



# Horry County Schools

## PERSONNEL HANDBOOK

2010-2011 FISCAL YEAR

### IMPORTANT NOTICE

**NOTHING IN THE DISTRICT POLICIES (“POLICIES”) OR THE PERSONNEL HANDBOOK (“HANDBOOK”) OF HORRY COUNTY SCHOOLS (“DISTRICT”) CONSTITUTES OR CREATES AN EXPRESSED OR IMPLIED CONTRACT OF EMPLOYMENT.**

**DISTRICT POLICIES, BENEFITS, RULES, AND OTHER INFORMATION OF IMPORTANCE TO PERSONNEL ARE CONTAINED IN THE POLICIES AND HANDBOOK.**

**THE POLICIES AND HANDBOOK FOR THE 2010-2011 FISCAL YEAR SUPERSEDE ALL PREVIOUS MANUALS, HANDBOOKS, OR OTHER DOCUMENTS THAT ADDRESS THE SAME SUBJECT MATTER. IN ADDITION, THE POLICIES AND HANDBOOK CAN BE MODIFIED OR ALTERED AT ANY TIME BY THE DISTRICT.**

I have read and I understand the “IMPORTANCE NOTICE” presented above. Also, I understand:

- that the District Policies (“policies”) and the Personnel Handbook (“handbook”) for Horry County Schools (“District”) are located online on the District’s website at [www.horrycountyschools.net](http://www.horrycountyschools.net)
- that I can contact my supervisor to gain access to policies and handbook
- **that the poliies and handbook are not contracts of employment an ddo not create or imply a contract of employment.**

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## PREFACE

This handbook is provided to employees for their information and as a brief description of the benefits offered by Horry County Schools (“District”). The content supersedes all previous handbooks, pamphlets, manuals, statements, or other representations (written or oral) regarding the term, conditions, and nature of a person’s employment with Horry County Schools. Nothing in this handbook or in the District’s policy manual shall be deemed to constitute an expressed or implied contract of employment.

This handbook and any policies, rules, and benefits to which it may refer can be modified, altered, or discontinued at any time by the District at its discretion. Whenever such changes occur, the administration will notify employees through appropriate school or District-level channels.

This handbook is not intended to replace the actual policies and rules established by the Horry County Board of Education (“Board”) or the District administration. If a policy or rule is abbreviated or in error, the document in the official policy manual or the administrative directive document shall always take precedence. Hard copies of *District Policies* are available in each school’s main office, and the policy manual may be accessed through the District’s website.

Additionally the District’s *Parent/Student Handbook*, which includes summaries of selected policies and rules pertaining to students, their parents, teachers, and other staff members, is available to employees through the schools. The District expects all teachers and other staff to be knowledgeable about the information contained in the *Parent/Student Handbook* and to require students to abide by the standards of conduct contained therein.

**Employees are expected to be familiar with the contents of this *Personnel Handbook* and the information in *District Policies*. In addition to the handbook, there are other resources that are available to you. Your principal or District-level supervisors are available to help you with interpretation and clarification of policies and rules.**

**Horry County Schools does not discriminate on the basis of race, sex, color, religion, national origin, age, disability, immigrant status, English-speaking status, or any other characteristic protected by applicable S.C. or federal law in its programs or activities. The following persons have been designated to handle inquiries regarding the nondiscrimination policies:**

**Title IX (sexual discrimination) to Paul Hickman, Principal Specialist IV – Special Projects; for Section 504 or the Americans with Disabilities Act (disability) to Mollie Laut, Director of Special Education; and for all others to Paul Hickman, Principal Specialist IV - Special Projects. They may be called at 488-6700 or contacted at Horry County Schools, 335 Four Mile Road, Conway, SC 29526-6005.**

## Welcome from the Superintendent

Dear colleagues,

The 2010-2011 school year holds great promise not only for the Horry County Schools staff but also for our students, parents, and community. We have the ability to impact the entire county through the work that will occur in our schools over the next year. To facilitate consistency as we go about our work, I encourage you to review this Personnel Handbook as it should assist you in understanding District procedures. If you should have any questions or need clarification, please contact your principal or your immediate supervisor. Copies of the *Board Governance Policies* and *District Policies* are available on the district website at [www/horrycountyschools.net](http://www/horrycountyschools.net) or in the administrative office of each school.

I invite you to join me in embracing the Horry County Schools vision "**To be recognized as one of the nation's premier school systems, in which every student receives an excellent education. To support this vision, we will exceed the national average on all student performance measures.**" If we continue to focus on people, learning, and engagement, our vision can become a reality.

### **People**...because

We know that if we invest in and develop the best teachers and leaders, our schools will become powerful learning communities.

And we know that it's important that students as well as adults in our schools build positive relationships.

### **Learning**...because

Our #1 job is to ensure that every child can read fluently by the end of 2<sup>nd</sup> grade and write expressively by the end of the 5<sup>th</sup> grade.

And for success in the future we are teaching 21<sup>st</sup> century skills using 21<sup>st</sup> century tools.

### **Engagement**...because

The job of schools is to design work for students that is engaging and challenging.

**People, Learning, and Engagement** – if we take care of these, our schools will serve this community well. I know you will remain committed to these three purposes.

Thank you for your dedication to educating our students well. I look forward to visiting with you throughout the year and seeing the wonderful things being done on behalf of children. Enjoy your year!

*Dr. Cindy Elsberry, Superintendent*

## DISTRICT OFFICE DIRECTORY

### Office of Superintendent

Elsberry, Cynthia – District Superintendent  
Fulwood, Wanda – Executive Assistant

Generette, Kenneth – Staff Attorney  
Johnson, Karen – Administrative Assistant  
Hickman, Paul – Principal Specialist

### Accountability/Communications

Boyd, Edward – Chief Accountability Officer  
Johnson, Susan – Administrative Assistant

Britton, Teal – Public Information Officer  
Pritchard, Thomas – Director, Accountability Services

### Human Resources and Finance

Riddle, Jeff – Chief Finance/Human Resources Officer  
Dean, Polly – Administrative Assistant

Curlee, Ed – Executive Director, Human Resources  
Gough, Cecile – Director, Human Resources – Employee Services  
Rose, Emily – Director, Human Resources – Staffing

Gardner, John – Executive Director, Finance  
Owens, Ed – Director, Technology Fiscal Services  
Burgoyne, Sheila – Director, Procurement

### Learning Services

Ambrose, Cindy – Chief Academic Officer  
Todd, Janet – Administrative Assistant

Brown, Dottie – Executive Director, Elementary Schools  
Lee, H.T. – Executive Director, Middle Schools  
Maxey, Rick – Executive Director, Secondary Schools  
Harrelson, Barbara – Executive Director – Federal Programs/Special Education  
Myrick, Boone – Executive Director, Curriculum and Instruction  
Almeida, Gretchen – Coordinator, Staff Development  
Cox, Edi – Director, Distance Learning  
Laut, Mollie – Director, Special Education  
Pilkey, Beverly – Director, K-12 Curriculum and Instruction

### Instructional Support Services

Chestnut, Carolyn – Chief Instructional Support Officer

Hilburn, Mary – Administrative Assistant

Simmons, Ginny – Director, Adult Education

Hardee, Ben – Director, Vocational Education and Guidance

Christian, Richard – Director, Clinical Services

**Support Services**

Nalley, Bobby – Deputy Superintendent

Snowden, Rhonda – Administrative Assistant

Bradley, James – Executive Director, Student Affairs

Farmer, Laura – Director, Food Services

Laut, Mollie – Director, Special Education

Moss, Gail – Director, Health Services & Safety

Shaw, Marion – Principal Specialist

Smith, Wayne – Director, Maintenance

Wright, Jim – Director, Transportation

## BENEFITS SERVICES ACCOUNT MANAGERS

To better serve employees, Benefit Account Managers have been assigned to assist each location. Current account managers can be found on the District web site on the Benefits page.

All newly hired employees must complete the new hire orientation class. To schedule, please contact Tammy Calder at 488-6752.

Important: New employees must complete insurance paperwork within 31 days of their initial hire date. Failure to do so will result in an inability to obtain guaranteed coverage. Also, a change in coverage must be made within 31 days of the date of the event enabling a change, such as marriage, birth of a baby, divorce, etc.

### **Consolidated Omnibus Budget/Reconciliation Act (“COBRA”)**

The purpose of COBRA is to protect employees and their covered dependents from losing their group health and dental insurance coverage due to certain life-changing events. This means that the employee and their covered dependents can continue the State-offered health and dental insurance for a limited time at the employee’s and/or dependents’ own expense if the employee and/or dependents are no longer eligible for coverage because:

1. the employee voluntarily quits work, is laid off, or is fired (for reasons other than gross misconduct);
2. the employee’s hours are reduced from full-time to part-time;
3. the employee has dependents that are no longer eligible for coverage as a result of legal separation, divorce, or no longer being a dependent child.

Each person has the option of continuing his/her coverage, which means a covered spouse or covered dependent child may continue his/her individual coverage even if the employee chooses not to do so. COBRA allows the employee and covered dependents to keep the current level of coverage or reduce it. The employee and/or covered dependent are responsible for the full premium, which includes the State contribution plus the employee’s share and a two percent administrative charge.

To obtain additional information regarding COBRA, contact Christine Ferrante at 488-6884.

### **Vehicle Liability Policy**

The District has a vehicle liability policy which provides excess coverage for employees and volunteers while they are operating a non-District vehicle within the scope of their official duties with the District. The excess coverage is provided with the employee’s or volunteer’s personal liability coverage being primary. The District’s policy would respond to excess liability only after the employee’s or volunteer’s coverage is exhausted. Primary coverage is provided for District-owned vehicle and vehicles on a long-term lease to the District. This policy does not provide coverage for job-related injuries to paid employees who are covered under workers’ compensation.

## PAYROLL AND WORK

### Salaries

The salary of each professional employee is based on his/her certification (if applicable), experience, and the District salary schedule. The salary of each classified employee is based on his/her education, previous work experience, and the District salary schedule.

### Direct Deposit

Through direct deposit an employee has his/her paycheck deposited directly into a checking or savings account. This is a free service provided by the District. During the New Hire Orientation class, a new employee completes the required form. Forms for changes are available at:

[http://www.horrycountyschools.net/departments/payroll/payroll\\_documents/](http://www.horrycountyschools.net/departments/payroll/payroll_documents/)

Instead of receiving a paycheck, such employees will have online access to their pay stub, which will itemize withholdings and deductions. Visit the self-service page at the address listed above for more information.

### Pay Days

Employees will be paid on or about the 15<sup>th</sup> and the last working day of each month. Insurance premiums and tax-sheltered annuities will be deducted from each paycheck. Direct deposit vouchers can be accessed online at <http://odi.horrycountyschools.net>. Checks will be mailed one day prior to the scheduled pay date.

### Deductions

Deductions may include retirement, social security, Medicare tax, state and federal withholding taxes, and voluntary deductions or other money owed to the district.

### Retirement

Membership in the S.C. Retirement Systems ("SCRS") or an optional retirement plan is required for all personnel with the exception of employees who hold a temporary position. Temporary employees may choose to join the SCRS. There will be a deduction of 6.50% for retirement from all salaries paid to an employee.

Employees can retire through the SCRS with full benefits at age 65 or after 28 years of service or with reduced benefits at age 60. An employee with at least 25 years of service may also choose early retirement at age 55. An employee considering early retirement should consult with the Employee Benefits Department or the S.C. Retirement System to understand the implications of early retirement. Effective July 1, 2005, TERI participants that enter TERI and all returning retirees will have a 6.50% retirement contribution deducted from their pay.

## Social Security

There will be a 7.65 % deduction for social security (6.20% social security and 1.45% social security-Medicare) on all salaries up to an amount set annually by social security. There is no wage based limit for Medicare tax (all wages are subject to the 1.45% social security tax deduction for Medicare). Salaries for social security deductions are based on the calendar year rather than the school year.

## State and Federal Withholding Taxes

Each staff member must file an "Employee's Withholding Allowance Certificate" ("W-4") with the Payroll Office. Employees should review their exemptions and update them as changes occur by submitting a new W-4 form to Payroll. The IRS link for current W-4 forms is <http://www.irs.gov/pub.irs-pd/fw4.pdf>.

## Voluntary Deductions

Except for deductions for absences not covered by paid leave or those required by law, voluntary deductions from salary are subject to District approval and are voluntary on the part of the individual employee. For all voluntary deductions, the employee will complete a form authorizing the deduction.

Voluntary deductions such as the following are available:

- premiums for group insurance programs administered for employees by the District
- income deferred programs
- United Way contributions
- SHS Scholarship
- uniforms
- other plans approved by the District administration

## CANINE SEARCHES OF EMPLOYEES' VEHICLES ON SCHOOL PROPERTY

In order to ensure the safety of its schools, the District conducts routine drug/weapon dog walk-throughs of all District-owned parking lots. Should a dog alert on an employee's vehicle, the principal or other supervisory personnel shall inform the employee of the situation and request permission from the employee to search the vehicle. Should the employee refuse to cooperate with the District's request, the District reserves the right to contact local law enforcement personnel as well as take further appropriate action, including disciplinary measures, based upon the totality of the circumstances. Obviously, if evidence of a crime is found, it will be reported to law enforcement as required by law.

## CONTACTS FOR DISCRIMINATION COMPLAINTS

<b>Discrimination on the Basis of Sex, Race, Color, Religion, or National Origin</b>	
Employees	Paul Hickman, Principal Specialist 335 Four Mile Road P. O. Box 260005 Conway, SC 29528-6005 488-6733
Students	James Bradley, Executive Director of Student Affairs 335 Four Mile Road P. O. Box 260005 Conway, SC 29528-6005 488-6771
<b>Discrimination on the Basis of Disability or Handicapping Condition</b>	
Employees and Students	Mollie Laut, Director for Special Education 335 Four Mile Road P. O. Box 260005 Conway, SC 29528-6005 488-6789

## DRESS

As representatives of the District, we believe first impressions are significant in our relationships with customers. Therefore, good grooming and appropriate dress are important in conveying the importance of our business. All employees are to maintain high standards of personal appearance and hygiene and present a neat, businesslike appearance at all times during working hours.

### Unacceptable Attire

Attire considered unacceptable includes:

- Athletic footwear (clean, solid color, walking-type shoes are acceptable; running shoes are not acceptable)
- Shorts of any kind (except for those who work outdoors in hot weather)
- Jeans of any color
- Sweatshirts
- T-shirts
- Wind pants or sweat pants
- Bib overalls
- Leggings
- Immodest clothing (such as spandex, spaghetti straps, midriff tops, excessively short skirts, revealing garments such as low-cut tops, pants worn too low on hips, tops or dresses with thin straps, clothing that reveals underwear, split skirts or dresses with splits more than 2" above the knee)

- Facial piercing such as nose, eyebrow, lip, cheek, or tongue
- Visible tattoos

### General Guidelines

- Men in professional positions are strongly encouraged to wear ties during the school year unless their duties make ties a work hazard.
- Principals may occasionally make exceptions to wearing jeans, athletic footwear, sweatshirts, and/or T-shirt for special circumstances such as field trips to Playcard or similar outdoor trips, teacher workdays, and special school events. Staff development days, Fridays and summer work hours are not exceptions and do not constitute a “special occasion”. All exceptions must receive prior approval from the principal or district-level supervisor.
- There is a professional and appropriate dress for every position. Everyone is expected to be clean and neatly groomed and dressed. Men’s shirts should be tucked in at all times.
- Clothing should be neat and clean. Faded or wrinkled clothing does not reflect a professional, business-like appearance.
- All personnel should wear appropriate undergarments at all times.
- When in doubt about a garment, decide if you would wear it in a business setting. However, if your work for a particular day includes primarily manual labor, dress accordingly.
- To the maximum extent reasonable, physical education teachers may wear athletic clothing only when directly instructing physical education classes.
- School cafeteria employees should dress in uniforms and skid-resistant, closed-toe shoes.
- School nurses will wear white lab coats or vests over their professional clothes.
- Occupational and physical therapists may wear uniforms as appropriate.
- Maintenance and custodial staff guidelines have been determined by their supervisor.

## EXIT INTERVIEWS

Employees who terminate their employment with the District may participate in an exit interview or complete an exit survey through Human Resources.

## FOUR-DAY WORK WEEK

Affected employees are on a four-day workweek during part of the summer months. The Superintendent designates the beginning and ending dates and the work hours for the four-day summer work schedule.

## JOB RETENTION SERVICES

In cooperation with the S.C. Department of Vocational Rehabilitation, a job retention service has been established to offer District employees and their family professional help with

personal problems such as drug addiction, alcoholism, financial problems, marital conflict, and emotional stress. The assistance is provided free of charge.

If an employee or a member of an employee's family desire to use any of the services listed above, he/she should call Melanie Dunham, counselor, S.C. Vocational Rehabilitation, 248-2235. An appointment will be scheduled, usually within 24 hours. All conversations and records will be kept confidential.

## **LEGAL MATTERS**

Each employee is responsible for immediately notifying his/her principal or District-level department head of legal matters, which affect or may affect the District. A principal/District-level department head receiving the above information is responsible for communicating the information to the appropriate Chief Officer, who shall forward it to the Superintendent or the Staff Attorney.

## **MEETINGS**

It is the responsibility of school-based professional staff members to attend staff meetings and serve on committees such as textbook selection, curriculum development, or any other committee that is assigned by the principal.

## **PROFESSIONAL STAFF**

### **Employment of Professional Personnel**

Applications for employment are electronically filed in the district office and are available in PeopleSoft for principals who seek to interview candidates for various positions. In selecting professional personnel or recommendation for employment, information from the following is considered: application, references, certification information, transcripts, personal interview, etc.

A teacher under a contract with a S.C. school district for employment or re-employment for the ensuing school year will receive a contract each Spring. Additionally, any teacher who will not be re-employed or whose employment is in doubt will be so notified by mail.

Employment in a position that must be filled before the Board meets shall be considered temporary until approved by the Board.

The District and the Board shall accept no recommendation for the appointment or transfer of any person to a position which would require the person to supervise and/or evaluate a family member or be supervised and/or evaluated by a family member.

All teachers and certain other members of the professional staff shall meet requirements for certification as established by the S.C. Board of Education and shall hold a valid S.C. Certificate.

A person's salary could be greatly affected by the timeliness of his/her certification application. According to the S.C. Department of Education, certificates are valid beginning July 1 unless late-arriving documents affect the issue date. If all documents are received on or before November 1, the initial credential will be dated retroactively to July 1. If documents are received after November 1, the beginning date of the credential will be the date the application is completed. All certificates expire on June 30 in the year of expiration.

## **TEACHER EVALUATION AND CONTRACT STATUS**

### **Teacher Evaluation Model – State Standards for Professional Teaching**

The goal of Horry County Schools is for all teachers to be proficient in the classroom. Therefore, the District uses a comprehensive system for evaluating professional teachers that includes ADEPT Performance Standards. Teacher Performance Standards are designed to promote excellence in teaching by focusing on student achievement results.

The Teacher Evaluation Model is based on effective research and best practices. The model provides greater assurance that our schools are staffed with caring and competent professionals who possess the knowledge and skills necessary to address the needs of all students. The standards and procedures covered in the Teacher Evaluation Model enhance the teaching profession by defining and establishing expectations of what teachers should know and be able to do in order to meet the challenges of the classroom.

### **Teacher Evaluation Model – Contract Status**

The Teacher Evaluation Model provides a framework for teacher preparation. Student teachers must be evaluated and assisted with a locally designed process, which meets South Carolina regulations. Prospective teachers who successfully complete their education program and receive state certification become eligible for employment at the Induction contract level.

The contract level of a teacher must be indicated on the teacher contract each year. Contract levels include Induction; Annual (Formal 1, Formal 2, and GBE) Continuing (GBE and with Conditions) (identifies the ADEPT status). The most typical contract sequence for traditionally prepared teachers is: Year 1 Induction Contract, Year 2 – Annual, and Year 3 – Continuing Contract. Teachers whose contracts are non-renewed are eligible for employment in another school district.

### **Induction Contract**

Induction Contracts are offered to novice teachers for one year. Teachers are provided comprehensive guidance and support through the first year by an assistance team, which includes at a minimum, a mentor teacher and a building level administrator. If a teacher is successful as defined by the district, then the teacher is recommended for an Annual Contract.

If the teacher is unsuccessful as defined by the district, then two options are available. The teacher may be not rehired or the teacher may continue employment on an Annual Contract.

## **Annual Contract Types**

Annual Contract types consist of Annual (Formal Evaluation Year 1), Annual (Formal Evaluation Year 2), Annual (GBE – Goals Based Evaluation). Teachers may remain on an Annual Contract for up to four years. However, after two unsuccessful formal evaluations at the Annual contract level, state sanctions are imposed. In these instances, teachers may not teach for a minimum of two years and must complete a state-approved remediation plan in order to become eligible to re-enter the profession.

### **Annual Formal Contract (Evaluation Year 1 an Evaluation Year 2)**

An Annual Contract (Formal Evaluation Year 1) is offered to second-year teachers, who were successful in their first year of teaching (Induction). An Annual contract (Formal Evaluation Year 1) is also offered to out-of-state teachers during their first year of teaching in Horry County Schools. A teacher, who is successful at this level as defined by the District, may move to Continuing Contract status, provided that he/she has met all state requirements for professional certification.

An Annual Contract (Formal Evaluation Year 2) is assigned to teachers after an unsuccessful Annual Formal Year 1 Evaluation.

### **Annual GBE Contract**

An Annual GBE Contract is assigned to individuals (e.g., PACE CATE, International teachers), following a successful Annual (Formal Evaluation 1 or Annual Formal Evaluation 2) year, who are not yet eligible for a professional teaching certificate.

### **Continuing Contract**

Continuing Contracts are offered to teachers who have earned an evaluation rating of competent and who have met all eligibility requirements for a professional teaching certificate. Continuing contract teachers are evaluated with Goals Based Evaluation (GBE) annually.

### **Continuing with Conditions Contract**

If a Continuing Contract teacher is identified as having deficiencies, as defined by the district, he/she may be placed on a Continuing with Conditions contract. When a teacher is placed on a Continuing with Conditions Contract, the teacher must participate in Formal Evaluation (ADEPT). The Formal Evaluation process includes the development of an Individualized Assistance Plan (IAP) that meets South Carolina regulations. All Continuing Contract teachers who are being recommended for Formal Evaluation must be notified in writing on or before April 15, 2010. The written notice must state the basis for the decision to place the teacher on Formal Evaluation.

## CLASSIFIED STAFF

### New Employees

The principal/supervisor will meet with each new classified employee for an introductory conference. During this conference he/she will share with the employee his/her job description, job expectations, and any other specific information such as daily work hours, parking, etc. Sign-in sheets to document the number of hours employees work each week are required and must be signed off by the employee and supervisor. Any time an employee's job description changes, the principal/supervisor should meet with the employee and follow the conference procedure as outlined.

If the new employee works satisfactorily and meets expectation, there is no need for an interim evaluation. However, if the employee is not meeting performance expectations, an immediate conference should be held with the employee to discuss the concerns and an improvement plan should be developed using the District's "Assistance Plan" form.

### Experienced Employees

All other classified personnel who are working satisfactorily and meeting their principal's/supervisor's expectations will not be evaluated unless there is a specific problem. This would then become an exception. The principal/supervisor conferences with the employee and calls this to his/her attention. An improvement plan, as needed, is developed for implementation by the employee.

## CERTIFICATION OF PROFESSIONAL PERSONNEL

Applications for S.C. Teaching Credential: It is the personal responsibility of each teacher, or other professional staff member who is required to hold a certificate, to apply for his/her certificate, making sure they supply all information as required by the S.C. Department of Education ("SCDE"). A staff member can expedite the certification process if he/she submits the documents he/she obtains in one complete package.

### Renewal of Professional Certificates

The following certificate renewal guidelines apply to any person who holds a South Carolina educator's certificate. An educator's professional certificate is valid for five (5) years and expires on June 30 of the expiration year. In order to be eligible for certificate renewal, the educator must earn a minimum of 120 renewal credits, as described in the renewal credit matrix, during the five-year validity period of the certificate.

### Obtaining Renewal Credits

Educators are responsible for ensuring that all renewal options and activities meet the following guidelines.

1. An individual who is employed in a position that requires South Carolina educator certification and is employed in a South Carolina public school district must earn renewal credits through professional development activities that:
  - a. directly relate to the educator's professional growth and development plan;
  - b. support the goals of the employing public school district, and;
  - c. promote student achievement, as required by State Board of Education Regulation 43-205.1, Assisting, Developing, and Evaluating Professional Teacher (ADEPT), and Regulation 43-165.1, Program for Assisting, Developing, and Evaluating Principal Performance (ADEPP).
2. All administrators employed in a South Carolina public school district must earn a minimum of 120 renewal credits, as described in the renewal credit matrix, during the five-year validity period of the certificate. These credits are to include a minimum of twenty (20) renewal credits during each five-year validity period in professional development activities that are designed to enhance their skills in supporting and encouraging teachers as professionals.
3. An educator who is employed at a public educational entity that has been approved as a Renewal Credit Plan agency by the Office of Teacher Certification, Division of Teacher Quality, must earn renewal credits through professional development activities that relate to the educator's current area(s) of certification or a formal program of study in a certification area in which the educator is officially enrolled, or the goals of the educator's employing entity.
4. An educator who is **not** employed in a position that requires South Carolina educator certification, but who wishes to maintain a current certificate, must earn renewal credits through professional development coursework outlined in Option 1 and Option 2 of the Renewal Credit Matrix that directly relates to the educator's current area(s) of certification, or a formal program of study in a certification area in which the educator is officially enrolled.
5. Any educator, included in 1, 3, or 4 listed above, who has not earned a Master's degree must earn sixty renewal credits in graduate-level coursework to renew the current certificate. Educators who hold a Career and Technology Education Work-Based Certification only are not required to fulfill the graduate-level coursework requirement.

### **Valid Period of Teaching Credential**

A teacher who becomes eligible for an initial credential or for advancement to an improved class of credential must make application for the initial credential or the new advanced credential. Forms are available in Human Resources.

If a new teacher becomes eligible for initial certification or a certified teacher becomes eligible for an improved class of credential between November 1 and April 30, the newer credential will be valid from:

1. the date upon which the teacher completed requirements for the initial teaching credential or the higher class credential provided the application is filed in the Office of Licensure/Recertification within 45 calendar days after the date on which the teacher completed requirements, or
2. the date of receipt of the completed application if such date is later than 45 calendar days beyond the date on which the teacher completed existing requirements.

If a new teacher becomes eligible for initial certification or a certified teacher becomes eligible for an improved class of credential between May 1 and November 1, the new credential will be valid from:

1. July 1 of the calendar year in which the teacher completed existing requirements provided the application is filed in the Office of Licensure/Recertification by November 1, or
2. the date of receipt of completed application if such date is later than November 1.

## **CONTRACTS FOR PROFESSIONAL PERSONNEL**

Teachers assigned to regular positions will be given a contract if employment period for fiscal year will be greater than 151 days. This will be for the length of the regular teacher year (190 teaching days plus in-service days) or for a longer period of time provided the term of contract does not violate S.C. statutes. Contracts are considered valid upon approval by the Board.

A staff member hired under contract for a period that is longer than the regular teacher year will be paid pro rata for the additional period according to his/her position on the District's salary schedule.

The Superintendent will give written notice of Board Approved contract renewal to appropriate certificated personnel on or before April 15 of each year. Certificated personnel receiving such notice must give written acceptance to the District on or before April 15. Failure on the part of a certificated staff member to give such notice will constitute rejection of the contract.

Other professional employees hired under a contract are paid according to his/her position on the District's salary schedule.

## **TEACHERS EMPLOYED UNDER A LETTER OF AGREEMENT**

Teachers who are eligible for an induction or an annual contract but who are hired on a date that would cause their period of employment to be less than 152 days during the school year are employed under a letter of agreement. Teachers under a letter of agreement are not guaranteed a contract for the following school year.

Teachers employed under a letter of agreement do not fall under ADEPT. However, districts must ensure that these teachers receive appropriate assistance and supervision throughout the school year.

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

## **RESIGNATION OF PROFESSIONAL PERSONNEL**

### **Teachers and Certain Administrative Staff**

The term “teacher” as used herein shall include all personnel required by the nature of their position to be certificated by the S.C. Board of Education.

When any teacher has entered into any signed contract or written agreement to teach in any public school in S.C., such teacher shall not break or seek to terminate such contract except for good cause, and then only after giving written notice to the Superintendent and receiving written notice from the Superintendent that the resignation has been accepted. The Superintendent has the authority to accept and to approve or reject resignations on behalf of the board after consultation with the employee’s supervisor. The Superintendent shall provide the Board with a list of resignations that he/she has accepted.

Any teacher who fails to comply with the provisions of his/her contract without the written consent of the board shall be deemed guilty of unprofessional conduct. A breach of contract resulting from entering into an employment contract with another school board within S.C. without the consent of the Horry County Board of Education make void any subsequent contract with any other school district in S.C. for the same employment period. Upon the formal complaint of the Horry County Board of Education, substantiated by conclusive evidence, the S.C. Board of Education shall revoke or suspend the teacher’s certificate for a period not to exceed one calendar year. State education agencies in other states with reciprocal certification agreements shall be notified of the revocation of the certificate.

### **Separation of Professional Personnel**

It is the policy of the Board to terminate the employment of staff members only for good cause and by a fair and just process.

### **Grounds for Dismissal**

It is the responsibility of the school administration to operate District schools in a manner that will maintain a broad community confidence in and support of the schools. In the absence of such support, the District cannot maintain a strong, effective educational program. Therefore, it is the policy of the Superintendent to recommend to the Board the removal from employment of any teacher (or administrator) who shall fail, or who may be incompetent, to give instruction (or provide appropriate administration of a school or a program) in accordance

with the directions of the Superintendent, or who shall otherwise manifest an evident unfitness for teaching (or administration) as determined by the Superintendent. Evident unfitness for teaching or administration is manifested by conduct including, but not limited to, the following: persistent neglect of duty; willful violation of the policies, rules, regulations, or procedures of the District; drunkenness, conviction of a violation of the law of S.C. or the United States; gross immorality; dishonesty; and/or the illegal use, sale, or possession of drugs or narcotics. In addition, following the end of the second month from the date of employment, the District may suspend a staff member without pay until evidence of his/her certification has been received by the District. However, if the employee's certificate is not received within 20 working days, the employment relationship may be terminated. Any action taken under this policy will be implemented pursuant to the provisions of the Code of Laws of S.C., 1976, as amended.

### **Reporting Terminations and Resignations**

The Superintendent will report to the S.C. Board of Education and the S.C. Superintendent of Education, the name and certificate number of any certified educator who is dismissed, resigns, or is otherwise separated from employment with the District based on allegations of misconduct including, but not limited to, misconduct involving drugs, sexual misconduct, the commission of a crime, immorality, moral turpitude, or dishonesty, that is reasonably believed by the Superintendent to constitute grounds for revocation or suspension of the certificate issued to the educator by the S.C. Board of Education. This report is required notwithstanding any termination agreement to the contrary that the Board or Superintendent may enter into with the educator. The reasons for the educator's termination of employment with the District shall also be provided along with all evidence in the possession of the district relating to the termination.

### **Time Schedules – Teachers**

The daily time schedules for teachers and other school-based staff members shall assure that appropriate personnel are on duty in advance of the time students arrive at school and remain until after the students depart. Teachers and other employees are expected to remain at the school during the entire workday except when they are away from the school on school business or in case of emergencies.

## **SUBSTITUTE TEACHERS**

An applicant for substitute teaching should submit an online application at [http://www.horrycountyschools.net/departments/human\\_resources/applicants/career\\_opportunities/](http://www.horrycountyschools.net/departments/human_resources/applicants/career_opportunities/).

He/she will have to submit an application, disclosure and consent form along with a copy of his/her highest school completion certificate or diploma. Complete requirements are outlined on the website as well as notice when applications are being accepted.

Any employee who is going to be absent from school must notify the principal or his/her designee as early as possible so that an approved substitute may be secured if needed. They

must also record their absence in Smart Find Express. Only approved substitutes will be used. Substitutes who are certified teachers should be given first consideration whenever possible. A substitute's workday coincides with the workday of the person for whom he/she is substituting unless approved otherwise by the principal or his/her designee. The principal or his/her designee may assign a substitute to other duties during the planning period for the absent teacher or may reassign the substitute to another classroom other than the job accepted. The teacher who is absent should have already planned for instruction.

The substitute has an important job to perform, which can be done more efficiently if there is a better understanding of some of the responsibilities involved in the complex relationship between the substitute and the regular teacher. The principal or his/her designee shall arrange that lesson plans, teaching materials, and necessary records are made available for use by the substitute teacher. The teacher should see that the following are available to the substitute:

1. class roll for each group
2. daily plans for all groups made out for several days in advance
3. time schedule for each group
4. seating chart for each group
5. the name of a student appointee from each group to be the assistant to the substitute to help him/her in locating materials needed
6. list of students in any special group
7. lunch procedure
8. notice of any supervisory responsibilities such as bus duty or grounds duty
9. procedures for fire drills, earthquakes, and other emergencies
10. desk copies of textbooks, and workbooks currently being used
11. phone number of teacher, when possible, to answer any questions and render help
12. notice of any special situations that exist, including but not limited to, student medication schedules and special medical conditions
13. schedule of building routines and regulations

All salaries of substitutes are paid directly to the substitute by Fiscal Services, upon proper notification from the principal.

## **STAFF-COMMUNITY RELATIONS**

To promote mutual harmony, understanding, and sharing of information between the District and the people it serves and upon whose good will it depends, all personnel shall be encouraged to develop and maintain channels of public relations with the following purposes:

1. to inform the community about the goals of the schools
2. to establish confidence in the schools
3. to rally support for the proper maintenance of the education program
4. to provide for mutual understanding and effective teamwork

Appropriate programs of staff communications shall be developed both at the District level and at the school level.

## SUPPORT STAFF

### Employment

Persons employed must meet the qualifications established for the particular positions. The District's interview and selection procedure will provide the principal or supervisor with an opportunity to aid in the selection of an employee. The Superintendent, however, will make or approve the final selection.

The Superintendent, through the staff, will consider candidates for classified staff positions based on the needs of the District, as well as on their merits and qualifications. The District will provide equal employment opportunities to all persons without regard to race, color, national origin, religion, sex, age, or disability. The District will make reasonable accommodation to known physical or mental limitations of otherwise qualified disabled persons where such accommodation will not impose an undue hardship on the operation of District programs.

The District will set compensation according to the responsibility of the position, the services rendered, the provisions of the District's operational budget, and any applicable S.C. and Federal laws.

### Compensation Guides and Assignments

Compensation for support employees shall be based on salary schedules and procedures approved by the Board and shall comply with applicable state and federal laws and regulations. Support employees are subject to assignment, reassignment, and/or transfer by the Superintendent.

## CHILD ABUSE/NEGLECT

Section 20-7-510 of the Code of Laws of S.C. requires the following:

- (A) A . . . nurse, . . . school teacher, counselor, principal, assistant principal, . . . or childcare worker in a childcare center . . . must report in accordance with this section when in the person's professional capacity the person has received information which gives the person reason to believe that a child has been or may be abused or neglected as defined in Section 20-7-490.
- (B) If a person required to report pursuant to subsection (A) has received information in the person's professional capacity which gives the person reason to believe that a child's physical or mental health or welfare has been or may be adversely affected by acts or omissions that would be child abuse or neglect if committed by a parent, guardian, or other person responsible for the child's welfare, but the reporter believes that the act or omission was committed by a person other than the parent, guardian, or other person responsible for the child's welfare, the reporter must make a report to the appropriate law enforcement agency.

- (C) Except as provided in subsection (A), any person who has reason to believe that a child's physical or mental health or welfare has been or may be adversely affected by abuse and neglect may report in accordance with this section.
- (D) Reports of child abuse or neglect may be made orally by telephone or otherwise to the county department of social services or to a law enforcement agency in the county where the child resides or is found.

Where reports are made pursuant to this section to a law enforcement agency, the law enforcement agency shall notify the county department of social services of the law enforcement's response to the report at the earliest possible time. (7/25/2003)

Section 20-7-560 of the Code of Laws of S.C. specifies penalties. A person required to report a case of child abuse or neglect or a person required to perform any other function under this article who knowingly fails to do so, or a person who threatens or attempts to intimidate a witness is guilty of a misdemeanor and, upon conviction, must be fined not more than five hundred dollars (\$500) or imprisoned not more than six (6) months, or both. (1/1/97)

Section 20-7-567 of the Code of Laws of S.C. makes it a misdemeanor to knowingly make a false report of abuse or neglect, and upon conviction, a person who makes a false report must be fined not more than five thousand dollars (\$5,000) or imprisoned not more than ninety days, or both. (4/7/98)

## **COMPUTER CRIME ACT**

Section 16-16-20 of the Code of Laws of S.C. states that:

1. It is unlawful for a person to willfully, knowingly, maliciously, and without authorization or for an unauthorized purpose to:
  - a. directly or indirectly access or cause to be accessed a computer, computer system, or computer network for the purpose of:
    - i. devising or executing a scheme or artifice to defraud;
    - ii. obtaining money, property, or service, by means of false or fraudulent pretenses, representations, promises; or
    - iii. committing any other crime.
  - b. alter, damage, destroy, or modify a computer, computer system, computer network, computer software, computer program, or data contained in that computer, computer system, computer program, or computer network or introduce a computer contaminant into that computer, computer system, computer program, or computer network. (7/2/2002)

## **SIGNATORY AUTHORITY FOR PURCHASE ORDERS, CONTRACTS, AND AGREEMENTS**

Personnel authorized by the Chief Finance and Human Resources Officer are permitted to sign purchase orders obligating the District for expenditures up to \$1,500. The Coordinator of Procurement Services is authorized to obligate the District for purchases, including contracts and agreement, up to \$50,000. The Chief Finance and Human Resources Officer is authorized to obligate the District for purchases, including contracts and agreements for \$50,000 or more.

No other personnel except the Superintendent and the Deputy Superintendent are authorized to sign contracts or enter into agreement, regardless of the amount, including contracts and agreements which are offered for “free”; however, principals and district-level location managers are authorized to enter into rental contracts for the use of facilities consistent with district procedure. Exceptions to the above are permitted only with the written authorization of the Chief Finance and Human Resources Officer, the Deputy Superintendent, or the Superintendent. All purchases, contracts, and agreements must be consistent with law and the District’s procedure and policies, including the Procurement Code.

## **TESTING PROGRAMS**

The District endorses the use of standardized tests as one measure of the success and quality of the educational program. In the case of individual students, such tests used in combination with other types of measurement can provide an indication of a student’s achievement. The Office of Assessment coordinates the testing program for students at various grade levels. See the *Parent Student Handbook, 2010-2011* for more information.

### **Tests and Examinations in Elementary, Middle and High Schools**

All teacher-made tests given at any time during the school year should be diagnostic – that is, the test should be given to evaluate what a student has learned so the teacher may plan instruction according to the needs the student exhibits on the tests. Tests should be given when needed throughout the school year. There will be no recording of test grades on report cards and no final examinations as such at elementary and middle school levels; however, final examinations will be given in middle-school classes for which high-school credit may be granted.

### **Test Security**

All mandatory tests administered to students by or through the District and provided by the District, the S.C. Department of Education (“SCDE”), or any other source, shall be administered in accordance with S.C. law, S.C. regulations, and the policies, guidelines, or requirements of the District or other source. Violation of any law, policy, regulation, guidelines, or requirements will subject the individual to discipline and may lead to criminal proceedings resulting in fines

and/or imprisonment, termination of employment with the District, and/or suspension or revocation of an educator's professional certificate.

1. Each school year, the Superintendent shall designate one individual in the District who shall be solely responsible for procuring commercial tests used in testing programs administered by or through the SCDE. The name of the individual so designated shall be provided to the SCDE in writing on an annual basis.
2. Staff members must provide for the security of the materials during testing and the storage of secure tests and test materials, before, during, and after testing. Before and after testing, all materials must be stored at a location or locations in the District under lock and key. Throughout the time that testing materials are under the control of the District, tests must be secured under lock and key when not in use for approved test administration activities.
3. Individuals must adhere to the procedures specified in operating manuals governing the testing programs.
4. Each of the following is considered a breach of professional ethics which may jeopardize the validity of the inferences made on the basis of test date, and as such, is viewed as a security violation which could result in criminal prosecution, disciplinary action by the SCDE which may affect an educator's professional certificate (including suspension or revocation of his/her certificate), and/or disciplinary action by the District, up to and including termination of employment:
  - a. failing to administer tests on the test dates specified by the District and/or the SCDE
  - b. failing to maintain an appropriate testing environment free from undue distractions
  - c. failing to proctor the test to ensure that examinees are engaged in appropriate testing-taking activities
  - d. providing examinees with access to test questions or specific test content prior to testing
  - e. make answers or answer keys available to examinees
  - f. keeping, copying, reproducing, or using in any manner inconsistent with the instructions provided by or through the district and/or the SCDE any test, test question, or specific test content
  - g. keeping, copying, reproducing, or using in any manner inconsistent with test security regulations or the instruction provided by or through the District, the SCDE, any other sources, all or any portion of any secure test booklet or examinee responses to any item, items, or any section of a secure test
  - h. coaching examinees, altering examinee responses, or interfering with examinee responses in any way prior to, during, or after testing (this includes hinting to examinees about the correctness or incorrectness of their responses)
  - i. failing to follow security regulations or instructions specified in the test manuals for distribution, storage, or return of secure test materials as directed or failing to account for all secure test materials before, during, or after testing
  - j. failing to follow directions pertaining to the administration of a test as specified in the test manuals for that test. This section includes failure to clear the memory of calculators used on a test as directed in the test manual

- k. allowing, participating in, assisting in, or encouraging any unauthorized access to test materials prior to, during, or after testing
  - l. disclosing the contents of any portion of secure materials or discussing the content of secure tests with examinees, teachers, or other educators before, during, or after testing
  - m. leaving in view of examinees during test administration any materials that are content or conceptually related to the subject area(s) being assessed
  - n. providing references or tools other than those specifically allowed in test manuals and/or providing reference or tools during test administration at times other than those specifically allowed in test manuals
  - o. not providing appropriately agreed-upon accommodations (to include customized test forms and modifications) as appropriate for students with individualized education programs (“IEPs”) or Section 504 plans (this includes providing more accommodations, e.g., customization and/or modifications, than appropriately agreed upon)
  - p. excluding examinees or exempting from assessment students who should be assessed
  - q. failing to return materials for all examinees
  - r. engaging in inappropriate test preparation practices that invalidate the test scores
  - s. revealing test scores or test performance to anyone not involved in the education of the examinee
  - t. altering test scores in electronic records or files
  - u. participating in, directing, aiding, counseling, assisting in, or encouraging a violation of any of the acts in this section
  - v. failing to report a security breach, including but not limited to, any of the acts prohibited in this section
5. The District and the SCDE have the right and responsibility to observe and to record test administration and scoring activities with or without prior notice. In rare circumstances, the recording may be used by the SCDE to invalidate a student’s score. Since test materials are secure, the SCDE has issued a directive that neither the schools nor the District may share a recording with anyone other than appropriate staff members of the SCDE. Examinees should be made aware that monitoring and/or recording might occur.
  6. Any suspected violation of security must be reported to the Director of the District’s Office of Accountability Services, who may in turn report the suspected violation to the SCDE and the S.C. Law Enforcement Division which is required by S.C. law to investigate allegations of violations of mandatory test security.

## **WEAPONS**

Section 16-23-420 of the Code of Laws of S.C. deals with carrying or displaying firearms in public buildings or areas adjacent thereto:

- A. It is unlawful for a person to possess a firearm of any kind on any premises or property owned, operated, or controlled by a . . . public school . . . or any publicly-owned building without the express permission of the authorities in charge of the premises or property.
- B. It is unlawful for a person to enter the premises or property described in subsection (A) and to display, brandish, or threaten others with a firearm.
- C. A person who violates the provisions of this section is guilty of a felony and, upon conviction, must be fined not more than five thousand dollars (\$5,000) or imprisoned not more than five (5) years, or both;
- D. This section does not apply to a guard, law enforcement officer, or member of the armed forces. (8/16/2004)

Section 16-23-430 of the Code of Laws of S.C. deals with carrying weapons on school property:

1. It shall be unlawful for any person, except state, county or municipal law enforcement officers or personnel authorized by school officials, to carry on his person, while on any elementary or secondary school property, a knife, with a blade over two inches long, a blackjack, a metal pipe or pole, firearms or any other type of weapon, device or object which may be used to inflict bodily injury or death.
2. A person who violates the provisions of this section is guilty of a felony and, upon conviction, must be fined not more than one thousand dollars (\$1,000) or imprisoned not more than five (5) years, or both. Any weapon or object used in violation of this section may be confiscated by the law enforcement division making the arrest. (1/1/94)