

POLICY MANUAL

NORTHWEST AREA SCHOOLS MULTI-DISTRICT / EDUCATIONAL COOPERATIVE

**Updated
August 2020**

Northwest Area Schools

POLICY MANUAL

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ADDENDUM TO POLICY MANUAL

BOARD/ GENERAL ADMINISTRATION

2000

The Northwest Area Schools Multi-District AND Northwest Area Schools Educational Cooperative are each a separate legal entity for the purposes of providing services to school districts through a cooperative effort according to SDCL 13-39-41 through 64, 13-5-31, and 13-5-32.1. The school districts of Dupree, Faith, Harding County, McIntosh, McLaughlin, Smea and Timber Lake make up the Multi-District. The School Districts of Bison, Dupree, Faith, Harding County, McIntosh, McLaughlin and Timber Lake make up the Educational Cooperative. The governing boards of said Multi-District/Educational Cooperative hereby state their intent to comply with the laws governing operation and practices of school districts, "Multi-Districts" and "Educational Cooperatives" as set forth in SDCL and the adopted Cooperative Agreement and hereby adopt the following specific "Board" policies as guidelines for the operation of said Multi-District/Educational Cooperative within the boundaries of the law.

September 2012

2010

The Northwest Area Schools Multi-District/Educational Cooperative assures that no person be subjected to discrimination on the basis of sex, race, color, national origin, religion, marital status, age, or mental and physical disabilities in its education programs or activities or employment practices. The Northwest Area Schools Multi-District/ Educational Cooperative is committed to complying with the requirements of state and federal laws concerning nondiscrimination and will strive by its action to enhance the dignity of all persons.

**NORTHWEST AREA SCHOOLS
NONDISCRIMINATION STATEMENT**

Northwest Area Schools Multi-District/Educational Cooperative does not discriminate in its employment policies and practices or in its educational programs on the basis of race, color, creed, religion, age, sex, disability, national origin or ancestry.

Inquiries concerning the application of Title VI, Title IX or Section 504, Affirmative Action and the Americans with Disabilities Act may be referred to the NAWAS Director at Northwest Area Schools, P.O. Box 35, Isabel, South Dakota; (605) 466-2206 or to the Regional Director, U.S. Department of Education, Office for Civil Rights, 8930 Ward Parkway, Suite 2037, Kansas City, MO 64153-2037:
Phone # (816) 268-0550

July 2009

2020

All students of the Northwest Area Schools Multi-District/Educational Cooperative will have equal educational opportunities. The board will not discriminate on the basis of race, color, creed, religion, sex, handicap, economic status, national origin, or ancestry in its policies or programs.

To accomplish this policy on nondiscrimination, the Board will make every effort to provide all students equal access with respect to admission or membership in school-sponsored organizations, clubs, or activities; access to facilities' distribution of funds; academic evaluations; or any other aspect of school-sponsored programs or activities. The Board recognizes, however, that in implementing this policy children vary widely in capabilities, interests, and social and economic background, and that no two children can be treated exactly alike if the fullest development of each is to be achieved.

February 2008

SEXUAL HARASSMENT POLICY

Policy

It is the policy of Northwest Area Schools that sexual harassment is illegal, unacceptable and shall not be tolerated; that no employee or student of the school district may sexually harass another. Any employee or student will be subject to disciplinary action including possible termination for violation of this policy.

Definition

Any unwelcome sexual advances, solicitation or sexual activity by promise of rewards, coercion of sexual activity by threat of punishment, verbal sexist remarks or physical sexual assaults constitute sexual harassment. This conduct has the effect of unreasonably interfering with an individual's academic or work performance or of creating an intimidating, hostile, or offensive employment or educational environment regardless of intent.

Responsibility

School district officers, employees and students are responsible for maintaining a working and learning environment free from sexual harassment. Workshops and activities will be provided by the school district to explain the policy and laws. Careful scrutiny will be used in the investigation of all allegations of sexual harassment. False allegations that are malicious or ill-founded may constitute libel or slander. Copies of the policy will be available at the administrative offices as well as all classrooms.

Complaints

Any employee who believes that he or she has been a subject of sexual harassment by a district employee or officer should report this incident immediately to his or her immediate supervisor. If the immediate supervisor is involved in the activity, the violation should be reported to the supervisor's immediate supervisor. Students should report such incidents to their teacher, guidance counselor, and/or the responsible administrator. All reported incidents will be thoroughly investigated and subject to disciplinary action. Reports by students will be the responsibility of the local school districts. Confidentiality consistent with due process will be maintained.

If an employee or student files a written complaint because of dissatisfaction with the handling of the complaint, he or she may utilize any applicable grievance procedure.

Adoption date: August 18, 1993

Legal Reference: South Dakota Executive Order 81-08
Federal Title IX (1972 Education Amendments)

New Members to the Multi-District

A school approved for membership by Northwest Area Schools Multi-District Center Board may be required to pay a fee, as allowed by SDCL 13-39-60. The fee will be set by the center board upon that district's application for membership. The fee will be calculated using the following formula: fee = estimated amount of capital expenditures made by center board prior to the application for membership divided by number of member schools (including applicant school) times ninety percent. As a guide, the center board will estimate the amount of capital outlay expenditures, excluding state and federal reimbursement, made by the center board prior to the application for membership by the applying district. The new member district may pay the fee in one lump sum, or it may make payments over a course of years set by the center board. Once the new member district has paid its fee, it shall be considered fully vested in the multi-district.

2100

The Cooperative Agreement establishing Northwest Area Schools Educational Cooperative outlines the terms and conditions of membership. This agreement is contingent upon LEA member districts' board approval. Signed Cooperative Agreements are kept on file at the NWAS business office.

January 2008

2110

The Northwest Area Schools Multi-District/Educational Cooperative Administrative Advisory Board shall consist of the Superintendent or designated alternate representative from each participating school district.

June 2008

2111

The Northwest Area Schools Multi-District Center Board and the Northwest Area Schools Educational Cooperative Governing Board will both be made up of one board member from each member district of the respective organization. The board of each school district participating in the Northwest Area Schools Multi-district and/or Northwest Area Schools Educational Cooperative shall designate an alternate member who would fulfill any requirements of a regular board member. Although an alternate member could attend any meeting, that member will have voting privileges and receive compensation for attendance only if the regular member were not in attendance.

August 2008

2130

It shall be the responsibility of the Northwest Area Schools Multi-District Center Board/Educational Cooperative Governing Board to employ a full-time Director.

2131

The Northwest Area Schools Multi-District/Educational Cooperative shall employ a full-time Business Manager.

2132

The Northwest Area Schools Multi-District/Educational Cooperative shall adopt a Job Description for each employee to be kept on file and used as a guideline in employing personnel.

2140

In the absence of a Multi-District/Cooperative board policy in matters which must be resolved immediately, the Director will judge, evaluate and resolve the issue.

2141

Student and employee safety is a paramount concern to the school board. Employees under the influence of alcohol and/or other drugs are a serious risk to themselves, to students, and to other employees. Therefore, the school board will not tolerate the unlawful manufacture, use, possession, sale, distribution, or being under the influence of alcohol and/or other drugs. Any employee who violates this policy will be subject to disciplinary action, which may include dismissal, and referral for prosecution. Each employee of the district is hereby notified that, as a condition of employment, the employee must abide by the terms of this policy and will report to the Director(s) any criminal alcohol and/or other drug statute convictions for any alcohol and/or drug violation. Such notification must be made by the employee to the Director(s) no later than five (5) days after conviction. Should the affected employee be the Director(s) s/he will report to the Board no later than the next regular meeting of the Board.

June 2008

Northwest Area School District Funds, whether derived from local, state or federal sources, cannot be used for partisan political purposes.

July 1993

Legal Ref: Hatch Act (5 USC 1501-1508 and Intergovernmental Personnel Act of 1970, as amended by Title VI of Civil Service Reform Act Public Law 95-44 Section 4728); Davis-Bacon Act; SDCL 12-25-2.

Internet Safety Policy for Northwest Area Schools

Introduction

It is the policy of **Northwest Area Schools** to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)].

Definitions

Key terms are as defined in the Children's Internet Protection Act. □

Access to Inappropriate Material

To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information.

Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.

Subject to staff supervision, technology protection measures may be disabled for adults or, in the case of minors, minimized only for bona fide research or other lawful purposes.

Inappropriate Network Usage

To the extent practical, steps shall be taken to promote the safety and security of users of the **Northwest Area Schools** online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications.

Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

Education and Monitoring

It shall be the responsibility of all members of the **Northwest Area Schools** staff to educate, supervise and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children's Internet Protection Act, the Neighborhood Children's Internet Protection Act, and the Protecting Children in the 21st Century Act.

Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Director or designated representatives.

Adoption

This Internet Safety Policy was adopted by the Board of **Northwest Area Schools** at a public meeting, following normal public notice, on _____.

September 20

Associated School Boards of South Dakota	NEPN Code: GCDB
NWAS Policy # 2144 Adopted October 2017	

CRIMINAL BACKGROUND CHECKS

Definitions

Authorized Persons: Individuals determined by the superintendent or designee to need access to or need to view criminal history record information in their official capacity with the district.

Criminal History Record Information (CHRI): A criminal history of an individual obtained through the South Dakota Division of Criminal Investigation (SDDCI) and/or the Federal Bureau of Investigation (FBI) using the individual's fingerprints. CHRI includes information on the arrest, detention, complaint, indictment or former criminal charge of an individual as well as the disposition of any charges. The FBI rules differ from the DCI rules regarding the disclosure of criminal history record information.

Criminal Justice Information Services (CJIS): The FBI's Criminal Justice Information Services Division, or CJIS, provides a range of state of-the-art tools and services to law enforcement, national security and intelligence community partners, and the general public. Its purpose is to equip law enforcement, national security, and intelligence community partners with the criminal justice information needed to protect the United States and the public. The CJIS Division was established in 1992 to serve as the focal point and central repository for criminal justice information services in the FBI. It is the largest division in the FBI.

Local Agency Security Officer (LASO): liaison with SDDCI to ensure the agency is in compliance with security procedures. The LASO shall (1) maintain a list of users who have access to CHRI, (2) Identify and maintain a list of persons who are authorized to use the approved hardware, software and firmware to access CHRI and ensure no unauthorized individuals have access to this technology, (3) identify and document how the equipment is connected to the state system, (4) ensure that personnel security screening procedures are being followed, (5) ensure that approved and appropriate security measures are in place and working as expected, (6) promptly notify the SDDCI of any security incidents, and (7) support any district security audits.

Noncriminal Agency Coordinator (NAC): primary contact person for the District who serves as the liaison between the District and SD Division of Criminal Investigation, responsible for notifying SDDCI when a new employee starts or an employee leaves so SDDCI can keep CJIS Security training records current and such other duties as required.

Point of Contact (POC): District's contact person when SDDCI sends out Audit information, the contact person when an onsite Audit is scheduled.

Security Incident: An act of violating an explicit or implied security policy regarding CHRI including, but not limited to (1) attempts (either failed or successful) to gain unauthorized access to a system or its data, (2) unwanted disruption or denial of service, (3) the unauthorized use of a system for the processing or storage of data, and (4) changes to system hardware, firmware or software characteristics without the district's knowledge, instruction or consent.

Policy Statement

The District is committed to providing a safe learning and working environment. As part of this effort, and in accordance with state and federal law, regulations, and policies, the district will require each person over eighteen years of age hired by the district, who is a volunteer two or more times during the school year, or is employed by an entity which provides the District direct or indirect student services shall be required to submit to a criminal background investigation, by means of fingerprint checks by the Division of Criminal Investigation and the Federal Bureau of Investigation. The district and its employees, officers and agents will only obtain CHRI when authorized by law and will only use CHRI, or the personally identifiable information first obtained by the district in CHRI, for the purposes of determining whether a person should be employed by the district.

In accordance with law and to protect the district's students, criminal background checks on persons who are employed in the district, who volunteer two or more times during the school year, or are employed by an entity which provides the District direct or indirect student services shall be required. The criminal background investigation shall be done by means of fingerprint checks by the Division of Criminal Investigation. If no disqualifying record is identified at the state level, the fingerprints shall be forwarded by the Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check. The district and district employees will comply with state and federal law, rules, procedures and policies regarding the receipt, use and dissemination of criminal history record information of any individual.

Designations

1. The Superintendent, as the Agency Representative, is responsible for signing the SD Division of Criminal Investigation (SDDCI) User Agreement on behalf of the District.
2. The Superintendent shall be the District's Point of Contact (POC) and Noncriminal Agency Coordinator (NAC) to act as the primary contact person for the District, shall serve as the liaison between the District and SD Division of Criminal Investigation, and will fulfill all responsibilities of the POC/NAC, including but not limited to being the contact person when SDDCI sends out Audit information, shall be the contact person when an onsite Audit is scheduled, and responsible for notifying SDDCI when a new employee starts or an employee leaves so SDDCI can keep CJIS Security training records current.
3. The Superintendent is designated to be the Local Agency Security Officer (LASO) to act as liaison with SDDCI to ensure the agency is in compliance with security procedures. The LASO shall be knowledgeable in CHRI, policies and mandated rules and regulations as well as knowledge of IT security procedures. The LASO shall actively represent the District in all matters pertaining to information security, dissemination of information security alerts and other material within the District, and responsible for contacting SDDCI if there has been misuse of CHRI.

Criminal Background Checks

1. Each person over eighteen years of age hired by the district, who is a volunteer two or more times during the school year, or is employed by an entity which provides the District direct or indirect student services shall be required to submit to a criminal background investigation.
2. The school district shall submit completed fingerprint cards to the Division of Criminal Investigation before the prospective new employee or volunteer enters into service.
3. If no disqualifying record is identified at the state level, the fingerprints shall be forwarded by the Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check.
4. The District shall pay any fees charged for the cost of fingerprinting or the criminal background investigation for any person whose employment with the District or status as a volunteer is subject to the requirements of this section.
5. Any person hired to officiate, judge, adjudicate, or referee a public event sponsored by a school district is not required to submit to a criminal background investigation.
6. Any person whose employment or status as a volunteer is subject to the requirements of this section may enter into service on a temporary basis pending receipt of results of the criminal background investigation. The District may, without liability, withdraw its offer of employment or terminate the temporary employment or status as a volunteer without notice if the report reveals a disqualifying record.
7. The criminal investigation required by this section with respect to a student teacher completing requirements for teacher certification shall be conducted by the District, and the District may rely upon the results of that investigation for employment of that person as an employee of the district. Results of a criminal background investigation conducted by another South Dakota public school district of a student teacher, hired by the District, may be relied upon by the District.
8. A District employee who is employed simultaneously with another school district is only required to obtain one criminal background investigation, if the background investigation was conducted less than five years before the person was first employed by the District.
9. The District shall run a background check on employees of or applicants for employment with a contractor that does business with the district if the person will be working on school property. The contractor shall be responsible for the cost of the criminal background check.
10. No person may be employed by the District, either directly or by contract, and no person employed by a contract provider and who would have direct student responsibilities may provide direct student services, if the person has been convicted of a crime of violence (murder, manslaughter, rape, aggravated assault, riot, robbery, burglary in the first degree, arson, kidnapping, felony sexual contact, felony child abuse, or any other felony in the commission of which the perpetrator used force, or was armed with a dangerous weapon, or used any explosive or destructive device), sex crimes (including but are not limited to, rape, felony sexual contact with a minor under sixteen, sexual contact with a person incapable of consenting, possessing, manufacturing, or distributing child pornography, and sexual exploitation of a minor), or distribution or trafficking in controlled substances or distribution of marijuana.

- a. The District may also refuse to employ a person who has been convicted of a crime involving moral turpitude. "Moral turpitude" is defined "an act done contrary to justice, honesty, principle, or good morals, as well as an act of baseness, vileness, or depravity in the private and social duties which a person owes to his fellow man or to society in general.
 - b. The District may consider any criminal conviction in making a hiring decision. The District has the sole and absolute discretion to determine whether the results of a criminal background investigation disqualify a person from employment within the District.
 - c. For purposes of this policy, the term conviction means a plea or verdict of guilty or a conviction following a plea of nolo contendere (no contest) in this state or any other state.
11. The District's employment application form shall inform applicants that if no SD statutorily disqualifying conviction is identified at the state level the fingerprints will be forwarded by the S.D. Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check.
 12. The application form shall also inform applicants that if the applicant believes the criminal background result is incorrect or incomplete in any respect and the applicant wishes changes, corrections or updating of the alleged deficiency, the applicant should make application directly to the agency which contributed the questioned information or direct the applicant's challenge as to the accuracy or completeness of any entry on the applicant's record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306.
 13. Should an applicant be disqualified from employment due to the results of a criminal background check, the District shall inform the applicant that the criminal background check results prohibit the District from employing the person. The District will not delay the employment hiring decision solely because the applicant seeks to correct his or her FBI criminal history record information (CHRI).
 14. Before a person's conditional employment is terminated as a result of the person's CHRI, the District shall inform the person whose conditional employment is subject to termination that the criminal background report reveals a conviction which prohibits the District from employing the person, and inform the person of his or her right to appeal the accuracy or completeness of the CHRI to the SDDCI or FBI. Employees shall be afforded procedural due process consistent with their employment status (i.e., whether the person is an employee-at-will, a school-year employee, or a ten month or twelve month employee) should termination of conditional employment be a possibility following the District's receipt of the CHRI.
 15. All employees and other persons required to submit to a criminal background check pursuant to this policy must notify the district in writing if they are convicted of any offense of domestic violence, child abuse, sex offense, drug (including marijuana) or any felony offense. This notification must be made as soon as possible, but no later than five business days after the event.
 16. The District reserves the right to require any employee or volunteer to submit to additional criminal background checks at the district's expense. The district reserves the right to require any employee of an entity which provides the District direct or indirect student services to submit to additional criminal background checks which shall be at the entity's or person's expense.

17. As required by state law, SDCL 13-10-15, if, as the result of a criminal conviction the school board suspends an employee without pay, or an employee resigns, or an employee is terminated, the superintendent shall within ten days of the date of the suspension or the date the employment is severed report the circumstances and the name of the employee to the S.D. Department of Education.

Training

The District will ensure that all employees who have access to CHRI shall be trained by SDDCI on the rules and responsibilities for the confidentiality, receipt, use and dissemination of the CHRI.

Confidentiality

1. Before requesting CHRI on any individual, the district will give the individual written notification that his or her fingerprints will be used to obtain the CHRI of the individual, and the district will provide the individual a copy of the statement "Noncriminal Justice Applicant's Privacy Rights." Exhibit GCDB-E(1).
2. Information received by the district pursuant to a criminal background check is confidential. Only authorized persons within the district may access, view or use CHRI. Authorized persons may not share or otherwise disclose information contained in CHRI to unauthorized persons unless explicitly allowed for in this procedure.
3. Unless otherwise allowed by law, the District will only use this information for the district's internal purposes in determining the suitability of an applicant, employee, or other worker on district property. The district will note in an employee's or applicant's personnel file that the background check was completed and if the person was disqualified by the CHRI for employment or assignment. The District will keep the CHRI in a separate file in a location that is only accessible to persons who need to know the information to carry out their responsibilities with the District.
4. Individuals that have access to CHRI will receive CJIS security training provided by SD DCI. Once the individual has completed the CJIS online training and has taken the test each individual will receive and acknowledge in writing the receipt of the following: (1) User Rules of Behavior Acknowledgement form, (2) CHRI Disciplinary Policy, and (3) Acknowledgment Statement of Misuse. The District will keep a copy of the signed documents in each individual's personnel file.

Access and Retention

1. The District may print or electronically share records when necessary to determine whether the person is authorized to work for the district. In those situations, the physical or electronic copy will be destroyed immediately after the decision is made.
2. If the District runs a background check on employees of a contractor that does business with the district, the district will not provide the CHRI to the contractor. Instead, the district will provide a clearance letter notifying the contractor whether the employee is cleared to provide services in the district.

3. The District will not disseminate CHRI across state lines.
4. Upon request the district will provide a copy of the SDDCI CHRI to the person who is the subject of the background check. The SDDCI CHRI will only be released to the individual and not to relatives, spouses or friends. The District will note in the dissemination log that a copy was provided to the individual.
5. FBI rules prohibit the District from providing a copy of the FBI CHRI to the person who is the subject of the criminal background check.
6. The results of the background investigation done by the District shall be transferred to another South Dakota public school district if the other public school district, or current District employee, submits a written request to the District that the results be transferred to the other public school district. The District employee who was the subject of the criminal background investigation must sign a written release authorizing the transfer. The information will be sent by U.S. Mail or encrypted email.

Recordkeeping

A Secondary Dissemination Log shall be maintained in which all authorized disseminations of FBI and State DCI criminal background check results are recorded. The following shall be recorded in the District's Secondary Dissemination Log:

- a. name of District;
- b. name of person subject to the criminal background check review;
- c. date of birth of person subject to the criminal background check review;
- d. SD public school district requesting FBI and DCI criminal background check results and person/title requesting on behalf of the SD public school district;
- e. written request signed by person subject to the criminal background check review for a copy of the SDDCI criminal background check results, attached to the Secondary Dissemination Log; NOTE: FBI CHRI cannot be released to the person who is the subject of the criminal background check.
- f. date of release of criminal background check results;
- g. description of the record that was shared;
- h. how the record was sent or received
- i. person to whom criminal background check results were disseminated;
- j. signature of District employee disseminating the criminal background check review pursuant to a valid request.

The Secondary Dissemination Log shall be maintained until the onsite audit is complete and the District receives from the SD Division of Criminal Investigation written notice of a successful Policy Compliance Review, unless the log is needed or required for other purposes

Security

The district will provide for the security of any CHRI received, including the appropriate administrative, technical and physical safeguards to provide for the security and confidentiality of the information. This includes, but is not limited to, the following:

1. The LASO shall maintain a list of school district authorized persons who have access to CHRI.
2. In those cases when the District has physical copies of CHRI, the District will restrict access to authorized persons only. Physical copies of CHRI, if any, will be maintained in a controlled, secure environment, such as a locked cabinet in a room that is free from public or unauthorized access. The room or the locked cabinet will include an "Authorized Personnel Only" sign.
3. The District will not routinely maintain electronic copies of CHRI; however, in the rare instance where the district has electronic copies of CHRI, the district will restrict access to authorized persons only. Electronic data will be protected with encryption as designated by the state or federal government or will only be accessible by individual password. Computers, printers and monitors used to access CHRI must be situated to prevent unauthorized viewing of the information. CHRI cannot be accessed using computers available to the general public or personal devices. CHRI will not be stored on a server that is unprotected or accessible by an unauthorized entity.
4. CHRI will not be relocated, transmitted or transported outside a secure location unless encrypted according to FBI standards or transported in a locked container or in folders where the information is not visible to the public. A log must be kept if electronic information systems, such as a laptop, flash drive or CD with CHRI information on it, leaves a secured area.
5. The District will dispose of records securely. Physical records will be cross-shredded or incinerated. If the district contracts out for record destruction, the destruction must be supervised. The District shall notify SDDCI of the entity with whom the District contracts for records destruction and must receive SDDCI approval to use the contractor for purposes of disposing of CHRI. Electronic records will be deleted and overwritten as required by the SDDCI or FBI.
6. The District will not provide auditors access to CHRI unless the auditor is authorized by the SDDCI or the FBI.

Security Incident Response Plan

All District employees will immediately report to the LASO information security incidents such as the theft or loss of physical records or the hacking or failure of electronic systems or suspicions that an incident has or will take place. The LASO will document receipt of all reports, investigate incidents and report incidents to SDDCI. LASO documentation will include (1) date of security incident, (2) location of security incident, (3) systems affected, (4) method of detection, (5) nature of security incident, (6) description of security incident, (7) actions taken/resolution, (8) current date, and (9) contact information for LASO.

Consequences

Employees who fail to keep background check results confidential or fail to follow this policy or any laws or rules regarding the access, receipt, use or dissemination of CHRI as required by law will be subject to disciplinary action up to and including termination. Unauthorized requests, receipts, release, interception, dissemination or discussion of CHRI may also result in criminal prosecution.

Legal References: SDCL 13-10-12 (Criminal background investigation)
SDCL 13-10-13 (Criminal conviction as factor in hiring decision)
SDCL 13-10-14 (Persons continuously employed exempt)
SDCL 13-10-15 (Suspension or resignation for criminal conviction)
SDCL 13-10-16 (Conviction defined)
SDCL 22-1-2(25) (Moral turpitude defined)
SDCL 22-1-2(9) (Crime of violence defined)
SDCL 22-24B-1 (Sex crimes defined)
CFR Title 28 §16.34 (Procedure to obtain, change, correction or updating identification record)
CFR Title 28 §50.12 (Exchange of FBI identification records)
SD Division of Criminal Investigation (Guide for Noncriminal Justice Agency)
SD Division of Criminal Investigation (Non-Criminal Justice Agency User Agreement)

Associated School Boards of South Dakota	NEPN Code: GCDB-E(1)
NWAS Policy # 2144 Adopted October 2017	

**CRIMINAL BACKGROUND CHECKS
NONCRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS**

As an applicant who is the subject of a national (FBI) fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment), you have certain rights which are discussed below.

- You must be provided written notification⁽¹⁾ that your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared.⁽²⁾
- If the FBI criminal background check reveals that you have a criminal history record, the officials making a determination of your suitability for the employment must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or update of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.⁽³⁾

FBI rules prohibit the District from providing you a copy of the FBI record. You may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <https://www.fbi.gov/services/cjis/identity-history-summary-checks>.

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)

⁽¹⁾ Written notification includes electronic notification, but excludes oral notification.

⁽²⁾ <https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement>

⁽³⁾ See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 42 U.S.C. 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d)

Acquisitions, Disposals and Exchanges

NWAS policy and procedure for Acquisitions, Disposals and Exchanges will follow the procedures set forth by the SD Dept. of Legislative Audit pertaining to Local Government Guide for Acquisitions, Disposals and Exchanges.

Approved by NWAS Board: November 7, 2018

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”)

1. Determining the allowability of costs (200.302)
2. Payment (i.e. cash management) (200.305)
3. Procurement procedures (200.318)
4. Standards of conduct covering conflict of interest (200.318)

Determining the Allowability of Costs (200.302) and Payment (i.e. cash management) (200.305)

“NWAS Educational Cooperative acknowledges and agrees that it is bound by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and agrees to comply with all of the requirements set forth therein, specifically Section 200.302 Financial management and Section 200.305 Payment.”

Procurement procedures (200.318): NWAS has adopted the policy/procedure set forth by the SD Dept. of Legislative Audit pertaining to Local Government Guides for Acquisitions, Disposals and Exchanges.

Standards of conduct covering conflict of interest (200.318): NWAS has on file policy #2160 Conflict of Interest Disclosure and Authorization.

Approved by NWAS Board: November 7, 2018

<p>Federal Procurement Policy</p>
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<p>Regulations: CFR 2; State and Local Laws and Regulations NEPN CODE: DH</p>
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Procedures: Northwest Area Schools will purchase materials and supplies with Federal Program Funds in compliance with Federal regulations in Code of Federal Regulations Volume 2 state and local laws and regulations, using the procedures outlined in the following pages.

- A. If the total amount of purchases exceeds small purchase threshold, the District will use formal procedures. Formal procedures can be Invitation for Sealed Bid or Request for Proposal. Formal procedures will be as follows:
 1. Develop descriptions for all items.
 2. Develop instructions for providing service or product.
 3. Advertise in a newspaper of general circulation.
 4. Mail descriptions, instructions, and response documents to all potential bidders.
 5. Open and tabulate responses and present to board of education in a public meeting.
 6. Submit staff recommendation to the school board for award of contract.

- B. If the purchases are not covered by Section A of this plan, these purchases shall be made by use of the applicable state or local procedures. Small purchase procedure is as follows:
 1. Develop descriptions for all items.
 2. Develop instructions for providing service or products.
 3. Attempt to obtain price quotes from a minimum of three suppliers.
 4. Prepare a price quote documentation sheet, and indicate the supplier who was awarded the quote and the length of time the price is set.
 5. Submit documentation sheet for approval to Business Manager.

- C.** If it is necessary to make an emergency purchase to continue uninterrupted service, the purchase shall be made using noncompetitive negotiation. A log of all such purchases shall be maintained and reviewed monthly by the Business Manager.
- D.** All purchases will be conducted as follows:
1. The Director/Business Manager will requisition supplies and materials for site use. Requisition does not mean a form. It could be electronic, a preprinted form, or any method that leads to an efficient ordering system.
 2. The Director/Business Manager will place orders based on prices that are established
 3. The Director/Business Manager will be responsible for tracking, checking in, accounting for all inventory, and receipting the products.
 4. The Director/Business Manager will develop and interpret specifications/descriptions.
 5. The Director/Business Manager will approve brand and quality substitutions prior to delivery.
 6. The Director/Business Manager will issue requests for prices and receive the responses to the requests for prices.
- E.** All purchases will be conducted using the procedures listed above.
- F.** All records shall be maintained for a period of three years plus the current year.

G. Code of Conduct

The following conduct is expected of all persons who are engaged in the award and administration of contracts supported by all Federal Programs. No employee of Northwest Area Schools shall participate in selection or in the award or administration of a contract supported by Federal Programs funds if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when a school district employee:

- Has a financial or other interest in the firm selected for the award;
- Is an employee, officer, or agent of the firm selected for the award;
- Has a member of the immediate family who is an employee, officer, or agent of the firm selected for the award;
- Has a financial interest in the firm selected for the award;
- Is about to be employed by the firm selected for the award; or
- Has a member of the immediate family who is about to be employed by the firm selected for award.

To ensure objective contractor performance and eliminate unfair competitive advantage, a person that develops or drafts specifications, requirements, statements of work, invitations for bids, requests for proposals, contract terms and conditions or other documents for use by the Federal program in conducting procurement shall be excluded from competing for such procurements regardless of the procurement method used.

Northwest Area Schools employees, officers or agents shall neither solicit nor accept gratuities, favors or anything of material monetary value from contractors, potential contractors, or parties to subagreements.

The purchase during the school day of any service from a contractor for individual use is prohibited.

The removal of any supplies or materials on school property, such as official records and the like, is prohibited.

Failure of any employee to abide by the above stated code could result in a fine, or suspension, or both or dismissal. Interpretation of the code will be given at any time by contacting the NWAS Director at 605-466-2206. Northwest Area Schools will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the Board of Education.

H. Resolution of Controversies

1. Any actual or proposed supplier who is aggrieved in connection with a proposed purchase may protest to the NWAS Director.

2. The protest shall be in writing.
3. The protest shall be delivered within 10 days of the action which is being aggrieved.
4. A hearing will be scheduled within 15 days of receipt of the protest.
5. The proposed purchase will be delayed until the protest is resolved. In the event it is determined that the purchase is necessary, an emergency shall be declared by the Director and emergency purchase procedures will be followed until protest resolution.
6. The decision of the Director will be in writing and shall be delivered to the aggrieved supplier with proof of delivery required.
7. The aggrieved supplier shall be notified that an appeal of the Director's decision is possible. The appeal request shall be in written form and addressed to the Board of Education.

I. Public Access to Procurement Information

1. Procurement information shall be a public record to the extent provided in the State open records law.
2. All bids/offers shall be taken under advisement. Between the time in IFB/RFB (Invitation for Bids/Request for Proposal) is opened and awarded it may be viewed by any company or individual who entered a response to the proposed intent to purchase.
3. After acceptance, procurement information is available to the general public except as noted below:
 - Any supplier providing information as a part of a proposal or offer shall stamp each page which they consider proprietary information "Not for Public Release".
 - Should Northwest Area Schools receive a request to release this marked information, the supplier shall be notified within 24 hours and given 10 working days to obtain a court order to stop release.
 - In 10 working days, the party requesting the information shall be provided a copy of the court order or instructions on when to review the information.

For further questions, contact:

NWAS Director: 605-466-2206

Adoption of Revision of NWAS Policy 2146: September 4, 2019

2150

Northwest Area Schools Multi-District mobile classrooms shall be included in the participating local schools' disaster plan and a copy of such disaster plan shall be submitted to the Multi-District central office so they may file the plan with the appropriate state agency.

2151

Field trips taken to complement the vocational programs must have prior permission from the local school administrator. The local school will be responsible for all expenses incurred for each field trip. Northwest Area Schools will provide participating schools with an outline of scheduled field trips requested per vocational programs. Each district can utilize the information for planning of local budgets.

September 1989

Associated School Boards of South Dakota	NEPN Code: AH
NWAS Policy # 2160 Adopted December 2016 Updated November 2017	

CONFLICT OF INTEREST DISCLOSURE AND AUTHORIZATION

SDCL 3-23-6 states

“3-23-6. No board member, business manager, chief financial officer, superintendent, chief executive officer, or other person with the authority to enter into a contract or spend money in an amount greater than five thousand dollars of a local service agency, school district, cooperative education service unit, education service agency, nonprofit education service agency, or jointly governed education service entity that receives money from or through the state may have an interest in a contract nor receive a direct benefit from a contract in amount greater than five thousand dollars or multiple contracts in an amount greater than five thousand dollars with the same party within a twelve-month period to which the local service agency, school district, cooperative education service unit, or education service agency is a party except as provided in § 3-23-8.”

I. DEFINITIONS:

- a. “School Official” refers to a school board member, business manager, chief financial officer, superintendent, chief executive officer, or other person with the authority to enter into a contract or spend money in an amount greater than five thousand dollars.
- b. “Interest in a contract” is when (1) a School Official, the spouse of a School Official or any other person with whom the School Official lives and commingles assets, is employed by a party to any contract with the school district; or (2) the School Official, the spouse of a School Official, or any other person with whom the School Official lives and commingles assets, receives more than nominal compensation or reimbursement for actual expenses for serving on the board of directors of an entity that derives income or commission directly from the contract or acquires property under the contract.
- c. “Direct benefit from a contract” is when a School Official, the spouse of a School Official or any other person with whom the School Official lives and commingles assets (1) is a party to or intended beneficiary of the contract between the school district and a third party, or (2) has more than a five percent ownership interest in an entity that is a party to the school district contract, or (3) acquires property under the contract with the school district, or (4) receives compensation, commission, promotion, or other monetary benefit directly attributable to any contract.

II. PROHIBITION:

This policy prohibits School Officials board members, business manager, superintendent, and any other person who has the authority to enter into a contract or spend money on behalf of the school district from having an interest in a contract or receiving a direct benefit from one or more contracts between the school district and a third party, if the total contract amount is more than \$5,000 within a 12 month period, unless the School Official discloses to the school board his or her interest in the contract, or in the case of a direct benefit from the contract, discloses the direct benefit and receives school board authorization to receive the benefit.

III. EXCEPTIONS:

If any of the following apply, the School Official does not have an interest in the contract and does not derive a direct benefit from a contract, and disclosure (and authorization, if a direct benefit) is not required:

1. when the person's relationship to the contract is based solely on the value associated with the person's publicly-traded investments or holdings, or the investments or holdings of any other person with whom the board member, business manager, chief financial officer, superintendent, or chief executive officer lives or commingles assets;
2. when the person's relationship to the contract is due to participating in a vote or a decision in which the person's only interest arises from an act of general application;
3. when the person's relationship to the contract is due to the person receiving income as an employee or independent contractor of a party with whom the local service agency, school district, cooperative education service unit, or education service agency has a contract, unless the person receives compensation or a promotion directly attributable to the contract, or unless the person is employed by the party as a board member, executive officer, or other person working for the party in an area related to the contract;
4. when the contract is for the sale of goods or services, or for maintenance or repair services, in the regular course of business at a price at or below a price offered to all customers;
5. when the contract is subject to a public bidding process;
6. when the contract is with the official depository as set forth in SDCL 6-1-3;
7. when the person only receives income or compensation, a per diem authorized by law or reimbursement for actual expenses incurred; or
8. when the contract or multiple contracts with the same party within a twelve-month period with whom the school district contracts in an amount less than five thousand dollars.

IV. DISCLOSURE:

A *School Official* who has an interest in a contract or who receives a direct benefit from a contract must disclose to the school board the existence of a contract in which the person has an interest or receives a direct benefit.

1. the disclosure must include the following: (i) all parties to the contract, (ii) the person's role in the contract, (iii) the purpose or objective of the contract, (iv) the consideration or benefit conferred or agreed to be conferred upon each party, and (v) the duration of the contract;
2. the disclosure must be in writing;
3. to the extent circumstances allow, disclosure must be given prior to entering into any contract that requires disclosure, and if circumstances do not permit disclosure prior to entering into the contract then within forty-five days after entering into the contract, and if the contract extends into consecutive fiscal years, disclosure shall also be made at the annual reorganization meeting.
4. The school board will have a regular agenda item at the beginning of the school board meeting agenda at which time the school board will address conflict of interest disclosures.
5. Conflict of interest disclosures must be submitted to the President of the School Board, the Superintendent or the Business Manager, at least 5 calendar days before the scheduled meeting in order to be included in the posted meeting agenda for the next school board meeting. Conflict of interest disclosures submitted to the President of the School Board, the Superintendent or the Business Manager after the proposed agenda has been posted may be deferred until the following school board meeting.

V. BOARD ACTION UPON DISCLOSURE:

1. interest in the contract:
 - a. the school board is not required to authorize a School Official's interest in a contract;
 - b. the interest disclosure must be included in the official minutes of the school board (the official minutes are not required to be sent to the auditor-general and attorney general).
2. Direct benefit from a contract:

- a. the school board shall review the disclosure and decide if the terms of the contract are fair and reasonable, and if the contract is contrary to the public interest.
 - i. if the school board determines the contract terms from which a direct benefit is derived are fair and reasonable, and that the contract is not contrary to the public interest, the school board shall vote to authorize the School Official to derive a direct benefit from the contract.
 - ii. After the school board authorizes a School Official to derive a direct benefit from a contract, no further disclosure or authorization related to the contract is required unless the contract extends into consecutive fiscal years. If the contract extends into consecutive fiscal years, disclosure must be made at the annual reorganization meeting but no new authorization is required.
- b. If the school board determines the contract terms from which a direct benefit is derived are not fair and reasonable, or is contrary to the public interest, the school board shall vote to not authorize the School Official to derive a direct benefit from the contract. If the school board votes to not authorize a direct benefit, the contract is voidable and subject to disgorgement (i.e., the act of giving up on demand or by legal compulsion something that was obtained by illegal or unethical acts) or the person may resign from the school district.
- c. The disclosure and school board action is public record.
- d. The official minutes of the school board shall include the school board action on each disclosure and request for authorization to derive a direct benefit from a contract. A copy of the official school board minutes shall be sent to the auditor-general and attorney general within thirty (30) days of board approval of the minutes.
- e. No school board member may participate in or vote upon a relating to a matter in which the school board member derives a direct benefit.

VI. MISCELLANEOUS:

1. Consequences for knowingly violating the conflict of interest laws set forth in SDCL Ch. 3-23:
 - a. It is a criminal violation for a *School Official* to knowingly violate the conflict of interest law.
 - b. A *School Official* who knowingly violated the conflict of interest law will be removed from office or employment and is disqualified from holding any public office, elective or appointive.
 - c. Any benefit which a *School Official* derived from the person's knowing violation of the conflict of interest law is subject to forfeiture.

- d. Any contract made in violation of this policy may be voided by the school board.
2. The School District Attorney represents the school district and the school board and may answer questions about the law that address conflict of interest. As the school district attorney does not represent School Officials in their individual capacity, School Officials should consult with their own private attorney related to questions they may have regarding how this policy applies to their individual interests and contracts.

Legal References: SD Constitution, Article 8, §17 (Interest in sale of school equipment prohibited)
SDCL 1-27 (Public records and files)
SDCL 13-20-2.1 (Interest in sale of school equipment unlawful)
SDCL 13-43-1 (Employment of board member in same district prohibited)
SDCL 22-30A-11 (Disqualification from public office)
SDCL 22-30A-45 (Public official defined)
SDCL 22-30A-46 (Public official's use of public funds for official's financial benefit as theft)
SDCL 3-1A (Officers' statements of financial interest)
SDCL 3-23-1.1 (Conflicts of Interest – Definitions)
SDCL 3-23-6 thru 9) (Conflict of Interest)
SDCL 6-1-1 (Local officer's interest in public purchase or contract unlawful)
SDCL 6-1-2 (Conditions which contract with local officer permitted)
SDCL 6-1-17 (Prohibition from discussion or voting on issue if conflict of interest exists)

Cross References: BBF: Board Member Code of Ethics
BBFA: Board Member Conflict of Interest
GBC: Staff Ethics
GBCA: Staff Conflict of Interest

Adopted: 6/28/2016 Revised: 5/16/2017 Reviewed:

Associated School Boards of South Dakota	NEPN Code: AH-E(1)
NWAS # 2160 Adopted December 2016 Updated November 2017	

CONFLICT OF INTEREST DISCLOSURE

Date: _____

Name of the School Official submitting the conflict of interest disclosure:

The disclosure is for the purpose of notifying the School Board of
 _____ an interest in a contract
 _____ a direct benefit from a contract:

Identify the following:

- (1) all parties to the contract
- (2) the person's role in the contract
- (3) the purpose(s)/objective(s) of the contract
- (4) the consideration or benefit conferred or agreed to be conferred upon each party
- (5) the length of time of the contract
- (6) any other relevant information

If the disclosure relates to the School Official deriving a direct benefit from a contract, explain how the terms of the contract are fair, reasonable, and not contrary to the public interest such that authorization should be granted by the school board.

Signature of School Official: _____

Adopted: 6/28/2016 Revised: 5/16/2017 THIS IS A PUBLIC DOCUMENT
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Associated School Boards of South Dakota	NEPN Code: AH-E(2)
NWAS Policy # 2160 Adopted December 2016 Updated November 2017	

**SCHOOL BOARD ACTION ON CONFLICT OF INTEREST DISCLOSURE
OF A DIRECT BENEFIT**

Conflict of interest disclosure of a direct benefit, dated _____,
was received from

_____. The
disclosure was considered by the _____ School District School Board
during a meeting held on _____.

_____ The request for authorization was denied because the terms of the contract were
determined to not be fair and reasonable, and/or were contrary to the public
interest.

_____ The direct benefit from the contract was authorized because the terms of the
contract are fair and reasonable, and not contrary to the public interest.

_____ The direct benefit was authorized because the terms of the contract are fair and
reasonable, and not contrary to the public interest such that a waiver should be
granted, subject to the following conditions:

Signature of School Board President /Chairperson

Printed Name: _____

Date _____

THIS IS A PUBLIC DOCUMENT

Upon School Board approval of the official minutes of the meeting when the School
Board acted upon the above conflict of interest disclosure, a copy of the official minutes
will be emailed to the Auditor General and mailed to the Attorney General.

Adopted: 6/28/2016 Revised: 5/16/2017 Reviewed:

Associated School Boards of South Dakota	NEPN Code: BDDH
NWAS Policy # 2170 Adopted July 2018	

PUBLIC PARTICIPATION AT BOARD MEETINGS

The School Board recognizes and respects the input which may be provided by the public on school district matters. The Board also recognizes and respects the distinction between a school board meeting and a public meeting.

- At a school board meeting which is open to the public, members of the public may be present, observe and listen to the school board conduct its business and may speak during the school board meeting consistent with this policy.
- At a public meeting/hearing there is usually one topic to be presented by the District and discussed. The public is given the opportunity to speak and be heard on the topic which is the reason for the public meeting. This type of meeting allows for public participation under the rules designed specifically for that meeting and is not subject to this policy.

Policy BDDH, Public Participation at Board Meetings, applies only to topics addressed in open/public. Matters addressed in executive session pursuant to SDCL 1-25-2 are not open to the public.

Persons speaking during the Public Forum at a school board meeting shall not cause public inconvenience, annoyance, or alarm to the school board or any person, and shall not engage in threatening behavior, make unreasonable noise, be disruptive, boisterous, argumentative, or threatening, shall not make comments which are disrespectful to one or more persons, and shall not use profanity.

The time designated for Public Forum on the agenda shall be immediately before the adoption of the meeting agenda by the school board.

In order to assure that the Board may conduct its meetings in a respectful and efficient manner, the procedure for public participation at regularly scheduled monthly school board meetings is as follows:

1. Agenda and Non Agenda Items:

- a. Before the meeting is called to order, an individual who desires to speak at a school board meeting must verbally or in writing inform the Superintendent, the Business Manager or the Board President of the person’s desire to speak and the topic upon which the person intends to speak. The requesting party must sign a form (prepared by the school district) with their name, address, email and topic to be addressed.

- b. During the time designated for Public Forum the Board President will recognize the person who signed up to speak and the person may speak on the topic according to the rules set forth in this policy.
- c. A speaker shall be granted 5 minutes to present comments to the school board. Upon receiving a request for an extension of time from the speaker, the school board, upon a motion being made and passed by a majority of school board members present and voting, may grant an additional amount of time not to exceed 5 minutes. Additional extensions may be granted only upon a two-thirds vote of school board members present and voting.
- d. Should a number of persons wish to address the school board on the same agenda item, or should the comments become repetitious, the School Board President, in the President's sole discretion, may shorten the time for comments to two minutes per person in order that persons wishing to address the school board may be heard and still allow the school board sufficient time to conduct its agenda business.

2. Adding an Item to the School Board Meeting Agenda in Order to Request Specific School Board Action:

- a. Any person or delegation (with one person being the spokesperson for the delegation) making a specific request to the school board which would require formal action by the school board must present a written request to the Superintendent for the item to be placed on the school board meeting proposed agenda. The written request must be submitted to the Superintendent at least five calendar days before the school board meeting.
- b. The specific request to add an item to the agenda shall clearly identify what is being requested and why, signed by the person making the request, and include the person's name, address, email and telephone number.
- c. The Superintendent will forward the request to the School Board President and the Board President will decide whether the item will be placed on the proposed agenda. Whether any item is to be addressed at the school board meeting is determined by a majority of school board members at the beginning of the school board meeting when the school board adopts the proposed agenda as printed or adopted after being modified.
- d. If the item on the meeting agenda is adopted by the school board, the person or spokesperson for the delegation who has submitted the request for specific school board action will be granted 10 minutes to explain the request to the school board. Upon receiving a request for an extension of time from the speaker, the school board, upon a motion being made and passed by the majority of school board members present, may grant an additional amount of time not to exceed 5 minutes. Additional extensions may be granted only upon a two-thirds vote of school board members present and voting.

- e. In the sole discretion of the school board, requests to the school board for specific action submitted after the proposed agenda has been posted may be:
- deferred until the next regular meeting or a special school board meeting, or
 - added to the meeting agenda for discussion purposes only, or
 - added to the agenda for discussion and possible action.

3. Authority of Presiding Officer:

The Board vests in its presiding officer the authority to terminate the right of any person to speak at the end of the time granted pursuant to provision 1.d, provision 1.e. or provision 2.d. as set forth in this policy. The presiding officer may also terminate the right of a person to speak at a school board meeting should the person cause public inconvenience, annoyance, or alarm to the school board or any person, engage in threatening behavior, make unreasonable noise, disturb or be disruptive of an official school board meeting, or when comments are disrespectful to one or more persons, boisterous, argumentative, threatening, or contain profanity. If deemed necessary by the presiding officer, the presiding officer may contact local law enforcement to have a person removed from the school board meeting as it is a violation of law for a person to intentionally cause or create a risk of serious public inconvenience, annoyance, alarm or disturbance at a school board meeting.

Notes:

(1) ASBSD recommends that during the board meeting and prior to adoption of the agenda members of the public be given an opportunity to speak on matters both which are on the posted proposed agenda and also on matters which are not on the posted proposed agenda. If the topic is not on the proposed agenda, the school board could (but would not be required to) add the topic to the agenda when the Board adopts the final meeting agenda.

As an alternative to allowing people to speak on an agenda topic during Public Forum, the Board may want to consider allowing people to speak on that topic when it is before the school board for discussion and possible action; however, if allowed, the Board should take into consideration that it may be difficult to limit public comments when the school board is discussing that topic.

(2) See Policy Alert dated May 25, 2018 related to a board resolution which makes policy BDDH applicable to the 'public participation at board meetings' requirement found in SDCL 1-25-1.

Legal References: SDCL 1-25-1 (Official meetings open to the public)
SDCL 1-25-2 (Executive or closed meetings)
SDCL 13-8-39 (Management of schools by board – general powers)
SDCL 13-32-6 (Disturbance of school as a misdemeanor)
SDCL 22-18-35(3) (Disorderly conduct – disturbing any lawful assembly or meeting of persons without lawful authority)

Amendment to PUBLIC PARTICIPATION AT BOARD MEETINGS

BE IT RESOLVED that in order to comply with SDCL 1-25-1, as amended by HB 1172 (2018 legislative session), which states “the chair of the public body shall reserve at every official meeting by the public body a period for public comment, limited at the chair’s discretion, but not so limited as to provide for no public comment,” and also provide for a known procedure by which there may be public participation at school board meetings, the President/Chairperson of the Northwest Area Schools Education Cooperative shall apply and follow school board policy 2170 with respect to public participation at all school board meetings.”

Adopted: July 5, 2018

Adopted: 1/1/2007 Revised: 11/3/2011; 12/8/2016 Reviewed: 6/14/2012

Associated School Boards of South Dakota	NEPN Code: BDDH-E(1)
NWAS Policy # 2170 Adopted July 2018	

SCHOOL BOARD MEETING SPEAKER SIGN-IN SHEET

DATE _____
page _____ of _____

	Name & Address	Email & Phone #	Topic
1			
2			
3			
4			
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12			

Adopted: 12/8/2016 Revised: Reviewed:

BUSINESS AND NON-INSTRUCTIONAL OPERATIONS

3000

All assessments shall be paid within 30 days following receipt of the statement.

Special Education assessment shall be made in two equal payments, with the first one-half to be billed after September 1 of each year and the remaining one-half to be billed after January 1 of each year.

Vocational Education assessment shall be made in two equal payments, with the first one-half to be billed after July 1 of each year and the remaining one-half to be billed after January 1 of each year.

August 2001

3110

When a request for a refund of any portion of an assessment paid by any participating school district is received and determined by the board to be made to that district because of less than full time service to that district, the share or portion to be refunded shall be calculated according to the following formula:

Total amount budgeted for the operation of Unit "x" \$ _____

PLUS

1/8 (or 1/number of participating schools) of the total amount budget for fixed expenses such as Board Expense, Administration, Business or Moving Expense

TOTAL AMOUNT \$ _____

CHARGEABLE TO UNIT "X" \$ _____

The total amount chargeable to Unit "X" as above shall be divided by the number of days Unit "X" should have operated according to the school calendar adopted by NWS to obtain a total cost per day for Unit "X" multiplied by the number of days Unit "X" actually was in operation = the total cost the requesting school district shall be obligated to assume. The amount to be refunded to the requesting school district shall be the Total Assessment Paid for Unit "X" less the amount assumed obligations as calculated above.

ANY EXTENUATING CIRCUMSTANCES SHALL BE TAKEN INTO CONSIDERATION AT THE TIME REFUND IS REQUESTED.

August 2002

3111

The following guidelines shall be observed in the following areas:

ACADEMIC OLYMPICS - All schools will pay equally whether they participate or not. Billing will be in July.

K - 8 SPELLING CONTEST - All schools will pay equally whether they participate or not. Billing will be in July.

IN-SERVICE WORKSHOPS - (Administrative, Board, Teacher, Student Assemblies, Negotiations, etc.). Participation is optional. Those participating will pay the cost equally through NWS office. You will be billed after the activity.

SPECIAL EDUCATION COOPERATIVE - All schools will participate. All pay base assessment according to student count. All other services are on a contract basis. School participation is at a level according to need. Billing will be in the summer. Semi-annual payments are due in September and January and all flow-through funds of 94-142 may be channeled to NWS. Schools are given dollar for dollar credit towards their account for these monies.

CTE(Career and Technical Education) - Budget presented and signed in the spring. Payments are made in two parts; half in July, half in January.

September 2013

3200

The Unemployment Fund shall be maintained at \$12,000.00. Any interest earned over and above that amount shall be deposited on a pro-rated basis to the Special Education General Fund (40%) and Vocational Education Fund (60%) unless otherwise designated by the Board.

August 1989

3400

A fiscal audit shall be made at a minimum of once every two years according to statutory requirement for school districts or at any time the board deems necessary.

3410

In accordance with state law, an annual report covering the educational and financial activities of the school district will be prepared by the business manager, with the assistance of the chief officer (CEO)/superintendent. The report will be filed with the State Division of Elementary and Secondary Education.

May 2013

3500

Northwest Area Schools Multi-District/Educational Cooperative will pay the registration fee for attendance at various conferences if state or federal funds are available for that particular program or with specific board approval.

3510

Northwest Area Schools Multi-District and Northwest Area Schools Educational Cooperative will allow payment of board meeting when the Chairperson of the Administrative Board attends the meetings of the Multi-District and/or the Educational Cooperative at the then approved board meeting attendance rate.

August 2002

3520

Newspaper entities within the participation area of Northwest Area Schools Multi-District/Educational Cooperative shall be designated official newspaper to serve on a rotation basis of one year each with the designation to be made at the annual meeting of the board each year according to SDCL 13-8-10.

July 2005

For any check outstanding more than **90 days**, the following form letter shall be sent by certified mail with return receipt requested:

"Our records indicate that Check No. _____ issued to you from our _____ account on _____, 20____, is outstanding. We would like to keep our financial records as current as possible and need your cooperation. Would you please check below the circumstances applicable in this matter and return this form at your earliest convenience:

- Thanks for the reminder; check will be cashed within **10 days**.
- Check was cashed by me on _____, 20____.
- Check was not received by me.
- Check misplaced, lost, other. (Please circle one.)

If one of the above applies, please contact our business office for procedures to follow in obtaining a replacement check.

After one year from date of issue, the funds will be turned over to the State of South Dakota, unclaimed property, in accordance with SDCL 43-41B-14. Thank you for your cooperation and assistance.

Yours truly
Business Office

June 2009

PERSONNEL

4000

The policies adopted by Northwest Area Schools Multi-District/Educational Cooperative shall be followed by all personnel unless there shall be a difference between the NWAS policy and the policies governing the school to which they are assigned. When NWAS staff assume duties in a local school district, they will be under the same policies and procedures that govern the local school staff. Any exceptions to the normal procedures and policies will be resolved in advance, by the staff member, local school, NWAS Director and governing board.

4110

“Working Day” for staff shall be determined by their respective local district policy unless otherwise specified by contract. See Appendix for further details.

July 1996

4111

The Northwest Area Schools Multi-District/Educational Cooperative shall adopt a school calendar annually which shall be used as a general guide; however, employees shall be specifically governed by the school calendar of the district to which they are assigned. See Appendix for further details.

4112

All certified personnel contracts issued by Northwest Area Schools Multi-District/Educational Cooperative shall be subject to the following:

It is hereby resolved that this contract may be terminated only by mutual consent of the contracting parties or by the statutory provisions of the laws of South Dakota.

If no mutual consent as to termination exists and if the teacher initiates the termination of the contract prior to its termination date, Northwest Area Schools Multi-District/Educational Cooperative reserves the right to pursue any remedies available by law.

March 2006

4113

At minimum, NWAS Multi-District/Educational Cooperative certified/licensed staff shall be evaluated according to SDCL 13-42-34. Each certified staff in year one shall be evaluated not less than biannually; years two through three shall be evaluated not less than annually, and each certified teacher in the fourth contract year or beyond, not less than every other year.

May 2013

4114

For the purpose of this policy, the effective date of a lay-off by reduction in force shall be June 30. If, during the first fiscal year subsequent to the time a continuing contract teacher is laid off because of reduction in staff and a vacancy occurs in the grade, subject areas and activities in which a laid-off teacher had been teaching or is qualified to teach, re-employment shall be extended to the teacher in reverse order of lay-off. When more than one staff member has the same recall date and is qualified for the open position the board may consider, among other things, recommendations of administrative staff, qualifications, years of service and educational background in selecting the person to be hired. A recalled teacher shall retain previously accumulated sick leave benefits. Recall privileges cease when a staff member resigns. Recall privileges will also cease if upon being recalled the staff member fails to report within 20 calendar days after the mailing of a written notice of recall. Such notice shall be sent by certified mail to the last address furnished to the Superintendent by the staff member and the 20 day period shall commence to run on the day the notice is mailed. Recall privileges will not apply to teachers under contract with another school district unless that recall is for anticipated positions in the ensuing year.

May 1985

GRIEVANCE PROCEDURE POLICY:

I. DEFINITIONS

A. A grievance is a complaint by a person or group of persons employed by Northwest Area Schools Multi-District 52-201 or Northwest Area Schools Educational Cooperative, made either individually or by a duly recognized employee association through its representative, that there has been a violation, misinterpretation or inequitable application of any existing agreement, contract, policy, rule, practice or procedure of the boards. Negotiations for, or disagreement over a non-existing agreement, contract, policy, rule, practice or procedure is not a "grievance".

B. Non-renewal of contract is not a cause for "grievance".

C. An "aggrieved person" is the person or group of persons making the claim.

D. "Board" means the governing Center Board of Northwest Area Schools Multi-District or Governing Board of Northwest Area Schools Educational Cooperative.

E. "Days" shall mean calendar days unless otherwise specified.

F. "Employee", as used in this policy, is considered to apply to any person employed by the Northwest Area Schools Multi- District/Educational Cooperative.

G. "Party in Interest" is the person or persons making the claim and/or any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

H. "Immediate Supervisor" as used in this policy may be either local Principal or division Coordinator. (May 1985)

II. PURPOSE

A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise between employees and the Multi-District/Educational Cooperative and to facilitate this purpose, these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without the intervention of the employee association, provided the adjustment is not inconsistent with the terms of any settlement with the employee association then in effect. The employee or the administrator involved in the grievance may be represented by a representative at such an informal discussion only by the mutual consent of the employee and the appropriate member of the administration.

III. TIME LIMITS

A. It is important that grievances be processed as rapidly as possible and every effort should be made to expedite grievance procedures.

B. If the employee does not file a grievance in writing with the immediate supervisor within thirty (30) days after the employee knew, or should have known, of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.

IV. INFORMAL PROCEDURES

A. If an employee feels he/she has a grievance, he/she should first discuss the matter with his/her immediate supervisor, to whom he/she is directly responsible in an effort to resolve the problem.

B. If, after such discussion with the supervisor, the employee is not satisfied with the disposition of the matter, she/he shall have the right to present the matter to and discuss it with the Director.

V. FORMAL PROCEDURES

LEVEL ONE - Immediate Supervisor

If an aggrieved person is not satisfied with the disposition of the problem through informal procedures, the employee may submit a claim in writing to the immediate supervisor. The supervisor shall, within five (5) days render a decision and the reasons therefore in writing to the complainant. The supervisor shall keep on file a statistical summary of the number and types of grievances processed, including the names and details of the grievances.

LEVEL TWO - Director

If the aggrieved person is not satisfied with the disposition of the grievance by the immediate supervisor, or if no decision has been rendered within five (5) days after presentation of the grievance in writing, the person may file a formal written grievance with the Director and the Director shall meet with the aggrieved person and a representative, if the aggrieved person desires representation, for the purpose of considering the grievance. The Director shall within ten (10) days of such meeting, render a decision and the reasons therefore in writing to the complainant.

LEVEL THREE - Multi-District/Cooperative Board

If the aggrieved person is not satisfied with the disposition of the grievance by the Director or if no decision has been rendered within ten (10) days after conference with the Director, the aggrieved person may file the grievance with the Northwest Area Schools Multi-District Center Board or Northwest Area Schools Educational Cooperative Governing Board (by filing with the Business Manager). The Northwest Area Schools Multi-District/Educational Cooperative Board may appoint a committee and set a time and place for a hearing. The committee shall consider the complaint and report to the Northwest Area Schools Multi-District Center Board or Northwest Area Schools Educational Cooperative Governing Board at the next regular or special meeting. The aggrieved person, with a representative of their choice, if desired, may appear before the Board at such meeting. A decision of the Board on such grievance shall be rendered in writing to the aggrieved person within ten (10) days after such meeting.

LEVEL FOUR

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three or, if no written decision has been rendered within the time period set forth in the preceding paragraph, a person may, within ten (10) days after receipt of the written decision is due, whichever is earlier, appeal to the Department of Labor, pursuant to SDCL 3-18-15-2. The inclusion of this paragraph in this Grievance Procedure shall not constitute a waiver by either party of its rights to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

LEVEL FIVE

All provisions as provided in SDCL 3-18-15.2.

VI. MISCELLANEOUS

A. Any party or parties in interest shall appear and may, upon two (2) days notice in writing to the other party, have council pre-sent at formal levels.

B. Meetings and hearings under this procedure shall not be conducted in public and shall include such parties and only such parties in interest and their designated or selected representatives heretofore referred to in this Grievance Procedure. The vote on the Board's decision on Level Three grievances shall be made in open sessions.

C. When it is necessary for a party or parties in interest to attend a board meeting, or a hearing called during the working day, the Director shall so notify the party or parties in interest, immediate supervisor, and the party or parties in interest shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

D. At all hearings conducted under this procedure, the aggrieved person and the administrative representative may call witnesses and present evidence that is relevant to the matter being considered. The Board may request that other witnesses be called for questioning by the parties.

Substitute teachers shall be paid at a rate consistent with the respective local school policy. In the event that a teacher is absent for more than ten consecutive days, or if an absence of that duration is anticipated, then the Director will have the authority to negotiate with a capable substitute teacher at a rate outside of local school policy.

Associated School Boards of South Dakota	NEPN Code: JGB
NWAS Policy # 4117 Adopted July 2018	

RESTRAINT AND SECLUSION

I. Policy Rationale and Philosophy:

Reasonable efforts should be made to prevent the use of restraint and the use of seclusion. A non-aversive effective behavioral system such as Positive Behavioral Intervention and Supports (PBIS) should be used to create a learning environment that promotes the use of evidence-based behavioral interventions, thus enhancing academic and social behavioral outcomes for all students.

The District believes that the school environment should be one in which the care, safety, and welfare of all students and staff members are priorities. Efforts to promote positive interactions and solutions to potential conflict should be extensive. In the event that an individual's behavior presents a threat of imminent harm to self or others the use of approved physical intervention or seclusion strategies to maintain a safe environment may be used as a last resort.

II. Definitions:

a. Positive Behavior Interventions and Support:

- i. A school-wide systematic approach to embed evidence-based practices and data driven decision making to improve school climate and culture in order to achieve improved academic and social outcomes, and increase learning for all students, and
- ii. Encompasses a wide range of systemic and individualized positive strategies to reinforce desired behaviors, diminish reoccurrences of challenging behaviors and teach appropriate behavior to students.

b. Physical Restraint:

- i. The use of physical contact that immobilizes or reduces the ability of a student to move their arms, legs, body, or head freely. Such term does not include a physical escort, mechanical restraint, or chemical restraint.
- ii. Physical restraint does not include brief, but necessary physical contact for the following or similar purposes:
 1. To break up a fight;
 2. To knock a weapon away from a student's possession;

3. To calm or comfort;
4. To assist a student in completing a task/response if the student does not resist the contact;
5. To prevent an impulsive behavior that threatens the student's immediate safety (i.e. running in front of a car).

c. Seclusion:

The involuntary isolation of a student in a room, enclosure or space from which the student is prevented from leaving by physical restraint or by a closed door or other physical barrier. It does not include a timeout.

d. Time out:

A behavioral intervention in which a student, for a limited and specified time, is separated from the class within the classroom or in a non-locked setting for the purpose of self-regulating and controlling his or her own behavior. In a timeout, the student is not physically restrained or prevented from leaving the area by physical barriers.

III. Requirements for the use of Physical Restraint:

Physical restraint may be used only when there is an immediate risk of physical harm to the student or others and no other safe and effective intervention is possible, if physical restraint is applied the staff member must;

- a. implement in a manner that is age and developmentally appropriate;
- b. ensure safety of other students and protect the dignity and respect of the student involved. Combine use with other approaches (non-physical interventions are always preferred) that will diminish the need for physical intervention in the future;
- c. use the least amount of force necessary, for the least amount of time necessary;
- d. be appropriately-trained;
- e. continually observe the student in restraint for indications of physical or mental distress;
- f. contact appropriate emergency entities according to district crisis policy if at any point the staff assesses that the intervention is insufficient to maintain safety of all involved;
- g. remove the student from physical restraint immediately when the immediate risk of physical harm to self or others has dissipated; following the use of physical restraint, the individual should be assessed for injury or psychological distress and monitored as needed following the incident.

IV. **Prohibited Practices for Use of Restraints:**

Staff members are not to use any physical restraints for which they have not been trained by the district. Staff members are not to use any unauthorized physical restraints. This includes but is not limited to:

- a. Prone restraint, which is physical pressure applied to any part of the student's body to keep the student in a face down position on the floor or other surface, except when the use is necessary and reasonable in manner and moderate in degree;
- b. Any form of physical restraint that involves the intentional, knowing, or reckless use of any technique that involves the use of pinning down a student by placing knees to the torso, head, and or neck of the student;
- c. Using any method that is capable of causing loss of consciousness or harm to the neck or restricting respiration in any way;
- d. Uses pressure point, pain compliance, or joint manipulation techniques;
- e. Corporal punishment;
- f. Dragging or lifting of the student by the hair or ear or by any type of mechanical restraint;
- g. Deprivation of basic needs;
- h. Chemical restraint;
- i. Mechanical restraint (that does not include devices used by trained school personnel, or by a student, for the specific and approved therapeutic or safety purposes for which such devices were designed and, if applicable, prescribed);
- j. Using other students or untrained staff to assist with the hold or restraint;
- k. Securing a student to another student or fixed object;
- l. Aversive behavioral interventions; or
- m. Seclusion in a locked room or area.

V. **Requirements for Use of Seclusion:**

Given a threat of immediate risk of physical harm to the student or others, the following principles must always be applied:

- a. A room or area used for seclusion must:
 - i. provide for adequate space, lighting, ventilation, clear visibility and the safety of the student; and

- ii. not be locked.
- b. Staff must:
 - i. implement in a manner that is age and developmentally appropriate;
 - ii. ensure safety of other students and protect the dignity and respect of the student involved;
 - iii. the least amount of time necessary;
 - iv. be appropriately-trained;
- c. staff must continually observe the student for the duration of the seclusion;
- d. if at any point the staff assesses that the intervention is insufficient to maintain safety of all involved, emergency personnel will be contacted;
- e. seclusion ceases when the immediate risk of physical harm to self or others has dissipated;
- f. upon each use of seclusion, the student shall be assessed for injury or psychological distress and monitored as needed following the incident.

VI. Prohibited Practices for Use of Seclusion:

- a. Use of seclusion in any environment that does not meet the above criteria.
- b. Deprivation of basic needs;
- c. Seclusion shall not be used;
 - i. As a form of discipline/punishment;
 - ii. As a means to coerce, retaliate or in a manner that endangers a student;
 - iii. For the convenience of staff;
 - iv. As a substitute for an educational program;
 - v. As a substitute for less restrictive alternatives;
 - vi. As a substitute for inadequate staff; and/or
 - vii. As a substitute for positive behavior supports or other crisis prevention.

VII. Reporting and De-Briefing Requirements after the use of Physical Restraint or Seclusion:

- a. The staff member(s) using physical restraint or seclusion shall complete all district required reports and document staff's observations of the student.
 - i. As soon as possible under the circumstances the staff member(s) using physical restraint or seclusion shall inform the appropriate school administrator of the use of physical restraint or seclusion.
 - ii. The District's Incident Report shall be completed upon occurrences of physical restraint or seclusion.
 - iii. Completion of the form and submission of the Incident Report to the appropriate administrator must be done the same day the staff member(s) used physical restraint or seclusion.
 - iv. An administrator shall attempt to contact the parent/guardian during the same day of incident.
 - v. A copy of the Incident Report must be made available to parent/guardian by the administrator within 24 hours after receipt of the Incident Report.
- b. The administration shall conduct a de-briefing with all involved staff and parents and, if appropriate, the student;
 - i. Debrief utilizing the District's Debriefing Form.
 - ii. Evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs;
 - iii. During the debrief, if the behavior is noted as a pattern of dangerous behavior that leads to the use of restraint and/or seclusion, a Functional Behavior Assessment, and/or a Behavior Intervention Plan must be completed.

VIII. Training and professional development:

- a. The district will ensure that an appropriate number of personnel in each building are trained in crisis management and de-escalation techniques.
- b. The school district will maintain written or electronic documentation on training provided and lists of participants in each training.
- c. All student personnel shall be trained annually on this policy.

IX. District Monitoring:

- a. The school board and superintendent shall monitor the implementation of this policy.
- b. This policy shall be accessible on the district's website.

- c. The district shall notify all parents annually on the school's website of its policy on seclusion and restraint.

X. Complaint:

- a. A parent/guardian who feels that a school employee violated this policy may file a complaint pursuant to Policy KL: Complaint Against School Employee.
- b. If the student is a student with a disability, the parent/guardian of the student with a disability may file a complaint with the South Dakota Department of Education, Office of Special Education instead of filing a complaint pursuant to Policy KL: Complaint Against School Employee.

Notes:

(1) Section VII (a)(ii) and (b)(i) refers to ASBSD sample policy exhibits JGB-E(1):Restraint and Seclusion - Incident Report Form, and JGB-(E2):Restraint and Seclusion - Debriefing Form. Your District may use a different Incident Report Form and Debriefing Form.

(2) Section X. a. and b. refer to ASBSD sample policy KL: Complaint Against School Employee. If your district's Complaint Against School Employee policy is coded differently than KL, your district's policy would be referenced in section X.

Legal References: **SB 46 (2018)**

Cross References: KL: Complaint Against School Employee

Associated School Boards of South Dakota	NEPN Code: JGB-E(1)
NWAS Policy # 4117 Adopted July 2018	

**RESTRAINT AND SECLUSION
INCIDENT REPORT FORM**

Student Name _____
Date of incident

Does this student have a disability? ____ Yes ____ No

If yes, what is the disability? _____

Student ethnicity: _____ Student gender: _____

Teacher/class/grade _____

Staff person(s) initiating restraint; others present/involved:

Staff person(s) initiating seclusion; others present/involved:

Describe the behavior that led to restraint/seclusion, including time, location, activity, others present, other contributing factors:

Procedures used to attempt to de-escalate the student prior to using restraint/seclusion:

Describe the restraint/seclusion:

Duration of time of restraint/seclusion

Staff member submitting report

Submitted to Administration at _____ time _____ date

Adopted: 4/19/2018 Revised: Reviewed:

Associated School Boards of South Dakota	NEPN Code: JGB-E(2)
NWAS Policy # 4117 Adopted July 2018	

**RESTRAINT AND SECLUSION
DEBRIEFING FORM**

Student: _____ Date of Incident: _____

Date of Debriefing: _____

Present:

Name	Position	Signature	Has the staff completed restraint training?

1. Give a brief description of the circumstances (antecedents) leading up to this incident.
2. Give a summary of the incident.
3. What was the intervention used?
4. What was the outcome?
5. From information gained, what changes (if any) should be made?
6. Has a support plan been initiated? ___Yes ___No
 If yes, who was contacted?
7. If applicable, how will the support plan affect any of the following:
 - Behavior intervention plan (BIP)
 - 504 plan
 - Individualized Education plan (IEP)
 - Does the team need to reconvene?

If yes, name of person responsible for notifying the team

BIP ___Yes ___Date ___N/A

504 ___Yes ___Date ___N/A

IEP ___Yes ___Date ___N/A

8. Is this a repeated instance of restraint or seclusion, if so, a Functional Behavioral Assessment (FBA) shall be conducted. Has an FBA been initiated? Yes
 No / completed? Yes No

NOTE: Process for requesting additional help. (District should insert their specific process to direct teams in next steps for additional help)

9. Additional comments (if any)

Adopted: 4/19/2018 Revised: Reviewed:

4200

Salary index guidelines for certified personnel shall be adopted annually.

4210

Salaries for certified personnel of the Northwest Area Schools Multi- District/Educational Cooperative shall be determined by the approved salary guidelines. The board shall make every reasonable effort to maintain said guidelines, but it also reserves the right to hire incoming personnel off the guideline in the case of hardship or emergency due to lack of qualified applicants.

4211

New personnel with additional training and/or experience shall be placed on the salary guideline. The location of such placement will be negotiated with the Northwest Area Schools Director and approved by the Northwest Area School Multi-District Center Board or the Northwest Area Schools Educational Cooperative Governing Board.

August 2002

4212

Any Multi-District certified employee who, on or before September 1st, can demonstrate evidence of having advanced from one educational category to a higher one, will have salary adjustments to the amount allowed on the approved salary guideline. Hours on the salary schedule shall be interpreted as semester hours. Employees shall notify Northwest Area Schools Business Manager and/or Director in writing prior to May 1st of their intention of gaining additional hours which will grant them a lane change in the salary schedule for the following school year.

All credits must be earned in residence, extension or workshops from a source approved by the Multi-District Center Board or the Administration and the Division of Elementary and Secondary Education. All additional hours of credit must be applicable to a higher degree or, a course related to improvement in their respective teaching field, and have been earned after the date of last lane change in order for the credits to count for lane advancement.

Any Special Education certified employee who, on or before September 1st, can demonstrate evidence of having advanced from one educational category to a higher one, will have salary adjustments to the amount allowed on the approved salary guidelines for Early Childhood or Speech. Employees shall notify Northwest Area Schools Business Manager and/or Director in writing prior to May 1st of their intention of gaining an advanced degree which will grant them a lane change in the salary schedule for the following school year.

September 2013

4214

Previous experience for employees of the Northwest Area Schools Multi- District (vocational education) shall be interpreted as experience in a Reimbursed Vocational Education Program and will result in One (I) Step to and including the highest step negotiated upon hiring.

Teaching experience in a related field, will result in One (I) Step for each two (2) years taught.

July 2008

4215

Teaching experience allowed for placement on the Multi-District salary guideline is defined as "teaching in an approved school/program or reimbursable school/program. A year of experience is defined as a regular nine month contract term.

May 2013

4300

All employees shall be paid on a twelve (12) month basis. Any change in this procedure shall be approved by the Multi-District/Educational Cooperative Director prior to release of employee's first salary payment. Compensation for employment that ends before a new calendar year will be paid prior to two (2) months into the succeeding calendar year.

July 2008

4310

All salary checks will be issued on the 20th day of each month or if the 20th falls on a Saturday, Sunday or Monday Holiday, the checks will be issued on the preceding Friday. If an employee requests salary payment to be mailed to an address other than Isabel, South Dakota, said payment will be put in the mail two days prior to issuing as stated above.

July 1999

4311

Any person serving as an instructor for a General Interest class shall receive compensation for such services at a rate established between the Northwest Area Schools Director and the instructor.

August 2002

4312

It is not the intent of the board to regularly compensate Speech Language Pathologists if they are assigned to a different school district from their previous contract, but if it is in the best interest of the Educational Cooperative to relocate a Speech Language Pathologist, the board does reserve the right to compensate said teacher if they deem it appropriate. The amount will be negotiated at the time of the request of the relocation.

August 2002

4313

Northwest Area Schools Educational Cooperative will pay \$250 per credit earned towards an approved Master's Program on Speech Pathology/Communication Disorders and/or Special Education or an approved Speech Language Pathology Assistant Program. Said payment will follow the Tuition Reimbursement Contract on file in the NWAS Business Office. Each class will have prior approval by the administrator. Any employee participating in a Tuition Reimbursement Contract will agree to a NWAS employment commitment upon completion of a Master's degree or a Speech Language Pathology Assistant degree for a period of four consecutive years or will pay back all educational bonuses paid out for the Master's degree or an SLPA degree within a six month period of breaking the agreement.

May 2013

4314

Northwest Area Schools Multi-District/Educational Cooperative will reimburse any employee "required" to travel in his or her personal vehicle to or from the work-site/conference at the current state rate as long as it has the prior approval of the multi-district/educational cooperative director. "Required" will be understood to mean authorized by the multi-district/educational cooperative director, prior to using their personal vehicle.

If an employee's privileges for driving a coop car have been revoked, NWAS will not reimburse the employee for the use of their personal vehicle.

Any exception(s) to this policy must be authorized by the multi-district/educational cooperative director or his/her designee.

Approved July 2018

4315

Car Use Mileage Rate

It is the policy of Northwest Area Schools Multi-District/Educational Cooperative to charge all programs that use Northwest Area Schools vehicles at a rate that is the average between state rate and federal rate.

4316

NWAS Multi-district/Ed. Coop may provide a car for business use to any employee required to travel from home to a work-site or between multiple work sites.

The coop car is to be driven within the geographical boundaries of the coop or the employee's work area. If the employee lives outside of the geographical boundaries of the coop, the director will designate a home work site for that employee, from which to initiate travel with the coop car.

Exceptions to the above policy due to hardship may be made at the discretion of the director.

Definitions

Geographical boundaries - include the area within the district boundaries of member schools.

Employee's work area - includes the area in which an employee must drive to fulfill his or her duties, as certain employees serve schools and attend work-related events outside the geographical boundaries of the coop in fulfilling their normal job duties.

Hardship -consists of situations in which an employee's working conditions or work-site have changed since date of hire, or a unique situation that arises due to efforts in hiring an employee for a position which is difficult to fill.

Work site - A place which an employee is assigned to report in order to fulfill his or her job-related duties.

July 2006

4317

The Northwest Area Schools Multi-District/Educational Cooperative Director may revoke the privilege of driving a coop car for disciplinary reasons. Behaviors that may result in revocation of privileges include, but are not limited to: driving a coop car after consuming alcohol or illegal drugs, smoking in a coop car, abuse or neglect of a coop car, the employee being placed on high risk insurance, or violation of conditions outlined in the vehicle use agreement each employee is required to sign annually.

August 2007

4318

Northwest Area Schools Multi-District/Educational Cooperative will provide a group health insurance plan for full-time employees and will pay such portion of the premium as determined annually. Less than full-time employees see Appendix for benefits.

4319

Salaried full-time employees may be covered by the school group insurance plan, which includes hospitalization, and a single employee premium will be paid by employer up to a maximum dollar amount according to current negotiations. Employees electing to obtain family coverage shall pay the difference in premium cost, said employer to deduct this amount from employee's monthly salary payment. Effective date of insurance coverage for new employees shall be the first day of the month following their first day of employment unless other arrangements are made.

Coverage may be extended upon employee-employer separation. For further information contact the office. See Appendix for further details.

August 2002

4320

Retirement of Professional Staff Members

Option to Continue Whole Health Coverage for Retirees

If you are an eligible retired employee, you may continue in the group health coverage offered by the Northwest Area Schools Multi-District/Educational Cooperative at the retiree's own expense; available to age 65.

- In order to be eligible for this, the retiree must have provided (15) years of full-time continuous service for the NWAS Cooperative.
- Must have reached age (55).

Participation Guidelines

- The NWAS Board must receive written notice no later than the May Board Meeting.
- The retiree may drop participation at any time he/she requests in writing to the NWAS Board.
- Once coverage is dropped, retiree could not return to the program.
- Continuation of coverage may be terminated or denied for any of the following reasons:
 - Person is employed and medical insurance is available through their employer.
 - The contribution for continuation coverage is not paid on time.
 - Entitlement or enrollment in Medicare.
 - The NWAS Cooperative no longer provides group health coverage.
 - Your continuation period ends.

Dependent Coverage

- Continues for as long as they remain qualified dependents.
- Qualified dependents include your spouse, if not divorced or legally separated from you, your unmarried, dependent children up to age 19 who are not employed on a full-time basis or dependent children who are full-time students up to age 23.

August 2002

4321

Certified, Multi-District classroom instructors would be paid \$105 per day for sick leave days beyond the maximum carryover days of 60. This will be in addition to the \$35.00 per day they already receive according to the negotiated agreement.

Approved July 2018

4400

Full-time hourly waged personnel are those employed 52 weeks per year/40 hours per week.

July 1996

4410

The hourly waged personnel work week will be Monday through Sunday.

October 1985

4411

The hourly waged personnel salary will be no less than the established minimum wage guidelines.

October 1985

4412

Any overtime for the hourly waged personnel must have prior approval by the Director.

October 1985

4500

SICK LEAVE

- A. Each full-time employee may accumulate Ten (10) days sick leave per year with two (2) days granted at the end of the first full month of employment, and one day per month for each full month thereafter to the maximum of the 10 days per year. Unused sick leave may be accumulative to a maximum of sixty (60) days for the term of employment. After having accumulated the maximum sick leave, refer to the Negotiation Agreement, 1999.
- B. Any employee classified as a full-time employee but hired for less than a full contract period may accumulate sick leave on a pro-rated basis (one day per month) determined by the number of months to be worked during that contract year.
- C. A first year employee MAY be loaned up to five (5) days sick leave if needed prior to the time sick leave has been earned. Any borrowed days will be deducted from the regular 10-day annual benefit.
- D. No sick leave may be taken for less than one-half day.
- E. Sick leave may be taken for illness in the immediate family as well as for personal illness.
 - a. Immediate family will be defined as husband, wife, mother, father, children, brother, sister, parents or grandparents of the employee or of the employee's spouse.
- F. No more than five (5) days sick leave per year may be used for death in the immediate family unless PRIOR approval is obtained from the Multi-District/Cooperative Director.
- G. Employees are REQUIRED to notify their respective school AS WELL AS the central business office in Isabel of their need to take sick leave. Each employee shall file a written notification of use of sick leave with the business manager as soon as possible following the absence.
- H. Any sick leave taken over and above the amount earned shall be deducted from the employee's paycheck at the rate of $1/(\text{number of contract days times employee's salary})$.
- I. The Northwest Area Schools Multi-District/Educational Cooperative Director or his authorized designee may require a physician's statement certifying disability or illness. The Multi-District/Cooperative Board may require an examination by a doctor designated by the board and the board may grant or deny sick leave on the basis of a recommendation resulting from such examination. The fees charged by a board designated doctor will be paid by the Multi-District/Cooperative. If sick leave request is found to be invalid, the employee's pay shall be deducted by the number of days taken at the rate of $1/(\text{number of contract days times employee's salary})$.

4500a

DISCRETIONARY LEAVE (Education Coop)

- A. Any employee classified as a full-time employee but hired for less than a full contract period may accumulate Discretionary Leave on a pro-rated basis (one day per month) determined by the number of months to be worked during that contract year.
- B. No Discretionary Leave may be taken for less than one-half day.
- C. Employees are REQUIRED to notify their respective school AS WELL AS the central business office in Isabel of their need to take Discretionary Leave. Each employee shall file a written notification of use of Discretionary Leave with the business manager as soon as possible following the absence.
- D. Any Discretionary Leave taken over and above the amount earned shall be deducted from the employee's paycheck at the rate of 1/ (number of contract days times employee's salary).
- E. Education Coop. employees follow Negotiated Agreement 2018 in regards to Discretionary Leave.

Adopted July 2018

4510

PREGNANCY LEAVE

Pregnancy will be treated the same as any other medically related leave.

May 1985

4511

EMERGENCY LEAVE

The Northwest Area Schools Multi-District/Educational Cooperative Director MAY grant in addition to sick leave, emergency leave of a maximum of one (1) day per year.

1. Prior approval by the Multi-District/Cooperative Director must be obtained AT LEAST 24 hours prior to taking the leave.
2. Emergency Leave is defined as leave needed by an employee due to conditions beyond their control and shall include, but not be restricted to, the following examples:
 - a) Death and funeral of a family member or a close friend.
 - b) Court Subpoena.
 - c) Request for tax audit.
 - d) Family emergency.
3. Emergency leave MAY NOT be used for recreational purposes.
4. The Multi-District/Cooperative Director may require proof of validity. If proof is invalid, the employee's pay shall be deducted by the number of days taken at the rate of 1/number of contract days times the employee's salary.

August 2002

4512

PROFESSIONAL LEAVE

The Northwest Area Schools Multi-District/Educational Cooperative Director may grant leave to increase ability of an employee to meet the needs of his/her job responsibilities.

All requests for Professional Leave shall be approved by the immediate supervisor AND Director with written leave request submitted to the central business office BEFORE the leave takes place.

The Director of the Multi-District/Cooperative shall determine what expenses shall be paid by the Multi-District/Cooperative.

4513

In the event an employee of Northwest Area Schools Multi-District/ Educational Cooperative is called for Legal Leave, such as Jury Duty, Military Leave, or any other leave that the Multi-District/Educational Cooperative is legally obligated to grant, such employee shall be paid his / her regular salary minus compensation received for such leave. Mileage and per diem payment received for such leave shall not be classified as deductible compensation.

If the compensation exceeds the employee's regular salary, it will be at the employee's discretion as to which compensation they will receive.

November 1989

4514

ANNUAL LEAVE

All full time employees on a 12 month contract shall be allowed a minimum of one working day with pay of annual vacation leave for each full month worked to a maximum of ten (10) working days per year, not to be accumulated unless otherwise specified in contract.

All annual leave shall be taken only upon prior approval by the Director or designee. See appendix for further details. Less than full time employees see appendix as well.

May 2009

4515

PERSONAL LEAVE

- A. The Multi-District/Educational Cooperative Board shall grant to all full-time employees five (5) days of personal leave per contract year.
- B. Said leave must be approved by the Director and must be cleared with local school administration.
See Appendix for further details.

September 2013

Associated School Boards of South Dakota	NEPN Code: GCBDE-R(1)
Nwas Policy #4516 Adopted July 2020	

FAMILY AND MEDICAL LEAVE PROCEDURES

REASONS

In compliance with the Family and Medical Leave Act of 1993 and under procedures developed by the Superintendent/Director, leave shall be granted to eligible employees for the following reasons:

1. For the birth and care of an employee's newborn child or for placement of a child with the employee for adoption or foster care;
2. To care for the employee's spouse, child, or parent who has a serious health condition, as defined by federal law;
3. For an employee's own serious health condition, as defined by federal law, that makes the employee unable to perform the employee's job;
4. To address a qualifying exigency (need) defined by federal regulation arising out of the active duty or call to active duty of a covered family member (spouse, son, daughter, parent or next of kin) who serves in a reserve component or as a retired member of the Regular Armed Forces or Reserve in support of a contingency operation; and
5. To care for a covered family member (spouse, son, daughter, parent or next of kin) who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces that may render the family member medically unfit to perform duties of his/her office, grade, rank or rating.

NOTICES AND DEADLINES

- Employees who may be eligible for or who request leave for any of the above reasons shall be provided an FMLA notice of eligibility and rights and responsibilities. Requests for family and medical leave should be made in writing but verbal requests may be made to the immediate supervisor or other designated administrator who shall then document the request. The District may require that a request for leave be supported by a certification for health care or military-related situations as permitted by federal law, but such requirements must be set out in the required notice.

Deadline for Notice to be Provided: Absent extenuating circumstances, within five (5) business days of District receipt of a request or the District being made aware of a potentially qualifying reason.

- The District shall designate an employee's leave, paid or unpaid, as FMLA-qualifying and shall provide a designation notice indicating whether the request is approved or

- if additional information is needed. Leave may be delayed if the employee does not provide proper notice (30 days advance notice for a foreseeable leave); otherwise, notice as soon as the need becomes known).

Deadline for Notice to be Provided: Absent extenuating circumstances, within five (5) business days of learning that an FMLA reason supports the leave.

ELIGIBILITY

Employees are eligible for up to twelve (12) workweeks of family and medical leave each school year, if they have been employed by the District for twelve (12) months, have worked at least 1,250 hours during the twelve (12) months preceding the start of the leave, and otherwise qualify for family and medical leave. When family and medical leave is taken to care for a service member's recovery from a serious illness or injury sustained in the line of duty, an eligible employee may take up to twenty-six (26) workweeks of leave during a single twelve-month period.

Full-time teachers are presumed to have worked at least 1,250 hours during a school year. In determining whether returning veterans meet the minimum 1,250 hour standard, hours actually worked for the District during the twelve-month period are to be combined with hours they would have worked for the District had they not been called for military service. In situations involving both the Americans with Disabilities Act (ADA) and FMLA, the District shall apply the law affording the employee the greater benefit.

RESTRICTIONS

To the extent that an employee is entitled to any paid leave, such leave shall be taken and it shall run concurrently with family and medical leave, except that the employee may request to reserve ten (10) days of sick leave. (This requirement shall not apply to employees taking workers' compensation leave.) However, when an employee's work-related injury/medical state qualifies as a serious health condition, worker's compensation leave shall run concurrently with the twelve (12) work week entitlement.

Paid leave used by the employee as required under this policy shall count, as applicable, against the twelve (12) or twenty-six (26) FMLA workweek entitlement.

Entitlement to family and medical leave for the birth and care of a newborn child or placement of a child shall expire twelve (12) months after the date of such birth or placement.

When both husband and wife are employed by the District, the combined amount of family and medical leave for reasons other than personal illness or illness of a child shall be limited to twelve (12) workweeks. In cases of personal illness or illness of a child, each spouse is entitled to twelve (12) workweeks of family and medical leave.

Exception: The limit on the combined amount of family and medical leave shall be twenty-six (26) workweeks when both an eligible husband and wife are employed by the District and are eligible for leave that involves a covered Armed Forces service member.

Depending on the date family and medical leave is to begin, instructional employees as designated by federal regulation may be required to continue on leave until the end of the school term to avoid disruption.

Unused family and medical leave shall not accumulate from year to year.

INTERMITTENT LEAVE / REDUCED HOURS

Family and medical leave may be taken intermittently (when medically necessary) or on a reduced hours basis.

CONTINUATION OF BENEFITS

While on family and medical leave, employees shall be entitled to all employment benefits accrued prior to the date on which the leave commenced. Health insurance for an employee on family and medical leave shall continue to be provided by the state on the same basis had the employee not taken leave. Other employment benefits and seniority shall not accrue during unpaid family and medical leave.

RETURN TO WORK

As noted by the required notice of eligibility and rights and responsibilities when family and medical leave is taken due to an employee's own serious health condition, the employee shall provide fitness-for-duty certification before returning to work. This may include certification by the health care provider that the employee is able to perform essential functions specific to the job, as noted by the District in a list attached to the certification form.

Upon return to work, the employee shall be entitled to his/her same position (or an equivalent position with equivalent pay) with corresponding benefits and other terms and conditions of employment.

NOTICE

The District shall notify employees of family and medical leave provisions by posting appropriate notices in conspicuous places in the Central Office and each worksite and distributing notices as required by law.

Legal References: Public Law 103-3 (Family and Medical Leave Act of 1993)
Title 29 CFR Part 825 (Family and Medical Leave Act)

Formulated: Reviewed 2/7/2013; Revised: 7/1/2009

Adopted by NWAS: July 2020 as Policy #4516

4600

A file of personnel records shall be maintained in the NWAS Business Manager's office for each employee of the Northwest Area Schools (NWAS). A file shall be kept for all resigned or retired employees, including such essential information as shall seem appropriate to the administration as specified by state and federal laws.

CONFIDENTIALITY

Personnel information concerning district employees is generally confidential and may be reviewed only on a "need to know" basis under conditions which guarantee management's right of access to information necessary to make judgments and the protection of the employees of NWAS against unnecessary invasion of privacy. Some personnel information is "public record" and must be released to any person upon request.

The Director shall notify an employee and a collective bargaining representative, if any, in writing when a request is made for disclosure of the employee's personnel, medical, or similar files, if the Director reasonably believes disclosure would invade the employee's privacy. The records will be disclosed unless written objection is received from the employee or the employee's collective bargaining representative, within seven business days from the receipt by the employee or the collective bargaining representative.

Records of an employee's evaluation shall not be released without the written consent of the employee.

Files containing medical information regarding an employee will be kept separate from other personnel files.

TYPES OF INFORMATION

It shall be the responsibility of each certificated employee to see that there is filed with the district any record of prior teaching experience. In addition, if the teacher has rendered military service, the proof of discharge from the service must be furnished. It is the obligation of the employee to see that information, which will maintain the employee's personnel file on a complete and up-to-date basis, is sent to the Director's office. The records shall contain the following information:

1. The correct name and the current address and telephone number of the employee;
2. An accurate record of the work experience of the employee;
3. Current data on education completed, including the transcripts of all academic work;
4. Proof of requirements fulfilled in order to be eligible for salary;
5. Current data on credentials;
6. Any current data requested concerning the health of the employee, or medical examinations which the employee may have undergone;
7. Records of assignment;
8. Evaluations of performance;
9. Letters of commendation, reprimand, or omission of duty;
10. Other materials mutually agreed upon between the principal and the teacher or supervisor and employee.

USE OF PERSONNEL RECORDS

All the contents of the personnel records file, with the exception of evaluations, comments, or recommendations provided to the district on a confidential basis by universities, colleges, or persons not connected with the district, shall be available for inspection by the employee concerned. NWAS reserves the right to have a member of the Director's office staff present at the time the employee inspects his or her personnel file for the purpose of explaining and interpreting the information therein. Similarly, at the time the record is reviewed, the employee shall have the right to have present a representative of his or her own choosing, if desired.

The employee shall have the right to respond to all materials contained in the personnel file and to any materials to be placed in the file in the future. Responses shall become part of the file.

Any complaints directed towards an employee, which are placed in the personnel file, are to be promptly called to the employee's attention in writing.

PARENTAL NOTICE

If the school district receives Title I funds, the No Child Left Behind Act requires the district to provide parents with notice that they may request information about the professional qualifications of classroom teachers. The notice to parents must include the following:

1. Whether the teacher has met state qualifications for the grade levels and subject areas taught;
2. Whether the teacher is teaching under emergency or other provisional status;
3. The baccalaureate degree of the teacher and any other graduate certification or degree held by the teacher, and the subject area(s) of the certification or degree;
4. Whether the child is provided services by paraprofessionals, and, if so, their qualifications.

If a parent requests the above-listed information, the district is required to provide the information in a timely manner. If the district has hired a teacher who is not highly qualified and the teacher has taught a child for four or more weeks, the district is required to provide the parents notice that their child has been taught by a teacher who is not highly qualified.

Legal References: SDCL 60-4-12.; P.L. 107-110, No Child Left Behind Act of 2001; The Americans with Disabilities Act

September 2013

4700

Prior approval by the Director is required for money collected on behalf of Northwest Area Multi-District by personnel other than the business manager. Procedures for handling such money will be set forth by the business manager and will be made available in the business office.

February 2008

4710

All bank accounts established or maintained by Northwest Area Multi-District personnel shall have two authorized signatures, one of which shall be the business manager of Northwest Area Schools.

February 2008

4720

In the event the cooperative schools would have an all staff in-service, the funding mechanism would refer to Policy 3112. If the in-service addresses targeted content areas, those participating would be billed equally.

4730

Under certain conditions and/or circumstances, the Northwest Area Schools Multi-District/Educational Cooperative may pay up to one-half (1/2) of an interviewee's expenses. If a contract is offered and accepted, the Multi-District/Educational Cooperative may pay up to 100% of interviewees expenses based on receipts or shortest mileage per map.

4740

All Northwest Area Schools buildings and vehicles shall be smoke free.

August 2002

4750

The completion of a student survey will be conducted by the Northwest Area Schools Director on an as needed bases or by request from the Northwest Area Schools Board.

August 2002

STUDENTS

5000

The following notice shall be posted in each mobile classroom and a copy given to each student at enrollment time to be endorsed by parent or guardian:

“NOTICE TO THE PARENTS OF STUDENTS ENROLLED IN THE NWS MOBILE UNIT”:

Your son/daughter is enrolled in a mobile classroom which contains texts, equipment and many other materials owned by the South Dakota Department of Vocational Education. As such, these items are classified as school property. Your son/daughter will use and be responsible for intentional damage or loss of such property. This is in accordance with South Dakota Law 13-32-5 as stated below:

13-32-5: Injury to school property as grounds for suspension or expulsion -- liability of parents for damages.

Any student who cuts, defaces, or otherwise injures any schoolhouse, apparatus, or outbuilding thereof, is liable to suspension or expulsion; and, on the complaint of the teacher to any member of the school board, the parents or guardians of such student shall be liable for all damages.

This does not mean that the student must repair or replace any piece of equipment that fails when they are using it. It means that the student is responsible for the loss of tools or texts assigned to that student. It also means that the student is responsible for any damage to the classroom or equipment that is determined to be caused by abuse or intentional damage”.

5100

Students of CTE programs may run a business model during their course. These businesses will not be for profit, but will be utilized to purchase materials for the sustainability of the course.

April 2011

5200

Any student enrolled in a Northwest Area Schools Multi-District/Educational Cooperative class cannot be suspended or dismissed unless due process has been followed as is stated in the respective local school policy.

ADDENDUM TO POLICY MANUAL

APPENDIX TO POLICY MANUAL

EMPLOYEE CLASSIFICATIONS

GROUP 1	All full-time employees whose workplace is outside of the schools, except director and business manager.
GROUP 2	Employees whose workplace is in the local schools, such as speech clinicians, CTE instructors, full-time classroom aides, Early Childhood special educators and psychologists.
GROUP 3	Director and business manager.
GROUP 4	Less than full-time employees.
GROUP 5	Grant Employees (Those contracts for which NWAS serves as the fiscal agent).

Insurance Benefits

GROUPS 1 & 2	Full individual coverage up to the limit set by the NWAS Board as per negotiated agreement.
GROUP 3	Full family policy paid.
GROUP 4	Less than full-time employees receive health benefits according to their contracts. Less than full-time employees must work 24 hours or more per week to be eligible and will receive a prorated amount, as established by the director, based on percentage of hours worked compared to a 40 hour week.
GROUP 5	May be considered within the Grant Allocation pursuant to NWAS policy.

Employee Holidays

GROUP 1	Will follow the NWAS adopted calendar for their employee classification.
GROUP 2	Will follow the local school calendars.
GROUP 3	Will follow the NWAS adopted calendar for their employee classification.
GROUP 4	If the employee works specified days and 24 hours or more per week, they will follow the holiday schedule listed below and will receive pay only if the holiday is on their scheduled day. A Saturday holiday will be observed on the prior Friday and a Sunday holiday will be observed on the following Monday.
GROUP 5	May be considered within the Grant Allocation pursuant to NWAS policy.

**New Year's Day
Presidents' Day
Easter Monday
Independence Day
Columbus/Native American Day
Thanksgiving Day
Christmas Day**

**Martin Luther King Jr. Day
Good Friday
Memorial Day
Labor Day
Veterans' Day
Thanksgiving Friday**

Employee Annual Leave

GROUP 1	10 days per year
GROUP 2	No annual leave
GROUP 3	Annual leave for administration specified in individual employment contracts
GROUP 4	Must work 12 months per year and 24 hours or more per week. Annual leave for part-time employees will be prorated according to their 40-hour week. <ul style="list-style-type: none">• 24 to 27 hours - 6 days• 28 to 31 hours - 7 days• 32 to 35 hours - 8 days• 36 to 39 hours - 9 days
GROUP 5	May be considered within the Grant Allocation pursuant to NWAS policy.

Sick Leave

Certified and full-time employees will receive 1 day per month of employment, up to a maximum 10 days per year, accumulated to 60 days. Sick leave for part-time employees will be prorated according to their 40-hour week.

	<ul style="list-style-type: none">• 24 to 27 hours - 6 days• 28 to 31 hours - 7 days• 32 to 35 hours - 8 days• 36 to 39 hours - 9 days
GROUP 5	May be considered within the Grant Allocation pursuant to NWAS policy.

Administrative Regulations for use of NWAS Vehicles

Pursuant to Policy # 4316, an employee of Northwest Area Schools Multi-District or Educational Cooperative may be provided with the use of a coop vehicle for school business. The privilege of using a NWAS vehicle is subject to the conditions set forth in this agreement, and non-compliance with this agreement may result in revocation of such privileges, as stated in Policy # 4317

All NWAS employees assigned a coop car for school business must agree to the following conditions for the use of that vehicle:

- NWAS vehicles will be used only for school business.
- The employee shall never operate a NWAS vehicle under the influence of alcohol, illegal drugs, or other controlled substances that may impair a driver's ability to safely operate a motor vehicle.
- No smoking is allowed in NWAS vehicles.
- The employee will always operate NWAS vehicles safely and legally.
- The employee will be personally responsible for any traffic fines, court appearances, or other personal judgments or penalties incurred from his or her violation of traffic laws while operating a NWAS vehicle.
- The mileage book provided by the administrative office will be kept in the vehicle at all times.
- Mileage records will be turned in to the business office on a monthly basis.
- Registration and proof of insurance for the vehicle will be kept inside the front cover of the mileage book.
- All fuel receipts for the vehicle will be kept by the employee and turned in to the business office on a monthly basis.
- The employee is responsible for ensuring the oil is changed in the car every 3,000 miles.
- The employee will promptly report any mechanical problems or safety issues with the car to the director.
- The employee will be responsible for keeping track of any repair or maintenance receipts for the NWAS vehicle and will turn in those receipts to the business office on a monthly basis.
- The employee is expected to keep the car reasonably clean inside and out.
- The employee will not abuse a NWAS vehicle.
- NWAS vehicles are to be driven only on maintained roadways.
- The employee will be personally responsible for any costs incurred from locking keys in a NWAS vehicle.
- Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.
- South Dakota Statutes concerning electronic wireless communication devices while driving (see back of sheet).

Having read the above conditions for use of a NWAS vehicle, along with all applicable policies outlined in the NWAS Policy Manual, I agree to abide by these conditions or lose the privilege of driving a NWAS vehicle.

Signature

Date

Driver's License Number

Date of Birth

SOUTH DAKOTA STATUTES
CONCERNING ELECTRONIC WIRELESS COMMUNICATION DEVICES WHILE DRIVING
Effective July 1, 2014

32-26-46. Definitions regarding electronic wireless communication devices. Terms used in §§ 32-26-47 and 32-26-48 mean:

(1) "Electronic wireless communication device," a mobile communication device that uses short-wave analog or digital radio transmissions or satellite transmissions between the device and a transmitter to permit wireless telephone communications to and from the user of the device within a specified area;

(2) "Voice operated or hands free technology," technology that allows a user to write, send, or listen to a text-based communication without the use of either hand except to activate, deactivate, or initiate a feature or function; and

(3) "Write, send, or read a text-based communication," using an electronic wireless communications device to manually communicate with any person using text-based communication including communications referred to as a text message, instant message, or electronic mail.

Source: SL 2014, ch 153, § 2.

32-26-47. Use of handheld electronic wireless communication device for text-based communication on highway prohibited--Exceptions--Violation as petty offense. No person may operate a motor vehicle on a highway while using a handheld electronic wireless communication device to write, send, or read a text-based communication. This section does not apply to a person who is using a handheld electronic wireless communication device:

(1) While the vehicle is lawfully parked;

(2) To contact any emergency public safety answering point or dispatch center;

(3) To write, read, select, or enter a telephone number or name in an electronic wireless communications device for the purpose of making or receiving a telephone call; or

(4) When using voice operated or hands free technology.

State or local law enforcement agencies shall enforce this section as a secondary action. A violation of this section is a petty offense with a fine of one hundred dollars.

Source: SL 2014, ch 153, § 1.

32-26-48. Seizure of handheld electronic wireless communication device. No handheld electronic wireless communication device used in violation of § 32-26-47 may be seized by a law enforcement officer to establish a violation of § 32-26-47. However, a handheld electronic wireless communication device may be seized upon compliance with the search and seizure requirements in chapter 23A-35.

Source: SL 2014, ch 153, § 4.

Administrative Rules Pursuant to Policy #4700

Any and all money collected by personnel other than the Business Manager shall be handled as follows:

1. All monies collected from any source except the CTE Vocational Programs shall be submitted upon receipt, to the Multi-District Business Office together with information describing the amount collected, from whom collected, reason for collection and/or any other pertinent information.
2. Monies collected or taken in from the CTE Vocational Programs shall be handled as follows:
 - a. The respective instructor shall be responsible for all monies collected from such activity.
 - b. The instructor shall maintain an appropriate accounting system including a ledger, which shall reflect:
 - 1) Cash Balance.
 - 2) Cash receipts.
 - 3) Merchandise sold (not including sales tax).
 - 4) Merchandise returned by customer;
 - 5) Cash paid out, to whom, for what.
 - 6) Cash on hand or adjusted cash balance.
 - c. Sales tax shall be charged on all sales unless legally exempted. Sales tax due on total sales shall be remitted to the Multi-District business office together with financial accounting of the activity. The central business office will submit sales tax reports quarterly for all sales tax collected.
3. Instructors who will be opening businesses shall prepare a written plan annually regarding the following:
 - a. Purchase of supplies
 - b. Collection of sales tax
 - c. Opening of a bank account

This plan shall be discussed with the Business Manager and shall be on file in the business office.
4. A complete financial statement shall be prepared by the respective instructor and submitted to the Multi-District Business Manager at the end of each semester. Said report will serve as an accountability document and shall contain an itemized breakdown of receipts, expenditures and cash on hand, with complete records made available for internal audit by the Business Manager at any given time if requested.

ACCESSIBILITY CONTINGENCY PLAN (EMPLOYEE)

In an effort to insure that job opportunities are accessible to all regardless of disabling conditions, every effort will be made to facilitate the prospective employee by utilizing the most convenient equipment or facilities. Below is a sample listing of some modifications to fit the needs of disabled employees.

1. Ramps inside and outside building for individuals confined to a wheelchair.
2. Designated disabled parking.
3. Entrance doors to buildings, classrooms, and other areas where disabled may be expected to require access.
4. Equal toilet facilities for the disabled.
5. Adaptive equipment to meet the needs of the disabled.
6. Etc., depending on the disabling conditions.

July 1999

ACCESSIBILITY CONTINGENCY PLAN (STUDENTS)

In an effort to insure that programs are accessible to all regardless of disabling conditions, every effort will be made to move programs to an accessible location. When this is not feasible, building, program and equipment modifications will be made to fit the needs of the student. Below is a sample listing of some modifications to fit the needs of disabled students.

1. Ramps inside and outside building for individuals confined to a wheelchair.
2. Entrance doors to buildings, classrooms, and other areas where disabled may be expected to require access.
3. Adaptive equipment to meet the needs of the disabled.
4. Etc., depending on the disabling conditions.

July 1999

A. GENERAL: TITLE IX of the Education Amendments of 1972 declares:

.....No person in the United States shall on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance.

This Multi-District/Educational Cooperative, a receiver of federal financial assistance, in order to continue receiving such federal financial assistance, must comply with Title IX and the regulations promulgated through the US Department of Health, Education and Welfare by the Department's office for Civil Rights interpreting Title IX.

In addition to the sanction of non-receipt of federal funds however, the governing board is of the general view that discrimination on the basis of sex in any education program or activity of this Multi-District/Cooperative is not to be permitted except where necessary to accomplish a specific purpose that does not impinge upon essential equality of fundamental fairness in the treatment of students or employees of this Multi-District/Cooperative. Accordingly, employees of this Multi-District/Cooperative are required by this policy to comply with the provisions of:

1. This policy as in the case of any rule or regulation adopted by the governing board of this Multi-District Cooperative;
and,
2. Title IX of the Education Amendments of 1972 and the regulations promulgated there under by the US Department of Health Education and Welfare, as part 86, Title 45 US Code, printed also in the US Federal Register, Vol. 40, No. 108, Wednesday, June 4, 1975 as amended, as Title IX and as such regulations are applicable to this Multi-District/Cooperative.

B. Application to Specific Education Programs and Activities: This policy's prohibition against action by employees or other persons acting in the name and on the behalf of this Multi-District/Cooperative which bases any exclusion from participation in, denial of benefits from, or discrimination in, any education program or activity because of the sex of a student or employee, applies to all education programs and activities conducted by this Multi-District/Cooperative including but not limited to, the following:

1. Educational Programs
 - a. Course Offerings: Applies to all course offerings: This policy's prohibition does not prohibit:
 - (1) separation of students by sex in classes dealing exclusively with human sexuality.
 - b. Counseling: Applies to all counseling and guidance activities at the elementary and secondary school levels.

- c. Textbooks: Nothing in this policy shall be interpreted as requiring or prohibiting or abridging in any way the use of particular textbooks or curricular materials.

2. Other Activities or Facilities:

- a. Financial Assistance: Applies to offering scholarships or other aid or assisting non-school organizations in the offering of scholarships or other aid to students of this Multi-District/Cooperative.
- b. Employment Assistance: Applies to all efforts to place students in employment. The Multi-District/Cooperative shall as part of any employment assistance programs for students, ensure that all employment opportunities are made available without discrimination on the basis of sex and refuse participation in its student employment program to employers who would practice such discrimination.
- c. Health & Insurance: Applies to all health or insurance policies offered to students but does not prohibit providing benefits or services which may be used by a different proportion of students of one sex than of the other, including family planning. If full coverage is provided such coverage must include gynecological care.
- d. Housing: Nothing in this policy shall be interpreted as prohibiting the separation of students by sex in housing for field trips or other reasons. Such separate housing must be comparable in quality and availability.
- e. Toilet, Locker and Shower Facilities: Separate toilet, locker, and shower facilities may be provided on the basis of sex. Such facilities shall be comparable to similar facilities provided for students of the other sex.

No rule on marital, family, or parental status that treats one sex differently from the other sex shall be applied or enforced.

3. Multi-District/Cooperative Employment Activities:

Applies to all aspects of the Multi- District/Cooperative's employment programs, including but not limited to: recruitment, advertising, process of application for employment, promotion, granting of tenure, termination, layoffs, wages, job assignments, leaves of absence of all types, fringe benefits, training programs, employer sponsored programs, including social or recreation programs and any other term, condition or privilege of employment. Specifically, the following personnel employment practices are prohibited:

- a. Tests: Administration of any test or other criterion which has a disproportionately adverse effect on persons on the basis of sex unless it is a valid predictor of job success and alternative tests or criterion is unavailable;

- b. Recruitment: Recruitment of employees from entities which furnish as applicants only or predominately members of one sex, if such action has the effect of discriminating on the basis of sex;
 - c. Compensation: Establishment of rates of pay on the basis of sex;
 - d. Job Classification: Classification of jobs as being for males or females;
 - e. Fringe Benefits: Provision of fringe benefits on basis of sex; all fringe benefit plans must treat males and females equally;
 - f. Marital and Parental Status: Any action based on marital or parental status; pregnancies are considered temporary disabilities for all job related purposes and shall be accorded the same treatment by the Multi-District Cooperative as are all other temporary disabilities. No inquiry shall be made by the Multi-District/Cooperative in job applications as to the marital status of an applicant, including whether such applicant is "Miss or Mrs." but inquiry may be made as to the sex of a job applicant for employment if made of all applicants and is not a basis for discrimination;
 - g. Employment Advertising: Any expression of preference limitation, or specification based on sex, unless sex is a bona fide occupational qualification for the particular job in question.
 - h. Policy Enforcement: To ensure compliance with this policy, the governing board shall:
 - 1) Designate a member of the administrative staff;
 - a.) To coordinate efforts of the Multi-District/Cooperative to comply with this policy.
 - b.) To develop and ensure the maintenance of a filing system to keep all records required under this policy.
 - c.) To investigate any complaints of violations of this policy, and
 - d.) to develop affirmative action programs, as appropriate.
4. Provide for the publication of this policy on an ongoing basis to students, parents, employees, prospective employees, and Multi-District/Cooperative employee organizations; such publication to include the name, office, address, and telephone number of the compliance administrator designated pursuant to this policy as listed on page 1 and paragraph above.

- C. Grievance Procedure: Any student or employee of this Multi-District/Cooperative who believes he or she has been discriminated against, denied a benefit or excluded from participation in any Multi-District/Cooperative education program or activity on the basis of sex in violation of this policy, may file a written complaint with the compliance administrator. The compliance administrator shall cause a review of the written complaint to be conducted and a written response mailed to the complainant within ten (10) working days after receipt of the written complaint. A copy of the written complaint shall be provided the Northwest Area Schools Educational Cooperative Governing Board as well as a copy of the compliance administrator's response. If the complainant is not satisfied with such response, he or she may submit a written appeal to the Northwest Area Schools Multi-District Center Board or Northwest Area Schools Educational Cooperative Governing Board indicating with particularity the nature of disagreement with the response and his or her reasons underlying such disagreement.

The Northwest Area Schools Multi-District Center Board or Northwest Area Schools Educational Cooperative Governing Board shall consider the appeal at its next regularly scheduled board meeting following receipt of the response. The Northwest Area Schools Multi-District Center Board or Northwest Area Schools Educational Cooperative Governing Board shall permit the complainant to address the board in public or closed session, as appropriate and lawful, concerning his or her complaint and shall provide the complainant with its written decision on the matter as expeditiously as possible following completion of the hearing.

- D. Evaluation: The Director/Compliance Officer shall present a report to the Northwest Area Schools Multi-District Center Board and Northwest Area Schools Educational Cooperative Governing Board in a public meeting to be held at the annual meeting each year, describing this district's compliance with this policy, evaluation of the effectiveness of this policy by the Northwest Area Schools Multi-District Center Board and Northwest Area Schools Educational Cooperative Governing Board and a determination as to whether or not additional affirmative action is necessary in light of all facts.

September 1998

STAFF EVALUATION

A. **PURPOSE:** Evaluation of the effectiveness of job performance is a basic if not most important function of a supervisor. Without fairly exact knowledge as to the strengths and weaknesses of existing practices, supervisory guidance cannot operate to bring about a maximum of improvement.

The staff evaluation form is so constructed as to require actual observation of those practices, behaviors, and conditions which give concrete evidence of the quality of job performance.

The judgment of supervisors and administrators as to the relative effectiveness of different employees is an outcome of the broader purposes of evaluation rather than an end in itself.

B. **OBJECTIVES:**

1. The primary objective of this evaluation program is the improvement of instruction / work performance. It is the belief of this Multi-District/Cooperative that through this systematic evaluation by supervisory personnel, that employees will be further encouraged to evaluate themselves and the learning environment for which they are directly responsible.
2. Another objective of this evaluation program is to assist the administration in evaluating and determining direction for in-service education programs and curriculum development. We hope to be able to note areas that will need further development and emphasis to improve instruction work performance.
3. Additionally, a sound system of evaluation can assure us that we are meeting the stated aims of the program of instruction/work performance and will give more opportunities for the teachers/employees to become more familiar with the philosophy and objectives of the Multi-District/Educational Cooperative through personal conferences with the supervisory personnel.
4. A method of follow-up will be established to ascertain the achievement of goals.
5. Priorities for improvement will be established through mutual assessment to determine short and long term goals.
6. A sound system of record maintenance will be established on class visitation, follow-up, conferences, and other contacts between the appraisee and evaluator.
7. Failure of the employee to change, correct or improve according to the recommendations of an evaluation may result in replacement or dismissal.

C. SUPPORTING RECORDS:

During periods of observation, some note taking will be necessary however, all staff evaluated will be afforded a post-supervisory conference at which time content of such notes will be discussed. The entire evaluation will be gone over at this time and both parties will be given the opportunity to refute any decisions. All evaluations will be signed by both the evaluator and staff member with a duplicate copy to be given to said staff member and one to be placed in their personnel file for future reference.

Evaluation files will be retained for a period of three (3) years and will be made available for inspection by the supervisor and/or Multi-District/Cooperative Director, the staff member, and Multi-District Center Board or Cooperative Governing Board.

All certified personnel will be evaluated by the Multi-District/Educational Cooperative Director and/or the immediate supervisor according to state laws governing evaluations. Frequency of the evaluation shall comply with state requirements. Guidelines set out in state law shall serve as minimum standards regarding frequency.

Any school administrator from a participating district within the Northwest Area Schools Multi-District/Northwest Area Schools Educational Cooperative will observe Multi-District/Cooperative staff members. The results of observations will be included in the evaluation files located in the Central Administrative Offices with a copy given to the respective staff member.

July 1992