



**SPARTANBURG  
SCHOOL DISTRICT  
THREE**

**EMPLOYEE HANDBOOK  
2016-17**



**RECEIPT OF EMPLOYEE HANDBOOK**

Please print this Receipt of Employee Handbook page, and sign, date, and return to your Principal or Supervisor.

I have received a copy of the 2016-17 Spartanburg School District Three Employee Handbook. I understand that the handbook is a compilation of the current policies of the School District and the Board of Trustees relating to Personnel. Policies are subject to change by the Board of Trustees. The complete and official text of all policies of the Board of Trustees is contained in the Spartanburg School District Three Board Policy Manual online ([www.spartanburg3.org](http://www.spartanburg3.org)). I understand further that there are certain administrative practices and procedures not included in this personnel handbook, that such administrative practices and procedures are subject to change, and that the federal and state laws and regulations applicable to personnel are subject to change.

I ACKNOWLEDGE THAT THE CONTENTS OF THIS HANDBOOK ARE NOT INTENDED TO CREATE A CONTRACT BETWEEN THE SCHOOL DISTRICT AND ANY EMPLOYEE. NOTHING IN THIS HANDBOOK BINDS THE SCHOOL DISTRICT OR ANY EMPLOYEE TO ANY CONDITIONS OR PRIVILEGES OF EMPLOYMENT OR DEFINITE PERIOD OF EMPLOYMENT. THE ONLY VALID CONTRACT OF EMPLOYMENT BETWEEN THE SCHOOL DISTRICT AND ANY EMPLOYEE MUST BE IN WRITING, SIGNED BY THE SUPERINTENDENT AND APPROVED BY THE SCHOOL DISTRICT BOARD OF TRUSTEES.

My signature indicates I have received and reviewed the 2016-17 Spartanburg School District Three Employee Handbook.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

# Table of Contents

I. RECEIPT OF EMPLOYEE HANDBOOK.....	2
II. LETTER FROM THE SUPERINTENDENT.....	6
III. MISSION, PURPOSE, VALUES, AND GUIDING PRINCIPLE.....	7
IV. BOARD OF TRUSTEES .....	8
Board Meetings.....	8
V. DISTRICT DIRECTORY .....	9
District Staff Directory .....	9
School Directory .....	10
Public Assistance Directory.....	11
VI. EMPLOYEE BENEFITS AND SERVICES.....	14
Salary Deductions .....	14
Direct Deposit .....	14
Insurance .....	14
Dependents.....	15
When Insurance Begins .....	15
COBRA.....	15
Eligibility for and Period of Continuation of Health Coverage.....	15
Application for Continuation of Coverage .....	16
Additional Information About Continuation of Coverage.....	16
Non-Transfer Academic Employees.....	16
South Carolina Retirement.....	17
Optional Benefits Program .....	17
S.C. Optional Life Insurance/Supplemental Life.....	17
Dental Insurance/Dental Plus.....	17
Vision Insurance .....	17
Money Plus .....	17
South Carolina Workers' Compensation Insurance.....	18
Salary Payment Dates .....	18
Tax Sheltered Annuity Plan .....	18
Changes in Annuities .....	18
VII. GENERAL PERSONNEL INFORMATION .....	19
Equal Opportunity Employment.....	19
Personnel Goals and Objectives.....	19
Personnel Files .....	20
Maintenance of Personnel Files .....	20
Personnel File Evaluation or Complaints .....	20
Access to a Personnel File .....	20
Responsibility for the Personnel File.....	21

Personnel Records.....	21
Changes in Personnel Information.....	21
Personnel Information for Payroll Purposes.....	21
Required Immigration Form.....	21
Personnel Health Examinations.....	22
Personnel Leave and Absences.....	22
Personnel Grievance Procedures.....	27
Level One.....	28
Level Two.....	29
Level Three.....	29
General Provisions.....	29
Personnel Evaluations.....	30
Non-School Employment.....	30
Personnel Retirement.....	31
Solicitation of Funds.....	31
Political Offices and Activities.....	31
Staff Ethics and Conflict of Interest.....	32
Sexual Harassment Policy.....	33
Employee Rights and Responsibilities.....	33
Definition of Sexual Harassment.....	33
Complaint Procedures.....	33
Education of the School District Community.....	36
Staff Development Opportunities.....	36
Corporal Punishment.....	36
Staff Conduct with Students.....	36
Harassment, Intimidation, or Bullying.....	37
Assaults Upon Employees.....	37
Arrest of an Employee.....	38
Staff Protection.....	38
Certification of Health.....	38
OSHA Standards – Employee Responsibility.....	38
Dress Code.....	39
Spartanburg School District Three User Guidelines.....	39
Use of Tobacco Products.....	39
Drug-Free Work Place.....	40
VIII. TEACHER PERSONNEL INFORMATION.....	41
Professional Personnel Recruitment and Hiring.....	41
Recruitment of Professional Personnel.....	41
Application Process.....	42
Selection of Professional Personnel.....	42
Professional Personnel Positions.....	43
Professional Personnel Qualifications and Duties.....	43
Professional Personnel Ethics.....	44
Professional Personnel Assignment.....	44
Experience.....	44

Renewing and Advancing Certificates.....	44
Arrangements for Substitutes.....	45
Professional Personnel Transfers.....	46
Voluntary Transfer.....	46
Involuntary Transfer.....	46
Professional Personnel Compensation Guides and Contracts .....	47
Certified Personnel Evaluation .....	47
ADEPT/ SLO.....	47
Induction Contract Teachers.....	47
Annual Contract Teachers.....	48
Continuing Contract Teachers .....	49
Professional Personnel Extra Duty .....	50
Length of School Day for Teaching Personnel.....	50
Length of School Year .....	50
Professional Personnel Resignation.....	51
Professional Personnel Tutoring for Pay .....	51
Professional Personnel Reduction In Force .....	51
General Statement of Policy .....	51
Reasons for Elimination of Certified Staff Positions.....	51
Definitions (as used in this policy) .....	51
Procedure .....	51
Notice to Individual Teacher .....	52
Review of Individual Termination.....	52
Obligations with Respect to Re-Employment or Other Employment .....	53
Exclusive RIF Procedure .....	54
IX. CLASSIFIED PERSONNEL INFORMATION.....	55
Classified Personnel Employment .....	55
Classified Personnel Positions .....	55
Classified Personnel Compensation.....	55
Classified Personnel Resignation.....	55
Classified Personnel Separation.....	56
EVERY STUDENT SUCCEED ACT (ESSA) .....	57
AFFIRMATION OF COMPLIANCE WITH TITLE IX OF THE EDUCATION AMENDMENT OF 1972 .....	57
STATEMENT OF NON-DISCRIMINATION .....	57
DISTRICT CALENDAR.....	58

## **Letter from the Superintendent**

Welcome to Spartanburg School District Three. We hope that our Employee Handbook will be a useful reference source for you. It provides answers to many questions employees may have about policies and procedures in the district.

The contents of this handbook are not intended to create any contractual agreement between the school district and the employee. Nothing in this handbook binds the District to any conditions of employment or a definite period of employment. The only valid contract for employment between Spartanburg School District Three and any employee must be in writing, signed by the Superintendent, and approved by the Board of Trustees.

Included in the manual are the names, titles, and contact information of key district personnel whom you may wish to consult along with the referenced administrative regulations and Board policies. This handbook is not intended to replace the Board's policy manual which contains all policies and regulations of the District Three Board of Trustees and is available for your reference on our website and in the media center of each school.

We are always ready to assist you. We sincerely believe that thorough communication makes all of us more effective and valuable to the children of our district.

ALL IN. Every Child, Every Day, Whatever It Takes!

Kenny Blackwood  
Superintendent

## **MISSION**

Our mission, in Spartanburg School District Three,  
is to provide experiences and teach world class skills and values which  
empower all children to achieve their fullest potential.

## **PURPOSE**

Every student Future Ready.  
Prepared for college, career and personal success.

## **VALUES**

In collaboration with our families and community, we value:

Children, first and foremost;  
Safety and security;  
Uniqueness and diversity;  
High expectations;  
Learning as a lifelong process;  
Equal access to a quality education;  
All needs of every child.

## **GUIDING PRINCIPLE**

**ALL IN. Every Child, Every Day, Whatever It Takes!**

Our Mission, Purpose, Values, and Guiding Principle are aligned with the Profile of the South Carolina Graduate:  
World Class Knowledge, World Class Skills, Life and Career Characteristics.

**2016-17 SPARTANBURG SCHOOL DISTRICT THREE  
BOARD OF TRUSTEES**

Don Kennedy, Chairman  
Kevin Lee, Vice Chairman  
Jodi Gilmer, Secretary  
Ann Brown  
Eddie Dearybury  
Shannon Gault  
Billy Gossett  
Holly Jolley  
Tracy Schultz

**BOARD MEETINGS**

Regular meetings of the board are held on the third Thursday of each month unless a change is announced. The meetings begin at 7:30 p.m. in the board room at the Administrative Offices on 3535 Clifton Glendale Road. All meetings of the board are open to the public and representatives of the news media. Information about meeting dates, agendas, or minutes may be obtained from the Office of the Superintendent at 3535 Clifton Glendale Road, Glendale, SC 29346, or by calling (864) 279-6002.

**2016-17 REGULAR MEETING DATES**

August 18, 2016

September 15, 2016

October 20, 2016

November 17, 2016

January 19, 2017

February 21, 2017

March 16, 2017

April 20, 2017

May 18, 2017

June 15, 2017



## 2016-17 District Staff Directory

3535 Clifton Glendale Road PO Box 267 Glendale, SC 29346  
Phone (864) 279-6000 FAX (864) 279-6010 Website: [www.spartanburg3.org](http://www.spartanburg3.org)

Kenny Blackwood	Superintendent
Susan Little	Assistant Superintendent for Instruction
Greg Mack	Assistant Superintendent for Finance and Operations
Rodney Goode	Assistant Superintendent for Personnel and Pupil Services
Bill McPherson	Director of Facilities and Grounds
Jean Brewington	Director of Elementary Education
Sharon Brown	Nurse Supervisor
Ruth Schoonover	Parenting Programs and Social Work Coordinator
Cynthia James	Director of Special Education and Accountability
Cathy O'Dell	Benefits Coordinator
Mecole Rogers	Payroll Coordinator
Sherri Horton	Public Information Coordinator
Donnie Elder	Director of Technology
Audra Terry	Director of Food Service
Clifdale Elementary School	279-6211
John Turner	Director of Athletics
Broome High School	279-6831
Pat O'Brien	Transportation Coordinator
Broome High School	279-6770

## 2016-17 School Directory

Cannons Elementary School (PreK-5)  
1315 Old Converse Road  
Spartanburg, SC 29307

Karen Grimm, Principal  
864-279-6100  
FAX 864-279-6110  
[kgrimm@spartanburg3.org](mailto:kgrimm@spartanburg3.org)

Clifdale Elementary School (PreK-5)  
451 Heritage Hills Road  
Spartanburg, SC 29307

Windy Hodge, Principal  
864-279-6200  
FAX 864-279-6210  
[whodge@spartanburg3.org](mailto:whodge@spartanburg3.org)

Cowpens Elementary School (PreK-5)  
341 Foster Street  
Cowpens, SC 29330

Cindy Snead, Principal  
864-279-6300  
FAX 864-279-6310  
[csnead@spartanburg3.org](mailto:csnead@spartanburg3.org)

Pacolet Elementary School (PreK-5)  
150 McDowell Street  
Pacolet, SC 29372

Allison Berry, Principal  
864-279-6500  
FAX 864-279-6510  
[aberry@spartanburg3.org](mailto:aberry@spartanburg3.org)

Cowpens Middle School (6-8)  
150 Foster Street  
Cowpens, SC 29330

Matt Davis, Principal  
864-279-6400  
FAX 864-279-6410  
[cjames@spartanburg3.org](mailto:cjames@spartanburg3.org)

Middle School of Pacolet (6-8)  
850 Sunny Acres Road  
Pacolet, SC 29372

Max Deaton, Principal  
864-279-6600  
FAX 864-279-6610  
[mdeato@spartanburg3.org](mailto:mdeato@spartanburg3.org)

Broome High School (9-12)  
381 Cherry Hill Road  
Spartanburg, SC 29307

Rodney Graves, Principal  
864-279-6700  
FAX 864-279-6710  
[rgraves@spartanburg3.org](mailto:rgraves@spartanburg3.org)

Daniel Morgan Technology Center (10-12)  
201 Zion Hill Road  
Spartanburg, SC 29302

Bill Price, Director  
864-279-6900  
FAX 864-279-6910  
[billp@dmtonline.org](mailto:billp@dmtonline.org)

## 2016-17 Public Assistance Directory

Academic Assistance Plans	Susan Little
Accidents (Student)	Greg Mack
Accountability	Susan Little
Accounts Payable	Traci Swaney
Adult Education – Countywide	Tammy D. Cooley (594-4428)
Advanced Placement Programs	Susan Little
Alternative Education Programs	Rodney Goode
Applications (Employment)	Cathy O'Dell
Athletics	John Turner (279-6831)
Admissions Policies	Rodney Goode
Attendance Regulations	Ruth Schoonover
Benefits (Employee)	Cathy O'Dell
BHS Scholarship Program	Sherri Horton
Bids	Greg Mack
Board Policies	Sherri Horton
Break-ins/Vandalism	Greg Mack
Bus Driver Applications	Pat O'Brien (279-6770)
Bus Routes	Pat O'Brien (279-6770)
Business Partnerships	Sherri Horton
Cafeterias	Audra Terry (279-6211)
Calendar (District & Schools)	Sherri Horton
Children's Assistance Program	Ruth Schoonover
Commercial Advertising	Sherri Horton
Communications	Sherri Horton
Construction Projects	Greg Mack
Curriculum	Susan Little
Custodians	Bill McPherson
Dental Screening	Sharon Brown (279-6204)
Discipline Policies	Rodney Goode
District Information	Sherri Horton
District Publications	Sherri Horton
Employment	Rodney Goode
Employment Verification (Verbal)	Cathy O'Dell
Employment Verification (Written)	Mecole Rogers
Expulsion appeals	Rodney Goode
Facilities (Use of)	Bill McPherson
Finance (District)	Greg Mack
Financial Assistance (Student)	Ruth Schoonover

Fine Arts Programs	Susan Little
First Aid	Sharon Brown (279-6204)
Food Service Employment	Audra Terry (279-6211)
Four-Year Old Kindergarten	Jean Brewington
Free/Reduced Priced Meals	Audra Terry (279-6211)
Gifted/Talented Programs	Susan Little / Cynthia James
Health Education	Susan Little
Health Screenings	Sharon Brown (279-6204)
Home School Requests	Rodney Goode
Homebound Instruction	Rodney Goode
Homeless Students	Ruth Schoonover
Immunization Compliance	Sharon Brown (279-6204)
Instructional Technology	Susan Little / Donnie Elder
Insurance (Personnel)	Cathy O'Dell
Insurance (Students)	Greg Mack
Junior Scholars	Sherri Horton
Maintenance of Grounds/Facilities	Bill McPherson
New Resident Information	Sherri Horton
News Media Contact	Sherri Horton
Nurses (Employment)	Sharon Brown (279-6204)
Parenting Programs	Ruth Schoonover
Payroll	Mecole Rogers
Personnel	Rodney Goode
Promotion & Retention Policy	Susan Little
Psychological Testing	Cynthia James
Public Information	Sherri Horton
Purchase Orders	Greg Mack
Referrals (Medical Care)	Sharon Brown (279-6204)
Safety Policies	Rodney Goode
School Attendance Zones	Cynthia Sartor
School Board Meeting Dates	Sherri Horton
School Board Meetings (Requests to Appear)	Kenny Blackwood
School Board Information	Kenny Blackwood
School Closings (Weather)	Sherri Horton
School News	Sherri Horton
School Report Cards	Sherri Horton
School Volunteers	Sherri Horton
Senior Citizens Passes	Sherri Horton
Student/Staff Recognitions	Sherri Horton
Special Education	Cynthia James

Staff Development	Susan Little
Student Medication	Sharon Brown (279-6204)
Student Transfers	Rodney Goode
Summer Schools	Susan Little
Suspension Appeals	Rodney Goode
Teacher Evaluation	Rodney Goode
Technology Infrastructure/Operations	Donnie Elder
Testing	Cynthia James
Transportation	Pat O'Brien (279-6770)
Tuition (Non-Residents)	Rodney Goode
Vendor/Sales Contact	Traci Swaney
Career & Technology Programs	Susan Little

# Employee Benefits and Services

## **SALARY DEDUCTIONS**

The following payroll deductions are required by federal and state law:

- Social Security
- State and Federal Income Taxes
- State Retirement

The following additional payroll deductions are allowed by law and are approved by the school board:

- Extended family benefits for health and dental insurance
- Tax-sheltered annuity plans that meet Board-established criteria
- Employee credit unions
- Deductions for state-authorized group survivor monthly income insurance program, term life insurance, and deferred compensation

Payroll deductions for charitable organizations exempt under 501(c) (3) of the Internal Revenue Service Code must be approved on an individual basis by the superintendent or his designee.

The Board will consider deductions for charitable organizations only after each organization submits evidence that it has a current 501 (c) (3) classification with the Internal Revenue Service.

The district will not make any deduction for any organization which is chartered by Section 501 (c) (4) (5) or (6) of Title 26 U. S. Code. The district will not make any deduction for any organization which has a parent or subsidiary organization which fails to meet the requirements herein.

The district will not make any deduction if the proceeds of the deduction would be for the benefit of a labor organization.

The Board allows deductions only with the written approval of the employee.

## **DIRECT DEPOSIT**

All instructional and administrative personnel are encouraged to have their payroll checks deposited directly to their personal checking or savings accounts. Please contact the payroll coordinator to initiate this service.

## **INSURANCE**

The State of South Carolina provides a complete affordable medical insurance plan to its eligible employees and their dependents, plus limited life and long-term disability benefits for employees. This plan includes school district employees. Please refer to the appropriate medical handbook.

## **DEPENDENTS**

The spouse and/or all children up to age 26 constitute dependents. Beginning January 1, 2011, children younger than 26 will be eligible for coverage on their parents' insurance regardless of student status, residency, financial dependency, or marital status.\*

The child is also eligible, regardless of employment status, as long as he/she is not eligible for employer-sponsored group health coverage.

Mentally or physically handicapped children who are dependent upon the covered employee are covered, regardless of age, as long as the child is incapacitated and covered under the health plan prior to the date of incapacitation.

\* Public Benefit Authority (PEBA) does not cover maternity benefits for children of subscribers regardless of age or marital status.

## **WHEN INSURANCE BEGINS**

Employees and their dependents will be covered on the first day of the month coincident with or following the date of employment, provided an appropriate notice of election is filed and necessary payroll deductions are authorized within 31 days of the date of employment. For any employee hired on the first working day of a month, coverage will begin on that day provided the employee is actively at work. "Actively at work" means performing the regular duties of employment on a full-time basis. If the employee is not actively at work on the date he would otherwise become eligible, coverage will begin on the first day of the calendar month coinciding with or following the day he returns to work. However, for Disability Insurance, one must not have been disabled by injury or sickness for two weeks before becoming insured.

## **CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA)**

The United States Congress passed a law that pertains to continuation of group insurance coverage for you and your dependents after you are no longer eligible for coverage under state plans. The law is known as the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA pertains to the State of South Carolina for Health Insurance.

## **ELIGIBILITY FOR AND PERIOD OF CONTINUATION OF HEALTH COVERAGE**

COBRA requires that employers let the following people continue their health coverage, after they would not be eligible for it, for a period\* of up to 18 or 36 months, depending on the circumstances.

18 months for employee\* who:

- Leaves employment
- Transfers
- Retires
- Has a reduction of hours

36 months for employee\* when a qualified event occurs, such as:

- Spouse covered through Public Benefit Authority (PEBA) divorces the covered spouse.
- Spouse covered through Public Benefit Authority (PEBA) legally separates from the covered employee.
- Dependent child covered through Public Benefit Authority (PEBA) stops being an eligible dependent.

\* Including any family members who lose coverage for the same reason.

### **APPLICATION FOR CONTINUATION OF COVERAGE**

The employer is responsible for getting the proper form to an employee so the employee can apply for continuation of coverage. This form is called a COBRA application.

The employee or eligible dependents are responsible for letting an employer know within 60 days that a situation has occurred. Then the employer can get the COBRA application to the employee or dependents.

The employee or dependents must complete the application form and mail to Public Benefit Authority (PEBA) along with check for first month's premium no later than 60 days from the following: (1) the date health coverage ends, or (2) the date one receives notice of the right to apply for continuation of coverage, whichever is later. However, if a person does not give the required notice of a divorce or change in a dependent child's status, the election period will not be extended beyond 60 days after the date coverage ends.

It is acceptable to file only one COBRA application for continuation of coverage for the entire family who is losing coverage. The same COBRA application applies to all other family members who are losing coverage for the same reason. For example, a COBRA application by a widow for continued coverage also applies to all eligible dependent children.

During an 18-month continuation of coverage period, some spouses and dependent children may have another situation occur to them. They will be entitled to continuation of coverage for an overall total of up to 36 months. The Employee Insurance Program should be notified within 60 days that a situation has occurred.

### **ADDITIONAL INFORMATION ABOUT CONTINUATION OF COVERAGE**

If an employee wants additional information about continuation of coverage or transferring to another district or state agency, contact the personnel office or Public Employee Benefit Authority (PEBA) of the State Budget and Control Board.

### **NON-TRANSFER ACADEMIC EMPLOYEES**

Employees that complete the academic year and resign, but are not transferring to another covered academic setting, must be terminated the first of the month following the last day worked. The benefits administrator must refund any premium collected to pay for summer months.



## **SOUTH CAROLINA RETIREMENT SYSTEM**

Permanent full-time or part-time employees of Spartanburg School District Three, with the exception of bus drivers (unless they are active members of the retirement system at the time of employment), are required by state law to become a member of the South Carolina Retirement System or Optional Retirement Plan (ORP). Members of the system are required to contribute 8.66% of their retirement wages.

South Carolina law provides a pre-retirement benefit for members of the South Carolina Retirement System. Upon the death of an active employee who has been contributing member of the Retirement System for at least one year, there will be paid to his/her beneficiary a death benefit equal to the annual compensation of the deceased member.

### **OPTIONAL BENEFITS PROGRAMS:**

- a. Short-Term Disability Income
- b. Life Insurance Plan for Employees
- c. Dependent Life Insurance
- d. Hospital Income and Accidental Death
- e. Cancer Insurance

### **S.C. OPTIONAL LIFE INSURANCE/SUPPLEMENTAL LIFE**

There is a term life insurance policy that also includes accidental death and dismemberment coverage for all full-time employees. You may select any amount of life insurance that is up to three times your annual salary, rounded down to the nearest \$10,000 increment.

### **DENTAL INSURANCE/DENTAL PLUS**

A basic dental policy is offered by the State with no premium cost for the employee only. For additional premium, coverage is available for spouse, children, and/or full family. The Dental Plus plan is available as long as you are enrolled in the basic dental but the employee is responsible for premiums associated with the Dental Plus plan.

### **VISION INSURANCE (EYEMED)**

The State Vision Plan is available to eligible active employees, retirees, survivors, permanent, part-time teachers and COBRA subscribers and their covered family members. Subscribers pay the premium without an employer contribution.

### **MONEY PLUS**

District Three participates in the state-sponsored flexible benefit plan called "Money Plus." This is an IRS-approved plan whereby an employee may elect to have the State medical, dental and vision insurance premiums and also a portion of the optional life insurance premium (premium for the first 50K of insurance coverage) that are deducted from his/her pay be treated as tax exempt for Social Security, federal, and state income taxes. Also available for the savings are "Dependent Care" expenses and non-reimbursed medical expenses which can be deducted from pay before taxes, then reimbursed when the expenses are incurred. Enrollment for Money Plus is the month of October for January 1–December 31. No changes can be made after enrollment, with the exception of certain changes in family status. For more information, contact the benefits/payroll department.

## **SOUTH CAROLINA WORKERS' COMPENSATION INSURANCE**

The Board of Trustees of Spartanburg School District Three provides workers' compensation insurance for all employees, professional and non-professional. The South Carolina Workers' Compensation Law was designed *"to provide for an employee, who is physically hurt while at work because of his work, medical care which will bring about if possible, an early and complete recovery of the injury; and a payment of compensation to the injured employee for a large percentage of wages lost during the period of disability, or in case of death, certain compensation for the deceased employee's dependents."* If desired, additional information concerning the protection offered by the district's workers' compensation provider may be secured from the chief finance officer.

When an employee is absent from work as a result of accidental injury arising out of and in the course of his/her employment, available sick leave and annual leave and workers' compensation benefits can be coordinated to the extent that such leave and benefits are available.

District policy requires that every injured employee, or his/her representative, will immediately, on the occurrence of an accident or as soon thereafter as practicable, give or cause to be given to his/her principal or immediate supervisor and to the district chief finance officer a notice of the accident.

## **SALARY PAYMENT DATES**

Monthly payroll schedule employees are paid on the 25<sup>th</sup> of each month. In case the 25<sup>th</sup> falls on a weekend, paychecks will be issued on the working day closest to the 25<sup>th</sup>. Custodial staff, technology technicians, bus drivers, bus monitors, and security officers are paid on a bi-weekly schedule. Inquiries concerning benefits, salary, etc., must originate from the employee. Due to confidentiality, the personnel and payroll departments will provide information only to District Three employees.

## **TAX-SHELTERED ANNUITY PLAN**

"Tax-Sheltered" Annuity Plans offered by several companies have been approved by the District Three Board of Trustees. Information about these plans may be secured from a representative of any one of these companies. A list of these plans may be secured from the payroll office. All employee elected contributions are payroll deductible.

## **CHANGES IN ANNUITIES**

Questions concerning changes in annuities should be directed to the relevant company agent. The district only provides payroll deductions as a service to our employees.

# **General Personnel Information**

## **EQUAL OPPORTUNITY EMPLOYMENT**

The district policies and practices regarding equal opportunity employment apply to all phases of personnel administration. These include recruitment, recruitment advertising, testing, hiring, training, promotion, transfer, leave, rates of pay, selection for supervisory positions and employment benefits programs.

The district will send, as needed, diverse recruiting representatives to schools with accredited teacher education programs for interviews of prospective applicants. The representative will maintain a written record reflecting the ethnicity and gender of total applicants requesting interviews and those interviewed.

The district will inform all employees, employment agencies, labor organizations, and advertising agencies with whom this school district deals, of its Affirmative Action program. The district will distribute information explaining how a person becomes an applicant for a position.

School and/or district staff will review all employment and interview those persons selected for further consideration. The assistant superintendent of personnel will then refer recommended candidates to the superintendent for further employment consideration.

Following Board authorization, the superintendent will extend an offer of employment.

Any unsuccessful applicant for employment having reason to believe that he/she was not a successful applicant because of some discriminatory reason may have his/her grievance heard according to the procedure set forth in Section 59-19-510 et seq, Code of Laws of South Carolina (1976).

The district is an equal opportunity employer. The district will recruit, hire, train, promote and make other employment decisions on the basis of individual merit and without discrimination because of race, religion, color, disability, sex, age, religion or national origin as required by applicable state and federal laws.

The district will make reasonable accommodations for a disabled individual who is otherwise qualified for a position unless the accommodation would impose an undue hardship upon the district.

## **PERSONNEL GOALS AND OBJECTIVES**

All departments of the school district exist to help the development of students. The excellence of all certified and support personnel will determine the success of our educational programs.

Therefore, the policy of the Board is to seek and to retain the highest qualified personnel for all positions.

The Board will establish personnel policies that enable each staff member to make his/her maximum contribution to the school district.

## **PERSONNEL FILES**

### **Maintenance of Personnel Files**

The superintendent will ensure that a personnel file on each employee is maintained in the district office.

The personnel file may include any of the following records:

- Evaluation reports by the administration
- Teaching credentials
- Health certificates
- Transcripts
- Pre-employment references
- Application records
- Commendations for, or complaints against, the employee
- Written suggestions for corrections and improvements made by the administration
- Signed acknowledgment of the drug- and alcohol-free policy and Hepatitis B vaccine authorization
- All other records deemed necessary

### **Personnel File Evaluations or Complaints**

No evaluation or complaint may be placed in a personnel file unless:

- The comment is signed and dated by the person making the evaluation or complaint.
- The employee has an opportunity to see the evaluation or complaint prior to placement in the employee's personnel file.
- The employee has an opportunity to include a rebuttal or explanation to accompany the evaluation or complaint in his/her personnel file.

### **Access to a 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:

- Those school officials involved in the supervision or evaluation process of the individual.
- Legal counsel of the school district.
- The Board, 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 except under the following circumstances:

- When the employee gives written consent to the release of his/her records. (The written consent must specify the records to be released and to whom they are to be released. Each

request for consent must be handled separately; blanket permission for release of information will not be accepted.)

- When lawfully subpoenaed or by court order.

### **Responsibility for the Personnel Files**

The superintendent will have the overall responsibility for maintaining and preserving the confidentiality of employees' personnel files. He may, however, designate another school official to perform these duties for him.

The superintendent or his designee is responsible for granting or denying access to records on the basis of Board policies.

### **PERSONNEL RECORDS**

- List of addresses and telephone numbers of teachers will not be directory information; therefore, the district will not make that information available to the public.
- Teachers will promptly inform their school principal and the district personnel officer of any change of address or telephone number.

### **CHANGES IN PERSONAL INFORMATION**

Each employee must report any change in name, address, or phone number to the benefits/payroll office. When a name change occurs, a new Social Security card is required listing your new name before any changes can be made. Information must be changed on all insurance and retirement forms; therefore, you must report in person to the district office. Any state insurance or retirement problems resulting from a failure to maintain current personnel data is the responsibility of the employee.

### **PERSONNEL INFORMATION FOR PAYROLL PURPOSES**

The district keeps information and documents collected by the district to handle an employee's payroll account in a file separate from records noted above. The district limits access to this information to those persons involved in the payroll process and the employee.

### **REQUIRED IMMIGRATION FORM**

The Immigration Reform and Control Act of 1986 prohibits employers from hiring aliens not legally eligible to work in the United States. The district will comply with the provisions of the Immigration and Naturalization Service (INS) regulations under the Act by requiring employees of the district to complete an INS Form I-9. The district participates in E-Verify. Federal law requires all employers to verify the identity and employment eligibility of all persons hired to work in the United States.

All employees hired on or after June 1, 1987, must complete the form no later than three business days following their first working day. If an individual is unable to provide the required document or documents to complete the Form I-9 within the three-day period, the individual must present a receipt for the application of the document or documents within three days of the hire and present the required document or documents within 21 days of the hire.

The district requires three days notice prior to inspection of the Form 1-9 by an authorized service officer. The district will retain the Form I-9 for three years after the date of hire or one year after the date of the individual's employment is terminated, whichever is later.

## **PERSONNEL HEALTH EXAMINATIONS**

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

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

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

If the district has questions or concerns regarding the physical or mental capability of an employee, the district may require an appropriate health examination.

## **PERSONNEL LEAVE AND ABSENCES**

### **Personnel 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 active service. This will provide 12 days for nine months (190 days), 13 days for 10 months (200 days), 14 days for 11 months (220 days) and 15 days for 12 months (240 days). An employee may accumulate up to 90 days of sick leave that is accrued provided that such employee does not violate his/her respective contract.

For the purposes of this policy, a full-time employee will mean any person employed in a position for which certification is required by the South Carolina State Department of Education or a person who has been employed in the school district for five months and works at least 30 hours per week.

### **Use of Sick Leave for Absences**

#### **Class I Absences**

Leave for which there may be no loss in salary, or a cost of substitute or one-half salary.

- Temporary disability caused, or contributed to, by any personal illness or injury including pregnancy and childbirth.
- Illness in the immediate family (a maximum of eight days). Immediate family in this provision will mean a mother, father, husband, wife, daughter, son, brother, sister or any other person living in the home who is dependent on the employee for care.
- Death in the immediate family (a maximum of three days). Immediate family in this section will mean mother, father, husband, wife, daughter, son, sister, brother, grandmother,

grandfather, aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law, niece or nephew.

Employees with a maximum accumulation of thirty days of temporary disability sick leave will be eligible for three personal leave days. Employees with a maximum accumulation of 60 days of temporary disability sick leave will be eligible for four personal leave days. Employees with a maximum accumulation of 90 days of temporary disability sick leave will be eligible for five personal leave days. Personal leave will be based on sick leave balances on June 30<sup>th</sup> annually. Personal leave days may not be carried forward between fiscal years.

In accordance with the Class III policies below, personal leave will not be authorized for the last day before holidays officially begin or on the first day after holidays officially end, during the first two weeks, or the last two weeks, of a school semester or during staff in-service. Use of temporary sick leave for any reason other than personal illness/disability automatically constitutes a waiver of intent to claim these same days for temporary disability sick leave (see 59-1-400 Attorney General's Opinion, 1975-76 No. 4480). If an employee is absent due to one of the reasons listed as Class I, there will be no salary deductions until all cumulative days have been taken (except not more than eight days per year can be used for reasons other than personal illness without prior approval by the superintendent).

### **Class II Absences**

When personal business days have already been used, the district will deduct the daily cost of a substitute or an amount not to exceed one-half day's pay, whichever is less, from the employee's daily salary for the first three days when he/she is absent for the following reasons:

- Wedding in the immediate family
- Death of relatives not mentioned in Class I
- Other causes approved by the superintendent

Should a Class II absence extend beyond three days, the district will deduct the full daily salary for each day missed.

### **Class III Absences**

Class III absences are those absences that are not approved by Board policy or the administration. In addition to full daily salary deduction for each such absence, the administration may initiate disciplinary action. The district will deduct full daily salary for each absence if an employee is absent for one of the following:

- Personal business (other than the days granted; note exception under Class I, last paragraph)
- Taking leave immediately before holidays have officially begun, or immediately after holidays have officially ended, during the first or last two weeks of a school semester, or during staff in-service
- Other causes which in the opinion of the superintendent are not legitimate

Principals/Supervisors should discuss requests for Class III absences with the superintendent prior to such an absence. The district reserves the right to require documentation or justification of absences in Class I, II or III. To obtain superintendent approval for exception to any aspect of this leave policy, the employee must state the reason for the request in writing and obtain written approval from his/her immediate supervisor and the assistant superintendent for personnel services prior to submitting the request to the superintendent.

When the employee makes a request in writing, the superintendent may grant an employee leave without pay for personal illness following the exhaustion of all accrued sick leave. Leave with and without pay will not extend beyond the immediate school year.

The district will assign an employee who returns to work the same or similar duties that he/she performed prior to going on leave, if such assignment is in the best interest of the district. If the administration does not consider it to be in the best interest of the district to assign the employee to the position he/she had prior to going on leave or to a similar position, the district will offer the employee a position for which he/she is qualified. The district will place the employee on the payroll at his/her pre-leave salary status.

#### **Transfer of Sick Leave**

An employee of a South Carolina state agency transferring to the district or an employee transferring from another school district may transfer to and retain all sick leave he/she accumulated at his/her former place of employment.

#### **Family and Medical Leave Act**

The Board will provide leave to eligible employees consistent with the Family and Medical Leave Act of 1993 (FMLA). Eligible employees are entitled to up to 12 work weeks of unpaid family and medical leave in any 12-month period. The district will continue to pay the district's share of the employee's health benefits during the leave. In addition, the district will restore the employee to the same or a similar position after the termination of the leave in accordance with Board policy.

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

#### **Annual Leave**

An employee with a maximum accumulation of 90 days temporary disability sick leave (excluding the current year's allocation of advanced leave) and 20 years public school experience will be granted annual leave at the rate of one day of leave per month cumulative to a maximum of 45 days. The following guidelines will be used for the various employment periods.

- 9 months - Persons employed up to and including 190 days annually will receive 9 days of leave each year.
- 10 months - Persons employed more than 190 days and up to and including 205 days annually will receive 10 days of leave each year.
- 11 months - Persons employed more than 205 days and up to and including 226 days annually will receive 11 days of leave each year.



12 months - Persons employed more than 226 days and up to and including 247 days or more will receive 12 days of leave each year.

Annual leave days are in addition to the temporary disability sick leave of one and one-fourth days of leave per month. An employee may take annual leave days with no deduction in salary at the discretion of the employee providing the employee receives the consent of his/her supervisor. In accordance with Class III, the district will not authorize cumulative annual leave for the last day before holidays officially begin or on the first day after holidays officially end; during the first two weeks or the last two weeks of a school semester; or during staff in-service. The district will not grant annual leave in excess of five consecutive days for reasons other than personal illness more often than once in each three-year period. Any employee who leaves the district after completing five or more consecutive years of service in Spartanburg School District Three will receive full pay for each day of accumulated annual leave up to 45 days.

### **Emergency Leave**

For emergencies and unusual situations not covered by the leave policies of the district, an employee may request the superintendent's authorization for use of sick leave days. The employee must submit the request in writing through the principal or supervisor to the superintendent.

### **Legal Absence**

The district will grant employees leave without loss of pay when they are summoned for jury duty or subpoenaed. If an employee must appear in court for any reason other than the above, the district will deduct substitute pay from his/her salary. Whenever a prospective juror is dismissed before the end of the working day, he/she will return to his/her official duties.

When selected for jury duty, teachers, certified personnel at the building level, or bus drivers should request a postponement to a date that does not conflict with the school term.

### **Maternity/Paternity Leave**

A pregnant employee is eligible for extended illness leave. While on leave, she may receive pay for accumulated sick leave as provided herein.

### **District Responsibility**

The district will grant maternity leave, normally not to exceed 12 work weeks, to all employees. The principal and superintendent will be responsible for determining, in consultation with the employee and upon advice she has received from her physician, how far into pregnancy she may continue to work before going on leave. Her return to work should be within a reasonable length of time, depending upon the advice of her physician. Leave may be extended by the Board of Trustees, through the superintendent as the Board's designee, based on medical certification. Reinstatement to a **similar** district position must be made upon the employee's return to work unless the employee is dismissed or her contract is not renewed for reasons other than pregnancy.

### **Employee's Responsibility**

The employee will apply in writing to the superintendent for leave as soon as the pregnancy is known. She is obligated to return to duty within or at the end of the time determined appropriate.

If she finds she will not return to work, she should notify the superintendent immediately. Failure to report at the expiration of a leave of absence, unless an extension has been granted, may be considered a resignation.

### **Maternity Leave - Accumulated Sick Leave**

Any maternity disability for a period of more than 12 consecutive days will require a statement signed by a licensed physician identifying the nature and the expected duration of the illness requiring absence from school. The employee will notify the principal as to the expected duration of maternity leave.

An employee is expected to return to work as soon as the physician certifies that she may return to a normal work schedule. When returning, the employee must present the doctor's statement certifying that she may return to work.

Accumulated sick leave (sick leave with pay) will be used as long as sick days are available. Thereafter, the employee will lose pay for the length of remaining disability period. **The length of temporary disability will be determined by the certified physician in the physician's statement.** It may include days prior to the actual birth if necessary.

### **Military Leave**

Employees may take military leave without loss of pay or seniority for one or more periods not exceeding a total of 15 work days in one year. Saturdays, Sundays and state holidays may not be included in this 15 days unless the Saturday, Sunday or holiday is a regularly scheduled work day 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 members 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, he/she will be entitled to such leave of absence for a period not exceeding 30 additional days.

Employees must request their military training for a period when school is not in session.

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

### **Conferences/Training Workshops**

The Board believes that it is desirable to provide professional leave for teachers in order to attract and retain faculty who will continue to grow professionally and enhance their service to the district.

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

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

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

### **Termination**

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

An employee is subject to termination from employment 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 work days.

### **PERSONNEL GRIEVANCE PROCEDURES**

Any minority applicant who feels that he or she has not received fair and equal treatment in regard to employment decisions required to implement programs under the Education Improvement Act of 1984 may file a written complaint with the superintendent within 10 days of notification that the position has been filled. The written complaint will specify the position for which the employee applied and the manner in which the employee was treated unequally. The superintendent will conduct an investigation of the allegations of the complaint and will schedule a conference with the applicant within 15 working days of receipt of the complaint and will notify the applicant of his/her decision regarding the complaint within 10 working days of the conference. The superintendent's decision is final. The superintendent will notify the Board of any complaint filed and the disposition of such complaint.

The district will provide equal employment opportunities to all persons without regard to race, color, creed, sex, age, disability, or national origin. Minority educators will receive fair and equal

treatment under each program and each section of the Education Improvement Act of 1984 including, but not limited to, employment opportunities and selection for training programs. The district will make reasonable accommodations for a disabled individual who is otherwise qualified for a position unless the accommodation would impose an undue hardship upon the district.

Personnel recruitment and nominations are the responsibility of the superintendent. Principals and other supervisors will assist as needed.

The superintendent will make recommendations to the Board for employment. The superintendent will establish that all persons nominated for employment meet the qualifications set for the particular position.

The district will obtain a criminal record history check on all new teachers from the State Law Enforcement Division (S.L.E.D.) prior to their initial employment.

The Board will make the final decision regarding the employment of certified personnel.

The Board recognizes the necessity for a procedure providing prompt and effective means of resolving differences that may arise among employees and between employees and administrators. Such procedure shall be available to all employees of the Board irrespective of membership in any recognized professional organization.

A grievance shall be defined as follows:

... a disagreement involving the work situation in which an individual or group of individuals believes that an injustice has been done because of a lack of policy, a policy that is unfair, or deviation from, misapplication of, or interpretation of a policy or contract. The development of a new salary schedule is not a grievance.

The purpose of this procedure is to settle personnel grievances and complaints at a level as close as possible to their points of origin. Proceedings should be kept informal and confidential, whenever possible, with the objective of resolving the matter at the lowest possible administrative level.

It is important that grievances be settled as quickly as possible; therefore, there will be no extension of the prescribed time for moving through the grievance procedure except upon a compelling showing of good cause. All appeals for such an extension of time will be to the superintendent.

### **Level One**

Step 1 - Any employee having a grievance shall first orally review, or discuss such grievance, with his/her immediate supervisor.

Step 2 - If discussion at Step 1 does not resolve the matter to the satisfaction of the employee, such employee shall have the right to present the grievance in writing to the immediate

supervisor. This must be done within 10 days after completing Step 1 above. The written grievance shall 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 question. A copy of such grievance shall be filed with the superintendent. The employee shall have the right to include in the appeal a request for a hearing before the immediate supervisor. Such hearing shall be conducted within five working days after the immediate supervisor's receipt of such request, and the grieved employee shall be advised in writing of the time, place, and date of such hearing. The immediate supervisor shall take action on the grievance within five working days after the receipt thereof or, if a hearing is requested, within five working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant and the superintendent.

### **Level Two**

Step 1 - If the decision of the immediate 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 superintendent. Failure to file such appeal within five working days from the grievant's receipt of the written memorandum of the immediate supervisor's decision shall be deemed a waiver of the right to appeal. If in appealing to the superintendent, the grievant requests to be heard by the superintendent, a hearing shall be conducted by the superintendent within five working days after the receipt of the request.

The superintendent shall render a decision on the matter within five working days after the conclusion of said hearing. The decision and the reasons therefore shall be reduced to writing and copies sent to the grievant and the immediate supervisor.

### **Level Three**

Step 1 - If the action taken by the superintendent does not resolve the grievance to the satisfaction of the grievant, 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 questions to be presented to the Board. Failure to file such a request with the superintendent within five working days after receipt of the superintendent's decision on the grievance shall cause the decision of the superintendent to become the final judgment in the matter.

Upon receiving the grievant request to be heard by the Board, the superintendent will, at the next regularly scheduled meeting of the Board, present to the Board the grievant 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 shall be rendered within 45 calendar days of the Board's receipt of the request. If the Board decides to hear the matter, the grievant will be given written notice of the date, time, and place of such a hearing. Copies of the Board's decision shall be sent to the grievant, superintendent, and the immediate supervisor.

### **General Provisions**

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

- The grievant may be represented at levels one and two by a colleague or friend also employed by the district. At level three, the grievant may be 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 15 calendar days prior to the scheduled date of the hearing before the Board. Failure to give such notice will result in postponement of the hearing.
- No person shall be the object of administration reprisal, sanction, or penalty of any kind for either activating, or participating in, the grievance procedure.
- The procedure prescribed herein shall be adhered to in processing both student and employee complaints under Title IX of the Education Amendments of 1972 (sex discrimination).

### **PERSONNEL EVALUATION**

Supervisory personnel will be designated to evaluate the performance of every employee fairly for the purpose of improving the quality of all work performance and acknowledging exceptional performance of staff.

The superintendent will enforce the rules, regulations, and procedures necessary for conducting an efficient, effective program of employee performance evaluation.

The elements of the performance evaluation program are:

- Every employee is informed of the criteria by which his/her performance is evaluated.
- Every employee has the right to be informed of his/her performance evaluation.
- Every employee is informed of the procedures used to evaluate his/her performance.
- Every supervisor is trained in how to evaluate.

### **NON-SCHOOL EMPLOYMENT**

The Board prohibits employees from engaging in any employment that would impair their usefulness as employees in the district, would make time and/or energy demands upon the individuals which could interfere with their effectiveness in performing their regular assigned duties, would compromise or embarrass the school system, would adversely affect their employment status or professional personnel standing, or would in any way conflict with assigned duties.

Employees will not engage in any other employment, or in any private business, during the hours necessary to fulfill their assigned duties.

**Employees desiring to hold jobs in addition to those for which they are employed must submit a written request to the superintendent.** The superintendent will have a conference with the employee to determine if such additional employment will interfere with the individuals assigned duties in the district. The superintendent will send to the individual a written statement of approval or disapproval of such request. If an employee engages in other employment without the approval of the superintendent, the superintendent will consider the conduct as an act of gross insubordination and take appropriate corrective disciplinary action.

## **PERSONNEL RETIREMENT**

Any district employee who is a member of the South Carolina Retirement System prior to June 30, 2012, may retire with full benefits if the member has five or more years of earned service; reached the age of 60 or has 28 or more years of creditable service and separated from service. A member who has reached age 60 may retire with reduced benefits.

Any district employee with an effective date of membership in the South Carolina Retirement System after June 30, 2012, may retire with full benefits if the employee has eight or more years of earned service; reached the age of 60 or satisfied "the rule of 90" requirement (age plus service years equals 90) and separated from service.

The employee must notify the Board in writing of his/her intent to retire as soon as possible in their last year of service.

## **SOLICIATION OF FUNDS**

No organizations may solicit funds of staff members within the schools, nor may they distribute flyers or other materials related to fund drives through the schools, without the approval of the superintendent or his designee. Staff will not be made responsible, or assume responsibility for, the collection of any money or distribution of any fund drive literature within the schools without such activity having the superintendent's approval.

As a matter of policy, the Board expects such activities to be kept to a minimum. The superintendent will seek direction from the Board in instances where prior practice has set no policy as to a particular fund drive

## **POLITICAL OFFICES AND ACTIVITIES**

The Board recognizes that employees of the district have the same fundamental civic responsibilities and privileges as other citizens. These include campaigning for an elective public office or holding an elective or appointive public office to the extent that neither activity conflicts with the employee's duties in the school district.

The Board will determine whether campaigning for, and/or holding an elective/appointive office, is compatible with the duties assigned by the school district.

An employee who wishes to offer for an elective or an appointive position on a governing board or agency must verify in writing to the superintendent that such 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.).

The employee must notify his/her immediate supervisor in writing at the earliest possible moment. The notice must include the position sought and the employee's intentions as to the possibility of continued employment and the conditions of that employment.

The immediate supervisor and the employee will meet with the superintendent to discuss obvious and/or implied difficulties which might conflict with the public interest. The superintendent will

call this meeting and notify the employee as to the administration's recommendations in the matter.

The superintendent will report the data, along with his/her recommendation, to the Board at its next regular meeting. The Board will make the final decision as to whether the activities proposed by the employee are consistent with his/her services to the district and the best interests of education in the district.

In connection with his/her campaigning and/or holding public office, no employee will:

- Use school system facilities, equipment or supplies.
- Discuss his/her campaign with school personnel, children, or citizens during the work day.
- Use any time during the work day for campaigning purposes, either through his/her own activities or through the activities of a colleague.

### **STAFF ETHICS AND CONFLICT OF INTEREST**

No employee of the Board will engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the school system.

Employees will not engage in work of any type where information concerning customer, client, or employer originates from any information available to him/her through school sources.

A professional employee will not sell instructional supplies or equipment in the attendance area served by his/her school nor will he/she furnish the names of students or parents to anyone selling these materials.

Public school employees are under the jurisdiction of the "Ethical Conduct of Public Officials and Employees", Section 8-13-20, et seq. S.C. code and are subject to the rules of conduct of the statute. Such rules include the following:

- May not use their position or office for personal financial gain (Section 8-13-700)
- Must report the receipt of anything of value worth \$25 or more under certain circumstances (Section 8-13-710)
- May not receive compensation to influence action (Section 8-13-705)
- May not receive additional money as payment for advice or assistance given in the course of their employment (Section 8-13-720)
- May not receive anything of value for speaking before a public or private group if the employee is acting in an official capacity (Section 8-13-715)
- May not use government personnel, equipment, materials in an election campaign (Section 8-13-765)
- May not use or disclose confidential information gained in the course of their employment (Section 8-13-725)
- May not serve as a member or employee of a governmental regulatory commission that regulates any business with which they are associated (Section 8-13-730)



## **SEXUAL HARASSMENT POLICY**

### **Employee Rights and Responsibilities**

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

### **Definition of Sexual Harassment**

- Sexual harassment is defined in Policy GAMC, section I. B.
- Prohibited acts of sexual harassment may take a variety of forms ranging from subtle pressure for sexual activity to physical assault. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, verbal or otherwise expressive behaviors, or physical conduct commonly understood to be of a sexual nature, by a person of either sex against a person of the opposite or same sex.

Examples of the kinds of conduct included in the definition of sexual harassment include, but are not limited to:

- Threats or intimidation of sexual relations or sexual contact which is not freely or mutually agreeable to both parties.
- Continual or repeated verbal abuses including graphic commentaries, innuendoes, comments, jokes, or propositions of a sexual nature; unwelcome touching or interference with movement; the visual display of sexual derogatory cartoons, drawings, or posters; or sexual suggestive or insulting sounds, leering, whistling, or obscene gestures.
- Threats or insinuations that the person's employment, wages, promotional opportunities, work assignments, or other conditions of employment may be favorably or adversely affected by not submitting or by submitting to sexual advances.

### **Complaint Procedures**

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

The purpose of informal consultation is to clarify what constitutes sexual harassment, to provide guidance and information on administrative procedures, and to resolve cases of harassment. A request for informal consultation should be directed to either the immediate supervisor or the assistant superintendent for personnel services. The individual who receives the request for informal consultation must inform the complainant about the options available under this policy. Anyone else receiving a complaint should encourage the complainants to request an informal consultation or should notify one of the designated individuals directly.

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

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

Documentation that the informal consultation has taken place should be kept in a confidential file and should include a written statement from the complainant and/or notes taken by the consultant. Such notes should be reviewed by the complainant for accuracy. If the name of an accused is revealed during the informal consultation, the accused should be advised of the allegations and permitted to furnish a response.

After completing the informal consultation step, a complainant who wishes to file a formal complaint for investigation and possible action should do so with the individual who conducted the informal consultation, who will complete a sexual harassment complaint form and refer the matter to the assistant superintendent for personnel services or designee who will conduct an investigation. Once a formal complaint has been filed, it must proceed through all the steps in the Administrative Procedures for Sexual Harassment Complaints. No one should be precluded from filing an informal complaint at any time; or from pursuing a claim of sexual harassment with the Office of Civil Rights, U.S. Department of Education.

After a complaint is filed, it must be investigated.

The purpose of the investigation is to establish whether there is a reasonable basis for believing that the alleged violation of this policy has occurred. In conducting the investigation, the assistant superintendent for personnel services or designee will interview the complainant and the accused, and will normally interview other persons believed to have pertinent factual knowledge. While it may be necessary at times to reveal the name of the accused or the complainant, confidentiality will be maintained by all persons involved. Failure to maintain the confidentiality of the investigation could result in disciplinary action. The investigation will afford the accused a full opportunity to respond to the allegations. Within a reasonable period of time (normally 40 calendar days from the time the complaint was filed), the investigator will provide both the complainant and the accused with written notification that the investigation has been completed, that a written report has been sent to the immediate supervisor of the accused, and that they will be notified as to what further action, if any, will be taken.

After receiving a written report of the findings of the investigation from the assistant superintendent for personnel services, the principal/supervisor will initiate a consultation with the assistant superintendent for personnel services. Based upon the report and the consultation, the principal/supervisor will decide upon one of the following courses of action:

- Judgment that the allegations are not warranted
- Informal resolution as agreed upon by the parties
- Corrective and disciplinary action as described below
- Protection of complainant, witnesses, and others

At the time that the formal complaint is filed, the complainant will be informed fully by the individual who conducted the informal consultation and/or the assistant superintendent for personnel services of steps which the investigation will follow, including the projected timetable for completion of the process.

All reasonable action will be taken to assure that the complainant and those testifying on behalf of the complainant, or supporting the complainant in other ways, will suffer no retaliation as a result of their activities in regard to the process. Steps to avoid retaliation may include:

- Lateral transfers of one or more of the parties in an employee setting.
- Arrangements that employment evaluations concerning the complainant or others be made by an appropriate individual other than the accused. If in the judgment of the superintendent it is in the best interest of the district, the accused may be relieved of his/her duties during the investigation.

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

In the event the allegations are not substantiated, all reasonable steps will be taken to so advise those involved in the allegations and generally to restore the reputation of the accused if damaged by the proceeding.

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

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

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

### **Education of the School District Community**

Principals and supervisors will provide each of their staff and faculty with a copy of policy GAMC and make copies of the administrative procedures available. They will also conduct a review of policy GAMC and the administrative procedures for all staff to provide orientation on the nature of sexual harassment, how to identify it, and the appropriate actions to follow should they encounter sexual harassment.

Principals and supervisors will provide orientation for new staff and faculty near the beginning of their association with the district.

Near the beginning of each subsequent school year, principals and supervisors will provide for their staff and faculty a review of policy and these administrative procedures.

### **STAFF DEVELOPMENT OPPORTUNITIES**

The Board recognizes the importance of developing, maintaining, and extending the skills of all staff to provide a successful educational program for its students. Therefore, the Board will fund – to the extent allowed by the budget – approved staff development programs.

The Board expects all professional and support employees of the district to participate in in-service training required by the district or school.

The superintendent's designee will be responsible for developing staff development programs for personnel in schools and on a district-wide basis. The impact of staff development on the school calendar will be communicated to the public.

Within budgetary limitations and staff commitments to their jobs, the Board encourages staff to attend outside conferences and workshops.

### **CORPORAL PUNISHMENT**

Although S.C. Code of Laws 59-63-260 (1976) states: *The governing body of each school district may provide corporal punishment for any pupil that it deems just and proper*, it is the position of the administration in Spartanburg School District Three that **corporal punishment is not an option for discipline of students by any district employee including, but not limited to, teacher, assistant principal, or principal.**

### **STAFF CONDUCT WITH STUDENTS**

The relationship between staff members and students in the school district should be one of cooperation, understanding, and mutual respect. All employees have the responsibility to provide an atmosphere conducive to learning, which should be accomplished through effective individual and group discipline. All students and staff members will treat each other with respect.

All employees are expected to exercise good judgment and maintain professional boundaries when interacting with students, in all curricular and extracurricular activities, both on and off school property.

Differences and problems that arise between an employee and student are typically best worked out by conferences between these two persons or between the employee and parent/legal guardian of the student. However, employees and students should immediately report a violation or perceived violation of the district's nondiscrimination and anti-harassment policy regardless of whether a conference has been held.

### **HARASSMENT, INTIMIDATION, OR BULLYING**

Pursuant to the SC Safe School Climate Act, "harassment, intimidation, or bullying" means a gesture, an electronic communication, or a written, verbal, physical, or sexual act that is reasonably perceived to have the effect of (1) harming a student physically or emotionally or damaging a student's property, or placing a student in reasonable fear of personal harm or property damage, or (2) insulting or demeaning a student or group of students causing substantial disruption in, or substantial interference with, the orderly operation of the school. In this context, "school" means in a classroom, on school premises, on a school bus or other school-related vehicle, at an official school bus stop, at a school-sponsored activity or event whether or not it is held on the school premises, or at another function where the school is responsible for the child.

Any student who feels he/she has been subjected to harassment, intimidation, or bullying is encouraged to file a complaint in accordance with policy JICFAA. Complaints will be investigated promptly, thoroughly, and confidentially. All school employees are required to report alleged violations of this policy to the principal or his/her designee. Reports by students or employees may be made anonymously.

The district prohibits retaliation or reprisal in any form against a student or employee who has filed a complaint or report of harassment, intimidation, or bullying. The district also prohibits any person from falsely accusing another as a means of harassment, intimidation, or bullying.

The Board expects students to conduct themselves in an orderly, courteous, dignified, and respectful manner. Students and employees have a responsibility to know and respect the policies, rules, and regulations of the school and district. Any student or employee who is found to have engaged in the prohibited actions as outlined in this policy will be subject to disciplinary action, up to and including expulsion in the case of a student, or termination in the case of an employee. Individuals may also be referred to law enforcement officials. The district will take all other appropriate steps to correct or rectify the situation.

### **ASSAULTS UPON EMPLOYEES**

The district strives to provide a safe work place for its employees. Assaults and threats against the person or property of district employees by students will be handled promptly by administrative action and referred to appropriate law enforcement agencies for action as needed.

Employees assaulted or threatened with assault shall immediately report the incident to appropriate administrative officials and follow that report with a written summary of the incident. Pertinent administrative action will be taken and a written report made to the district superintendent.

Employees who are victim of assaults may receive compensation under the South Carolina Workers' Compensation Fund. In no event shall a district employee who is a victim of assault which occurs during the course of employment sustain a loss of salary when such employee is unable temporarily to perform his duties as a result of such assault.

Nothing contained herein or elsewhere in policy statements of the district shall be construed to limit the right of any district employee to protect him/her or others against assaults occurring during the course of employment.

#### **ARREST OF AN EMPLOYEE**

Should any employee be arrested, he/she must immediately notify the superintendent, or designee, of the arrest and keep the administration aware of the continued status of the case against him/her. The Board delegates specific authority to the superintendent to take appropriate employment action with regard to an employee who has been arrested.

#### **STAFF PROTECTION**

In the event that an employee of the district is prosecuted in any civil or criminal action or special proceeding in any state or federal court by reason of any act done or omitted in good faith in the course of employment, the district shall provide counsel to any employee arrested or threatened with arrest for any acts done in good faith in the course of employment.

#### **CERTIFICATION OF HEALTH**

The district will require the employee to provide certification from a health care provider containing specific information required under the law if he/she requests a medical leave. **If there is a question concerning the validity of such certification, additional opinions will be required at the expense of the district.**

Upon an employee's return to work, the district will require the employee to present a fitness statement from the employee's health care provider certifying the employee is able to return to work and perform the assigned duties.

#### **OSHA STANDARDS - EMPLOYEE RESPONSIBILITY**

To minimize or eliminate employee accidents and exposure to chemical and biological hazards, Spartanburg School District Three has established policies and procedures to assure compliance with specific OSHA-regulated standards. These standards include Hazard Communication "Right to Know", Bloodborne Pathogens, Occupational Exposure to Hazardous Chemicals in Laboratories, Employee Access Rights to Medical Records, Employee Emergency Action Plans and Fire Prevention Plans, and Machinery Lock-out/Tag-out Procedures.

Each employee of District Three is responsible for adhering to the policies and procedures regarding these standards. Principals and supervisors shall institute procedures to assure compliance with all district policies and procedures. It is the responsibility of all employees to attend the required educational training sessions concerning these regulations as designated.

## **CODE OF DRESS**

The district expects its employees to use good judgement and to be dressed and groomed in accordance with accepted professional standards for their particular positions and duties. Appearance has a positive effect on student achievement and behavior, and influences a student's perception of his/her teachers and other school district employees. Appropriate employee dress communicates to students, parents/legal guardians, and the public a sense of pride and respect and the seriousness of education professionals. The Board authorizes and expects principals to provide guidance to their staff on appearance and conduct (Policy GBEBA and Administrative Rule GBEBA-R).

## **SPARTANBURG SCHOOL DISTRICT THREE USER GUIDELINES**

All users of the Spartanburg School District Three system will abide by the following rules of conduct established by the school district.

- Use the system and any device issued to my custodial care only for District Three approved purposes.
- Maintain the confidentiality of District Three confidential information on this system and device.
- Avoid the introduction or use of offensive subject matter or language on this system.
- Expect my use to be monitored by District Three at any time.
- Be responsible for this device and keep it in good working order.
- Contact my location's technology representative to initiate a work order if this device requires maintenance or repair.
- Be held accountable for the replacement of a lost, stolen, or damaged device in cases of abuse or neglect as defined and determined by the district administration.
- Return any device issued to my custodial care to the district technology department or its representative if my employment ends with Spartanburg School District Three for any reason, or upon request of the district administration.

## **USE OF TOBACCO PRODUCTS**

The district does not permit the use of any tobacco products in any of its indoor facilities, nor on any other part of school campuses or district property including, but not limited to, schools, district offices, stadiums, gymnasiums, etc. The restriction applies to employees and non-employees. Employees will also not use tobacco anywhere while on duty and/or in the presence of students.

The administration will ensure that signs prohibiting tobacco use are conspicuously displayed. The principal/supervisor of each facility is responsible for the display of these signs and the enforcement of this policy.

The district will make educational materials and/or referral networks related to the harmful effects of tobacco use or cessation products available to all employees as appropriate.

Violation of this policy will lead to disciplinary actions that include, but are not limited to, verbal or written reprimand, suspension, or termination.

This policy complies with Public Law 103-227, the "Pro-Children Act of 1994."

## **DRUG-FREE WORKPLACE**

Spartanburg School District Three will comply with the following policy on substance abuse as mandated by law. This policy applies to all employees of the district and in compliance with statutory requirements will ensure the following:

- The unlawful manufacture, distribution, dispensing, possession, or use of illegal drugs or alcohol is prohibited.
- Any employee who is found to be under the influence of a controlled substance or alcohol will be immediately suspended pending appropriate disciplinary action.
- The unlawful use, possession, or sale of a controlled substance or alcohol is grounds for immediate suspension, termination and/or referral for prosecution.

The assistant superintendent for personnel services will work with the drug-free schools coordinator to obtain, and make available to all employees, information concerning the dangers of substance abuse.

The assistant superintendent for personnel services and drug-free schools coordinator will notify all employees of the names and addresses of area drug counseling and rehabilitation programs.

The superintendent may revoke a suspension for substance abuse if the employee submits written proof that he/she has arranged to receive professional help for substance abuse by enrolling in a rehabilitation program. The district will, at the discretion of the superintendent, allow employees to use sick leave, or other available leave, during an absence for rehabilitation.



# Teacher Personnel Information

## **PROFESSIONAL PERSONNEL RECRUITMENT AND HIRING**

### **Recruitment of Professional Personnel**

The district will maintain an effective recruitment program designed to attract, secure and maintain the highest qualified persons for all positions. The district will base the program on the identification of candidates who will dedicate themselves to the welfare and education of our pupils.

The district is committed to providing an educational experience enhanced by the professional contributions of different races, creeds, sexes and ethnic backgrounds. Therefore, the district seeks minority applicants in accordance with its policy pertaining to equal opportunity employment.

In consultation with the superintendent, the assistant superintendent for personnel services will analyze each job vacancy prior to initiating the recruitment process. He will perform this analysis in order to determine which recruitment strategies will be the most effective for the specific job vacancy. Strategies may include:

- Advertisement in local, regional, and state newspapers
- Advertisement in professional publications
- Advertisement with college and university placement services
- Interviews with students enrolled in teacher education programs
- Internal and external searches
- Inquiries and referrals
- Professional contacts with community organizations
- Publications and pamphlets
- Special activities and events for prospective applicants
- Audio-visual packages

Except in extreme emergencies, the administration will advertise all job vacancies within the district.

The superintendent and/or his/her designee will write and publish the job vacancy announcement/advertisement within the confines of the district's recruitment and/or employment policies and procedures.

The context of the job vacancy announcement/advertisement will be based primarily on the actual job description and/or criteria to be used in selecting the most qualified person for the position. The announcement/advertisement may also include such information as: job title, major job responsibilities, location of the district, how to apply for the position, minimum qualifications and deadline for receiving applications.

The superintendent or his/her designee will notify each individual who submitted an online application after the deadline that he/she will not be considered for the position. The district will accept applications postmarked on the date of the deadline.

### **Application Process**

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

- Online application form
- South Carolina teaching credential
- College transcripts (undergraduate and graduate, if applicable)
- Three professional references

The district does not consider the individual's application file complete until the district office has received these documents.

Generally, the district will request that the applicant submit a health verification form only if he/she is chosen for the position. At the time of initial employment, each employee must submit the health verification form.

In addition, the district requires that the employee submit at the time of employment all required personal information, data and documentation to the school district office.

### **Selection of Professional Personnel**

The superintendent and/or his/her designee will review all applications for professional job vacancies and will perform the initial screening.

The superintendent has the authority to make the decision as to when and/or how structured interview techniques may be used, to determine who will conduct the interview, and who may assist/participate in the interview process. In making the decision, the superintendent may consider such factors as the level and/or impact of the position; areas of responsibility; and the relationship of the position to other positions on the organizational chart.

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

If so directed by the superintendent, the principal/director will continue the screening process. The steps will include verification and evaluation of references and credentials (The applicant's "credentials" are defined as college or university transcripts, teaching credentials, professional experience, health certificates, or professional examination scores, etc.).

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

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

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

Once the applicant is approved by the Board, the superintendent will offer him/her the position. The superintendent will present such recommendations to the Board at the regular monthly meeting.

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

The principal will notify the remaining applicants that the position has been filled. The principal will take this step only after the candidate has accepted the offer of employment and the district has received the required background data.

#### **PROFESSIONAL PERSONNEL POSITIONS**

The Board, on the recommendation of the superintendent, will classify and authorize positions for certified personnel which are necessary for the operation of the district's educational program and related services.

In each case, the Board will approve the broad purpose and function of the position as recommended by the superintendent. The superintendent will be responsible for writing, or causing to be written, a job description covering qualifications, duties and other details pertaining to the position.

The superintendent will maintain job descriptions for all certified positions in the school system.

#### **PROFESSIONAL PERSONNEL QUALIFICATIONS AND DUTIES**

The Board's primary concern in recruiting professional personnel is the employment of persons whose primary characteristic, professionally and personally, is excellence.

As a minimum requirement, each professional person will have in his possession, or will have completed before the assumption of professional duties, all technical certification requirements for the position in question. The only exceptions will be those exceptions granted by the accrediting agencies by which the schools of the district are assessed.

Basically, the district will consider for employment only those candidates who possess "professional" certificates or the highest classification as determined by the accrediting agencies.

Should the candidate not meet this requirement, the superintendent will inform the Board regarding the person involved and the reasons for the exception.

### **PROFESSIONAL PERSONNEL ETHICS**

The relationship between students and staff must be one of trust. Staff must not discuss the weaknesses and strengths of students in the presence of other students or adults – unless the adults have a legal privilege.

Staff may discuss students with others in an effort to resolve student problems but the discussions must be in confidence and must not include individuals who are not involved in the resolution of the program.

### **PROFESSIONAL PERSONNEL ASSIGNMENT**

The superintendent will assign instructional personnel on the basis of their qualifications, the needs of the district and written requests. When he/she cannot meet all three conditions, the superintendent will assign personnel first in accordance with needs of the district and its students; second, where the administration believes the employee is most qualified to serve; and third, as to expressed preference of employees in order of seniority in the district.

The superintendent will annually determine the professional staff to be assigned each school on or before August 1 of each year. The superintendent or his/her designee will notify each teacher of his/her tentative assignment for the following school year.

All personnel are employed by the district, not a particular school. Differences in expected enrollment and the actual enrollment, as well as other district needs, will sometimes result in re-assignments within the school year.

The superintendent is authorized to reassign personnel in the best interest of the district.

### **EXPERIENCE**

Effective September 1992, the state requires that a teacher must teach 152 days of the 190 days to be credited with a year of teaching experience. The 10 staff development/work days can be counted. The number of days worked is the responsibility of the teacher.

### **RENEWING AND ADVANCING TEACHING CERTIFICATES**

District Three has been given the approval by the State Board of Education to administer a re-certification process for our staff. We also have access to the State Department's personnel files for re-certification purposes only. To take advantage of this service, please follow these steps:

- For questions about a course category relative to recertification, contact the assistant superintendent for personnel services.
- Complete a form requesting re-certification so that approval can be sent to the State Department of Education.
- Keep all college transcripts updated with the district personnel office.

Except for persons holding the Permanent Professional Certificate, professional staff, regardless of age or degrees, must earn a minimum of six semester hours or 120 renewal credits as described in the State renewal credit matrix, during the five-year validity period of the certificate.

If a certified employee earns an advanced degree or completes a specified amount of graduate study, he/she may secure a new teaching credential which immediately reflects this change in his/ her educational attainment. For administrative purposes, the following rules and regulations apply:

- It is the sole responsibility of the certified employee to ensure that transcripts for credits are sent to the South Carolina Department of Education by the college **or** university where the credits are earned.
- If a certified employee completes the requirements between May 1 and September 14, his/her credential will be valid from July 1 of that calendar year.
- If a certified employee completes the requirements between September 15 and April 30, the credential will be valid from the actual date given by the South Carolina Department of Education. In either case, the application and certification should be filed with South Carolina Department of Education as soon as possible after the requirements are completed.
- Requests for a change in monthly payments because of advancing certification must be in the personnel office at least 30 days before the date of salary payments to be effective for that month.
- Teachers must request that the State Department of Education make changes on certificates. These changes include name, address, or class of certification.

### **ARRANGEMENTS FOR SUBSTITUTES**

Substitute teachers serve in the absence of regular teachers and may be employed when notified by a school principal/supervisor or his/her designee. To as great an extent as possible, substitute teachers should possess the training and experience to ensure that students will receive quality instruction when the regular teacher has to be absent.

The following minimum qualifications are required in order for an applicant to be submitted for approval by the district:

- A high school diploma or college degree from an accredited institution
- Statements from reliable references which attest to the acceptability of the candidate's character and dependability
- A willingness to be available for substitute work and to respond on short notice

The assistant superintendent of personnel services will ensure that there is a formal substitute program that includes selection, training, and evaluation of these employees.

## **PROFESSIONAL PERSONNEL TRANSFERS**

The basic consideration in the assignment of certified personnel in the schools is the continuation of the program and the effectiveness of the total educational program. It is, therefore, the policy of the district to assign instructional personnel to positions based on their qualifications, the needs of the district, and their expressed written requests.

When it is not possible to meet all three conditions, the administration assign personnel first in accordance with the needs of the school district; second, where the administration feels that the employee is best qualified to serve; and third, as to the expressed written preference of the employee.

The superintendent may make personnel transfers within the district on a voluntary or involuntary basis. The district will use the following procedure in making transfers:

### **Voluntary Transfer**

The employee who wants a transfer for the next academic year must discuss his/her desire with his/her principal (if in a school) or with his/her immediate supervisor (if at the district level).

- The employee must then write a letter of request to the superintendent or his/her designee no later than February 15 stating his/her reason for requesting transfer and giving the name of the school/position to which the transfer is desired.
- Upon receipt of the request, the assistant superintendent of personnel services will set a time for the person making the request to meet with the principal of the school to which the transfer is requested (if a vacancy for which he/she qualifies exists).
- Based upon the recommendation of the two principals (and/or other immediate supervisors involved), the assistant superintendent of personnel services will give written notice to the person requesting the transfer that the request has been either approved or disapproved. The employee must be recommended by the principal/director of the school to which he/she desires a transfer.

### **Involuntary Transfer**

If, in the opinion of the superintendent, an involuntary transfer be in the best interest of the district, the district will use the following procedure:

- The superintendent, or his/her designee, will discuss the need for the transfer with the principal (if in a school) or with the immediate supervisor (if at the district level).
- The superintendent, or his/her designee, will have a conference with the principal of the school to which transfer is being contemplated.
- The superintendent, or his/her designee, will then talk with the person to be transferred, giving reasons why the transfer is being made. Refusal to comply with the transfer will result in loss of employment for the following year.
- The administration will not use transfers as a disciplinary action.

## **PROFESSIONAL PERSONNEL COMPENSATION GUIDES AND CONTRACTS**

As permitted by the budget, the Board will attempt to pay its certified employees at a level that will attract and keep outstanding personnel.

The compensation of certified personnel will be based on the salary schedule approved by the State legislature and the Board. In Spartanburg County, all school districts have a uniform teacher salary schedule. The schedule takes into consideration the levels of professional training and years of service in the district.

The effective date for all salary changes as determined by the salary schedule, or by action of the Board, is July 1.

Upon recommendation of the superintendent, the Board awards contracts to professional personnel as required by state law. An exception is State Retirement System retirees who have returned to work.

The Board issues contracts to all certified staff on or before May 15 each year. Personnel must give written acceptance of their contracts to the superintendent within 10 working days. Failure to give such notification constitutes a contract rejection.

## **CERTIFIED PERSONNEL EVALUATION**

### **Assisting, Developing, and Evaluating Professional Teaching (ADEPT) System**

The district will use the ADEPT System to evaluate all licensed teachers employed under induction, annual, and continuing contracts. The district will base all evaluations on the ADEPT System Performance Standards. The district has developed plans and procedures for teacher evaluation based on the following components of ADEPT:

### **South Carolina Expanded ADEPT Support and Evaluation System**

South Carolina's Expanded ADEPT Support and Evaluation System, in compliance with the Elementary and Secondary Education Act (ESEA) Waiver awarded to the State of South Carolina in 2012, incorporated student growth measures into teacher evaluations in 2015-16 in the form of **Student Learning Objectives (SLOs)**. SLOs are teacher-driven, student-centered, data-informed, standards-based goals that measure an educator's impact on student learning growth within a given interval of instruction. Who Writes SLOs? Measuring student growth through Student Learning Objectives is appropriate for classroom-based teachers who have direct interaction with students. This includes certified teachers of core academic subjects, related subjects (e.g. physical education, career and technology education), and special education. The term classroom-based teacher does not include school counselors, library media specialist, and speech language therapists.

### **Induction Contract Teachers**

Teachers who possess a valid South Carolina teaching certificate and have less than one year of public school teaching experience may be employed under an induction contract. The district will develop or adopt an induction program to provide teachers with comprehensive guidance

and assistance throughout the school year. This program must contain criteria and/or requirements necessary for teachers to complete the induction contract year.

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. Induction teachers will be notified in writing by April 15 (or later if legislature stipulated) concerning their employment status for the next school year. Teachers who complete the induction contract year may, at the discretion of the school district, either be employed under an annual contract or be released from employment. Teachers who are released may seek employment in another school district at the annual contract level. No person may be employed as an induction teacher for more than three years.

### **Annual Contract Teachers**

Teachers who have successfully completed an induction year, or that transfer from a private or out-of-state school, may be employed under an annual contract. Full procedural rights under 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. However, annual contract teachers who are not re-employed do have the right to an informal hearing before the district superintendent, under the provisions of the S.C. Code Ann. 59-26-40 (2004).

Teachers employed under an annual contract must be evaluated or assisted with procedures developed or adopted by the local school district in accordance with the State Board of Education's ADEPT implementation guidelines. The district will use the ADEPT instrument (SAFE-T) to conduct formal evaluations.

Supervisors will notify annual contract teachers of the evaluation process and give them an orientation prior to evaluation. The supervisor will give the teacher a copy of the evaluation instrument. Two trained observers will evaluate the teacher for at least two complete class periods or lessons.

The criteria or requirements that must be met by teachers to complete successfully an annual contract year include satisfactory completion of the formal evaluation process, meeting all requirements for a professional South Carolina teaching certificate as specified by the State Board of Education and the demonstration of satisfactory teaching performance and professional conduct as determined by the evaluation team. Teachers may not be employed under an annual contract for more than four years in accordance with State Board of Education regulations.

An annual contract teacher who has met the formal evaluation criteria set by the State Board of Education, the requirements for annual contract teachers set by the local board of trustees, and the requirements established by the State Board of Education for the professional teaching certificate is eligible for employment at the continuing level contract level. At its discretion, the district may either employ the teacher under a continuing contract or terminate the teacher's employment. If employment is terminated, the teacher may seek employment in another school district. At the discretion of the next hiring district, the teacher may be employed at the annual or continuing contract level.



An annual contract teacher who, for the first time, fails to meet the formal evaluation criteria set by the State Board of Education or who fails to meet the requirements set by the local board of trustees may be eligible for employment under a diagnostic assistance annual contract. At its discretion, the district may either employ the teacher under a diagnostic assistance annual contract or terminate the teacher's employment. If employment is terminated, the teacher may seek employment in another school district at the annual contract level.

### **Teachers employed from out-of-state or from a non-public school setting**

A certified teacher from out-of-state or from a non-public school setting employed by the district is eligible for employment under an induction or annual contract, at the discretion of the district. At the annual contract level, teachers may receive either a diagnostic assistance year or a formal evaluation. Teachers must meet all requirements for the professional certificate, including successful completion of a full formal evaluation at the annual contract level (unless a final portion is waived under certain circumstances), before they are eligible to receive a continuing contract.

### **Continuing Contract Teachers**

Teachers who have met the formal evaluation criteria set by the State Board of Education, the requirements for annual contract teachers set by the local board of trustees, and the requirements established by the State Board of Education for the professional teaching certificate are eligible for employment at the continuing contract level. Teachers employed under continuing contracts have full procedural rights related to employment and dismissal as provided for in Article 3, Chapter 19, and Article 5, Chapter 25, of Title 59 of the 1976 Code of Laws.

The district will conduct formal or informal evaluations of continuing teachers. The district will evaluate all continuing contract teachers on a continuous basis. The principal or appropriate district office administrator will determine which continuing contract teachers will be evaluated under a formal process, through the SAFE-T instrument, and which teachers will be evaluated using an informal process of Goals-Based Evaluation (GBE), i.e. competency-based GBE or research and development GBE.

The district will notify every continuing contract teacher currently employed in the system of his/her placement on formal evaluation by April 15 annually. This written notice will include the reason the teacher will be evaluated formally as well as a description of the formal evaluation process.

Some examples of reasons why a continuing contract teacher may be placed on formal evaluation include, but are not limited to, any of the following:

- Concerns with classroom instruction
- Classroom management
- Interpersonal skills
- Treatment of students, parents/legal guardians or other staff members
- Insubordination
- Three or more requests by parents/legal guardians in a school year to remove their sons/daughters/wards from the teacher's class that have merit

- Written/oral communication skills
- Low student achievement without appropriate explanation

### **Evaluation appeals**

No teacher may grieve the results of his/her formal or informal evaluation. If, however, a teacher believes a procedural error occurred in the evaluation process, he/she may request that the assistant superintendent for personnel services review the matter. This request for a procedural review must be submitted in writing to the assistant superintendent for personnel services within five days of the teacher receiving his/her summative evaluation results. The decision of the assistant superintendent for personnel services is final.

### **Evaluation results and employment contract status**

Original evaluation results will be maintained in each employee's district personnel file. However, the principal or his/her designee will provide each teacher with a copy of his/her annual written evaluation results.

By April 15, or as modified by the state legislature, the district will inform each teacher, in writing, of his/her employment status for the next school year.

### **PROFESSIONAL PERSONNEL EXTRA DUTY**

The Board expects teachers to assume reasonable duties over and above their regular teaching responsibilities in order to provide students with the most comprehensive program possible.

Professional staff members will assist in the supervision of students as part of their regular duties. This includes, but is not necessarily limited to, grounds, bus, lunchroom, building, and field study supervision.

The Board encourages all teachers to attend after school functions of their respective schools and, when requested, to assist the principal/director.

The Board also requires teachers to attend the parent-teacher meetings of their respective schools.

The Board may consider activities and services that make major demands on a teacher's extra time as an extra duty assignment. The district may compensate such assignments in accordance with the Board's supplementary pay schedule.

### **LENGTH OF SCHOOL DAY FOR TEACHING PERSONNEL**

The South Carolina State Board of Education has established a minimum day of 7.5 hours for teaching personnel. This requirement covers one hour longer than the school day. Staff reporting and departing times are as set by the principal.

### **LENGTH OF SCHOOL YEAR**

South Carolina law requires a school year of 180 days for pupils and 190 days for teachers. A minimum of five days are to be used for staff development for teachers.

## **PROFESSIONAL PERSONNEL RESIGNATION**

Whenever professional personnel resign, the district will comply with the procedures specified under applicable state law.

## **PROFESSIONAL PERSONNEL TUTORING FOR PAY**

The Board does not permit teachers to receive money for tutoring any student in their classes or any student they may be called upon to evaluate or assign. The purpose of this policy is to assure all students reasonable assistance without charge from their own teachers, as well as to avoid placing teachers in a position where they may have a conflict of interest.

Teachers may not tutor any student for pay during their regular working hours or on school premises.

## **PROFESSIONAL PERSONNEL REDUCTION IN FORCE**

### **General Statement of Policy**

The Board's primary consideration is the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the school district. The Board recognizes that it may become necessary to eliminate certified staff positions in certain circumstances. Therefore, the Board has adopted the following policy to provide a fair and orderly process should such reductions in force become necessary.

### **Reasons for Elimination of Certified Staff Positions**

The Board has the sole and exclusive prerogative to eliminate certified staff positions consistent with the provisions of state statutes and laws. The Board may find it necessary to eliminate certified staff positions because of decreases in student enrollment, changes in curriculum, financial exigency, or other circumstances as determined by the Board.

### **Definitions (as used in this policy)**

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

### **Procedure**

Before it begins action to not renew teacher contracts under this procedure, the Board will consider its ability to eliminate positions and/or reduce staff by:

- Voluntary retirement
- Voluntary resignation
- Transfer of existing staff members

- Voluntary leaves of absence
- Salary reductions
- Part-time employment

In the event further reduction is required, the Board will adhere to the following guidelines:

Reduction in force will be on district-wide basis. Therefore, the superintendent is not limited to considering RIF termination for only those teachers in a particular school, area, or program in which the loss of enrollment, program change, or financial exigency has occurred.

Once the Board (after consulting with the superintendent) has determined that a reason for elimination of certified staff positions as set forth in this policy exists, the superintendent will determine which positions must be eliminated. The superintendent will present his/her recommendations to the Board for approval.

Once the Board has approved the elimination of the specified positions, or changes to be made in programs, the superintendent will use specific criteria to select those teachers who are to be considered for non-renewal. The superintendent will make a recommendation to the Board based on the application of the following criteria:

- Certification
- Degrees earned
- Teaching experience in other areas which may be available
- Total years of teaching experience in the district
- Total years of teaching experience
- Qualifications and abilities as determined by the district evaluation procedure

### **Notice to Individual Teacher**

If, after considering the superintendent's recommendation, the Board acts to terminate employment of a teacher or teachers, the Board will give written notice of that decision to the affected teacher. The Superintendent will send the written notice by certified mail, return receipt requested. The notice will include a statement of the conditions requiring termination of employment.

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

### **Review of Individual Termination**

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

The request for review must be in writing and addressed to the Chairman of the Board. The request must clearly state the grounds on which the teacher contends the decision was arbitrary

or capricious, or generated by ill-will, fraud, collusion, or other such motives. The request must include a short, plain statement of facts that the teacher believes supports the contention.

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

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

Except as herein provided, the Chairman of the Board will control the hearing. The hearing will begin with the teacher's presentation of contentions. This presentation will be limited to those grounds specified in the request for a hearing and supported by such proof as he/she desires to offer.

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

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

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

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

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

### **Obligations with Respect to Re-Employment or Other Employment**

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

days. Failure to make written acceptance within 15 calendar days or rejection of the position eliminates all re-employment rights of the teacher.

If the teacher is recalled within one year, the district will restore all of the sick leave and unused personal leave he/she had accrued on the effective date of the layoff.

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

**Exclusive RIF Procedure**

This RIF procedure is the only procedure that may be used in a reduction in force.

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

# Classified Personnel Information

## **CLASSIFIED PERSONNEL EMPLOYMENT**

The superintendent employs classified personnel for the district. It is the superintendent's responsibility to ensure that all persons employed meet the qualifications established for the particular position. The assistant superintendent of personnel services will establish an interview and selection procedure which will allow the principal or supervisor an opportunity to aid in the selection of the employee. However, the superintendent, or designee, will make or approve the final selection.

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

The district will not employ any candidate without a personal interview.

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

## **CLASSIFIED PERSONNEL POSITIONS**

The Board, on the recommendation of the superintendent, will authorize positions for classified employees which are necessary for the operation of the district's programs and services.

In each case, the superintendent will approve the purpose and function of the position and delegate his staff the task of writing or causing to be written, a job description covering qualifications, duties and other details applying to the position.

The assistant superintendent for personnel services is responsible for maintaining a coordinated set of job descriptions for all classified positions in the school system.

## **CLASSIFIED PERSONNEL COMPENSATION**

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

## **CLASSIFIED PERSONNEL RESIGNATION**

A classified employee who wishes to terminate his/her employment with the district must submit a Notification of Resignation/Retirement Form (provided by the district) and/or a letter of

resignation to his/her supervisor who will forward the request to the superintendent. This letter must be submitted two weeks before the desired termination date.

The superintendent will present a list of such resignations to the Board of Trustees.

**CLASSIFIED PERSONNEL SEPARATION**

The Board authorizes the superintendent to discipline, suspend, or dismiss classified personnel as warranted.



## **EVERY STUDENT SUCCEEDS ACT (ESSA)**

ESSA was signed by President Obama on December 10, 2015. This bipartisan measure reauthorizes the 50-year old Elementary and Secondary Education Act (ESEA), the nation's national education law and longstanding commitment to equal opportunity for all students. The new law builds on key areas of progress in recent years, made possible by the efforts of educators, communities, parents, and students across the country.

The previous version of the law, the No Child Left Behind (NCLB) Act, was enacted in 2002. NCLB represented a significant step forward for our nation's children in many respects, particularly as it shined a light on where students were making progress and where they needed additional support, regardless of race, income, zip code, disability, home language, or background. The law was scheduled for revision in 2007, and over time, NCLB's prescriptive requirements became increasingly unworkable for schools and educators. Recognizing this fact, in 2010, the Obama administration joined a call from educators and families to create better law that focused on the clear goal of fully preparing all students for success in college and career.

## **AFFIRMATION OF COMPLIANCE WITH TITLE IX OF THE EDUCATION AMENDMENTS OF 1972**

Title IX states: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance." The administration of Spartanburg School District Three has affirmed that the district is in compliance with the requirements of Title IX and does not discriminate on the basis of sex in any education program or activity receiving Federal financial assistance. This affirmation of non-discrimination extends to employment and admission.

Inquiries concerning the application of Title IX or complaints alleging non-compliance within Spartanburg School District Three should be directed to the district's Title IX Coordinator, P. O. Box 267, Glendale, SC 29346; telephone 864-279-6000. The Coordinator will advise all complainants of the procedure by which all complaints will be processed by the district.

## **STATEMENT OF NON-DISCRIMINATION**

Spartanburg School District Three does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs or activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Assistant Superintendent for Personnel and Pupil Services  
3535 Clifton Glendale Road  
Glendale, SC 29346  
(864)279-6000  
[rgoode@spartanburg3.org](mailto:rgoode@spartanburg3.org)

**JULY 2016**

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3	4	5	6	7	8	9
10	11	12	13	14	15	16
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31						

**AUGUST 2016**

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**SEPTEMBER 2016**

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**OCTOBER 2016**

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**NOVEMBER 2016**

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**DECEMBER 2016**

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**Spartanburg School District 3  
2016 – 2017**



**AUGUST 2016**

8-12.....Staff Development Days  
15.....First Day of School

**SEPTEMBER 2016**

5.....Labor Day Holiday  
21.....Half Day/PD

**OCTOBER 2016**

17.....End of 45 Days  
21.....Conference Exchange Day

**NOVEMBER 2016**

8.....Election Day Holiday  
16.....Half Day/PD  
23-25.....Thanksgiving Holidays

**DECEMBER 2016**

16.....Half Day  
End of First Semester  
19-30.....Christmas/Winter Holidays

**JANUARY 2017**

2.....Staff Development Day  
3.....Students Return  
10.....End of 90 Days  
16.....Martin Luther King, Jr. Holiday

**FEBRUARY 2017**

8.....Half Day/PD  
20.....Staff Development Day

**MARCH 2017**

16.....End of 135 Days  
17.....Conference Exchange Day

**APRIL 2017**

3-7.....Spring Holidays  
19.....Half Day/PD

**MAY 2017**

26.....Last Student Day  
End of 180 Days  
29.....Memorial Day Holiday  
30.....Staff Development Day

Days missed due to inclement weather will be made up at the end of the school year or on staff development/workdays as appropriate.

- First and Last Day of School
- Staff Development (PD) / No Students
- Half Day (Students) / PD (Staff)
- Holidays

**JANUARY 2017**

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**FEBRUARY 2017**

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**MARCH 2017**

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**APRIL 2017**

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**MAY 2017**

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**JUNE 2017**

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