that sufficiently verify previous work experience applicable to the position for which he/she is being employed, may receive credit for experience in accordance with the provisions set forth for experience criteria.

(c) Employees are encouraged to monitor their pay vouchers to assure proper placement on the appropriate salary schedule. Errors in salary placement (underpayments and overpayments) will be corrected upon discovery. Salary adjustments will be effective, retroactively, to the date the error occurred. However, under no circumstances will a retroactive salary adjustment be made for more than twelve (12) months prior to July 1 of the current fiscal year.

### **Progression Through the Salary Range**

In accordance with state law and regulations, for certified personnel assigned to a state salary schedule plus a supplement (e.g. teachers), experience step increments are granted annually, unless frozen by legislative action. Generally, for all others on the certified salary schedule, employees will advance one step on the assigned salary grade for completion of each year of satisfactory service until he/she reaches the maximum of the salary range. The administrative salary schedules also have a fixed progression based on years of experience and degree held plus additional school factors, i.e., enrollment, size of staff.

### **Pay for Part-Time Work**

Compensation of any employee appointed for less than full-time service shall be computed on a prorated basis for hours worked. These employees will be covered by Workers' Compensation and Social Security, and will receive other fringe benefits as determined by state law.

### **Extra Duty/Extended Employment**

Only employees who have been classified as "Exempt" from the overtime provisions of the Fair Labor Standards Act (FLSA) are eligible to be employed for Extra-Duty/Extended Employment such as coaching or extracurricular activities. An "Agreement for Supplemental Contract" must be completed for each activity.

### **Paydays**

Employees are paid every two weeks for a total of 26 checks for a 12-month period. Each paycheck will include earnings for all work performed through the end of the previous payroll period. In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday. If a regular payday falls during an employee's vacation, unless the employee is enrolled in direct deposit, the employee's paycheck will be available upon his or her return from vacation.

### **Direct Deposit**

All permanent employees are encouraged to enroll in a Direct Deposit Program. Any employee interested in enrolling must complete the Direct Deposit Authorization Agreement. This form is available from the Human Resources or Payroll Office or from your local banking institution. After the authorization is received and processed, a trial transaction must be run between Florence County School District Three's bank and the employee's bank; therefore, it may take 4 to 6 weeks before deposits will be made directly to the employee's account. Any questions or requests for authorization forms should be directed to the Payroll Office or Human Resources 374-8652.

### **Payroll Deductions**

Federal and state income taxes, Social Security tax, and retirement contributions, tax liens and the like shall be payroll deducted as required by law and the board of trustees. No other payroll deductions from employee's pay for contributions to charitable or other organizations will be made without the request of the employee, prior approval, and in accordance with locally established procedures.



# **Employee Benefits**

## BENEFITS ENROLLMENT

All employees are required to complete the paperwork for employment and benefits. **Failure to complete the paperwork may negate or delay an employee's eligibility status for benefits and result in a delay in receiving the first or subsequent paychecks.** Benefits packets will be distributed to new employees or to employees who transfer to a position that changes their benefits eligibility.

## CHANGES IN EMPLOYEE STATUS/QUALIFYING EVENTS

**Benefit-Election Status Changes:** Certain benefit changes for health or dental insurance and flexible benefits are regulated by federal and state agencies. If one of the following qualifying events occurs during the plan year employees may be allowed to change (add, terminate, increase or decrease) current election(s) in pre-tax benefits. The change must, however, be as a result of one of these events and must be consistent with the change in status.

- Marriage
- Divorce - legal separation - annulment
- Death of spouse or dependent
- Birth or adoption of child
- Termination or commencement of employment by spouse or dependent
- Change from part-time to full-time, or full-time to part-time employment status by employee, spouse or dependent
- The taking of an unpaid leave of absence by either the employee, spouse or dependent
- Attainment of limiting age, change in student status or marriage of dependents
- Change in residence or work site of employee, spouse or dependent
- Entitlement of Medicare or Medicaid by employee, spouse or dependent
- Required, by court order, to provide coverage for child/children

When a status change (qualifying event) occurs that alters coverage needs, employees must come to the Human Resources Office **within 30 days** to complete forms and provide required documentation. If unclear, please call the Human Resource Office at (374-8652 ext.1120 or 1070) to determine if a change can be made. **Benefit changes cannot be made after 30 days from the date of the qualifying event.**

**Address Change:** Forms for address changes are available on the district website and in the Human Resource Office. Employees may complete the universal change form in the Office of Human Resources or forward the completed form downloaded from website to the Office of Human Resources. This form will change the SC Retirement System, Health benefit insurance and payroll information. For certified staff, this will change the address with the Office of Certification at the State Department of Education. Address changes for insurance coverage may also be made online at [www.eip.sc.gov](http://www.eip.sc.gov). "My Benefits".

### Name Change:

Name change forms **MUST BE** completed in the Human Resource Office. Employees must provide appropriate documentation (marriage license, new social security card, court order, etc.) for a name change. Also depending on the position and changes, other forms may be required: for example, change in beneficiary or name change on teaching license, Form W-4 and Form I-9.

## INCOME TAX WITHHOLDING FORMS

Federal (W-4) forms may be obtained at the Payroll Office or Human Resource Office or on the district website for the purpose of changing income tax withholding information. Changes in exemptions and deductions may be made at any time during the year.

## INSURANCE

### Health Insurance

All permanent full-time employees of Florence County School District Three are eligible for group insurance. Employees may elect to have their spouse and/or children covered by the same plan by paying a set monthly premium. Children up to age 26 are eligible to remain on your insurance plan. It is the responsibility of the employee to delete ineligible dependants within 31 days of the event.

The State Health Plan of South Carolina is provided to all permanent, full-time employees and is currently administered by Blue Cross and Blue Shield of South Carolina. The plan provides coverage for hospital and medical expenses.

The annual enrollment period for health insurance is October 1-31 each year. The effective date of coverage is January 1. The "year" for purposes of meeting the deductible for the state health plan is January 1 – December 31. Open enrollment occurs every odd year.

Claims under the State Health Plan should be filed as soon as possible after services are received. It is the employee's responsibility to file claims.

Changing from one health (if available) and/or dental plan to another can be done only during the annual or open enrollment period. Changes in coverage options may be made during the open enrollment period or other times, with a documented "qualifying event" if done within thirty (31) days of the event. "Qualifying events" include but are not limited to: birth of a child, change in marital status, etc. See Insurance Benefit Guide.

Contact the Human Resource Office with questions concerning insurance and speak with the Certified Employee Specialist or Classified Employee Specialist, or contact the customer service section of the appropriate insurance company.

### **Flexible Benefits**

Florence County School District Three permanent full-time employees are offered a flexible benefits plan. This plan offers employees an opportunity to save money by paying for non-reimbursed medical expenses, dependent care expenses, and dental insurance with pre-tax dollars. Supplemental disability insurance is offered only on an after-tax basis. The annual enrollment period for flexible benefits is October 1-31 each year. The effective date of coverage is January 1. Once enrolled, **NO** changes in coverage options may be made during the plan year for pre-tax coverage unless there is a benefit election status change/qualifying event. Additional information is available from the Human Resource Office or Insurance Benefits Guide.

**Note: Employees must re-enroll in flexible spending accounts (medical and dependent care) each year. Other flexible benefits plans will carry over from year to year. The Flexible Benefits Plan is chosen through a competitive bid process and is periodically subject to change.**

### **Dental Insurance**

All permanent full-time employees of the school system are offered coverage under a group dental plan. Employees may elect to have their spouse and/or children covered by the same plan by paying a set monthly premium. Children up to age 26 may remain on your dental coverage.

The annual enrollment period for dental insurance is October 1-31 every odd year. The effective date of coverage is January 1. Once enrolled, **NO** changes in coverage options may be made during the plan year unless there is a benefit election status change/qualifying event. Additional information is available through the Office of Human Resources.

### **Life Insurance**

Florence County School District Three provides to all permanent full-time employees' basic group life insurance coverage in the amount of \$3,000. Employees may elect to purchase additional coverage for themselves, their spouse and/or children with premiums being payroll deducted. Unmarried children up to age 19, or up to age 26 if enrolled as a full-time student (12 or more hours per semester) at a state accredited school or college is eligible for coverage. If an employee desires additional coverage after the initial election is completed, he/she must be approved by Met Life. Optional Life insurance coverage for the employee is calculated at 3 times his/her base salary. Optional life insurance coverage may be purchased at a maximum benefit of one-half (1/2) of the employee's optional life in \$10,000 increments for a dependant spouse up to \$100,000 and a benefit of \$15,000 per dependent child.

The life insurance plan has an “Accelerated Benefits Option” feature which may allow partial benefits if an employee is diagnosed with a terminal illness by a medical doctor. The employee may change beneficiaries and lower coverage at any time. To increase coverage, at any time, a “Statement of Health” must be completed and approval must be granted by life insurance carrier.

### **Removing Children from Insurance Coverage**

Employees who have chosen to insure their children (health, life, and dental) may do so until: the child turns 26. At age 26, the child will be removed from coverage unless the child qualifies as incapacitated.

### **Continuation of Health/Dental Insurance Coverage Following Separation from Employment**

Continuation of group health and dental insurance coverage and the health care flexible spending account is available to employee, spouse and/or dependents under the Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Public Health Service Act (PHSA) as required by federal law. Certain qualifying events are governed by these COBRA regulations. Continuation of this coverage is paid by the member at a higher rate than the normal group rates, as allowed by federal law. An employee separating from employment will receive a letter, from the Human Resource Office, explaining termination of benefits. For more information concerning the COBRA regulations please contact your health insurance provider.

### **Continuation/Conversion of Life Insurance Following Separation from Employment**

Continuation of life insurance coverage is available for the employee or family **only** through conversion or portability. Information is provided at separation.

### **HIPAA – Health Insurance Portability and Accountability Act**

The HIPAA Act is a federal law that was passed in 1996. Additional guidelines were issued December 4, 2002. A portion of this federal law is called the Privacy Rule. **Through the Privacy Rule, the federal government is seeking to protect, and keep private, individual’s personal health information (PHI). The HIPAA Privacy Rule went into effect on April 1, 2003.** The State Health Plan has complied with the Privacy Rule. **Except for permitted uses and disclosures, the State Health Plan is not allowed to use or disclose your PHI without your written authorization. Employees may give written authorization for any purpose.**

Additional information and authorization forms may be obtained from the State Health Plan website at <http://statehealthplan.state.sc.us>.

### **Workers' Compensation Insurance**

Provisions of the Workers Compensation Act are applicable to all paid school employees. Workers’ Compensation provides medical benefits and if applicable, a weekly compensation equal to 66 2/3% of the employee’s average weekly earnings for the year prior to the injury, up to a maximum established by the Industrial Commission each year.

When an employee is injured on the job, he/she must ensure that the immediate supervisor has knowledge of the injury **immediately** following the accident. The employee’s Accident/Incident Report **must** be completed and signed by the employee and forwarded to the district office within five (5) days. The completed Medical Information Release Authorization form must accompany the Incident Report. Forms are available at the schools and district office. Copies of the incident report and authorization form must be given to the employee. Another copy must remain on file at the site for five years. All originals must be sent to the district office. The injury claim will be reviewed and considered for compensable benefits as established under the Workers’ Compensation ACT. Filing a claim does not guarantee benefits. Your claims administrator will make a determination of compensability based on information obtained.

The district does not have a preapproved medical facility; however, if an employee is unable to see his/her doctor, the District’s Worker’s Compensation Clerk will schedule an appointment with a medical facility. The following services must be **precertified** for medical necessity: All Inpatient Services, Occupational Therapy, Pain Management, Work Hardening, and Physical Therapy beyond twelve (12) visits.

Eligible employees receive the Workers' Compensation weekly benefits, after the required regular waiting period of seven (7) calendar days, (including Saturday and Sunday), effective on the 8th day of the disability. **If the employee is out of work seven (7) calendar days or less, S. C. Law prohibits payment of lost wages.** During the seven-day waiting period, the employee may choose to use available sick leave or take leave without pay. If the injury results in disability of more than 15 calendar days, the Workers' Compensation weekly benefit is allowed from the date of the disability. For disabilities over eight (8) days, the employee has the option of using accrued sick leave in lieu of workers compensation benefits for lost wages or claim workers compensation benefits for lost wages in lieu of using sick leave.

While on Workers' Compensation leave, an eligible employee continues to accumulate vacation and sick leave if the employee earned such leave while working. Leave days earned while on Workers' Compensation leave will be added to the employee's leave account upon return to work. Absences for Workers' Compensation shall count as part of the employee's Family and Medical Leave Act (FMLA) entitlement for that year.

An employee who is injured in a work-related accident and qualified for Workers' Compensation benefits will have full access to a number of pharmacies for their prescription needs, and **will no longer have to pay for prescriptions out-of-pocket or file them with the group health carrier.** Prescription cards are available at the district office through the District Workers' Compensation Clerk. The employee is not to file any prescription charges on his/her group health insurance or HMO or pay for any medication. Also, he/she must go to one of the pharmacies listed on the form. If he/she goes to a pharmacy that is not on the list, then he/she must pay for the medications themselves and may not be reimbursed.

## **MISCELLANEOUS BENEFITS**

### **Employee Disability**

A comprehensive short-term and long-term disability income plan is provided at the employer's expense for permanent full-time employees who are members of the South Carolina Retirement System and the State Health Plan and meet certain state service requirements.

### **Group Life Benefit**

A group life benefit is payable to a designated beneficiary after an employee has completed one year (365 days) as a contributing member of the South Carolina Retirement System. The amount paid is determined by employee's annual salary. Employee retirement contributions are also paid to the designated beneficiary.

### **Social Security**

All employees participate in the social security system. Contributions are made by both the employee and employer. Benefits may include retirement, pensions, disability payments, and survivor's insurance. The tax rate for contributions is determined annually.

### **Savings Bonds**

All permanent employees are eligible to purchase United States Government Savings Bonds through after-tax payroll deductions. Contact the Office of Human Resources for information and enrollment forms for the Savings Bond program. (Reference: [www.savingsbonds.gov](http://www.savingsbonds.gov))

### **401(k)/457 Deferred Compensation Plan**

All permanent employees are eligible to participate in the State of South Carolina Deferred Compensation Plan administered by ING Plan Services or visit the website. Interested employees should contact Deborah Altman at 374-8652 ext. 1120.

### **State Employees' Credit Union**

All fulltime employees may join the South Carolina State Employees' Credit Union. Information is available directly from the credit union at [www.scscu.com](http://www.scscu.com) or the Office of Human Resources.

## **RETIREMENT SYSTEM**

### **Pension**

All permanent full-time employees are required to join the South Carolina Retirement System (SCRS) or a state approved optional retirement plan (ORP). Eligible employees (including TERI participants) contribute 7.0% of their gross salary (pre-tax) to the Retirement System. Florence County School District Three will make a contribution as established by the South Carolina General Assembly for each employee. Monthly benefits at retirement are based upon the employee's average salary, years of state service, and/or age at retirement. If you meet the following requirements, you are considered eligible to retire (see Correlated Systems if you have an account in more than one retirement system):

#### ***If Your Membership Began Before January 1, 2001:***

##### **Regular Service Retirement (Unreduced Annuity):**

- 28 years of service credit; or
- Age 65 with at least five years of combined creditable service on December 31, 2000, or on December 31, 2000, must be both at least age 60 and an active contributing member.

##### **Early Service Retirement (Reduced Annuity):**

- Age 60 with at least five years of combined creditable service on December 31, 2000, or on December 31, 2000, must be both at least age 60 and an active contributing member. Your annuity is permanently reduced 5 percent for each year of age less than 65; or
- Age 55 or older with 25 years of service credit, five years of which must be creditable service on December 31, 2000. Your annuity is permanently reduced 4 percent for each year of service credit less than 28.

#### ***If Your Membership Began After December 31, 2000:***

##### **Regular Service Retirement (Unreduced Annuity):**

28 years of service credit, five years of which must be earned service; or  
Age 65 with at five years of earned service.

##### **Early Service Retirement (Reduced Annuity):**

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

If you retire early, you are not eligible for cost-of-living adjustments until the second July 1st after you reach age 60 or the second July 1st after the date you would have attained 28 years of service credit had you not retired.

The TERI program will be closed effective June 30, 2018. This means that Class Two members who enter the TERI program after July 1, 2013 will not be eligible to participate in TERI for the full five years. Instead, their TERI participation will end on June 30, 2018, regardless of when they entered the program. For Example:

A member who begins his TERI participation on July 1, 2013 will be eligible to participate in the TERI program for five full years before the program is closed on June 30, 2018.

A member who enters the TERI program on July 1, 2014, will only be able to participate in the program for four years before the program is closed.

A member who decides to enter the TERI program on June 1, 2018, will be eligible to participate for 30 days before the program is closed on July 1, 2018.

**For more detailed information, refer to the South Carolina Retirement System's website:**

[www.retirement.sc.gov](http://www.retirement.sc.gov)

## **TERI PROGRAM (TEACHER AND EMPLOYEE RETENTION INCENTIVE)**

TERI is a deferred retirement option plan for contributing members eligible to retire. Membership is at the discretion of the employee. All employment policies and procedures of Florence County School District Three are in effect under this program. The approved length of the program is 60 months, and any break in service ends the program. In order to participate, a member makes application on the retirement application. Employment rights under this program are:

- (1) Retention of current employment rights
- (2) Sick and annual leave balances will be used for the retirement benefit calculations, and
- (3) Remaining balance, if any, and leave accruals are based on the employer's leave policy. No early limitations apply during the TERI participation period.

For further details of the TERI program, contact the South Carolina Retirement System.

## **SICK DAY PAY OFF FOR RETIREES**

Retiring employees from Florence County School District Three may be reimbursed for unused sick leave up to 20 days. Employees retiring and continuing for the district (TERI) may choose to retain a sick leave balance of 5 days in lieu of reimbursement.

A request to split the balance between reimbursement and a remaining sick leave balance must be made in writing and may be approved at the discretion of the superintendent.

Reimbursement for sick leave will be calculated at the following rate:

Certified Employees:	\$50.00/day
Classified Employees:	\$25.00/day

To qualify for reimbursement, an employee must have ten (10) years of total experience in Florence County School District Three with the last five (5) years in the retirement system in the district. This option is only available at the time of initial retirement from the district and does not apply to the date of actual separation of employment, which can occur later for those that continue to work under TERI or as a re-hired, retired employee.

A maximum of ninety (90) days may be used to calculate service credit in the South Carolina Retirement System.

## **LEAVE BENEFITS**

Florence County School District Three employees should carefully consider the impact that their absence(s) will have on the overall instructional program, the achievement of students, consistent classroom discipline, and reduced cost to the district. Even the best substitute employee cannot provide the high level of service provided by the regular employee. Every employee absence diminishes the overall quality of the instructional program. It is the expectation that district employees will make every effort to come to work every day. The board recognizes, however, that certain absences are unavoidable. At such times, employees should take leave in accordance with this policy and its accompanying administrative rule. All leave will be earned on a pro rata basis as indicated by the employment period of the individual.

### Use/Misuse of Leave

Approval or disapproval of any leave request shall be based upon the evaluation of the intrinsic merit of the request and the assessment of the impact of the employee's absence on the continuity of the instructional process and/or work site. The taking of unauthorized personal leave shall not be condoned and such is subject to disciplinary action.

The district may terminate the employment of any employee who fails to comply with the requirements of this policy and accompanying rule, who fails to report to work at the expiration of authorized leave or who fails to obtain an extension of leave.

An employee is subject to termination from employment with the district for misstatements of fact and/or misrepresentations of purpose for which leave of absence is desired or on the basis of which sick leave is obtained.

The district will not terminate from employment those employees under this policy who have accrued sick leave and who are using it in compliance with this policy. The district must not terminate from employment any such employee during a continuing sick leave of less than 91 workdays.

## **TYPES OF LEAVE**

### Sick Leave

All full-time employees of the district will accrue sick leave on the basis of one and one-fourth days of sick leave for each month of paid active service. Earnings will be posted the close of business the last payroll of the month. An employee may accumulate up to 120 days.

In extreme cases, the superintendent can approve an advance of leave after thorough review of the employee's circumstances which have led to the request.

### Use of Sick Leave

An employee may use personal sick leave for illness of the individual from natural causes or accident.

An employee may use family sick leave for absences caused for illness of an immediate family member. The total number of days may not exceed 12 days for the use of sick leave days for illness of immediate family members. Additional use of sick leave for family illness may be granted at the discretion of the superintendent.

The term "immediate family" includes the following: employee's spouse, children, parents, grandparents, grandchildren, brothers, sisters, mother/father-in-law, daughter/son-in-law, and step-children/mother/father/siblings. Additional individuals under the immediate care of the employee may be approved for family sick leave at the discretion of the superintendent.

A principal or supervisor can request a doctor's statement for sick leave at any time. It is required for absences of more than 5 days. A leave of absence form must be completed for every sick leave period.

### Family and Medical Leave Act

The board will provide leave to eligible employees consistent with the Family and Medical Leave Act (FMLA) of 1993. Eligible employees are entitled to up to 12 workweeks 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 a similar position after the termination of the leave. The employee is responsible for their contributions to additional coverage benefits.

An employee can use this leave for the following reasons.

1. to care for the employee's child after birth, or place for adoption or foster care;
2. to care for the employee's spouse, son, or daughter, or parent who has a serious health condition;
3. for a serious health condition that makes the employee unable to perform the employee's job;
4. to care for a family member on active duty or called to active duty status (26 weeks).

To be eligible you must have worked here for at least one year or 1,250 hours over a 12-month period. Medical verification is required to provide advance notice and medical certification. This must be given in advance of the leave being granted.



FMLA runs concurrently with sick leave. For example, an employee with 30 days of sick leave (6 weeks) uses that sick leave. Then they have 6 weeks of FMLA leave after exhausting their sick leave.

#### Personal Leave

Two (2) days of sick leave per year may be designated as personal leave for use by employees for individual business for employees on a minimum of a 190-day contract but not equal to a 220-day contract. Three (3) days of sick leave per year may be used for personal business for employees on 220-day or greater contract. A total of five days of personal days may be accumulated. Employees may take no more than two personal days at a time. Any days used for personal reasons in excess of that as entitled by policy must have prior approval of the supervisor/principal and superintendent or will be without pay.

#### Legal Absences/Legal Leave

The district will grant employees leave without loss of pay when they are summoned for jury duty or when they are subpoenaed for the purposes of school-related legal matters. Whenever a prospective juror is dismissed before the end of the working day, he/she will return to his/her official duties. South Carolina law provides that teachers, certified personnel at the building level or bus drivers may request and be released from jury duty during the school year.

#### Maternity Leave

A pregnant employee is eligible for extended illness leave. While on leave, she may receive pay for accumulated sick leave as provided herein. Adoption leave shall be granted as maternity leave. The employee must provide evidence of adoption prior to leave being granted. Provisions for Family and Medical Leave Act apply to maternity leave.

#### Military Leave

Employees may take military leave without loss of pay, seniority or efficiency rating for one or more periods not exceeding a total of 15 workdays in one year. Saturdays, Sundays, and state holidays may not be included in this 15 days unless the Saturday, Sunday, and state holiday is a regularly scheduled workday for the employee.

This leave may be taken when the employee is engaged in training or other duties ordered by the governor, the Department of Defense, the Department of the Army, the Department of the Air Force, the Department of the Navy, the Department of the Treasury, or any other department or agency of the government of the United States having authority to issue lawful orders requiring military service. This leave applies to employees who are either enlisted or commissioned member of the South Carolina National Guard, the United States Army Reserve, the United States Air Force Reserve, the United States Naval Reserve, the United States Marine Corps Reserve or the United States Coast Guard Reserve.

In the event an employee is called upon to serve during an emergency by the President of the United States or the governor of South Carolina, he/she will be entitled to such leave of absence for a period not exceeding 30 additional days.

An employee seeking leave for annual active duty training must forward a written request, a copy of his last orders, including the appropriate verifying data, to the superintendent no later than 30 days prior to the pre-arranged military activity.

#### Administrative Leave

The board believes that it is desirable to provide professional leave in order to attract and retain faculty who will continue to grow professionally and enhance their service to the public schools of the district.

The district may grant administrative leave to an employee for the purpose of attending activities designed to improve competency or to improve the instructional or service programs of the district.

The superintendent may authorize administrative leave for attending state, regional and national meetings, workshops and conferences (including observing in other schools) without pay deduction. The employee must apply for prior approval through his/her supervisor.

The superintendent or his/her designee will determine the number of absences allowable for administrative leave. Absences will also be subject to budget limitations for employing substitutes and reimbursement for travel, meals and lodging.

#### Non- Paid Leave

For emergencies or unusual situations not covered by the leave policies of the district, an employee may request non-paid leave for a period not to exceed two semesters within the same fiscal year. Because leave without pay can affect employee benefits, non-paid leave will only be granted after all other leave options have been exhausted.

A written request must be presented in the event of a medically-related request involving the employee or a family member, and a doctor's statement must accompany the request.

Professional training, education, or travel pertinent to an employee's teaching or administrative duties may be reasons for granting leave without pay. The employee must present a written statement indicating the benefit to the educator and the district for consideration by the principal/supervisor and superintendent. This request must be presented to the principal/supervisor and superintendent sixty (60) days in advance of desired date of participation.

All leave without pay is subject to the approval of the superintendent.

#### Vacation Leave

Each full-time, 237-day employee is entitled to ten (10) days of vacation leave with pay. An individual must be employed with the district **12 consecutive months** to be eligible to use earned vacation leave. Vacation leave will be awarded on the anniversary date of employee's initial employment. This leave will be prorated based on the fiscal year. Vacation leave will be awarded on July 1<sup>st</sup> but prorated if an employee does not complete their contractual obligation to the district for that fiscal year. Leave taken in excess of the accrued pro rata rate will be deducted from the employee's paycheck. Vacation does not accrue from one fiscal year to the next. Unused vacation leave cannot be carried over into the next fiscal year unless an exception is granted by the superintendent.

#### Organ Donor Leave

Employees may take a leave of absence to be an organ donor without loss of pay, time, or leave for one or more periods not exceeding a total of 30 workdays in one fiscal year. An employee seeking leave to be an organ donor must forward a written request, including the appropriate documentation from the attending physician verifying that the employee is the donor, to the superintendent no later than two weeks prior to the leave

#### Bereavement Leave

Three (3) days of leave are granted for bereavement in the immediate family (spouse, parent, child, sibling) related by birth or marriage. These days do not come from sick leave allocation. Bereavement for extended family members (grandparent, grandchild, uncle/aunt, niece/nephew) related by birth or marriage may be granted from accrued sick leave with supervisory approval.

#### Leave Without Pay

Florence County School District Three requires the employee to use available paid leave before going on leave without pay. An employee may be granted a leave of absence without pay for periods as granted at the discretion of the superintendent and in accordance with the rules and regulations adopted by the board of trustees. Extended leaves of absence may be granted in accordance with board policy and state regulations. Whenever possible, employees shall give advance notice of requests for leave of absence as documented appropriate board policy.

#### Return From Approved Long-Term Leave of Absence

When an employee returns to work from an approved long-term leave of absence without pay, the school district will attempt to place that employee in his/her original position if possible. However, in such cases when this is not possible, the employee will be placed in an equivalent position at another location within the school district. If insurance benefits were cancelled while on leave of absence, it is the employee's responsibility to re-enroll. An employee can call the Office of Human Resources for more information and assistance in enrolling in insurance benefits. (Reference: Board Policy GAM)

#### Other Employment While on Leave

Except for specific authorization found in the state disability plan, it is not the practice of Florence County School District Three to authorize a leave and allow employees to accept other employment. Any exceptions to this practice should be requested by the employee at the time leave approval is sought. Any employee on an approved leave of absence should request approval from the superintendent prior to accepting other employment. The request will be reviewed and a letter of notification will be mailed to the employee. If an employee is receiving short term disability and working at another job, the name of the employer, gross and net earnings and date of payment must be reported to the Finance Office.

## **WHOM TO ASK FOR HELP**

### **Human Resources Department**

Application Information .....	Esther Ward
Clearance (Volunteers, Chaperones, Student Teachers) .....	Esther Ward
Employee Benefits (Certified) .....	Deborah Altman
Employee Benefits (Classified) .....	Katrina Mungo
General Employee Information .....	Angelia Scott
Insurance Information .....	Deborah Altman, Katrina Mungo
Recertification Information .....	Angelia Scott
Substitute Teacher Information .....	Katrina Mungo
Transfer Requests.....	Angelia Scott
Worker's Compensation .....	Deborah Altman, Katrina Mungo

### **Payroll Department**

Sick Leave and Vacation Leave Status .....	Annette Morgan
Payroll Deduction Questions .....	Tracey Coward
Paycheck Questions .....	Annette Morgan

### **Business Department**

Purchasing Questions – check with your school bookkeeper .....	
School Bookkeeping Questions .....	School Designee
Accounts Payable .....	School Designee and/or Rick Melton
Accounts Receivable .....	Hope Gibson

### **Office of Exceptional Children**

Special Education Questions .....	Darlene Matthews
Section 504 Questions .....	Darlene Matthews

### **Student Information**

Attendance Zoning .....	Sheila Knotts/Penny Moore
Student Health Questions .....	Pam Coker
Transportation .....	Sharon McClam
Truancy .....	Yvonne Scott

### **Other Members of the Florence County School District Three Administrative Staff:**

Dr. V. Keith Callicutt, Superintendent  
Sheila Knotts, Executive Assistant to the Superintendent  
Laura Hickson, Assistant Superintendent of Instruction  
Donna D. Sullivan, Director of Finance  
Dianne Oliver, Director of Curriculum and Instruction – Early Childhood Education  
Darlene Matthews, Interim Director of Exceptional Children  
Yvonne Scott, Director of Grants and Testing  
Jay Alexander, Director of Facilities and Operations  
Sharon McClam, Transportation Supervisor  
Brian Huckabee, Communications Coordinator  
Dr. Mark Evans, Director of Adult/Alternative Education  
Gloria McFadden, Student Data Management Coordinator  
Barbara Woodbury, Director of Curriculum and Instruction – Elementary Education  
Donald Navorska, Food Service Supervisor  
Angelia Scott, Director of Human Resources

### **Building Level Administration:**

Eddie Whack – Lake City Elementary School  
Katherene Tisdale – J. C. Lynch Elementary School  
Pamela Sims – Main Street Elementary School  
Mary Howard – Olanta Elementary School  
Allana Prosser – Scranton Elementary School  
Margie Myers – Ronald E. McNair Middle School  
Ned Blake – J. Paul Truluck Middle School  
Kasey Feagin – Lake City High School  
Dr. Mark Evans – Alternative Center for Education (ACE)