

CAMDEN FAIRVIEW SCHOOL DISTRICT

5204



CERTIFIED PERSONNEL POLICY MANUEL

Eddie Ray Moore Jr., Board President

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OVERVIEW

GENERAL REPEALER AND ADOPTION

The policies hereinafter contained repeal and replace each and every separate personnel policy in force for certified employees in CFSD effective July 1, 1999. After July 1, 1999, the written policies contained herein are the sole and only personnel policies of CFSD. Modifications of these policies shall be made from time to time as determined necessary by the Board of Education in consultation with the Certified Personnel Policies Committee consistent with and as required by law. All such modification shall be in writing and included in the master copy of this document maintained in the CFSD central office. The personnel policies shall be updated and distributed annually to all employees. These policies are revised to be effective for the 2022-23 school year.

EQUAL EMPLOYMENT AND EDUCATIONAL OPPORTUNITY

Camden Fairview School District shall operate the school district consistent with all federal and state laws prohibiting discrimination. There is a detailed policy prohibiting a particular form of gender discrimination, sexual harassment. This policy is found beginning on page 110 of these policies, and following. This policy contains a procedure to be followed by an employee desiring to complain about his form of discrimination. The part of the policy dealing with making a complaint is found beginning on page 105 of these policies, and following. All employees should note that the complaint procedure set forth in the sexual harassment policy is the same complaint procedure you should follow to complain about any other form of discrimination.

LICENSED PERSONNEL EMPLOYMENT

All prospective employees must fill out an application form provided by the District, in addition to any resume provided; all of the information provided is to be placed in the personnel file of those employed.

If the employee provides false or misleading information, or if he/she withholds information to the same effect, it may be grounds for dismissal. In particular, it will be considered a material misrepresentation and grounds for termination of contract of employment if an employee's licensure status is discovered to be other than as it was represented by an employee or applicant, either in writing on application materials or in the form of verbal assurances or statements made to the school district.

It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check.

All teachers who begin employment in the 2022-2023 school year and each school year thereafter shall demonstrate proficiency or awareness in knowledge and practices in scientific reading instruction as is applicable to their teaching position by completing the prescribed proficiency or awareness in knowledge and practices of the scientific reading instruction credential either as a condition of licensure or within one (1) year for teachers who are already licensed or employed as a teacher under a waiver from licensure.

Before the superintendent may make a recommendation to the Board that an individual be hired by the District, the superintendent shall check the Arkansas Educator Licensure System to determine if the individual has a currently suspended or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly by the District or providing substitute teaching services under contract with an outside entity.

The District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity, age, disability, or genetic information.

Inquiries on nondiscrimination may be directed to the Title IX Coordinator, who may be reached at 625 Clifton St. Camden, AR 71701, jmccall@cfsd.k12.ar.us, or (870)836-4193.

Any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator in person or by using the mailing address, telephone number, or email address provided above. A report may be made at any time, including during non-business hours, and may be on the individual's own behalf or on behalf of another individual who is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment.

For further information on notice of non-discrimination or to file a complaint, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

In accordance with Arkansas law, the District provides a veteran preference to applicants who qualify for one of the following categories:

1. A veteran without a service-connected disability;
2. A Veteran with a service-connected disability; and
3. A deceased veteran's spouse who is unmarried throughout the hiring process.

For purposes of this policy, "veteran" is defined as:

- a. A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or

- b. Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.

In order for an applicant to receive the veteran preference, the applicant must be a citizen and resident of Arkansas, be substantially equally qualified as other applicants, and do all of the following:

1. Indicate on the employment application the category the applicant qualifies for
2. Attach the following documentation, **as applicable**, to the employment application:
 - Form DD-214 indicating honorable discharge;
 - A letter dated within the last six months from the applicant's command indicating years of service in the National Guard or Reserve Forces as well as the applicant's current status;
 - Marriage license;
 - Death certificate;
 - Disability letter from the Veteran's Administration (in the case of an applicant with a service related disability).

Failure of the applicant to comply with the above requirements shall result in the applicant not receiving the veteran preference; in addition, meeting the qualifications of a veteran or spousal category does not guarantee either an interview or being hired.

While 34 C.F.R. § 106.8 requires that an individual be able to submit a report, including by telephone, both inside and outside of 1 business hours, we do not believe that this requires that the Title IX Coordinator must be on-call to receive phone calls at any time' instead, the number provided for individuals to use must allow individual wanting to report sexual discrimination or sexual harassment to the Title IX Coordinator to be able to leave a voice message for the Title IX Coordinator.

A.C.A. § 21-3-302 covers the requirements for giving a veteran preference during the application, interview, and hiring processes. The statute does not require districts to use a particular scoring method to demonstrate giving a preference and districts can continue using the system they have previously been using. However, A.C.A. § 21-3-302 and A.C.A. § 21-3-303 require districts be able to demonstrate that any qualifying applicant was given a preference during the entire application, interview, and hiring processes.

If a veteran who is not hired requests, the district must provide the veteran with his/her base score, adjusted score, and the successful candidate's score. While there is no statutorily required method, ASBA suggests districts use a numerical scoring rubric for the entire hiring process. The use of the such a rubric makes it easy to demonstrate a preference was given as you can point to where qualifying applicants received additional points. Districts that don't use numerical scoring method are required, upon a veteran's request, to provide all documentation allowed to be released under FOIA to the veteran to demonstrate how the preference was used to develop the list of qualified candidates to be interviewed and to select the person actually hired.

Legal References: Division of Elementary and Secondary Education Rules Governing Background Checks

A.C.A. § 6-17-301

A.C.A. § 6-17-410

A.C.A. § 6-17-411

A.C.A. § 6-17-428

A.C.A. § 6-17-429

A.C.A. § 21-3-302

A.C.A. § 21-3-303

28 C.F.R. § 35.106

29 C.F.R. part 1635

34 C.F.R. § 100.6

34 C.F.R. § 104.8

34 C.F.R. § 106.8

34 C.F.R. § 106.9

34 C.F.R. § 108.9

34 C.F.R. § 110.25

Dated Adopted:

Last Revised:

PERSONNEL POLICIES COMMITTEE

1. The Personnel Policies Committee's existence, role and function are mandated by law, and it is the policy of CFSD to operate consistent with those mandates both in regard to the selection of the committee and in dealing with it
2. Presently the committee consists of fifteen classroom teachers serving on a two-year rotation, and three administrators.

PERSONNEL SCHOOL CALENDAR

1. The Superintendent and Personnel Policy Committee shall present to the Board, for its approval, the calendar for the succeeding year at the April regular Board meeting. The superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals. The PPC shall have the time prescribed by law and/or policy in which to make any suggested changes before the Board may vote to adopt the calendar.
2. The District shall not establish a school calendar that interferes with any scheduled testing that might jeopardize or limit the valid testing the comparison of student learning gamins.
3. The District shall operate by the following calendar.

Camden Fairview School District 2022 - 2023

August							September							October						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
	1	2	3	4	5	6					1	2	3							1
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
														30	31					

10 - Staff Report Back & PD
22 - School Begins 1st Quarter

5 - Labor Day / No School
26-27 P/T Conf. 3:30-6:30

18 - End of 1st Quarter 41 Days
19 - Start of 2nd Quarter

November							December							January						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30	31				

4 - AEA / PD-No School
21-25 Thanksgiving Break

21 - End of 2nd Quarter 40 days
22 - Jan 3 Christmas Break

4 - PD Day / No School
5 - Start of 3rd Quarter
16 - MLK Day / No School

February							March							April						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
				1	2	3					1	2	3							1
5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

6-7 P/T Conf. 3:30 - 6:30
20 - President's Day / No School

16 - End of 3rd Quarter 49 Days
17 - Start of 4th Quarter
20-24 Spring Break / No School

7 - Good Friday / No School

May							June						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
	1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	

29 - Memorial Day / No School

1 - End of 4th Quarter 48 Days
2 - PD Day / No School
5 - 9 Inclement Weather/Emergency Days



ETHICS AND OFF-DUTY ACTIVITIES

POLITICAL ACTIVITIES AND ELECTION TO OFFICE

Political Activities

1. Employees are free to engage in political activity outside of work hours to the extent that it does not affect the performance of their duties or adversely affect important working relationships.
2. It is specifically forbidden for employees to engage in political activities on the school grounds or during work hours. The following activities are forbidden on school property:
 - a. Using students for preparation or dissemination of campaign materials;
 - b. Distributing political materials;
 - c. Distribution or otherwise seeking signatures on petitions of any kind;
 - d. Discussing political matters with students, in the classroom, in other than circumstances appropriate to the Frameworks and/or the curricular goals and objectives of the class.

Election to Office

3. Employees of the district are encouraged to exercise their rights as citizens and run for election to or accept appointment to public office. This freedom, is subject, however, to the following policies.
4. Employees elected or appointed to offices requiring some full-time service, such as the Arkansas General Assembly, may utilize the existing leave of absence policy and receive an unpaid leave for the actual period of full-time public service. An employee who is elected to any elective or appointive public office (not legally or constitutionally inconsistent with employment by a public school district) shall not be terminated or demoted as a result of such service. Not that the Attorney General's opinion of Arkansas law is that the district is prohibited from granting employees time off with pay for the purpose of engaging in public service or related activities.
5. Employees may use their personal days, vacation days, for less than full-time public service and related activities under existing policies for utilization of such time off. Note that under existing district policies and Arkansas law, time off for public service is not reimbursable by using teacher sick leave. Claiming teacher sick leave time for reasons other permitted by these policies and Arkansas law is fraudulent and could subject an employee to discipline up to and including termination.
6. Prior to taking leave, and as soon as possible after the need for such leave is discerned by the employee, he or she must make written request for leave to the Superintendent, setting out, to the degree possible, the dates such leave is needed.
7. Under Arkansas law, a school board member cannot be employed by the school district whose board of education the board member serves.

SOLICITATION AND PETITIONS

1. There shall be no systematic solicitation of any employee or any student, including circulation of petitions, by any other employee without first obtaining the express written permission of the building principal. As a general rule, no form of solicitation not directly related to the educational process will be approved to be engaged in by any employee during times and in places where educational interaction between employees and students is taking place. Only solicitation of students to participate in or support academic or extracurricular activities will normally be considered directly related to the educational process. Likewise, solicitations of students by employees or others will generally be approved, if at all, only after close scrutiny to ensure that the activity does not interfere with the educational process. Any solicitation of employees by other employees that is approved will generally be limited to non-working times and nonworking areas of the buildings.
2. It is the intent of this policy that it apply to all solicitation and that solicitation be broadly defined to include all requests by one person for action or inaction from another person.

PERSONNEL OUTSIDE EMPLOYMENT

1. An employee of the District may not be employed in any other capacity during regular working hours.
2. An employee may not accept employment outside of his or her district employment which will interfere, or otherwise be incompatible with the District employment, including normal duties outside the regular work day; nor shall an employee accept other employment which inappropriate for an employee of a public school.
3. The Superintendent, or his designee(s), shall be responsible for determining whether outside employment is incompatible, conflicting or inappropriate.
4. When a licensed employee is additionally employed by the District in either a classified capacity or by a contract to perform supplementary duties for stipend or multiplier, the duties, expectations, and obligations of primary licensed position employment contract shall prevail over all other employment duties unless the needs of the district dictate otherwise. If there is a conflict between the expectations of the primary licensed position and any other contracted position, the licensed employee shall notify the employee's building principal as far in advance as is practicable. The building principal shall verify the existence of the conflict by contacting the supervisor of the secondary contracted position. The building principal shall determine the needs of the district on a case-by-case basis and rule accordingly. The principal's decision is final with no appeal to the Superintendent or the School Board. Frequent conflicts or scheduling problems could lead to the non-renewal or termination of the classified contract of employment or the contract to perform the supplementary duties.
5. **Sick Leave and Outside Employment.** Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Unless an exception is expressly permitted by other District policy, an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA, shall be subject to discipline up to and including termination.

DEBTS

1. For the purposes of this policy, “garnishment” of a district employee is when the employee has lost a lawsuit to a judgment creditor who brought suit against a school district employee for an unpaid debt, has been awarded money damages as a result, and these damages are recoverable by filing a garnishment action against the employee’s wages.
2. All employees are expected to meet their financial obligations. If an employee writes “hot” checks or has his/her income garnished by a judgement creditor, dismissal may result.
3. An employee will not be dismissed for having been the subject of one garnishment. However, a second or third garnishment may result in dismissal. The Superintendent may take into consideration other factors in deciding whether to recommend, and other financial problems which come to the attention of the District.
4. At the discretion of the Superintendent, he/she or his/her designee may meet with an employee who has received a second garnishment for the purpose of warning the employee that a third garnishment will result in a commendation of dismissal to the School Board.
5. A Garnishment for child support, student loans or IRS liens, or voluntary deductions levied against an employee’s wages are not automatically considered by CFSD to be a failure to meet financial obligations and therefor will not result in discipline under this policy unless they are the subject of a judgment as described in paragraph 1.

OBTAINING AND RELEASING STUDENT'S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION

Obtaining Eligibility Information

1. A fundamental underpinning of the National School Lunch and School Breakfast Programs (Programs) is that in their implementation, there will be no physical segregation of, discrimination against, or overt identification of children who are eligible for the Program's benefits. While the requirements of the Programs are defined in much greater detail in federal statutes and pertinent Code of Federal Regulations, this policy is designed to help employees understand prohibitions on how the student information is obtained and/or released through the Programs. Employees with the greatest responsibility for implementing and monitoring the Programs should obtain the training necessary to become fully aware of the nuances of their responsibilities.
2. The District is required to inform households with children enrolled in District schools of the availability of the Programs and of how the household may apply Programs benefits. However, the District and anyone employed by the district is **strictly forbidden** from **requiring** any household or student within a household from submitting an application to participate in the program. There are NO exceptions to this prohibition and it would apply, for example, to the offer of incentives for completed forms, or disincentives or negative consequences for failing to submit or complete an application. Put simply, federal law requires that the names of the children shall not be published, posted or announced in any manner.
3. In addition to potential federal criminal penalties that may be filed against a staff member who violates the prohibition, the employee shall be subject to discipline up to and including termination.

Releasing Eligibility Information

4. As part of the district's participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data's confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information as permitted by law. Federal law governs how eligibility data may be released and to whom.
5. Some data may be released to government agencies or programs authorized by law to receive such data without parental consent, while other data may only be released after obtaining parental consent. In both instances, allowable information shall only be released on a need to know basis to individuals authorized to receive the data. The recipients shall sign an agreement with the district specifying the names or titles of the persons who may have access to the eligibility information. The agreement shall further specify the specific purpose(s) for which the data will be used and how the recipient(s) shall protect the data from further, unauthorized disclosures.
6. The superintendent shall designate the staff members(s) responsible for making eligibility determination. Release of eligibility information to other district staff shall be limited to as few individuals as possible who shall have a specific need to know such information to perform their job responsibilities. Principals, counselors, teachers, and administrators shall not have routine access to eligibility information or status.
7. Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.

Legal References: Commissioner's Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018

7 CFR 210.1-210.31

7 CFR 220.1-220.22

7 CFR 245.5, 245.6, 245.8

42 ISC 1758(b)(6)

CONDUCT

DRESS CODE

1. Employees shall ensure that their dress and appearance are professional and appropriate to their positions.
2. Employees shall not practice any form of dress or grooming that disrupts, or has the potential to disrupt the learning process for the individual student, or climate of the school.
3. The following items are considered not to be professional:
 - a. Tight fitting or body contouring clothing
 - b. Leggings, unless the top is dress length or no more than a dollar's width above the knee in the front and back.
 - c. Revealing clothing whether if it is cut to low, see through, or showing the midriff,
 - d. Backless tops, cropped tops, tank tops or muscle shirts,
 - e. Sweatshirts, sweat pants, sweat suits, shorts or athletic attire unless you are teaching or coaching, physical education classes sports,
 - f. Scrubs unless it is part of your profession (nurses),
 - g. Hats inside or outside of the buildings unless they are worn for health reasons, unless having outside duty,
 - h. Clothing with inappropriate or distracting non-school logos or language including sports teams, advertising, or vulgar language.
 - i. Exposing underwear of any type,
 - j. Any denim pant, regardless of length, style, color or dye treatment,
 - k. Beach type sandals or flip-flops whether they are plastic or rubberized (Crocs).
4. A casual Friday may consist of jeans with a school shirt, professional shirt or blouse.
5. Building Principals have the authority to allow a variation of dress code for fund raisers such as \$1.00 Hot Day, Blue Jean Day etc. and special events such as Homecoming Week, Holiday, etc.
6. Building Principals shall be responsible for the compliance to the dress code within their school, declaring any other manner of dress unsuitable if in their opinion it is deemed inappropriate or does not reflect the proper image of a professional.

FRATERNIZATION

1. A positive and professional interaction between students and faculty is extremely beneficial to the existence of a quality educational environment. It is therefore very desirable that relationships between students and faculty that foster such interaction should be encouraged. In the other hand, romantic and sexual relationships between employees and students are unhealthy, unsafe, and destructive to the people involved, as well as being the very antithesis of a quality educational environment. Therefore, any employee who engages in a sexual relationship or in a personal romantic relationship with a student will be subject to first offense termination without further warning.
2. Sexual contact is sufficiently clear term in that it requires no additional definition or amplification. The addition of romantic relationship to this prohibition is intended to make clear that it is not necessary to prove sexual contact between student and employee to have a violation of this policy. A romantic relationship, which is also prohibited, would be characterized by social contacts in the nature of dating and oral or written communications discussion strong affection or love for one another. Finally, a communication between an employee and student, whether oral, written, or electronic, that is sexually explicit, or sexually suggestive is strongly indicative of improper conduct and the existence of a prohibited relationship.
3. It is the duty of every employee of the district to report to a building principal, equivalent immediate supervisor, or the superintendent any conduct believed constitutes a violation of fraternization policy. Failure to do so can itself be grounds for serious discipline up to and including termination.

PARENT-TEACHER COMMUNICATION

1. The district recognizes the important of communication between teachers and parent or thither adults standing in the position of a parent to a particular student. To help promote positive communication, parent/teacher conference shall be held once each semester. Parent-teacher conferences are encouraged and may be requested by parents or other responsible adults when they feel they need to discuss their child's progress with his/her teacher.
2. Teachers are required to communicate during the school year with the parent or other responsible adult of each of their students to discuss their academic progress, unless the student has been placed in the custody of the Department of Human Services and the school has received a court order prohibiting parent or legal guardian participation in parent teacher conferences. More frequent communication is required with the parent or other responsible adult for students who are performing below grade level.
3. All parent/teacher conferences shall be scheduled at a time and place to best accommodate those participating in the conference. Each teacher shall document the participation or non-participation of the parent or other responsible adult for each scheduled conference.
4. If a student is to be retained at any grade level or denied course credit, notice of, and the reasons for retention, shall be communicated promptly in a personal conference.

CELL PHONES AND CELL PHONE USE

1. Use of cell phones or other electronic communication devices by employees during instructional time for other than instructional purposes is strictly forbidden unless specifically approved in advance by the superintendent, building principal, or their designees.
2. The school district may furnish cell phones to personnel. The decision to furnish a cell phone, and the decision of which persons to be furnished cell phones, are decision within the sole discretion of the administration. School cell phones shall be used only for school business, and not for personal business.
3. School employees who use school issued cell phones and/or computers for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. School employees who are issued District cell phones due to the requirement of their position may use the phone of person use on a n “as needed” basis provided it is not during instructional time.
4. All employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.
5. No employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to in including termination.
6. When considering the pros and cons of school issued technology, keep in that any correspondence made on such technology (cell phone, iPad, computer) would be subject to inspection under the Freedom of Information Act. Because it is district issued, there would be no differentiation between personal and school use.

Legal References: IRS Publication 15 B

A.C.A § 27-51-1602

A.C.A § 27-51-1609

SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION SERVICES

1. A "School Bus" is a motorized vehicle that meets the following requirements:
 - a. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefits of the District; and
 - b. Is operated for the transportation of students from home to school, from school to home, or to and from school events
2. Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages. IF the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:
 - a. An emergency system response operator or 911 public safety communications dispatcher;
 - b. A hospital or emergency room;
 - c. A physician's office or health clinic;
 - d. An ambulance or fire department rescue service;
 - e. A fire department, fire protection district, or volunteer fire department; or a police department.
3. In addition to statutorily permitted fines, violations of this policy shall be grounds for disciplinary action up to and including termination.

Legal References:

A.C.A § 6-19-120

PERSONNEL COMPUTER USE AND INTERNET ACCESS

Please read this document carefully before signing the Internet Use Agreement.

1. The Camden Fairview School District provides computers and/or Internet access for many employees in performing work related tasks and obtaining information directly related to the employee's job. Persons using a school district owned computer, or school district provided Internet access, have no expectation of privacy in any aspect of their computer use or Internet access. This includes email. Email and computer use are subject to surveillance, monitoring, and inspection by the school district at any time without advance notice or permission. Email and computer use records may also be subject to public disclosure under applicable freedom of information laws. Consequently, no employee or student-related reprimands or other disciplinary communications should be made through email.
2. Passwords and security procedures are to be utilized as assigned and directed. Confidentiality of student records and personnel records is to be strictly maintained against unauthorized disclosure at all times. Employees must not disable or bypass security procedures, compromise, attempt to compromise, or disable the district's technology network security, alter data without authorization, disclose passwords to other persons, or permit computer access to students other than as specifically designated for student use. It is the policy of the school district to equip each computer with internet filtering software designed to prevent users from accessing material that maybe harmful to minors. Such software shall not be disable other than by the District Technology Administrator or designee, and then only to enable access by an adult for legitimate educational purposes.
3. An employee who misuses a computer or Internet access is subject to discipline up to and including termination or non-renewal of employment contract. Examples of computer/Internet misuse include: excessive personal use; personal use during work or instruction time; using a computer to violate another school district policy; using a computer to violate a local, state, or federal law or regulations; and knowingly or negligently allowing unauthorized access. The punishment imposed for misuse violations will be determined at the discretion of the administration taking into consideration the seriousness of the misuse. Employees are expressly cautioned that repeated minor misuse will, after waring, be cause for termination or non-renewal of your employment contract. Employees are also expressly cautioned that using a computer to access, created, view, display or send sexually explicit text or graphics or pornography is a disciplinary offense of the fist magnitude that will likely result in first offense termination without prior warning. Pornography as used here refers to works or images of sexually explicit or sexually suggestive nature that appears intended to appeal to a person's prurient interest.

Legal References: 20 USC 6801 et seq. (Children's Internet Protections Act; PL 106-554)

A.C.A. § 6-21-107

A.C.A § 6-21-111

EMPLOYEE COMPUTER AND INTERNET USE AGREEMENT

Name (Please Print) _____

School _____ Date _____

The **Camden Fairview** School District agrees to allow the employee identified above (“Employee”) to use the district’s technology to access the Internet under the following terms and conditions:

1. Conditional Privilege: The employee’s use of the district’s access to the Internet is a privilege conditioned on the employee abiding by this agreement and the district’s computer use and Internet access policy. A copy of that policy is attached hereto. By signing this agreement, the employee acknowledges that the employee has read and understand the district’s policy on computer use both generally and specifically in regard to imposition of discipline and punishment for misuse of a computer or Internet access.
2. Responsibility: It is all staff members’ responsibility to educate students about appropriate online behavior, including interaction with other individuals on social networking sites/chatrooms, and cyber bullying awareness and response.
3. Acceptable Use: The Employee agrees that in using the District’s Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee’s use of the District’s Internet access interfere with, or detract from, the performance of his/her job-related duties.
4. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up to and including termination.
5. “Misuse of the District’s access to the Internet” includes, but is not limited to, the following:
 - a. Using the Internet for any activities deemed lewd, obscene, vulgar, pornographic as defined by prevailing community standards, and as defined in the computer use and Internet access policy attached hereto;
 - b. Using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
 - c. Posting anonymous messages on the system;
 - d. Using encryption software;
 - e. Wasteful use of limited resources provided by the school including paper;
 - f. Causing congestion of the network through lengthy downloads of files;
 - g. Vandalizing data of another user;
 - h. Obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks,
 - i. Gaining or attempting to gain unauthorized access to resources or files’
 - j. Identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
 - k. Using the network for financial or commercial gain without district permission;
 - l. Theft or vandalism of data, equipment, or intellectual property;
 - m. Invading the privacy of individuals;
 - n. Using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
 - o. Introducing a virus to, or otherwise improperly tampering with, the system;
 - p. Degrading or disrupting equipment or system performance;

- q. Creating a webpage or associating a webpage with the school or school district without proper authorization;
 - r. Attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
 - s. Providing access to the District's Internet Access to authorized individuals;
 - t. Taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
 - u. Making unauthorized copies of computer software;
 - v. Personal use of computers during instructional time;
 - w. Installing software or hardware on district computers without prior approval of technology director or his/her designee; or
 - x. Bullying is prohibited which includes cyber bullying as outlined in ACT 115 of 2007.
6. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the District's computers or the Internet including penalties for copyright violations.
7. No Expectation of Privacy: The Employee signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee's use of the District's Internet Access and may also examine all system activities the Employee participates in, including by not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.
8. Signature: The Employee, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.

Employee's Signature _____ Date _____

SOCIAL NETWORKING AND ETHICS

Definitions

1. Social Media Account: a personal, individual, and non-work related account with an electronic medium or service where users may create, share, or view user generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as Facebook, Twitter, LinkedIn, Myspace, Snapchat, or Instagram.
2. Professional/education Social Media Account: an account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or location, such as Facebook, Twitter, LinkedIn, Myspace, Instagram.
3. Blogs: are a type of networking and can be either social or professional in their orientation. Professional blogs are encouraged and can provide a place for teachers to post homework, keep parents up-to-date, and interact with students concerning school related activities. Social blogs are discouraged to the extent they involve teachers and students in a non-education oriented format.

Policy

4. Technology used appropriately gives faculty new opportunities to engage students. District staff is encouraged to use educational technology, the Internet, and professional/education social networks to raise student achievement and to improve communication with parents and students. Technology and social media accounts also offer staff many ways they can present themselves unprofessionally and/or interact with students inappropriately.
5. It is the duty of each staff member to appropriately manage all interactions with students, regardless of whether contact or interaction with a student occur face-to-face or by means of technology, to ensure that the appropriate staff/student relationship is maintained. This includes instances when students initiate contact or behave inappropriately themselves.
6. Public school employees are, and always have been, held to a high standard of behavior. Staff members are reminded that whether specific sorts of contacts are permitted or not specifically forbidden by policy, they will be held to a high standard of conduct in all their interaction with students. Failure to create, enforce and maintain appropriate professional and interpersonal boundaries with students could adversely affect the District's relationship with the community and jeopardize the employee's employment with the district.
7. The Arkansas Department of Education *Rules Governing the Code of Ethics for Arkansas Educators* requires District staff to maintain a professional relationship with each student, both in and outside the classroom. The School Board of Directors encourages all staff to read and become familiar with the Rules. Conduct in violations of *the Rules Governing the Code of Ethics for Arkansas Educators*, including, but not limited to conduct relating to the inappropriate use of technology or online resources, may be reported to the Professional License Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.
8. Staff members are discouraged from creating personal social media accounts to which they invite students to be friends or followers. Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.
9. District employees may set up blogs and other professional/education social media accounts using District resources and following District guidelines to promote communications with students, parents, and the community concerning school related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social media during school hours is permitted.
10. Staff is reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of

technology. In fact, due to the vastly increased potential audience that digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability. A good rule of thumb for staff to use is, "if you would say it in class, don't say it online."

11. Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, including "likes" or comments that endorse or support the message or speech of another person, when expressed by staff on a social media website, have the potential to be disseminated far beyond the speaker's desire or intention. This could undermine the public's perception of the individual's fitness to educate students, thus undermining the teacher's effectiveness. In this way, the expression and publication of such opinions could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.
12. Accessing social media websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social media websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public the appearance that such access is occurring during instructional time. Staff shall not access social media websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration. All school district employees who participate in social media websites shall not post school district data, documents, photographs taken at school or of students, logos, or other district-owned or district-created information on any website. Further the posting of any private or confidential school district material on such websites is strictly prohibited.
13. Specifically, the following forms of technology based interactivity or connectivity are expressly prohibited or forbidden:
 - a. Sharing personal landline or cell phone numbers with students;
 - b. Text messaging students;
 - c. Emailing students other than through and to school controlled and monitored accounts;
 - d. Soliciting students as friends or contacts on social networking websites;
 - e. Accepting the solicitation of students as friends or contacts on social networking websites;
 - f. Creation of administratively approved and sanctioned "groups" on social networking websites that permit the broadcast of information without granting students access to staff member's personal information;
 - g. Sharing personal websites or other media access information with students through which the staff member would share personal information and occurrences.

Privacy of Employee's Social Media Accounts

14. In compliance with A.C.A. § 11-2-124, the District shall not require, request, suggest, or cause a current or prospective employee to:
 - a. Disclose the username and/or password to his/her personal social media account;
 - b. Add an employee, supervisor, or administrator to the list of contacts associated with his/her personal social media account;
 - c. Change the privacy settings associated with his/her personal social media account; or
 - d. Retaliate against the employee for refusing to disclose the username and/or password to his/her personal social media account.
15. The District may require an employee to disclose his or her username and/or password to a personal social media account if the employee's personal social media account activity is reasonably believed to be relevant to the investigation of an allegation of an employee violating district policy, or state, federal or local laws or regulations. If such an investigation occurs, and the employee refuses, upon request, to supply the username and/or password required to make an investigation, disciplinary actions

may be taken against the employee, which could include termination or nonrenewal of the employee's contract of employment with the District.

16. Not with standing any other provision of this policy, the District reserves the right to view any information about a current or prospective employee that is publicly available on in the Internet.
17. In the event that the district in advertently obtains access to information that would enable the district to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accord with other District policy for using district equipment or network capability to access such and account. Employees have expectation of privacy in their use of District issued computers, others electronic device, or use of the District's network. (See COMPUTER USE POLICY)

Cross Reference: COMPUTER USE POLICY

Legal References: A.C.A § 11-2-124

RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS EDUCATORS

DEPOSITING COLLECTED FUNDS

1. From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit such funds they have collected daily into the appropriate accounts for which they have been collected. The Superintendent or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.
2. Staff that uses funds collected in the course of their employment for personal purposes, or ho deposits such funds in a personal account, may be subject to discipline up to and including termination.

WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT OF FEDERAL FUNDS

1. For purposes of this policy, “Family member” includes:
 - a. An individual’s spouse;
 - b. Children of the individual or children of the individual’s spouse;
 - c. The spouse of a child of the individual or the spouse of a child of the individual’s spouse;
 - d. Parents of the individual or parents of the individual’s spouse;
 - e. Brothers and sisters of the individual or brothers and sisters of the individual’s spouse;
 - f. Anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual’s spouse; or
 - g. Anyone acting or serving as an agent of the individual or as an agent of the individual’s spouse.
2. No District employee, administrator, official, or agent shall participate in the selection, award, administration of a contract supported by federal funds, including the District Child Nutrition Program funds, if a conflict of interest exists, whether the conflict is real or apparent. Conflicts of interest arise when one or more of the following has a financial or other interest in the entity selected for the contract:
 - a. The employee, administrator, official, or agent;
 - b. Any family member of the District employee, administrator, official, or agent;
 - c. The employee, administrator, official, or agent’s partner; or
 - d. An organization that currently employs or is about to employ one of the above.
3. Employees, administrators, officials, or agents shall not solicit or accept gratuities, favors, anything of monetary value from contractors, potential contractors, or parties to sub-agreements including but not limited to:
 - a. Entertainment;
 - b. Hotel rooms;
 - c. Transportation;
 - d. Gifts;
 - e. Meals; or
 - f. Items of nominal value (e.g. calendar or coffee mug).
4. Violations of the Code of Conduct shall result in discipline, up to and including termination. The District reserves the right to pursue legal action for violations.
5. All District personnel involved in purchases with federal funds, including the child nutrition personnel, shall receive training of the Code of Conduct. Training should include guidance about how to respond when a gratuity, favor, or item with monetary value is offered.

Legal Reference: A.C.A. § 6-24-101 et seq.

Arkansas Department of Education Rules Governing the Ethical Guidelines And

Prohibitions for Educational Administrators,

Employees, Board Members and Other Parties

Commissioner’s Memo FIN 09-036

Commissioner’s Memo FIN 10-048

Commissioner’s Memo FIN 15-074

7 C.F.R. § 3016.36

7 C.F.R. § 3019.42

HEALTH AND SAFETY

TOBACCO-FREE WORKPLACE

1. Smoking or the use of tobacco or products containing tobacco in any form in or on any real or personal property owned or controlled by the school district, including school buses or vehicles owned by the district, is prohibited.
2. This policy's prohibition includes but is not limited to cigarettes, cigars, chewing tobacco, snuff, e-cigarettes, e-cigars, e-pipes, or other tobacco or nicotine delivery system or product. The sole exception is recognized tobacco cessation products.
3. Violation of this policy by employees shall be ground for disciplinary action up to, and including dismissal.

DRUG FREE WORKPLACE

1. The school district has a compelling interest in the safety of its students, as well as in their educational, social, and behavioral development. The district also has a compelling interest in providing its employees with a safe, health, and professional environment in which to work. To promote these and other legitimate interests the district adopts this drug free workplace policy. It is, therefore, the district's policy that district employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, alcohol, as well as inappropriate or illegal use of prescription drugs. Such actions are prohibited both while at work, and in the performance of work-related tasks while off district property. Violation of this policy will subject the employee to discipline, up to and including termination.
2. The district will establish a drug-free awareness program to inform employees about:
 - a. The danger of drug abuse in the workplace;
 - b. The district's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance abuse programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations.

AR Benefits Substance Abuse Information Be Safe. Be Smart. Get Help

For free, confidential counseling and support, contact your Employee Assistance Program anytime, 24 hours a day, 7 days a week.

Call: 877.247.4621 TDD: 800.697.0353

Online: ARBenefits.org

3. It is a violation of this policy for an employee to be under the influence of, or in illegal possession of, any illegal drug or controlled substance, whether or not engaged in any school or school-related activity, if the behavior of the employee, if under the influence, is such that it is inappropriate for a school employee in the opinion of the superintendent.
4. Possession, use, or distribution of drug paraphernalia by any employee, whether or not engaged in school or school-related activities, may subject the employee to discipline, up to and including termination. Possession in one's vehicle or in an area subject to the employee's control will be considered to be possession as though the substance were on the employee's person.
5. It shall not be necessary for an employee to test at a level demonstrating intoxication by any substance to violate this policy. It is enough to constitute a violation that an employee physically manifests being under the influence of alcohol or a controlled substance. Those physical manifestations include, but are not limited to:
 - a. Unsteadiness;
 - b. Slurred speech
 - c. Dilated or constricted pupils;
 - d. Incoherent or irrational speech;
 - e. Or the presence of an odor associated with a prohibited substance on one's breath or clothing.

The fact that an employee maybe unintentionally under the influence, e.g., unexpected reaction to prescription medication, does not negate the violation of this policy, but is a factor to be considered in determining what punishment, if any, would result from the violation.

6. When the administration is confronted by an employee it suspects might be under the influence of alcohol or a controlled substance, it may request that the employee immediately submit to a chemical test of the employee's blood, breath, or urine to determine the presence of alcohol or controlled substance therein. The test will be at the expense of the district. It will be conducted in the same manner as the tests in the student drug testing policy. Refusal of a test request by the employee will be considered by the administration as evidence of being under the influence. Should an employee desire to provide the District with the results of a blood, breath, or urine analysis, such results will be taken into account by the District only if the sample is provided within a time range that could provide meaningful results and only by a testing agency chosen or approved by the District.
7. Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the expense of the District or the District's worker's compensation carrier. Failure of the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications may be grounds for the denial of worker's compensation benefits.
8. Any employee who is charged with a violation of any state or federal criminal statute relating to the possession, use, or distribution of illegal drugs, other controlled substance, alcohol, or drug paraphernalia must notify his or her supervisor of the charge within five (5) weeks days, excluding holidays, of having been charged. The supervisor who is notified of such a charge shall notify the superintendent immediately. If the supervisor is not available to the employee for any reason, the employee shall notify the superintendent within the five (5) day week.
9. Any employee so charged is subject to discipline, up to and including termination. However, the failure of an employee to notify his or her supervisor or the Superintendent of having been so charged shall result in that employee being recommended for termination by the Superintendent.
10. Any employee convicted of any state or federal criminal drug statute violation shall report the conviction within five (5) calendar days to the superintendent. Within ten (10) days of receiving such notification, whether from the employee or any other source, the administration shall notify the federal granting agencies from which it receives funds of the conviction. Compliance with these requirements and prohibitions is mandatory and is a condition of employment.
11. Being convicted of violation of a state or federal criminal controlled substances statute is a disciplinary offense of the first magnitude that will normally result in first offense termination without warning or progressive discipline.
12. Employees are reminded that reporting for work while impaired from prescription medications is a violation of this policy. The burden is on the employee to learn the possible effects of any prescribed medication and refrain from reporting to work in the same manner as the employee would for any other condition that makes the employee physically unable to perform his or her job. Any employee who reports for duty and is so impaired, as determine by his or her supervisor, will be sent home. The employee shall be given sick leave, if owed any. The District or employee will provide transportation for the employee, and the employee may not leave campus while operating any vehicle. It is the responsibility of the employee to contract his or her physician in order to adjust the medication, if possible, so that the employee may return to his or her job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he or she will, again, be sent home and given sick leave, if owed any. Should the employee attempt to return to work while impaired by prescription medication a third time the employee may be subject to discipline, up to and including a recommendation of termination.

13. Employees are also cautioned against bringing prescription medications to work even for legitimate self-medicating. This policy does not absolutely prohibit it because there are circumstances under which it is necessary and reasonable to have one's prescription medication at work. However, the burden is strictly on the employee to manage the situation in a manner that does not result in a violation of this policy, including being responsible for the medication not coming into the possession of another person. Remember that the fact that a prescription is required to obtain the medication means that it is a controlled substance. If there is any way to do it, the employee should manage without introducing the medication into the workplace.
14. Any employee who possesses, uses, distributes, or is under the influences of a prescription medication obtained by a means other than his or her own current prescription shall be treated as though he was in possession, possession with intent to deliver, or under the influence of an illegal substance. An illegal drug or other substance is one which is (a) not legally obtainable; or (b) one which is legally obtainable, but which has been obtained illegally. The District may require an employee is lawfully able to receive such education. Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.
15. A report to the appropriate licensing agency shall be filed within seven (7) days of:
 - a. A final disciplinary action taken against an employee resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances; or
 - b. The voluntary resignation of an employee who is facing a pending disciplinary action resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances.
16. The report filed with the licensing authority shall include, but not limited to:
 - a. The name, address, and telephone number of the person who is the subject of the report; and
 - b. A description of the facts giving rise to the issuance of the report.
17. When the employee is not a healthcare professional, law enforcement will be contacted regarding any final disciplinary action taken against an employee for the diversion of controlled substances to one (1) or more third parties.

DRUG FREE WORKPLACE ACKNOWLEDGEMENT

I, _____, hereby certify that I have been presented with a copy of the Camden Fairview School District's drug-free workplace policy, that I have read the policy, and that I will abide by its terms as a condition of my employment with the Districts.

Signature _____

Date _____

PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

1. **Definition.** Bullying is any pattern of behavior by a student, or a group of students, that is intended to harass, intimidate, ridicule, humiliate, or instill fear in another child or group of children. Bullying behavior can be a threat of, or actual, physical harm or it can be verbal abuse of the child. Bullying is a series of recurring action committed over a period of time directed toward one, or successive, separate actions directed against multiple students.
2. Teachers and other school employees who have witnessed or are reliably informed that a student has been a victim of bullying as defined in this policy, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the principal. The principal or his/her designee shall be responsible for investigating the incidents(s) to determine if disciplinary action is warranted. Also, District staff are required to help enforce implementation of the district's anti-bullying policy. However, any school or district employee who has reported violations under the school district's policy shall be immune from any tort liability which may arise from the failure to remedy the reported incident.
3. Students who bully another person are to be held accountable for their action whether it occurs on school grounds; off school grounds at a school sponsored or approved function, activity, or event; or going to or from school or a school activity. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

DESE has created a guidance document on bullying that could be useful in developing staff and student training on bullying. The document can be found at:

www.dese.ade.arkansas.gov/communications/safety/anti-bullying-and-violence-prevention

DUTY TO REPORT CHILD ABUSE, MALTREATMENT, OR NEGLECT

1. It is the statutory duty of licensed school district employees who have reasonable cause to suspect child abuse or maltreatment to directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by calling 1-800-482-5964. Failure to report suspected child abuse, maltreatment or neglect by calling the Hotline can lead to criminal prosecution and individual civil liability of the person who has this duty. Notification of local or state law enforcement does not satisfy the duty to report; only notification by mean of the Child Abuse Hotline discharges this duty.
2. The duty to report suspected child abuse or maltreatment is a direct and personal duty, and cannot be assigned or delegated to another person. There is not duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquire to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rile out such belief. Employees and volunteers who call the Child Abuse hotline in good faith are immune from civil liability and criminal prosecutions.
3. By law, no school district or school district employee may prohibit or restrict an employee or volunteer from directly reporting suspected child abuse or maltreatment, or require that any person notify or seek permission from any person before making a report to the Child Abuse Hotline.

Legal References:

A.C.A. § 12-18-107

A.C.A. § 12-18-201 et seq.

A.C.A. § 12-18-402

BUS DRIVER DRUG TESTING

1. Each person hired for a position that allows or requires the employee to operate a school bus shall meet the following requirements:
 - a. The employee shall possess a current commercial vehicle drivers license for driving a school bus;
 - b. The employee must have undergone a physical examination, which shall include a drug test, by a licensed physician or advanced practice nurse within the past two years; and
 - c. The employee shall possess a current valid certificate of school bus driver in-service training.
2. Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test result for that employee. The offer of employment is also conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.
3. **Method of Testing.** The collection, testing methods, and standards shall be determined by the agency or other medial organization(s) chosen by the School Board to conduct the collection and testing of samples. The drug and alcohol testing is to be conducted by a laboratory certified pursuant to the most recent guidelines issued by the United States Department of Health and Human Services for such facilities. ("Mandatory Guidelines for Federal Workplace Drug Testing Programs").
4. **Definitions.**
 - a. "Safety sensitive function" includes:
 - i. All time spent inspecting, servicing, and/or preparing the vehicle;
 - ii. All time spent driving the vehicle;
 - iii. All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
 - iv. All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
 - b. "School Bus" is a motorized vehicle that meets the following requirements:
 - i. Is designed to carry more than ten (10) passengers;
 - ii. Is owned, leased or otherwise operated by, or for the benefit of the District, or is privately owned and the owner is compensated by the District for its operation; and
 - iii. Is operated for the transportation of student from home to school, from school to home, or to and from school events.
5. **Requirements.** Employees shall be drug and alcohol free from the time the employee is required to be ready to work until the employee is relieved from the responsibility for performing work and/or any time they are performing a safety-sensitive function. In addition to the testing required as an initial condition of employment, employees shall submit to subsequent drug tests as required by law and/or regulation. Subsequent testing includes, and/or is triggered by, but is not limited:
 - a. Random tests;
 - b. Testing in conjunction with an accident;
 - c. Receiving a citation for a moving traffic violation; and
 - d. Reasonable suspicion.
6. **Prohibitions.** Violations of any of the following prohibitions may lead to disciplinary action being taken against the employee, which could include termination or non-renewal:
 - a. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;

- b. No driver shall use alcohol while performing safety-sensitive functions;
 - c. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
 - d. No driver required to take a post-accident alcohol test under #2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
 - e. No driver shall refuse to submit to an alcohol or drug test conjunction with #1,2, and/or 4 above;
 - f. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner who, with knowledge of the driver's job responsibilities, has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
 - g. No driver shall report for duty, remain on duty, or perform a safety sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.
7. **Testing for Cause.** Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty-two (32) hours following an accident for which they received a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
8. **Refusal to Submit.** Refusal to submit to an alcohol or controlled substance test means that the driver:
- a. Failed to appear for any test within a reasonable period of time as determined by the employer consistent with applicable Department of Transportation agency regulation;
 - b. Failed to remain at the testing site until the testing process was completed;
 - c. Failed to provide a urine specimen for any required drug test;
 - d. Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
 - e. Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
 - f. Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
 - g. Failed to cooperate with any of the testing process; and/or;
 - h. Adulterated or substituted a test result as reported by the Medical Review Officer.
 - i. School bus drivers should be aware that refusal to submit to a drug test when the test is requested based on a reasonable suspicion can constitute grounds for criminal prosecution.

Consequences for Violations

- 9. Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.
- 10. Drivers who are suspected of violating this policy shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the

work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulable observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the driver to submit to “reasonable suspicion” tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver the Superintendent or his/her designee shall remove the driver from reporting for, or remaining on, duty for the minimum of 24 hours from the time the observation was made triggering the driver’s removal from duty.

11. If the results for alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety sensitive functions for a period no less than 24 hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.
12. The CFSD Director of Transportation and Maintenance will present each driver with a copy of Camden Fairview School District’s DRUG and ALCOHOL ABUSE POLICY, which outlines the procedures that will be used in the testing for drugs and alcohol. All drivers will sign an acknowledgement that they have received all of the information contained in this policy. All licensed employees who are hired for driving a bus addition to their teaching responsibilities will be hired under separate contracts for each position.

Legal References:

A.C.A § 6-19-108

A.C.A § 6-19-119

A.C.A § 27-51-1504

A.C.A § 27-23-201 et seq.

49 C.F.R. § 382.101-605

49 C.F.R. § part 40

49 C.F.R. § 390.5

Arkansas Division of Academic Facilities and Transportation Rules

Governing Maintenance and Operations of Arkansas Public School

Buses and Physical Examinations of School Bus Drivers

BUS DRIVER END OF ROUTE REVIEW

Each bus driver shall walk inside the bus from the front to the back to make sure that all students have gotten off the bus after each trip. If a child is discovered through the bus walk, the driver immediately notify the central office and make arrangements for transporting the child appropriately. If children are left on the bus after the bus walk through has been completed and the driver has left the bus for that trip, the driver shall be subject to discipline up to and including termination of the employee's classified contract.

RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS

1. Individuals who have been convicted of certain sex crimes must register with law enforcements as sex offenders. Arkansas law places restrictions on sex offenders with a Level 1 sex offender having the least restrictions (lowest likelihood of committing another sex crime), and Level 4 sex offenders having the most restrictions (highest likelihood of committing another sex crime).
2. With Levels 1 and 2 place no restriction prohibiting the individual's presence on a school campus, Levels 3 and 4 have specific prohibitions. These are specified in the student policy regarding sex offenders on campus (Megan's Law) and it is the responsibility of district staff to know and understand the policy and, to the extent requested, aid school administrators in enforcing the restrictions placed on campus access to Level 3 and Level 4 sex offenders.
3. It is the intention of the board of directors that district staff not stigmatize students whose parents or guardians are sex offenders while taking necessary steps to safeguard the school community and comply with state law. Each school's administration should establish procedures so attention is not drawn to the accommodations necessary for registered sex offender parents or guardians.

Legal References:

A.C.A § 12-12-913 (g) (2)

Arkansas Department of Education Guidelines for "Megan's Law"

A.C.A. § 5-14-132

VIDEO SURVEILLANCE AND OTHER MONITORING

1. The Board of Directors has a responsibility to maintain discipline, protect the safety security, and welfare of its students, staff, and visitors while at the same time safeguarding district facilities, vehicles, and equipment. As part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras, automatic identification, data compilation devices, and technology capable of tracking the physical location of district equipment, students, and/or personnel.
2. The placement of video/audio surveillance cameras shall be based on the presumption and belief that students, staff, and visitors have no reasonable expectation of privacy and where on or new school property, facilities, vehicles, or equipment, with the expectation of places such as restrooms or dressing areas where an expectation of bodily privacy is reasonable and customary.
3. Signs shall be posted on district property and in or on district vehicles to notify students, staff, and visitors that video cameras may be in use. Violations of school personnel policies or laws caught by the cameras and other technologies authorized in this policy may result in disciplinary action.
4. The district shall retain copies of video recordings until they are erased which may be accomplished by either deletion or copying over with a new recording.
5. Videos, automatic identification, or data compilations containing evidence of a violation of district personnel policies and/or state or federal law shall be retained until the issue of the misconduct is no longer subject to review or appeal as determined by board policy or staff handbook; any release or viewing of such records shall be in accordance with current law.
6. Staff who vandalize, damage, defeat, disable, or render inoperable (temporarily or permanently) surveillance cameras and equipment, automatic identification, or data compilation devices shall be subject to appropriate disciplinary action and referral to appropriate law enforcement authorities.
7. Video recordings and automatic identification or data compilation records may become a part of a staff member's personnel record.

INSULT OR ABUSE OF LICENSED PERSONNEL

1. Employees are protected from abusive language and conduct by state law.

An employee may report to the police any language that is calculated to:

- A. Cause a breach of the peace;
- B. Materially and substantially interfere with the operation of the school; and or
- C. Arouse the person to whom the language is addressed to anger to the extent likely to cause imminent retaliation.

Legal References:

A.C.A § 6-17-106

RECORDS

PERSONNEL RECORDS

1. Personnel files on employees will be maintained by the building principal and central office. The files will contain such information as may from time to time be determined by the district to be necessary and proper for inclusion within personnel files.
2. All personnel files can be reviewed by the employee upon request during regular business hours. Copies of personnel file contents will be made by the district for the employee upon written request at the employee's expense.
3. The content of the personnel files shall be confidential and will be released only upon receipt by the district of the employee's signed authorization requesting release of the file or particular information within it; or when release is required in proceedings related to discipline or continued employment of the employee, and then only to the extent required by those proceedings.

EVALUATION

1. The Board of Education shall establish a continuous program for the evaluation of the performance of the personnel of the school system and shall provide sufficient personnel and financial resources to support this program. The information gained from these performance evaluations shall be used in the planning of staff development and in service training activities which are designed to improve instruction and professional competence.
2. The Camden Fairview School District's staff evaluation criteria and procedures for conducting evaluations shall be in accordance with the law of Arkansas and State Department of Education regulations. The current evaluation instrument has been promulgated by the administration, approved by the Personnel Policies Committee, and adopted by the Board of Education. New or substantially modified evaluation instruments will be adopted in the same manner as required for new modified personnel policies.
3. An employee determined by a building principal or immediate supervisor to not be willing or able to perform in a satisfactory manner will be recommended for nonrenewal or termination, depending upon the circumstances. An employee whose performance is unsatisfactory, but who is believed to have the capacity to elevate his or her performance to a satisfactory level, will be placed on a written performance improvement plan which will describe the particular areas in which improvement is required, and the time in which the improvement must be achieved. An employee whose employment is continued under a performance improvement plan is on notice that the failure to achieve the required improvement in the areas and in the time noted will result in recommended contract non-renewal or termination, depending on the circumstances.
4. No person shall be employed in, or assigned to, a position which would require that (s)he be evaluated by any relative, by blood or marriage, including spouse, parent, child, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, or first cousin.
5. State law regarding evaluations of licensed personnel, such as the Teacher Evaluation Support System (A.C.A. § 6-17-2801 et seq.) specifically are not made a part of this policy by reference.
6. Copies of the current evaluation statutes are available for review in the office of the principal of each school building.

ASSIGNMENT AND DUTIES

EMPLOYMENT OF CERTIFIED PERSONNEL

1. The general policy of the district to employ the most able and best qualified persons with the proper credentials for all positions.
2. The board of education shall employ personnel based upon the Superintendent's recommendations. If a recommended candidate is not approved by the board, the Superintendent shall recommend another candidate.
3. Certified personnel shall be employed pursuant to written contracts. Employment contracts shall in all particulars conform with Arkansas law relative to the creation, extension and termination of teacher employment contract, in particular A.C.A § 6-17-1506.

Application Process

4. Vacant or new positions shall be advertised internally and externally by the administration. The administration shall in its sole discretion determine the minimum qualifications related to degrees, certifications, experience, and the like, for each position and clearly state the same in the written notice of vacancy. Internal advertising will be by posting of vacancies within the various buildings and at the central office. The duration of inside and outside advertising, and the media and targets for outside advertising, will be determined by the administration. Deadlines for applying shall be clearly stated on the face of any advertisements or notices.
5. Current employees of CFSD may apply for vacancies advertised pursuant to paragraph number 4 above.
6. All applicants, whether current employees or prospective, must fill out an application form provided by the District, in addition to any resume provided; all of the information provided is to be placed in the personnel file of those employed.
7. If the employee provides false or misleading information, or if he/she withholds information to the same effect, it may be grounds for dismissal. In particular, it will be considered a material misrepresentation and ground for termination of contract of employment if an employee's licensure status is discovered to be other than as it was represented by an employee or applicant, either in writing on application materials or in the form of verbal assurances or statements made to the school district.
8. It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check.
9. An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity.

Equal Opportunity/Non-Discrimination

10. The District is an equal opportunity employer shall not discriminate on the grounds of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity, age, disability, or genetic information.
11. Inquiries on non-discrimination may be directed to Title IX coordinator, Camden Fairview Schools, who may be reached at 870-836-4193.
12. For further information on notice of non-discrimination or to file a complaint, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>; for the address and phone number of the office that serves your, or call 1-800-421-3481.

Preference Afforded to Veterans

13. In accordance with Arkansas law, the District provides a veteran preference to applicants who qualify for one of the following categories:

- a. A veteran without s service-connected disability;
 - b. A veteran with a service-connected disability; and
 - c. A deceased veteran’s spouse who is unmarried throughout the hiring process.
14. For purposes of this policy, “veteran” is defined as:
- a. A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or
 - b. Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.
15. In order for an applicant to receive the veterans preference, the applicant must be a citizen and resident of Arkansas, be substantially equally qualified as other applicants and do all of the following:
- a. Indicate on the employment application the category the applicant qualifies for;
 - b. Attached the following documentation, as applicable, to the employment application:
 - i. Form DD-214 indicating honorable discharge;
 - ii. A letter dated within the last six months from the applicant’s command indicating years of service in the National Guard Reserve Forces as well as the applicant’s current status;
 - iii. Marriage license;
 - iv. Death certificate;
 - v. Disability letter from the Veteran’s Administration (in the case of an applicant with a service-related disability).
16. Failure of the applicant to comply with the above requirements shall result in the applicant not receiving the veteran preference; on addition, meeting the qualifications of a veteran or spousal category does not guarantee either an interview or being hired.

Promotion of Current Employees

17. All certified employees of the district will be afforded the opportunity to make known their desire to be promoted. This shall be done in writing addressed to the administrator in charge of personnel. Employees making known a desire for upward movement shall be interviewed and counsel relative to steps they may take to make them more “promotable,” such as additional education and certification, other “extra” job assignments to seek, self-improvement endeavors to pursue, and the like. Suggestions made in this regard by the administrator shall be reduced to writing with a copy furnished the employee and maintained in the personnel office. The personnel office shall maintain an active list of the employees who continue to desire consideration for promotion. This list shall be monitored at least annually by letter or personal contact to determine continuing interest and progress on improved “promotability.” Employees not actively pursuing promotion opportunities shall so inform the personnel office.
18. The personnel office shall also maintain a list of employees desiring lateral movement within the district and afford employees the opportunity to this make known and record their desire for lateral movement. The desires of employees in this regard will be considered by the administration in making assignments. However, all assignments are at the discretion of the administration.

ASSIGNMENT OF CERTIFIED PERSONNEL

1. Certified employees will generally be hired, rehired, and assigned to fill particular positions as stated on the face of the employee's contract. The school district will endeavor to adhere to those assignments. However, all teachers are subject to assignment and transfer at the direction of the superintendent.
2. Employees are reminded that it may be necessary from time to time to assign an employee to a position or job other than the one specified in the contract. Insofar as possible, teachers shall be assigned to positions for which they are best qualified. Also, while keeping in mind the needs of students, the need to have a balanced faculty, and in the interest of efficiency and economy, reasonable efforts shall be made to honor teacher preference in assignments.
3. When a tentative decision has been made to transfer a teacher to another, he/she will be notified by the superintendent. When the tentative assignment involves changes within a building, the teacher will be notified by the principal. In all transfer cases, every effort will be made to advise the teacher involved at the earliest possible time.
4. Change of assignment after signing the contract shall not affect the employee's compensation. Employees are expected to accept and satisfactorily perform any such reassignment.

ASSIGNMENT OF TEACHER AIDES

Teacher aides will be assigned and re-assigned based on meeting the educational needs of the students. Consideration will be given to requests from faculty and from teacher aides. But the decision of the administration on what assignment or reassignment best serves the educational needs of the students is solely within the discretion of the administration, and that decision will be final.

DUTY TO MAINTAIN LICENSE IN GOOD STANDING

It is the responsibility of each teacher, and not the district, to keep his/her teaching license continuously renewed with no lapses in licensure, and in good standing with the State Board of Education. Failure of a teacher to do so will be grounds of termination.

Legal Reference:

A.C.A § 6-17-1401

PROMOTION AND TRANSFER

1. The general policy of the district is to employ the most able and best qualified persons with the proper credentials for all positions. However, CFSD favors promotions from within so that where, in the opinion of the administration, ability, qualifications, and credentials of an existing employee are equal to those of an outside applicant, the existing employee will be favored for promotion. [
2. Normally this will be accomplished by certified employees within the district being extended the advantage of first consideration for promotion.
3. Employees who are fully certified for apposition and who have previously indicated a desire to be considered for such movements will be considered by the administration prior to advertising inside or outside the district for applications such vacancies. These identified employees will be invited to apply for the vacancy and be interviewed by a team selected by the administration. If and only if these interviews convince the administration, in its sole discretion, the further inside or outside advertising or the position is unlikely to produce an applicant with qualifications and ability superior to those possessed by the currently employed applicant, the position can be awarded to the identified employee without additional advertising. The administration will also take into account equity considerations related to equal employment opportunities before deciding to recommend to the Board of Education filling a vacancy in this manner. Where two or more currently employed persons have indicated a desire to be considered for such movements, and vacancy is being filled pursuant to this section, the employee who in the opinion of the administration is most able and most qualified to fill the position will be awarded the position.
4. Vacant or new positions not already filled pursuant to paragraph number 3 above shall be advertised internally and externally by the administration. The administration shall in its sole discretion determine the minimum qualifications related to degrees, certification, experience, and the like, for each position and clearly stated the same in the written notice of vacancy. Internal advertising will be posting of vacancies within the various buildings and at the central office. The duration of inside and outside advertising, and the media and targets for outside advertising, will be determined by the administration. Deadlines for applying shall be clearly stated on the face of any advertisement or notice. [SAME AS NUMBER 4, APPLICATION PROCESS]
5. Employees of CFSD not identified under paragraph number 3 can nevertheless for vacancies advertised pursuant to paragraph number 4 above.
6. All certified employees of the district will be informed of this policy and afforded the opportunity to make known their desire to be promoted. This shall be done in writing by the administrator in charge of personnel. Employees making know a desire for upward movement shall be interviewed and counseled relative to steps they may take to make them more “promotable”, such as additional education and certification, other “extra” job assignments to seek, self-improvement endeavors to pursue, and the like. Suggestions made in this regard by the administrator shall be reduced to writing with a copy furnished the employee and maintained in the personnel office. The personnel office shall maintain an active list of the employees who continue to desire consideration for promotion. This list shall be monitored at least manually by letter or personal contact to determine continuing interest and profess on improved “promotability.” Employees not actively pursuing promotion opportunities shall so inform the personnel office. [SAME AS NUMBER 17, PROMOTION OF CURRENT EMPLOYEES]
7. The personal office shall also maintain a list of employees desiring lateral movement within the district and afford employees the opportunity to thus make known and record their desire for lateral movement. The desires of employees in this regard will be considered by the administration in making assignments. However, as stated below, all assignments are at the discretion of administration. [SAME AS NUMBER 18, PROMOTION OF CURRENT EMPLOYEES]

8. All teachers are subject to assignment and transfer at the direction of the superintendent. Insofar as possible, teachers shall be assigned to positions for which they are best qualified. Also, while keeping in mind the needs of students, the need to have a balanced faculty, and in the interest of efficiency and economy, reasonable effort shall be made to honor teacher preference in assignments. When a tentative decision has been made to transfer a teacher to another school, he/she will be notified by the superintendent. When the tentative assignment involves changes within a building, the teacher will be notified by the principal. In all transfer case, every effort will be made to advise the teacher involved at the earliest possible time. [SAME AS NUMBERS 1-3, ASSIGNMENT OF CERTIFIED PERSONNEL]

WORK LOAD

1. The teaching load in the various school comprising the Camden Fairview School District shall be in compliance with the standards for accreditation of the Arkansas Public Schools.
2. All activities of the students sponsored by the schools are considered a part of the educational program and as such shall be supervised by the staff on a rotating basis. Employees are reminded that it is their continuing responsibility to maintain order, supervise, and protect students. This responsibility exists even during times when these policies promise you freedom to pursue other activities, e.g., planning or lunch periods, or promise you additional pay if you have to work.

SUPERVISION OF STUDENTS

All District personnel are expected to conscientiously execute their responsibilities to promote the health, safety, and welfare of the District's students under their care. The Superintendent shall direct all principals to establish regulations ensuring faculty supervision of students throughout the school day and at extracurricular activities.

RECORDS AND REPORTS

The superintendent or his/her designee shall determine, by individual or by position, those records a teacher is responsible to keep and those reports he/she is required to maintain. It is a requirement of employment that all required records and reports be completed, submitted, or otherwise tendered, and be accepted by the principal or superintendent as complete or satisfactory, before the last month's pay will be released to the licensed employee.

Legal Reference:

A.C.A. § 6-17-104

TEACHER'S REMOVAL OF STUDENT FROM CLASSROOM

Note and advisement: This policy is adopted by the Board of Directors in order to bring the District into compliance with ADE rules concerning student discipline, and to incorporate the provisions of A.C.A. § 6-18-511. However, teachers should aware that federal law governing a student's Individual Education Program (IEP) or 504 plan, or status as an individual with a disability will supersede Arkansas law. In many cases, removing a student from a classroom due to behavioral problems will violate a student's IEP, violate a student's 504 plan to constitute discrimination against the student due to a disability that affects the student's ability to conform his or her behavior. Teachers have been successful sue for IEP and 504 plan violation in other jurisdiction, and teachers need to understand that violating a student's right is outside of the scope of his or her employment, and no insurance is available or provided by the school district for either legal defense or to pay a money judgement. Teachers who rely on this law and this policy to exclude a student with special needs or a disability are assuming a grave personal risk.

1. A teacher may remove a student from class whose behavior the teacher has documented to be repeatedly interfering with the teacher's ability to teach the students in the class or whose behavior is so unruly, disruptive or abusive that it interferes with the ability of the student's' other classmates to learn. Students who have been removed from their classroom by a teacher shall be sent to the principal's or principal's designee's office for appropriate discipline.
2. Teacher's principal of the principal's designee may:
 - a. Place the student into another appropriate classroom;
 - b. Place the student into in-school suspension;
 - c. Place the student into the District's alternative learning environment in accordance with District policies regarding alternative learning environments;
 - d. Return the student to the class; or
 - e. Take other appropriate action consistent with the District's student discipline policies and state and federal law.
3. If a teacher removes a student from class two (2) times during any nine week grading period, the principal or the principal's designee may not return the student to the teacher's class unless a conference has been held for the purpose of determining the cause of the problem and possible solutions. The conference is to be held with the following individuals present:
 - a. The principal or the principal's designee;
 - b. The teacher
 - c. The school counselor;
 - d. The parents, guardians, or persons in loco parent is; and
 - e. The student, if appropriate.
4. However, the failure of the parents, guardian, or persons in loco parent is to attend the conference doesn't not prevent any action from being taken as a result of the conference.

Legal References:

A.C.A § 6-18-511

Arkansas Department of Education Guidelines for the Development,

Review and Revision of School District Student Discipline and School Safety Policies

PLANNING TIME

1. The superintendent is responsible for ensuring master schedules are created which determine the timing and duration of each teacher's planning and scheduled lunch periods. Planning time is for the purpose of scheduling conferences, instructional planning, and preparation. Each teacher will have the ability to schedule these activities during his/her designate planning time. Teachers may not leave campus during their planning time without prior permission from their building level supervisor.
2. The planning times shall be in increments of not less than forty (40) minutes and shall occur during the student instructional day unless a teacher requests, in writing, to have his/her planning time occur outside of the student instructional day. For the purposes of this policy, the student instructional day means the time that students are required to be present at school.

Legal References:

A.C.A § 6-17-114 (a) (d)

**VOLUNTARY TEACHING DURING PLANNING PERIOD AND/OR OF MORE THAN THE
MAXIMUM NUMBER OF STUDENTS PER DAY**

1. A Teacher in grades 7-12 may voluntarily enter into an agreement with the District to teach:
 - a. An additional class in place of a planning period; and /or
 - b. More than one hundred fifty (150) students per day.
2. A teacher agrees to teach more than maximum number of students per day is still bound by the maximum number of student s per class period in the Standard for Accreditation.
3. A 7-12 grade teacher who enters into an agreement with the District shall receive compensation based on the teacher's:
 - a. Hourly rate of pay for the loss of a planning period; and/or
 - b. Basic contract that is pro-rated for every additional student they teacher over the maximum number of students permitted per day.
4. A teacher who wishes to volunteer pursuant to 1(a), 1(b), or both must enter into a signed agreement with the District prior to the teacher giving up his/her planning period or teaching more than the maximum number of students per day. A teacher shall not be eligible to receive compensation until after the agreement has been signed. The maximum length of the signed agreement between the teacher and the District shall be for the semester the agreement is signed.
5. Neither the District nor the teacher are obligated to:
 - a. Enter into an agreement;
 - b. Renew an agreement; or
 - c. Continue an agreement past the semester in which the agreement is signed.
6. The provisions of the Teacher Fair Dismissal Act, A.C.A § 6-17-1501 et seq., do not apply to an agreement between a teacher and the District entered into under this policy.

Legal Reference:

A.C.A § 6-17-812

**VOLUNTARY TEACHING INSTEAD OF PREPARATOR PERIOD AND/OR EXTRA DAILY
STUDENTS CONTRACT ADDENDUM**

The Camden Fairview School District and _____ (Teacher) enter into the following contract addendum:

1. Teacher has volunteered to teach a class on _____ instead of a preparatory period from _____ through _____.
2. District agrees to pay Teacher for the loss of Teacher's preparatory period in the amount of _____.
3. District agrees to pay Teacher for those students who enroll and attend Teacher's class that are in excess of the Standard's maximum daily number of students at the per student per day amount of _____; District agrees to pay teacher _____.
4. This addendum between District and Teacher is in addition to and separate from any other contract between District and Teacher;
5. Teacher understands that this agreement is not covered by the Teacher Fair Dismissal Act of 1993 (A.C.A. § 6-17-1501 et seq.); and
6. District and Teacher agree that this contract shall be effective for the current semester and that future semester shall require District and Teacher to enter into a new contract.

Teacher's Signature: _____ Date: _____

Superintendent's Signature: _____ Date: _____

Board President's Signature: _____ Date: _____

Legal References:

A.C.A § 6-17-114

A.C.A § 6-17-812

EXTRA DUTY

1. Extracurricular duties are considered a normal part of a teacher's work. The allocation and assignment of such duties in each school is the responsibility of the principal. When special duties are assigned to a teacher and when such duties are not regular teaching duties or extracurricular duties of a nature considered a part of teacher's work, the teacher may be paid for such duties.
2. The district recognizes and intends to comply with requirements of certain statutes and regulations, these policies require that teachers be paid for performing duties outside those considered to be the normal extracurricular and teacher duties of the particular teacher. Teachers are cautioned, however, that the question of entitlement to additional compensation is completely unrelated to a teacher's obligation while at school to follow the reasonable direction of your building principal or supervisor. The general rule of all work places, "Work now, grieve later," applies equally in the school setting. Likewise, a teacher's general obligation to exercise individual initiative to supervise and protect students exist before, throughout, and after the school day. A person's violation of either obligation can result in disciplinary action.

EMPLOYMENT AT SUMMER SCHOOL

When more than one qualified employee who meets the certification requirements bids on a summer school position, the district will offer the position to the employee who is currently employed in a position most similar to the position available who also has the greatest consecutive years service as a certified employee with the Camden Fairview School District. Ties will be broken as follows:

1. The employee with the greatest consecutive years combined service as an employee with the Camden Fairview School District and the former Fairview School District and the former Camden School District; and if still tied, by the toss of a coin. If the same employees bid on the position next, the district will offer the position first to the employees who was not offered the position the previous year.
2. All positions will be posted for bidding in the building by the principal and will remain posted until the deadline. Employees will bid by signing the bid sheet. The offers will be announced as soon as practical after expiration of the posting period.

STAFF MEETINGS

Unless specific notice is given, all employees are normally expected to attend the preschool faculty workshop prior to the opening of school and a reasonable number of mandatory staff meetings may be scheduled during the school term. Employees are cautioned that having completed your annual hourly staff development/in-service education requirement does not automatically excuse a person from attendance at preschool workshop and mandatory staff meetings. Employees are encouraged to attend non-mandatory district sponsored institutes and meeting recognized and conducted for their benefit.

STAFF DEVELOPMENT AND INSERVICE EDUCATION REQUIREMENTS

1. In-service education is important for constant growth and improvement of the educational opportunities offered to Camden Fairview School District students. Therefore, all members of the staff are encouraged to keep current with new and innovative developments in their subject matter fields or grade level and to cultivate an open mind and an exceptional attitude toward current education practices.
2. Specifically, the administration is directed to formulate a written staff development and in-service education plan for all certified personnel that complies fully with A.C.A. § 617-701, et seq., and specifically a plan that is compliant with the requirements of A.C.A. § 6-17-704. The plan shall be available in each building in the central office for copying by any certified employee. The plan shall be updated by the administration from time to time any may in the judgement of the administration be submitted to the Personnel Policies Committee and the Board of Education as required by statutes governing adoption of modifications to personnel policies by the school district. Likewise, annual modifications to the plan, if any, shall be proposed, adopted, and become effective in the same manner.

RETIREMENT

Camden Fairview School District shall adhere to Act 25 of 1979 which states, "An act to prohibition discrimination in public employment against individuals 70 years of age and under, to provide that individual's over 70 may be employed by public employers on a year-to-year basis; and for other purposes."

1. Any teacher retiring should make application for retirement benefits before the final business day of May of the year (s)he plans to retire. Teachers shall be eligible for benefits of the State Teacher's Retirement System and other benefits as prescribed by law.
2. Information concerning days of services and years of service may be obtained from the Arkansas Teacher Retirement System, Little Rock, Arkansas.

RE-EMPLOYMENT OF CERTIFIED EMPLOYEES

1. Principals of each school are to submit to the superintendent a written evaluation on each certified person in their school prior to contract renewal. Principals of the respective schools shall make recommendations to the superintendent, and the superintendent shall recommend to the Board concerning re-hire, non-renewal, or termination. All laws and provisions concerning due process shall be followed.
2. The Board of Education, administration, and teachers agree the students' standardized test scores should not be used in the evaluation of teachers.
3. Generally, the Board of Education will not vote to re-hire employees being recommended for re-hire instead permitting those persons to receive new contracts by virtue of not being recommended for contract non-renewal whatever date is mandated by the continued contract law then in force.

SEPARTION OF EMPLOYEES

Termination and nonrenewal of certified and classified employees are governed by statutes in Arkansas. See, A.C.A. §§ 6-17-1501, et. seq., for certified employees, and §§ 617-1701, et. seq., for classified employees. In the past an effort has been made to reproduce these statutes in these policies. This has caused confusion because changes in the laws leave the district with written policies that are inconsistent with state statutes. Therefore, the district is repealing its older policies and adopting this policy of simply complying with the aforesaid statutes in its dealings with its certified and classified employees. It is not the intention of the district in repealing the prior policies to diminish the substantive or procedural rights of certified and classified employees. Any employee with questions about the content of any pertinent statute may inquire at the superintendent's office where every reasonable effort will be made to respond quickly and accurately.

REDUCTION IN FORCE

1. **PURPOSE.** This and the following subsections set forth CFSD's method for objectively identifying persons impacted by reduction in force, as well as defining such person's preferential rights to available future employment, if any, and CFSD's correlative obligations, if any, to such person regarding available future employment.
2. **TERMINOLOGY.** An explanatory comment about Arkansas law is helpful. A "layoff" is defined in Arkansas statutes (A.C.A. § 6-17-2407) as a synonym, of reduction in force, i.e., a "layoff" is what happens when for economic reasons a school district decides in its discretion to reduce its total number of employees beyond the reduction achieved by attrition. The term "layoff" is also used in public and private sector employment situations to describe the status of a particular person subject to a reduction in force who is involuntarily not on the active payroll, but who has some preferential rights to future employment not possessed by application for initial employment. Such a person's rights to future employment when work is available, and the employer's corollary obligation to offer available work, may be referred to as "recall rights" or "obligations." CFSD does not use the term "layoff" in its reduction in force nomenclature. Instead, a person involuntarily absent from the active payroll will be considered on a voluntary or involuntary leave of absence, for the length of time and subject to the terms and conditions hereinafter provided. The reason for this is that the corollary rights and obligations of employee and employer in the leave of absence status are familiar because of being already dealt with in these personnel policies. A person subject to a reduction in force who does not accept a voluntary or involuntary leave of absence shall have his or her contract renewed, subject to the right of appeal to the school board under the Teacher Fair Dismissal Act for the purpose of hearing on the question whether or not the reduction in force policy was correctly applied to that person. A person subjected to non-renewal, or who resigns, in a reduction in force situation has no preferential rights to future employment.
3. **SENIORITY DEFINED.** Seniority is defined as length of continuous services in a certified position since last date of hire within CFSD.
4. **APPLICATION.** Seniority will be applied as specified herein as a factor in determining who is entitled to preference for continued employment in a layoff situation.
5. **SENIORITY CENTERS.** Seniority will be applied within various seniority centers. The first seniority center will be the basic faculty and administrative staff within the various school buildings and central office. Other seniority centers will be the various separate programs funded by special grants at any given time. Each such separate grant funded program will be considered a separate center for application of seniority during a reduction in force. Certified employees displaced from a special grant-funded because of loss or diminution of the underlying grant will have no right to exercise their seniority within other seniority centers to displace junior employees within those other seniority centers. However, employees so displaced from grant-funded programs may apply and be considered for employment within other seniority centers as vacancies exist. Likewise, employees displaced from the basic faculty and administrative staff by reduction in force will have no right to exercise their seniority to displace junior employees within a special grant-funded seniority center. However, employees so displaced from the basic faculty or administrative staff may apply and be considered for employment within other seniority centers.
6. **APPLICATION WITHIN THE SENIORITY CENTER.** Seniority within a particular seniority center will be applied by credentialed categories. The credentialed categories are P-4 teacher, 5-8 teacher, and secondary teacher by subject matter, elementary administration, secondary administration, and district administration. When a decision is made in the sole discretion of the administration to reduce the number of persons within a credentialed category within a seniority center, the employees will be reduced in order of least senior first, so long as the ability, qualifications, and other credentials of remaining employees within that credentialed category are relative equal.

7. **EXCEPTIONAL APPLICATION INVOLVING ADMINISTRATORS.** Additional factors may exist which impact the replacement of junior administrators in an existing building setting with displaced senior administrators from a different building or location. In cases where the administration, in its discretion, has reached a decision to eliminate an entire building or location resulting in the elimination of administrative positions, the best interests of the school district may require that existing teams of administrators who are enjoying success within a building or location be kept together. The administration, in its discretion exercised in good faith, may within two weeks after the decision of the school board to close a building or location declare in writing that such a situation exists. Upon such written declaration a displaced administrator shall have no right to displace a junior administrator is instead offered the opportunity to displace a junior teacher, or fill a vacancy, in a position the displaced administrator is certified to fill. It is recognized that the management prerogative granted in the is section can result in a senior administrator being forced to choose between a voluntary or forced leave of absence, or being non-renewed, and a substantial earnings reduction. Therefore, it will be exercised only when the superintendent has considered and rejected all other practical realignments of the administrative staff as contrary to the best interest of the school district.
8. **FACTORS IN RELATIVE EQUALITY DETERMINATION.** Objective factors which will be taken into account in determining relative equality of ability, qualifications, and credentials include, but are not necessarily held by a teacher in addition to the one in which he or she is presently working; disciplinary and attendance records with the district; and performance evaluations by supervisors.
9. **DECISIONS.** The decisions as to relative equality of ability, qualifications, and credentials shall be left to the discretion of the superintendent. Reduction in force decisions made by the superintendent shall be subject to the grievance procedure in the case of an involuntary leave of absence, or the Teacher Fair Dismissal Act in the case of a non-renewal of the teacher's contract, but the superintendent's decision shall not be overturned unless found to be arbitrary, capricious, or discriminatory. The decision of the Board of Education shall be final.
10. **PROCEDURE.** The procedure will normally be followed when the probable necessity of a reduction in certified force is identified.
 - A. Teachers in the affected position area will first be solicited for voluntary leave of absence. Such leaves will be granted pursuant to Camden Fairview School District's personnel policy on **Leave of Absence**. Any teacher volunteering or such a leave of absence shall receive a leave of indefinite duration which shall be renewable for one year periods up to a total leave time of five years. The leave shall be renewed annually by the teacher giving written notice to the central office by March 1 of the preceding school year that he or she desires to renew the leave. Maintenance of the leave of absence status shall entitle the teacher to be considered for re-employment in any vacancies which occur for which he or she is qualified and credentialed, pursuant to Camden Fairview School District's policy on **Leave of Absence**. The leave shall be considered terminated whenever the teacher accepts full time employment as a certified employee with another school district, or in any event upon the expiration of five school years of leave of absence time. Acceptance of a leave under this section shall not be considered by the district to be a disqualifying circumstance for purposes of unemployment compensation or any other benefit available to persons by virtue of being out of work under this provision. Neither shall there be any restriction on an employee on leave of absence pursuant hereto from accepting other full time employment.

- B. If the reduction in force requirements have not been met by the voluntary leave of absence provisions set forth above, the superintendent shall select the certified employees for layoffs as specified herein above. Persons selected shall be offered a leave of absence in the same manner with the same terms and conditions as set forth in subsection (A) above. If the person affected does not agree to request a leave of absence, that person shall be recommended for non-renewal of his/her teacher's contract for the reason of an economic reduction in force. Such non-renewal shall be treated for all purposes the same as any other non-renewal under the Teacher Fair Dismissal Act.

DISMISSAL AND NON-RENEWAL

1. For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act (A.C.A. §§ 6-17-1501 et seq.) and the Teacher Evaluation Support System (A.C.A. §§ 6-17-2801 et seq.). The Acts specifically are not made a part of this policy by this reference.
2. A copy of the statutes is available for review in the office of the principal of each school building.

LEAVES AND ABSENCES

SICK LEAVE

POLICY

1. All employees who participate in the teacher salary fund are eligible for sick leave in accordance with the following policy adopted by the Camden Fairview School District Board of Education. For the purpose of this policy the following definitions shall apply:
 - A. **Teacher-** The term “teacher” shall include any full time employee of the Camden Fairview School District receiving pay from the teacher’s salary fund
 - B. **Sick Leave-** Shall mean absence with full pay from one’s duties for
 - C. **Accumulated Sick Leave-** Shall mean the total number of days unused sick leave that a teacher has to his/her credit.
 - D. **Death in Family-** Teachers may use their sick leave due to a death in the family (any member of your family that you consider immediate). However, a teacher may use personal leave days rather than sick leave days for a death in the family.
 - E. **Funeral Leave-** Each employee shall be allowed a maximum of three (3) days per year absence (with pay) for funeral leave if needed. These three (3) days are non-accumulative. Additional absence without pay may be permitted at the discretion of the administration.
2. Sick leave days shall accumulate at the following rate: ten (10) days for a 190 -day teacher contract; eleven (11) days for 191 through 239-day teacher contracts; and twelve (12) days for a 240-day contract
3. Sick leave days be accumulated to a maximum of one hundred twenty-five (125) days.
4. Sick leave is effective on the date the teacher is required to report for the beginning of the school term.
5. Teachers coming into the system during the academic school year will accumulate sick leave at the rate of one day for each month left in the contract year.
6. A teacher’s salary shall continue during authorized sick leave under this policy.
7. When claiming sick leave, the teacher must fill out a sick leave form upon his/her return to school and file it with his/her respective principal.
8. As soon as a teacher knows (s)he will be absent, (s)he should notify the principal. The teacher’s roll book and materials necessary for the day’s activities should be left with the principal. Teachers are not to call substitutes. This will be handled by the principal.

Deduction of Pay Procedure

9. If the teacher uses all sick leave and personal leave days, a deduction, the equivalent of a day’s pay, will be made for each day absent. The daily rate of pay is computed dividing the teacher’s actual working days into his/her annual contact salary. Absences which do not comply with the sick leave or personal leave policy will also be deducted according to this policy.
10. The records of teachers absent from work and salary deductions will be made according to the following schedule:
 - A. Any absence not to exceed two hours during the morning will count as $\frac{1}{4}$ day.
 - B. Any absence in excess of two hours in the morning will count as $\frac{1}{2}$ day.
 - C. Any absence not to exceed two hours in the afternoon will count as $\frac{1}{4}$ day.
 - D. Any absence in excess of two hours in the afternoon will count as $\frac{1}{2}$ day.
 - E. Any absence of all morning or all afternoon will count as $\frac{1}{2}$ day.
 - F. The teacher’s monthly check will be reduced for the pays or part-days absence from work according to the schedule for the personal leave days and for excess sick leave days.

11. A record of sick leave days used and accumulated days shall be established and maintained by the school district for each of its teachers.
12. When a teacher is employed by the Camden Fairview School District, said teacher shall be granted all accumulated sick leave days not to exceed a maximum of 125. Credit for days from other districts will be granted if they are within the State of Arkansas, and the teacher must furnish proof in writing from the former employer.

SHARED SICK LEAVE

Employees of the school district who are husband and wife can utilize each other's accumulated sick leave by jointly requesting it in writing.

SICK LEAVE BANK

1. At the beginning of each school year, any employee whether certified or classified may voluntarily contribute one day of his/her sick leave allowance to a Sick Leave Bank (SLB). Any employee who is on contract before Labor Day and wishes to make a contribution to the SLB shall do so on a SLB form submitted to the payroll clerk by the end of business on September 15th or the Monday after if the 15th falls on a weekend.

The payroll clerk will provide a list of SLB members to the PPC president by September 30th or the Monday after if the 30th falls on a weekend.

2. For any certified or classified personnel hired after Labor Day, he/she may voluntarily contribute one day of his/her sick leave allowance to the SLB. Each employee wishing to make sure a contribution shall do so on a SLB form submitted to the payroll clerk by the end of business twenty (20) school days from their hire date. Name of new employees joining SLB should be forwarded to the PPC president within 10 business days of submission.
3. A six-member committee shall oversee the administration of the SLB with the assistance of the superintendent. The committee shall be comprised of two classified members, three certified members who are members in good standing of the SLB and the certified Personnel Policy Committee President. The certified personnel policy Personnel Policy Committee President will only vote to complete a quorum or in case of a tie. Their term of office shall be one (1) year. The SLB committee shall decide on requests based on the committee's rules of operation.
4. The Sick Leave Bank Committee shall administer the bank according to the following rules:

Rules of Operation

- a. Only employees who have made an up-to-date contribution to the sick leave bank are eligible to make withdrawals from the bank.
- b. The Sick Leave Bank days may be used only upon exhaustion of a bank member's accumulated sick leave, vacation days, and personal leave days whichever is/are applicable with the option of using their spouse's sick leave days.
- c. SLB days will be granted only in cases of an emergency caused by a life-threatening illness or life-threatening accident certified by a medical doctor pertaining to a SLB member and their immediate family. Immediate family is defined as spouse, children, and/or parent of the SLB member. In-laws are not included in this definition unless they live in the SLB member's home.
- d. Requests for Sick Leave Bank days can be made by submitting a completed Sick Leave Bank Questionnaire and Physician's Statement and Authorization to Disclose Health Information to the chairperson or any member of the SLB committee by the 1st working day of the month. Upon receipt the SLB committee member shall mark the date received on the forms. If this deadline is missed the request will be considered the following month.
- e. Once the SLB committee chairperson has received the request for SLB days, he/she shall present the request at the next SLB committee meeting for the committee's decision(s) to be processed with the next payroll. The SLB will meet on the first Monday of every month to consider SLB requests/ This allows requests to be processed for the 15th pay day of each month. During this meeting, the members of the committee shall decide if more information is necessary or if any SLB days shall be granted.
- f. The committee discussions, member medical information, and member names involved in committee decision in part or in whole shall be considered confidential information. As such, ONLY the requesting member shall make any of the priors public.

- g. Communication concerning the member's medical information and any related details shall be for the sole purpose of determining the SLB committee decision.
- h. Once the SLB committee has made its decision concerning a member's request, the decision shall be communicated to the member by the SLB committee chairperson with a copy of said decision sent to the appropriate. Personnel Policy Committee Chairperson within ten (10) school days.
- i. SLB days will be granted monthly and only for the days already missed due to the catastrophic event stated on a member's request form. The member shall be required to provide a doctor's written verification stating when he/she is physically able to return to work.
- j. Sick leave grants made from the bank may be for up to thirty (30) days per member per application not to exceed sixty (60) days per year if the days are available.
- k. Personnel who have contributed to the Sick Leave Bank will not be asked to contribute to the bank again as long as the bank is considered to be solvent. The bank will be considered to be insolvent when the number of SLB days drops below one hundred fifty (150). When the SLB Committee determines more days are needed for the bank to remain solvent, the request for SLB days shall be broadcast in each building. Failure to contribute at this time will result in termination as a bank member unless you are currently in the process of requesting days at the time the SLB becomes insolvent.
- l. Days remaining in the SLB shall be carried over from year to year.
- m. If SLB days are denied, the member may appeal to the SLB committee. The requesting member shall appear at the appeal hearing. At that time the SLB committee may require additional information. A majority opinion will prevail at the appeal.
- n. The Certified Personnel Policy Committee shall develop such additional rules revisions, restrictions, and procedures as necessary to efficiently and fairly administer the program and prevent abuse. The Classified Personnel Policy Committee shall be consulted on any changes to this policy.
- o. Employees leaving the district to enter another field besides education may donate their accumulated sick days to the SLB.
- p. Retiring employees may donate sick days to the SLB rather than be paid for them under the policies on Certified Personnel: Payment for Unused Sick Leave and Classified Personnel: Payment for Unused Sick Leave.

Sick Leave Bank (SLB) Enrollment Form

This is to indicate my desire for immediate enrollment in the Camden-Fairview School District Sick Leave Bank. I hereby agree to donate one (1) day of my sick leave and abide by the rules of operation of the SLB as stated in the personnel policy handbook.

Date*

Building Assignment

Check one: Classified _____ Certified _____

Employee Signature

Print Name

*For employees on contract before Labor Day, this completed form must be turned in to the payroll clerk by end of business on September 15th or the Monday after if the 15th falls on a weekend.

*For employees on contract after Labor Day, this completed form must be turned in to the payroll clerk by the end of business twenty (20) school days from their fire date.

Sick Leave Bank Request Questionnaire

Name_____

Building_____ Position_____

Home Address_____ City/zip code_____

Home Phone_____ School Phone_____

E-mail Address_____

How many days are you requesting? _____

Briefly describe your medical condition (This does not substitute for a doctor's statement).

What aspect of this condition requires immediate treatment?

If condition is not an accident—

Could this condition/procedure have been delayed until a time when school was not in session?

(Circle One) Yes, but it would be a matter of life and death.

Yes, but it would make my life inconvenient.

No, because it is a matter of life and death.

Do you plan to retire or leave the district within the next few months? _____

By completing this form, I give the Sick Leave Bank Committee members permission to inquire as to my work history including attendance.

Requesting Member's Signature

Date

Camden Fairview Public Schools—Sick Leave Bank Physician's Statement

Patient Name _____

Briefly describe the patient's medical condition (An additional physician statement may be attached to this form).

Could the treatment causing this patient to miss work be delayed until such time as school is not in session? (Please explain your answer) _____

Could this patient attend work under restrictive conditions? If so, what conditions and for how long should the patient's activities be restricted?

Physician's Signature

Date

Physician's Name (Printed)

Phone Number

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

Patient Name: _____ Health Record No: _____

Date of Birth: _____ So.Sec.No: _____

I authorize the use of the above named individual's health information as described below:

The following individual or organization is authorized to make the disclosure:

ADDRESS: _____

The type and amount of information to be used or disclosed is as follows: (include dates where appropriate):

Patient's Initials:

_____ problem list

_____ medication list

_____ list of allergies

_____ laboratory results

_____ immunization record

_____ x-ray and imaging reports

_____ most recent history and physical

_____ consultation reports

_____ most recent discharge summary

_____ entire record

_____ itemized statement of all charges and payments received _____ sick leave bank physician's statement

I request that a copy of all information provided to the individual or organization below also be provided to

_____.

This authorization is for release of records, only, and specifically does not allow discussion, verbally or in writing, with any individual, organization or representative thereof list below.

I understand that the information in my health record may include information relating to sexually transmitted disease acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV). It may also include information about behavior al or mental health services and a treatment for alcohol and drug abuse.

This information may be disclosed to and used by: **Camden Fairview School District Sick Leave Bank Committee**. Address: **625 Clifton Street; Camden, AR 71701**. For the purpose of: **determining eligibility of request**

I understand I have the right to revoke this authorization at any time. I understand if I revoke this authorization I must do so in writing and present my written revocation to the health information department. I understand the revocation will not apply to information that has already been released in response to this authorization. If I fail to specify an expiration date, event or condition, this authorization will expire in six months. A photocopy of this authorization shall be as valid as the original. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I need not sign this form in order to assure treatment. I understand I may inspect a copy of the information to be used or disclosed as provided in CFR 163.524. I understand any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules. If I have questions about disclosure of my health information, I can contact my attorney.

Signature of Patient or Legal Representative

Date

If Signed by Legal Representative,
Relationship to Patient

Signature of Witness

LEAVE OF ABSENCE

1. To obtain a discretionary leave of absence, an employee must make a request in writing to the superintendent of schools. In the letter requesting leave, the employee should state the reason for the leave, the dates the leave is to begin and end and all other information related to the reason for the particular leave necessary to enable a decision to be made on granting or denying the leave request.
2. The Board of Education grants leaves or extends leaves of absence upon the recommendation of the superintendent of schools. A leave of absence is granted for the balance of the semester or school year only. All such leaves are without pay. An employee desiring to extend a leave of absence for an additional semester or school year shall request the extension in writing to the superintendent at least thirty (30) days prior to the scheduled expiration of the leave.
3. In granting a leave, the Board of Education signifies its intention to reemploy the person upon expiration of the leave; provided however, that there must be a vacancy which, in the judgement of the superintendent of schools, the returning employee is qualified to fill.
4. An employee desiring to return from a leave of absence must indicate that desire in writing to the superintendent at least thirty (30) days prior to the scheduled expiration of the leave. An employee not requesting return in this manner shall be conclusively deemed to have voluntarily resigned employment without further action by the superintendent or school board.
5. Leaves are not granted for the purpose of pursuing other full time employment. Any employee accepting full time employment during a leave of absence. Any employee accepting full time employment during a leave of absence shall be conclusively deemed to have voluntarily resigned employment without further action by the superintendent or school board. This restriction does not apply to an employee whose leave is related to application of the district's reduction in force policy.

LEAVE OF ABSENCE FOR PERSONAL INJURY FROM ASSAULT OR OTHER VIOLENT CRIMINAL ACT

1. Whenever a school employee is absent from his or her duties in a public school as a result of personal injury caused by either an assault or other violent criminal act committed against the school employee in the course of his or her employment, the school employee shall be granted a leave of absence from school with full pay for up to one (1) year from the date of the injury. The leave of absence for personal injury from an assault or other violent criminal act shall not be charged to the school employee's sick leave authorized under this subchapter.
2. In order to obtain leave under this policy, the teacher must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the teacher to return to work, and written statements from witnesses (or other documentation as appropriate to a given incident) to prove that the incident occurred in the course of the employee's employment.

FAMILY MEDICAL LEAVE ACT

1. The FMLA entitles eligible employees of covered employers to take unpaid, job protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.
2. Eligible employees are entitled to:
 - a. Twelve workweeks of leave in a 12-month period for:
 - i. The birth of a child and to care for the newborn child within one of birth;
 - ii. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 - iii. To care for the employee's spouse, child, or parent who has serious health condition,
 - iv. A serious health condition that make the employee unable to perform the essential functions of his or her job;
 - v. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty", or
 - b. Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

JURY DUTY LEAVE AND PAY

1. The school district recognized that citizen service on grand ad petit juries is essential to our form of government. Therefore, no employee will be denied leave in response to state or federal summons to report for jury duty. Neither will any employee be disciplined for absence from work because of having to respond to a jury service summons or actual service on a jury. Employees absent because of jury service summons or actual jury service will suffer no loss of pay. This will be accomplished by the district not deducting from the employee's paycheck because of jury service absences, and the employee reimbursing the district the stipend they receive for jury duty, up to, but not to exceed, the cost of the substitute hired to replace the employee in his or her absence. Provided, however, that an employee serving on a jury who is reimburse with a meal, lodging, or travel payment may retain such payment.
2. An employee summoned for jury duty should give reasonable notice of the summons to the District through the employee's immediate supervisor. The employee must present the original (not a copy) of the summons to jury duty to his or her supervisor in order to confirm the reason for the requested absence.

MILITARY LEAVE

1. An employee who is a member of the Arkansas National Guard or of the reserve branches of the armed forces will be granted leave at the rate of fifteen (15) days per calendar year, plus necessary travel time, for required annual training. If leave is not used in a calendar year, it will accumulate so that an employee always has fifteen (15) days per calendar year, but no more. Military leave is in addition to regular vacation time for those employees entitled to it.
2. Any provision of the extended leave of absence policy to the contrary notwithstanding, an employee who is drafted or called to active duty in the armed forces, or who volunteers for military serves, shall be placed on extended leave without pay and upon written application, within ninety days after his release, shall be reinstated to the position vacated or its equivalent with no loss of seniority or any other benefits or privileges of employment.
3. An employee who enlists or re-enlists for a second consecutive term of military duty forfeits his re-employment rights. Personnel called to duty in emergency situations by the Governor or President shall be granted leave with pay not to exceed thirty (30) working days after which leave without pay will be granted. This leave is in addition to regular vacation time for those employees entitled to it.

PERSONAL DAYS

1. Each full-time employee, with the exception of 12-month employees, will be allowed four (4) days per contract year for personal leave. The leave may be taken in increments of no less than two (2) hours.
2. Personal leave may be used for personal reasons that do not have to be disclosed. Any employee desiring to take personal leave may do so by making a written request to his or her supervisor at least forty-eight (48) hours prior to the time of the requested leave. The forty-eight (48) hours requirement may be waived by the supervisor when the supervisor deems it appropriate.
3. For each day absent for personal leave, the employee's monthly check will be reduced at the rate of current substitute's rate of pay per day, or fraction of day absent according to the established procedure.
4. Employees who fail to report to work when their request for a personal day has been denied or who have exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave without pay). While there are instances where personal circumstances necessitate an employee's absence beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies and/or as permitted by the District's FMLA policy) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.
5. Personal leave is non-accumulative.
6. Personal leave may not be taken the day before or the day after a holiday.

WORKPLACE INJURIES AND WORKERS' COMPENSATION

1. The district provides Workers' Compensation Insurance, as required by law. Employees who sustain **any** injury must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the Assistant Superintendent. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for the treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.
2. For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic. In addition, employees whose injuries require medical attention shall submit to a drug test, which shall be paid at the District's workers' compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits.
3. A Workers' Compensation absence may run concurrently with FMLA leave (see FMLA policy) when the injury is one that meets the criteria for a serious health condition. To the extent that workers' compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers' compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.
4. Employees who are absent from work in the school district due to a Workers' Compensation claim may not work at a non-district job until they have returned to full duties at their same or equivalent district job; those who violate this prohibition may be subject to discipline up to and including termination. This prohibition does NOT apply to an employee who has been cleared by his/her doctor to return to "light duty" but the District has no such position available for the employee and the employee's second job qualifies as "light duty".
5. To the extent an employee has accrued sick leave and a WC claim has been filed, an employee:
 - a. Will be charged for a day's sick leave for the all days missed until such time as the WC claim has been approved or denied;
 - b. Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
 - c. Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

Cross References: SICK LEAVE

PERSONNEL OUTSIDE EMPLOYMENT

FAMILY MEDICAL LEAVE ACT

Legal References: Ark. Workers' Compensation Commission RULE 099-33-

MANAGED CARE

A.C.A § 11-9-102

A.C.A § 11-9-508(d)(5)(A)

A.C.A § 11-9-514(a)(3)(A)(i)

EMPLOYEE HOLIDAYS AND VACATION

1. Confusion exists concerning compensation and fringe benefits, holidays and vacations in particular, because of the past practice of identifying employees, both classified and certified, according to the number of days the employment contract calls for an employee to work. This policy is intended to clarify the situation and, therefore, repeals and replaces all prior policies and practices in conflict with it.
2. For purposes of this policy all employees of the district are considered as divided into two groups:
 - A. Those employees who are generally required to be at work on all regular work days twelve months each year, all of whom work pursuant to written contracts; and
 - B. All other employees working pursuant to a written contract. Part-time and casual employees are utilized by the district from time to time on an individual ad hoc basis not usually memorialized in a written contract. The compensation of both written contract groups is stated in their written employment contracts in terms of an annual salary, which salary shall be payable monthly in twelve equal installments. The essential difference in the two written contract groups is that twelve-month employees are eligible to receive holidays and vacation days off without diminution of their annual salary, while the other group is not.
3. All employees are expected to report regularly for work and be on time. Absence from work because of employee or family illness, and funerals and other personal or professional reasons, and the payments for such time off, are covered by other provisions of these policies and include sick leave, funeral leave, personal leave, and professional leave. (Note that there is no policy for payment to classified twelve-month employees for personal time off.) The compensation, or annual salary, of persons who are not twelve-month employees is based upon the number of days stated in an employee's contract. Such employees will not be required to work days in addition to the number specified in the contract and will not receive paid time off from work other than as specified in the aforesaid sick leave, funeral leave, personal leave, and professional leave policies. When any twelve-month employee or employee whose contract states a specific number of work days a year is absent from work and is not entitled under these personnel policies (i.e., sick leave, funeral leave, personal leave, and professional leave policies) to be paid for the day absent, the employee's pay for that month shall be reduced by an amount equal to the quotient to the annual salary divided by two hundred forty (240) for the twelve month employee, or divided by the number of day specified in the employee's contract, as the case may be. Certain classified employees' contracts state compensation in terms of annual salary when in fact the compensation is the product of an hourly rate multiplied by 2,080 hours. Reductions in compensation because of absence from work not covered by another policy, or increase in compensation because of working more than forty hours in a work week for employees not exempt from the overtime requirements of the Fair Labor Standards Act, for classified hourly employees shall be based on the hourly rate assigned to a particular employee.
4. Twelve month employees generally are required to be at work Monday through Friday throughout the school year, i.e., July 1 through June 30. There are ten recognized legal holidays each year, namely:

December 31

January 1

Martin Luther King Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

December 24

December 25

Twelve-month employees will not be required to report to work on these holidays and there will no diminution from an employee's stated annual salary because of not working on a named holiday.

5. The former policies of the school district, which are hereby expressly repealed, called for various durations of vacation for all eligible employees. Certified employees who formerly received four weeks vacation will in the future be entitled to four weeks vacation, this policy to the contrary notwithstanding. Other employees employed prior to September 15, 1998, will continue to be entitled to the duration of vacation they had under the former policy until entitled to more under this policy. All persons employed on and after September 15, 1998, shall be governed by this policy.
6. All vacations must be taken in the fiscal year in which they accrue. Time off not taken during the fiscal year is lost and cannot be saved until the next year or accumulated from year to year. Neither will an employee be entitled to any additional compensation for vacation time under this policy which is not taken in that fiscal year.
7. Vacation will normally be taken in increments of at least one week with the time of the vacation determined at the discretion of the employee's supervisor. Vacation time is intended to afford a period for rest and revitalization. For that reason, employees are discouraged from using vacation in one-or two-day increments as a substitute for sick or personal leave, although such requests may be granted at the discretion of the administration in unusual circumstances. Likewise, employees are encouraged to take all vacation time to which they are entitled.
8. Employee requests for vacation times during the year will be considered, but the needs of the school districts will be the determinative factor, with the administration's judgement on what those needs are to be final. Priority in selection of vacation times between employees will normally be given in in order of most senior first; however, the needs of the district as determined at the discretion of the administration will determine the outcome. The judgement of the administration will be final.
9. Employees terminated for cause by the district during their contract term shall not receive pay for vacation time off accrued but not taken. Employees who voluntarily quit their employment during the term of their contract shall receive pay in proportion to numbers of months of the year completed round down to last full month, provided that any employee who voluntarily quits without giving the district two weeks written notice of their resignation shall not receive pro rata pay for vacation days not taken.

CLARIFICATION OF EMPLOYEE HOLIDAYS AND VACATION

The recent revision of the certified personnel policies contains some language that is ambiguous and may cause confusion. This is true with particular reference to the section on EMPLOYEE HOLIDAYS AND VACATION, (Certified Policies, pages 128-131), and particularly true regarding paragraph 5 on page 130, which deal with paid vacation days. In that regard the Certified Personnel Policy Committee (Certified PPC) and the Camden Fairview School District hereby agree that it is was their intention in the earlier revision, and is not their intention and agreement, that all certified employees with 240 day contracts (referred to as 12 month employees in the revision) are entitled to received ten (10) day of paid vacation each year. Anything to the contrary in any revision or earlier personnel policy calling for more or fewer than ten (10) days of paid vacation each school year shall remain in fill force and effect.

If is also the intention of the Certified PPC and the administration that this document be presented to the CFSD School Board as a PPC proposal to be effective without further action during and after the 2017-18 school Year.

PROFESSIONAL LEAVE

1. Absences from work for professional leave must be arranged with the principal in advance and approved by the superintendent. This would include the following:
 - A. Conventions
 - B. Conference
 - C. Inservice workshops
 - D. School visitations
 - E. Any other meetings which, in the opinion of the principal and superintendent, serve to improve the District's instructional program or enhances the employee's ability to perform his or her duties.
2. Professional leave may also be granted when an employee is subpoenaed from a matter arising out of the employee's employment with the District.
3. Any employee seeking professional leave must make a written request to his or her immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor's decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the District's students will be taken into consideration in reviewing a request for professional leave.
4. Applications for professional leave should be made as soon as possible following the employee's discerning a need for such leave, but, in any case, no less than two (2) weeks before the requested leave is to begin, if possible.
5. If the employee does not receive or does not accept remuneration for his or her participation in the professional leave activity and a substitute is needed for the employee, the District shall pay the full cost of the substitute. If the employee receives and accepts remuneration for his or her participation in the professional leave activity. (e.g., scholastic audits), the employee shall forfeit his or her daily rate of pay from the District for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the District.
6. When absence is authorized for the purposes listed, expenses may be paid by the school district at the discretion of the superintendent and subject to budget limitations.

INCLEMENT WEATHER

For the first time in many years, we are having weather events that are resulting in school being canceled. Days missed will be made up for students and employees who have contracts that coincide with instructional contact days. However, many twelve month employees are requesting clarification of what is expected in the event school is canceled. In answer to those requests, the Camden Fairview School Board adopts the following policy.

1. There is a difference between classes being canceled and the school district being closed.
2. When classes are cancelled all students and employees with contracts coinciding with instructional days are excused from reporting for school/work. The days will be made up
3. Cancellation of classes does not, however excuse twelve month employees from reporting to work as scheduled.
4. The only time twelve month employees are excused from reporting on scheduled work days is when conditions require that the school district is closed.
5. Inability of a twelve-month employee to report for work on a classes canceled/school district open day will be treated the same as any other absence from work with regard to notice of absence, use of available leave time, and other issues related to missing work on a scheduled work day.
6. The superintendent has the sole discretion to decide where to cancel classes and whether to close the school district. Announcements regarding cancellation of classes and closing the school district will be made on local radio stations and by using the Alert Now contact numbers. The announcement will make clear whether the decision is simply to cancel classes, or also to close the school district, or both. The superintendent shall use his best efforts to make and announce this decision prior to 6:00 a.m.

DISCIPLINE AND GRIEVANCES

DISCIPLINARY ACTION

1. Orderly, responsible, and professional behavior by district employees is essential to maintain a quality educational environment. Such behavior is necessary both to enable the district to be managed efficiently and economically as custodian of taxpayer assets, and to establish and maintain good role models and examples for the students. Therefore, the right of the district, acting through the superintendent and the building principals or equivalent immediate supervisors, to establish from time to time, and to enforce, rules and regulations regarding working practices, job performances, and personal conduct of employees is recognized, provided that such rules and regulations must be reasonable and consistent with these personnel policies.
2. Such rules will be in writing and posted internally with copies furnished to the Personnel Policies Committee. Such rules are effective when published but are subject to the grievance procedure if their reasonableness is questioned.
3. Apart from specific rules, the obligation of each employee to conduct himself/herself in relation to his/her employment in a manner which respects the persons, property, and dignity of others is recognized.
4. It is also recognized that employee conduct away from out outside the workplace can have impact in the work and educational environment. When that impact is adverse, such conduct can be cause for discipline. Examples of such conduct would include, but not be limited to, violations of criminal laws, and violations of the policies governing sexual harassment, other discrimination, and fraternization with students.
5. No employee shall be disciplined without just cause. If an employee engages in conduct which is cause for discipline, the discipline may be by oral reprimand evidence by written notation in the employee's personnel file, written reprimand and warning letter in the employee's personnel file, disciplinary layoff without pay for specific number of days (which shall be accompanied by a written warning), or termination. The severity of the discipline will be determined by the office imposing the discipline, taking into consideration the circumstances of the case and the severity of the offense. It is expressly recognized that repeated minor misconduct will, after warning, become cause for more serious discipline, up to and including termination.
6. Procedures pertaining to recommendation of termination for cause during the term of a contract, and suspension by the superintendent related to such recommendations are governed by statute in Arkansas are not subject to this grievance procedure.

However, all other applications of discipline are subject to the grievance procedure.

GRIEVANCE PROCEDURE

1. **Grievance Defined.** A grievance is defined as a concern expressed by an employee that there has been a violation by the administration of:
 - A. An express provision of these personnel policies;
 - B. A federal or state law or regulation; or
 - C. Some other express term or condition of the employee/grievant's employment. Terminations of contracts for cause, suspensions because of a belief that cause for termination exists, and non-renewal of contracts are governed by statute with appeal provisions. Therefore, this grievance procedure shall be the exclusive remedy for any employee alleging a violation by the school district that may be the subject of a grievance under this procedure. A group of employees with the same concern about a school district violation may be parties to a single grievance.
2. **Step One. Informal Resolution.** Grievances or other differences between employees and the administration are frequently the result of mistakes or misunderstandings. Accordingly, while not a mandatory condition of appealing to the superintendent, an employee should always attempt to resolve any grievance (as well as any other difference not within the definition of a grievance) by first bringing it to the attention of the building principal or equivalent immediate supervisor. This may be done in writing, but there is no requirement of a writing as there is with the following steps of the grievance procedure. **INFORMATION AND DIRECT RESOLUTION OF ALL GRIEVANCES AND OTHER DIFFERENCES IS STRONGLY ENCOURAGED BY THE SCHOOL DISTRICT.** If the grievance is not resolved to the satisfaction of the employee *it must be reduced to writing* and appealed to the superintendent as described in Step Two. Employees are cautioned that certain time limitations on the employee's right to file a written grievance (appeal) to the superintendent, and eventually on to the school board, begin to run on the date the event about which you complain occurred. This means if an employee complains and nothing is done, and the employee does not file a written grievance (appeal) to the superintendent within the time provided, it will be presumed the employee accepted the supervisor's answer and the right to appeal by filing a written grievance will be foreclosed.
3. **Step Two. Appeal to Superintendent.** To appeal a concern (grievance) to the superintendent it must be reduced to writing on the approved form and signed by the aggrieved employee or employees. The grievances shall in all cases briefly stated three things:
 - A. The facts alleged to give rise to the grievance;
 - B. The specific provisions of the personnel policies alleged to have been violated, or the specific federal or state law or regulation alleged to have been violated, or the other term or condition of employment alleged to have been violated; and
 - C. The relief requested by the employee. **The written grievance shall be submitted to the superintendent within ten (10) school days of the occurrence of the event or transaction giving rise to the grievance. All grievances not so submitted within ten (10) school days after actual or constructive notice of the occurrence of the event or transaction giving rise to the grievance shall be deemed waived,** except that an employee on an excused absence at the time of the event or transaction giving rise to the grievance shall have ten (10) school days after returning to work to file a grievance.

Grievance Meeting. The superintendent, of his designee, should meet with the employee/grievant and attempt to resolve the grievance. However, the meeting is not mandatory. The employee may be represented at any such meeting, but must give as much notice as is possible of being represented so the superintendent can be represented if desired.

Superintendent's Answer. If a meeting is held the superintendent shall answer the grievance in writing within five (5) school days of the meeting. If there is no meeting the superintendent's answer is due ten (10) school days after actual receipt of the written grievance. The answer shall be delivered to the grievant. The failure of the superintendent to timely answer in writing shall be deemed a denial of the grievance.

Calculating Time; and Filing, Service, or Delivery. The day of occurrence of the event or transaction shall not be counted, but the last day of period for filing a grievance or answer shall be counted. School days are only those days when school is open for the general attendance of students. Anytime summer vacation comes into play regular business days will be substituted for school days. Personal delivery of written grievances and answers is the preferred method of service of a grievance or answer because it is certain and provides an opportunity to discuss the grievance. However, personal delivery is not mandatory. Service on the superintendent may be had by leaving the written grievance with the superintendent's secretary, and on the employee by internal mailbox or whatever other method is normally utilized for communications between supervision and the employee.

4. **Appeal to School Board.** If the grievance is not resolved by the Step Two answer it may be appealed to the Board of Education (school board) in the following manner: The employee/grievant shall write "I appeal" on the face of the second step answer, sign the notation, and present it to the superintendent within ten (10) school days from the employee's receipt of the second step answer. Any second step grievance not so appealed shall be deemed resolved in the manner specified in the Step Two answer. The superintendent shall upon receiving an appeal immediately mail or otherwise deliver a copy of the grievance, answer, and appeal to each board member. A hearing before the school board on the grievance appeal shall be held at the next regular school board meeting, unless the parties agree to a different date. The administration and employee/grievant are urged to agree upon a time and date for a special board meeting for the grievance hearing to avoid the conflict between the regular business agenda and the grievance hearing.
5. **Representation.** The administration may be represented by an attorney or other designee of the superintendent. The employee may be represented by an adult other than a member of the employee's immediate family. As soon as a decision on representation is made by any party that party shall identify the representative to the other party, or to the other party's representative.
6. **Proceedings Before the School Board.** A member of the school board will be designated as presiding officer and shall make all rulings and otherwise control the proceedings. The hearing shall be open or closed to the public at the discretion of the employee, provided that if there are multiple grievants the hearing will be open unless all grievants join in the request a closed hearing. If the hearing is closed the proceedings shall be considered as a personnel hearing for purposes of Freedom of Information Act requests. If an open hearing is requested, it shall be considered an open school board meeting for FOIA purposes. If testimony is to be elicited in an open hearing from a student under the age of 18, that witness' testimony can be closed to the public at the request of either the student or the student's parent or guardian. The rules of evidence are not to be applied, except that the presiding officer is empowered to make exclusionary rulings on proffered evidence found to be immaterial, irrelevant, or not germane to the grievance, the administration shall, and the employee/grievant may, present a written statement of position in advance of the hearing. A copy of anything submitted to the board in advance of the hearing will be served on the other party. The grievance hearing shall be in the nature of an evidentiary hearing with the parties permitted to present unsworn live witness call witnesses. Testimony by written statement is also permitted provided the statement has been served on the other party in advance of the hearing. There is no requirement that a transcript be maintained, but either party may at the party's expense employ a court reporter to make a transcript; provided that a party employing a court reporter will be obligated at the request of the other party to have the proceedings transcribed and furnish the other party a free copy of the transcript. There will be no opening statements other than to comment on

the written position statements submitted to the board. Thereafter the order of proceeding shall be administration case-in-chief, employee/grievant case-in-chief, administration rebuttal. The administration will be responsible for preparing forms with which the school board will express its decision.

7. **Decision of the School Board.** Regardless of the hearing being open or closed to the public, the school board may deliberate the grievance in a closed session with only board members present. However, the board must return to the open or closed and make its decision on the grievance by motion and vote. The decision will be by majority of the quorum. IT shall be expressed in writing on the forms furnished by the administration, subject to being modified as necessary. The school board's decision shall be to sustain the administration and deny the grievance, rant the grievance, or modify the administration position by sustaining the administration in part and upholding the grievance in part. A majority of the quorum must vote in favor of modifying the administration position, or upholding the grievance, or the grievance will be deemed denied. The decision of the school board on grievances shall be final and binding.
8. **Discrimination Complaints.** Any alleged violation of the district's policy prohibiting discrimination on the basis of race, color, religion, sex (including complaints sexual harassment, or national origin must be brought to the attention of the superintendent of schools by the complaint as soon as possible. If the complaint involves allegations against the superintendent, or allegations that the superintendent has refused to act on a discrimination complaint against another employee, it must be brought to the attention of the president of the Board of Education. This provision applies to any complaint or grievance that an employee suffered adverse job action or a hostile employment environment on account of race, color, religion, sex, or national origin.
9. **Time Limits.** Time is off the essence in this grievance procedure and the times for filing a grievance and answering are to be strictly construed. However, the time limit for initially filling a grievance can be extended by the mutual agreement of any building principal or the superintendent, on the one hand, and the employee, on the other hand, which agreement must be in writing. The time limit for appealing the superintendent's second step answer, or failure to timely answer, to the school board can be extended by the mutual written agreement of the superintendent and the employee.

CAMDEN FAIRVIEW PUBLIC SCHOOLS EMPLOYEE GRIEVANCE REPORT FORM

STEP 1

From: _____, Grievant

To: _____, Principal/Supervisor

Date of event or transaction: _____

Date of formal grievance: _____

Description of happening:

Personnel Policy/Policies violated:

Relief requested:

*Any additional information may be attached to form if signed by grievant.

Grievant's Signature

PRINCIPAL/IMMEDIATE SUPERVISOR'S RESPONSE TO GRIEVANCE

Date of answer: _____

____ Accept ____ Reject as formal grievance

Response to Grievance:

Signature

I appeal to Superintendent _____ (check if you desire to appeal).

Grievant's Signature

NOTE: It is not necessary to assign a number to a grievance unless and until it is appealed to the superintendent. If there is an appeal to the superintendent step, the superintendent's office will assign a number to the grievance.

LICENSED PERSONNEL SEXUAL HARASSMENT

The Camden Fairview School District is committed to providing an academic and work environment that treats all students and employees with respect and dignity. Student achievement and amicable working relationships are best attained in an atmosphere of equal educational and employment opportunity. That is free of discrimination. Sexual harassment is a form of discrimination that undermines the integrity of the educational and work environment and will not be tolerated.

The District believes the best policy to create an education and work environment free from sexual harassment is prevention; therefore, the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sexual harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to:

- The nature of sexual harassment;
- The District's written procedures governing the formal complaint grievance process;
- The process for submitting a formal complaint of sexual harassment;
- That the district does not tolerate sexual harassment;
- That students and employee can report inappropriate behavior of sexual nature without fear of adverse consequences;
- The support that are available to individuals suffering sexual harassment; and
- The potential discipline for perpetrating sexual harassment.

Definitions "Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

"Education program or activity" includes locations, events, or circumstance where the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting an investigation of the allegation of sexual harassment.

"Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

"Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee:
 - a. Conditions the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct; or
 - b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;
2. The conduct is:
 - a. Unwelcome; and
 - b. Determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
 - c. Constitutes:
 - d. Sexual assault;
 - e. Dating violence;
 - f. Domestic violence; or
 - g. Stalking

"Supportive measures" means individualized services that are offered to the complainant or the respondent designed to restore or preserve equal access to the District's education program or activity without unreasonable burdening the other party. The supportive measures must be non-disciplinary and non-punitive in nature; offered before or after the filing of a formal complaint or where no formal complaint has been filed; and offered to either party as appropriate, as reasonably

available, and without fee or charge. Examples of supportive measures include, but are not limited to: measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment; counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; campus escort services; mutual restriction on contact between the parties; changes in work or class locations; leaves of absence; and increase security and monitoring of certain areas of the campus.

Within the educational environment, sexual harassment is prohibited between any of the following: students; employees and students; non-employees and students; employees; and employees and nonemployees.

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances and may occur regardless of the sex(es) of the individuals involved. Depending upon such circumstances, examples of sexual harassment include, but are not limited to:

- Making sexual propositions or pressuring for sexual activities;
- Unwelcome touching;
- Writing graffiti of sexual nature;
- Displaying or distributing sexually explicit drawings, pictures, or written materials;
- Performing sexual gestures or touching oneself sexually in front of others;
- Telling sexual or crude jokes;
- Spreading rumors related to a person's alleged sexual activities;
- Discussions of sexual experiences;
- Rating other students as to sexual activity or performance;
- Circulating or showing e-mails, or Web sites of a sexual nature;
- Intimidation by words, actions, insults, or name calling; and
- Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the student self-identifies as homosexual or transgender.

Employees who believe they have been subjected to sexual harassment are encouraged to submit a report to their immediate supervisor, an administrator, or the Title IX coordinator. Under no circumstances shall an employee be required to first report allegation of sexual harassment to a school contact person if that person is the individual who is accused of the sexual harassment. If the District staff member who received a report of alleged sexual harassment is not the Title IX Coordinator, then the District staff person shall inform the Title IX Coordinator of the alleged sexual harassment. As soon as reasonably possible after receiving a report of alleged sexual from another District staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant:

- Discuss the availability of supportive measures;
- Consider the complainant's wish with respect to supportive measures;
- Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
- Explain to the complainant the process for filing a formal complaint.

Supportive Measures

The District shall offer supportive measure to both the complainant and respondent that are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other before or after the filing of a formal complaint or where no formal complaint has been filed. The District shall provide the individualized supportive measures to the complainant unless declined in writing by the complainant and shall provide individualized supportive measures that are non-disciplinary and non-punitive to the respondent. A complainant who initially declined the District's offer of supportive measures may request supportive measures based on the circumstances when the subsequent request is received.

Formal Complaint

A formal complaint may be filed with the Title IX Coordinator in person, by mail or email. Upon receipt of a formal complaint, a District shall simultaneously provide the following written notice the parties who are known:

- Notice of the District's grievance process and a copy of the procedures governing the grievance process;
- Notice of the allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include.
- The identifies of the parties involved in the incident, if known;
- The conduct allegedly constituting sexual harassment; and
- The date and location of the alleged incident, if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
- That the parties may inspect and review evidence relevant to the complaint of sexual harassment; and
- That the District's personnel policies and code of conduct prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the previous notice, the District shall simultaneously provide notice of the additional allegations to the parties whose identities are known.

The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one part against the other party. When the District has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular "party", "complainant", or "respondent" include the plural, as applicable.

When investigating a formal complaint and throughout the grievances process, District shall:

- Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest of the District and not on the parties;
- Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclose of, information protected under a legally recognized privilege or access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to thee party unless the District obtains the parent, legal guardian, or other responsible adult of that party's voluntary, written consent or that party's voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process;
- Provide an equal opportunity for the parties to present witnesses, including face and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or t gather and present relevant evidence;
- Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting of proceeding by the advisor of their choice, who may be but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigational this includes evidence:

- Whether obtained from a party or other source,
- The District does not intend to rely upon in reaching a determination regarding responsibility; and
- That is either Inculpatory or exculpatory; and
- Create an investigative report that fairly summarizes relevant evidence.

At least ten (10) days prior to completion of the investigative report, the District shall send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties shall have at least ten (10) days to submit a written response to the evidence. The investigator will consider the written responses prior to completion of the investigative report. All evidence subject to inspection and review shall be available for the parties' inspection and review at any meeting to give each party equal opportunity to refer to such evidence during the meeting.

After the investigative report is sent to the parties, the decision-maker shall:

- Provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;
- Provide each party with the answers;
- Allow for additional, limited follow-up questions from each party; and
- Provide an explanation to the party proposing the questions any decision to exclude a question as not relevant. Specifically, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Following the completion of the investigation period, the decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility. The written determination shall include—

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including:
 - a. Any notifications to the parties;
 - b. Interviews with parties and witnesses;
 - c. Site visits;
 - d. Methods used to gather other evidence; and
 - e. Hearing held;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the District's personnel policies or code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including:
 - a. A determination regarding responsibility;
 - b. Any disciplinary sanctions imposed on the respondent; and
 - c. Whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
6. The procedures and permissible bases for the complainant and respondent to appeal.

The written determination shall be provided to the parties simultaneously. The determination regarding responsibility shall be come final on the earlier of:

- If an appeal is not filed, the day after the period for an appeal to be filed expires; or
- If an appeal is filed, the date the written determination of the result of the appeal is provided to the parties.

The District shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved; did not occur in the District's education program or activity; or did not occur against a person in the United States, then the District shall

dismiss the complaint as not meeting the definition of sexual harassment under this policy. A dismissal for these reasons does not preclude action under another provision of the District's personnel policies or code of conduct.

The district may dismiss the formal complaint or any allegations therein, if at any time during the grievance process:

- The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- The respondent is no longer enrolled at the District; or
- Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon the dismissal of a formal complaint for any reason, the District shall promptly send written notice of the dismissal and reason(s) for the dismissal simultaneously to the parties.

The District may hire an individual or individuals to conduct the investigation or to act as the determination-maker when necessary.

Appeal

Either party may appeal a determination regarding responsibility or from a dismissal of a formal complaint or any allegations therein, on the following basis:

- a. The existence of a procedural irregularity that affected the outcome of the matter;
- b. Discovery of new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- c. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter; or
- d. An appeal of the disciplinary sanctions from the initial determination.

For all appeals, the District shall:

1. Notify the other party in writing when an appeal is filed;
2. Simultaneously Provide all parties a written copy of the District's procedures governing the appeal process;
3. Implement appeal procedures equally for both parties;
4. Ensure that the decision-maker⁵ for the appeal is not the same person as the decision-maker that reached the original determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator;
5. Provide all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
6. Issue a written decision describing the result of the appeal and the rationale for the result; and
7. Provide the written decision simultaneously to both parties.

Confidentiality

Reports of sexual harassment, both informal reports and formal complaints, will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to:

- Individual who are responsible for handling the District's investigation and determination of responsibility to the extent necessary to complete the District's grievance process;
- Submit a report to the child maltreatment hotline;
- Submit a report to the Professional Licensure Standards Board for reports alleging sexual harassment by an employee towards a student; or
- The extent necessary to provide either party due process during the grievance process.

Except as listed above, the District shall keep confidential the identity of:

- Any individual who has made a report or complaint of sex discrimination;

- Any individual who has made a report or filed a formal complaint of sexual harassment;
- Any complaint;
- Any individual who has been reported to be the perpetrator of sex discrimination;
- Any respondent; and
- Any witness

Any supportive measures provided to the complainant or respondent shall be kept confidential to the extent that maintaining such confidentiality does not impair the ability of the District to provide the supportive measures.

Administrative Leave

The District may place a non-student employee respondent on administrative leave during the pendency of the District's grievance process.

Retaliation Prohibited

Employees who submit a report or file a formal complaint of sexual harassment,; testified; assisted; or participate or refused to participate in any manner in an investigation, proceeding, or hearing on sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats, intimidation; coercion; discrimination; or charges for personnel policy violations that do not involve sex discrimination or sexual harassment, arise out of the same facts or circumstances as a report or formal complaint of sex discrimination, and are made for the purpose of interfering with any right o privilege under this policy. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by District officials, students, or third parties.

Disciplinary Sanctions

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment. Following the completion of the District's grievance process, any employee who is found by the evidence to more likely than not⁷ have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. No disciplinary sanction or other action that is not a supportive measure may e taken against a respondent until the conclusion of the grievance process.

Employee who knowingly fabricate allegations of sexual harassment or purposely provide inaccurate facts shall be subject to disciplinary action up to and including termination. A determination that the allegations do not rise to the level of sexual harassment alone is not sufficient to conclude that any party made a false allegation or materially false statement in bad faith.

Records

The District shall maintain the following records for a minimum of seven (7) years:

- Each sexual harassment investigation including:
- Any determination regarding responsibility;
- And disciplinary sanctions imposed on the respondent;
- Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
- Any appeal and the result therefrom;
- All materials used to train Title IX Coordinators, investigators, and decision-maker;
- Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, which must include:

The basis for the District's conclusion that its response was not deliberately indifferent; and Document:

- If supportive measures were provided to the complainant, the supportive measures taken designed to restore or preserve equal access to the District's education program or activity; or
- If no supportive measures were provided to a complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Cross References:

3.19—LICENSED PERSONNEL EMPLOYMENT
4.27—STUDENT SEXUAL HARASSMENT
5.20—DISTRICT WEBSITE
7.15—RECORD RETENTION AND DESTRUCTION
8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

Legal References:

20 USC 1681 et. seq.
34 C.F.R. Part 106
A.C.A. § 6-15-1005
A.C.A § 6-18-502
A.C.A § 12-18-102

Date Adopted:

Last Revised:

EMPLOYEE CONTRACTS AND COMPENSATION

CONTRACT RETURN

1. An employee shall have thirty (30) days from the date of the receipt of his contract for the following school year in which to return the contract, signed, to the office of the Superintendent. The date of receipt of the contract shall be presumed to be the date of the cover memo which will be attached to the contract.
2. Failure of an employee to return the signed contract to the office of the Superintendent within thirty (30) days of the receipt of the contract shall operate as a resignation by the employee. No further action on the part of the employee, the Superintendent, or the School Board shall be required in order to make the employee's resignation final.

Legal Reference:

A.C.A. § 6-17-1506(c)(1)

COMPENSATION

Certified Personnel

1. Certified personnel shall be employed on written contracts as stated. The compensation shall be determined by a salary schedule adopted by the Board of Education pursuant to law. A copy of the current salary schedule is attached to and made a part of these policies. The scheduled salary shall be stated on the face of the contract. The term of the contract shall also be stated on the face of the contract. Certified contract terms shall be 187 days, 205 days, 220 days, 225 days, or 240 days. Completed contract forms will be mailed or delivered to the employee. Such forms will constitute an offer and will become binding when returned signed by the employee and executed by CFSD as required by law. Contract forms not returned executed within thirty days after the date on the cover memorandum forwarding the contract to the employee will be conclusively determined to have been rejected by the employee, and the employee conclusively determined to have voluntarily resigned without further action by the employee, superintendent, or school board.
2. Anything in these policies to the contrary notwithstanding, an employee who has signed and returned a contract form as required above shall have an additional period of time in which to unilaterally rescind the contract. The period of time for such rescission shall be the first ten days next following the last official school day for the current school year.
3. Employee resignations normally should be in writing stating that the resignation is effective immediately or on a certain date and the writing delivered to the superintendent. A written resignation is effective when received by the superintendent and is irrevocable. Resignations do not required action by the school board. While resignation should be in writing, any employee who clearly, unequivocally, and without qualification manifest by work or deed an intention to terminate the employment relationship shall have resigned effective immediately without further action by the employee, superintendent, or school board. Employees should not that statutory restrictions against employment of a person under contract by another Arkansas school district remain effective unless and until an employee who resigns receives a written release from the superintendent.
4. Persons resigning or being terminated prior to the end of their contract term will be paid for the total number of days actually worked, with final payment due the next regular payday.
5. All persons employed as certified personnel by CFSD must possess the credentials and qualifications required by the State Department of Education and the north Central Association of Colleges and Schools.

LICENSED PERSONNEL SALARY SCHEDULE

CAMDEN FAIRVIEW SCHOOL DISTRICT #16 Certified Salary Schedule 2021-2022

ARKANSAS PUBLIC SCHOOL COMPUTER NETWORK
DATE: 04/26/2022
TIME: 09:22:00
SELECTION CRITERIA: shdtable. code like

PAGE NUMBER:
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CAMDEN FAIRVIEW SCHOOL DISTRICT #16SALARY SCHEDULE

SCHEDULE E01 DESCRIPTION CRT 190 DAY
H/S S STEP 24 RANGE 6 CONTRACT DAYS 190 HOURS/DAY 1.00

R A N G E

STEP	BACHELOR	B+12	B+24	MASTERS	M+15	M+30
1	37,540.00	38,150.00	38,760.00	42,190.00	42,800.00	43,410.00
2	38,050.00	38,660.00	39,270.00	42,700.00	43,310.00	43,920.00
3	38,560.00	39,170.00	39,780.00	43,210.00	43,820.00	44,430.00
4	39,070.00	39,680.00	40,290.00	43,720.00	44,330.00	44,940.00
5	39,580.00	40,190.00	40,800.00	44,230.00	44,840.00	45,450.00
6	40,090.00	40,700.00	41,310.00	44,740.00	45,350.00	45,960.00
7	40,600.00	41,210.00	41,820.00	45,250.00	45,860.00	46,470.00
8	41,110.00	41,720.00	42,330.00	45,760.00	46,370.00	46,980.00
9	41,620.00	42,230.00	42,840.00	46,270.00	46,880.00	47,490.00
10	42,130.00	42,740.00	43,350.00	46,780.00	47,390.00	48,000.00
11	42,640.00	43,250.00	43,860.00	47,290.00	47,900.00	48,510.00
12	43,150.00	43,760.00	44,370.00	47,800.00	48,410.00	49,020.00
13	43,660.00	44,270.00	44,880.00	48,310.00	48,920.00	49,530.00
14	44,170.00	44,780.00	45,390.00	48,820.00	49,430.00	50,040.00
15	44,680.00	45,290.00	45,900.00	49,330.00	49,940.00	50,550.00
16	45,190.00	45,800.00	46,410.00	49,840.00	50,450.00	51,060.00
17	45,700.00	46,310.00	46,920.00	50,350.00	50,960.00	51,570.00
18	46,210.00	46,820.00	47,430.00	50,860.00	51,470.00	52,080.00
19	46,720.00	47,330.00	47,940.00	51,370.00	51,980.00	52,590.00
20	46,720.00	47,840.00	48,450.00	51,880.00	52,490.00	53,100.00
21	46,720.00	47,840.00	48,960.00	52,390.00	53,000.00	53,610.00
22	46,720.00	47,840.00	48,960.00	52,900.00	53,510.00	54,120.00
23	46,720.00	47,840.00	48,960.00	52,900.00	54,020.00	54,630.00
24	46,720.00	47,840.00	48,960.00	52,900.00	54,020.00	55,140.00

ARKANSAS PUBLIC SCHOOL COMPUTER NETWORK
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CAMDEN FAIRVIEW SCHOOL DISTRICT #16
 SALARY SCHEDULE

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SCHEDULE E02 DESCRIPTION CRT 195 DAY
 H/S S STEP 24 RANGE 6 CONTRACT DAYS 195 HOURS/DAY 1.00

R A N G E						
STEP	BACHELOR	B+12	B+24	MASTERS	M+15	M+30
1	37,540.00	38,150.00	38,760.00	42,190.00	42,800.00	43,410.00
2	38,050.00	38,660.00	39,270.00	42,700.00	43,310.00	43,920.00
3	38,560.00	39,170.00	39,780.00	43,210.00	43,820.00	44,430.00
4	39,070.00	39,680.00	40,290.00	43,720.00	44,330.00	44,940.00
5	39,580.00	40,190.00	40,800.00	44,230.00	44,840.00	45,450.00
6	40,090.00	40,700.00	41,310.00	44,740.00	45,350.00	45,960.00
7	40,600.00	41,210.00	41,820.00	45,250.00	45,860.00	46,470.00
8	41,110.00	41,720.00	42,330.00	45,760.00	46,370.00	46,980.00
9	41,620.00	42,230.00	42,840.00	46,270.00	46,880.00	47,490.00
10	42,130.00	42,740.00	43,350.00	46,780.00	47,390.00	48,000.00
11	42,640.00	43,250.00	43,860.00	47,290.00	47,900.00	48,510.00
12	43,150.00	43,760.00	44,370.00	47,800.00	48,410.00	49,020.00
13	43,660.00	44,270.00	44,880.00	48,310.00	48,920.00	49,530.00
14	44,170.00	44,780.00	45,390.00	48,820.00	49,430.00	50,040.00
15	44,680.00	45,290.00	45,900.00	49,330.00	49,940.00	50,550.00
16	45,190.00	45,800.00	46,410.00	49,840.00	50,450.00	51,060.00
17	45,700.00	46,310.00	46,920.00	50,350.00	50,960.00	51,570.00
18	46,210.00	46,820.00	47,430.00	50,860.00	51,470.00	52,080.00
19	46,720.00	47,330.00	47,940.00	51,370.00	51,980.00	52,590.00
20	46,720.00	47,840.00	48,450.00	51,880.00	52,490.00	53,100.00
21	46,720.00	47,840.00	48,960.00	52,390.00	53,000.00	53,610.00
22	46,720.00	47,840.00	48,960.00	52,900.00	53,510.00	54,120.00
23	46,720.00	47,840.00	48,960.00	52,900.00	54,020.00	54,630.00
24	46,720.00	47,840.00	48,960.00	52,900.00	54,020.00	55,140.00

ARKANSAS PUBLIC SCHOOL COMPUTER NETWORK
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CAMDEN FAIRVIEW SCHOOL DISTRICT #16
 SALARY SCHEDULE

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SCHEDULE E03 DESCRIPTION CRT 208 DAY H/S S STEP 24 RANGE 6 CONTRACT DAYS 208 HOURS/DAY 1.00						
R A N G E						
STEP	BACHELOR	B+12	B+24	MASTERS	M+15	M+30
1	37,540.00	38,150.00	38,760.00	42,190.00	42,800.00	43,410.00
2	38,050.00	38,660.00	39,270.00	42,700.00	43,310.00	43,920.00
3	38,560.00	39,170.00	39,780.00	43,210.00	43,820.00	44,430.00
4	39,070.00	39,680.00	40,290.00	43,720.00	44,330.00	44,940.00
5	39,580.00	40,190.00	40,800.00	44,230.00	44,840.00	45,450.00
6	40,090.00	40,700.00	41,310.00	44,740.00	45,350.00	45,960.00
7	40,600.00	41,210.00	41,820.00	45,250.00	45,860.00	46,470.00
8	41,110.00	41,720.00	42,330.00	45,760.00	46,370.00	46,980.00
9	41,620.00	42,230.00	42,840.00	46,270.00	46,880.00	47,490.00
10	42,130.00	42,740.00	43,350.00	46,780.00	47,390.00	48,000.00
11	42,640.00	43,250.00	43,860.00	47,290.00	47,900.00	48,510.00
12	43,150.00	43,760.00	44,370.00	47,800.00	48,410.00	49,020.00
13	43,660.00	44,270.00	44,880.00	48,310.00	48,920.00	49,530.00
14	44,170.00	44,780.00	45,390.00	48,820.00	49,430.00	50,040.00
15	44,680.00	45,290.00	45,900.00	49,330.00	49,940.00	50,550.00
16	45,190.00	45,800.00	46,410.00	49,840.00	50,450.00	51,060.00
17	45,700.00	46,310.00	46,920.00	50,350.00	50,960.00	51,570.00
18	46,210.00	46,820.00	47,430.00	50,860.00	51,470.00	52,080.00
19	46,720.00	47,330.00	47,940.00	51,370.00	51,980.00	52,590.00
20	46,720.00	47,840.00	48,450.00	51,880.00	52,490.00	53,100.00
21	46,720.00	47,840.00	48,960.00	52,390.00	53,000.00	53,610.00
22	46,720.00	47,840.00	48,960.00	52,900.00	53,510.00	54,120.00
23	46,720.00	47,840.00	48,960.00	52,900.00	54,020.00	54,630.00
24	46,720.00	47,840.00	48,960.00	52,900.00	54,020.00	55,140.00

ARKANSAS PUBLIC SCHOOL COMPUTER NETWORK
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CAMDEN FAIRVIEW SCHOOL DISTRICT #16
 SALARY SCHEDULE

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SCHEDULE E04 DESCRIPTION CRT 213 DAY
 H/S S STEP 24 RANGE 6 CONTRACT DAYS 213 HOURS/DAY 1.00

R A N G E						
STEP	BACHELOR	B+12	B+24	MASTERS	M+15	M+30
1	37,540.00	38,150.00	38,760.00	42,190.00	42,800.00	43,410.00
2	38,050.00	38,660.00	39,270.00	42,700.00	43,310.00	43,920.00
3	38,560.00	39,170.00	39,780.00	43,210.00	43,820.00	44,430.00
4	39,070.00	39,680.00	40,290.00	43,720.00	44,330.00	44,940.00
5	39,580.00	40,190.00	40,800.00	44,230.00	44,840.00	45,450.00
6	40,090.00	40,700.00	41,310.00	44,740.00	45,350.00	45,960.00
7	40,600.00	41,210.00	41,820.00	45,250.00	45,860.00	46,470.00
8	41,110.00	41,720.00	42,330.00	45,760.00	46,370.00	46,980.00
9	41,620.00	42,230.00	42,840.00	46,270.00	46,880.00	47,490.00
10	42,130.00	42,740.00	43,350.00	46,780.00	47,390.00	48,000.00
11	42,640.00	43,250.00	43,860.00	47,290.00	47,900.00	48,510.00
12	43,150.00	43,760.00	44,370.00	47,800.00	48,410.00	49,020.00
13	43,660.00	44,270.00	44,880.00	48,310.00	48,920.00	49,530.00
14	44,170.00	44,780.00	45,390.00	48,820.00	49,430.00	50,040.00
15	44,680.00	45,290.00	45,900.00	49,330.00	49,940.00	50,550.00
16	45,190.00	45,800.00	46,410.00	49,840.00	50,450.00	51,060.00
17	45,700.00	46,310.00	46,920.00	50,350.00	50,960.00	51,570.00
18	46,210.00	46,820.00	47,430.00	50,860.00	51,470.00	52,080.00
19	46,720.00	47,330.00	47,940.00	51,370.00	51,980.00	52,590.00
20	46,720.00	47,840.00	48,450.00	51,880.00	52,490.00	53,100.00
21	46,720.00	47,840.00	48,960.00	52,390.00	53,000.00	53,610.00
22	46,720.00	47,840.00	48,960.00	52,900.00	53,510.00	54,120.00
23	46,720.00	47,840.00	48,960.00	52,900.00	54,020.00	54,630.00
24	46,720.00	47,840.00	48,960.00	52,900.00	54,020.00	55,140.00

ARKANSAS PUBLIC SCHOOL COMPUTER NETWORK
 DATE: 04/26/2022
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 SELECTION CRITERIA: shdtable. code like

CAMDEN FAIRVIEW SCHOOL DISTRICT #16
 SALARY SCHEDULE

PAGE NUMBER: 5
 UPDSCH13

SCHEDULE E05 DESCRIPTION CRT 223 DAY H/S S STEP 24 RANGE 6 CONTRACT DAYS 223 HOURS/DAY 1.00						
R A N G E						
STEP	BACHELOR	B+12	B+24	MASTERS	M+15	M+30
1	37,540.00	38,150.00	38,760.00	42,190.00	42,800.00	43,410.00
2	38,050.00	38,660.00	39,270.00	42,700.00	43,310.00	43,920.00
3	38,560.00	39,170.00	39,780.00	43,210.00	43,820.00	44,430.00
4	39,070.00	39,680.00	40,290.00	43,720.00	44,330.00	44,940.00
5	39,580.00	40,190.00	40,800.00	44,230.00	44,840.00	45,450.00
6	40,090.00	40,700.00	41,310.00	44,740.00	45,350.00	45,960.00
7	40,600.00	41,210.00	41,820.00	45,250.00	45,860.00	46,470.00
8	41,110.00	41,720.00	42,330.00	45,760.00	46,370.00	46,980.00
9	41,620.00	42,230.00	42,840.00	46,270.00	46,880.00	47,490.00
10	42,130.00	42,740.00	43,350.00	46,780.00	47,390.00	48,000.00
11	42,640.00	43,250.00	43,860.00	47,290.00	47,900.00	48,510.00
12	43,150.00	43,760.00	44,370.00	47,800.00	48,410.00	49,020.00
13	43,660.00	44,270.00	44,880.00	48,310.00	48,920.00	49,530.00
14	44,170.00	44,780.00	45,390.00	48,820.00	49,430.00	50,040.00
15	44,680.00	45,290.00	45,900.00	49,330.00	49,940.00	50,550.00
16	45,190.00	45,800.00	46,410.00	49,840.00	50,450.00	51,060.00
17	45,700.00	46,310.00	46,920.00	50,350.00	50,960.00	51,570.00
18	46,210.00	46,820.00	47,430.00	50,860.00	51,470.00	52,080.00
19	46,720.00	47,330.00	47,940.00	51,370.00	51,980.00	52,590.00
20	46,720.00	47,840.00	48,450.00	51,880.00	52,490.00	53,100.00
21	46,720.00	47,840.00	48,960.00	52,390.00	53,000.00	53,610.00
22	46,720.00	47,840.00	48,960.00	52,900.00	53,510.00	54,120.00
23	46,720.00	47,840.00	48,960.00	52,900.00	54,020.00	54,630.00
24	46,720.00	47,840.00	48,960.00	52,900.00	54,020.00	55,140.00

ARKANSAS PUBLIC SCHOOL COMPUTER NETWORK
 DATE: 04/26/2022
 TIME: 09:22:00
 SELECTION CRITERIA: shdtable. code like

CAMDEN FAIRVIEW SCHOOL DISTRICT #16
 SALARY SCHEDULE

PAGE NUMBER: 6
 UPDSCH13

SCHEDULE E06 DESCRIPTION CRT 228 DAY
 H/S S STEP 24 RANGE 6 CONTRACT DAYS 228 HOURS/DAY 1.00

R A N G E						
STEP	BACHELOR	B+12	B+24	MASTERS	M+15	M+30
1	37,540.00	38,150.00	38,760.00	42,190.00	42,800.00	43,410.00
2	38,050.00	38,660.00	39,270.00	42,700.00	43,310.00	43,920.00
3	38,560.00	39,170.00	39,780.00	43,210.00	43,820.00	44,430.00
4	39,070.00	39,680.00	40,290.00	43,720.00	44,330.00	44,940.00
5	39,580.00	40,190.00	40,800.00	44,230.00	44,840.00	45,450.00
6	40,090.00	40,700.00	41,310.00	44,740.00	45,350.00	45,960.00
7	40,600.00	41,210.00	41,820.00	45,250.00	45,860.00	46,470.00
8	41,110.00	41,720.00	42,330.00	45,760.00	46,370.00	46,980.00
9	41,620.00	42,230.00	42,840.00	46,270.00	46,880.00	47,490.00
10	42,130.00	42,740.00	43,350.00	46,780.00	47,390.00	48,000.00
11	42,640.00	43,250.00	43,860.00	47,290.00	47,900.00	48,510.00
12	43,150.00	43,760.00	44,370.00	47,800.00	48,410.00	49,020.00
13	43,660.00	44,270.00	44,880.00	48,310.00	48,920.00	49,530.00
14	44,170.00	44,780.00	45,390.00	48,820.00	49,440.00	50,040.00
15	44,680.00	45,290.00	45,900.00	49,330.00	49,940.00	50,550.00
16	45,190.00	45,800.00	46,410.00	49,840.00	50,450.00	51,060.00
17	45,700.00	46,310.00	46,920.00	50,350.00	50,960.00	51,570.00
18	46,210.00	46,820.00	47,430.00	50,860.00	51,470.00	52,080.00
19	46,720.00	47,330.00	47,940.00	51,370.00	51,980.00	52,590.00
20	46,720.00	47,840.00	48,450.00	51,880.00	52,490.00	53,100.00
21	46,720.00	47,840.00	48,960.00	52,390.00	53,000.00	53,610.00
22	46,720.00	47,840.00	48,960.00	52,900.00	53,510.00	54,120.00
23	46,720.00	47,840.00	48,960.00	52,900.00	54,020.00	54,630.00
24	46,720.00	47,840.00	48,960.00	52,900.00	54,020.00	55,140.00

ARKANSAS PUBLIC SCHOOL COMPUTER NETWORK
 DATE: 04/26/2022
 TIME: 09:22:00
 SELECTION CRITERIA: shdtable. code like

CAMDEN FAIRVIEW SCHOOL DISTRICT #16
 SALARY SCHEDULE

PAGE NUMBER: 7
 UPDSCH13

SCHEDULE E07 DESCRIPTION CRT 240 DAY H/S S STEP 24 RANGE 6 CONTRACT DAYS 240 HOURS/DAY 1.00						
R A N G E						
STEP	BACHELOR	B+12	B+24	MASTERS	M+15	M+30
1	37,540.00	38,150.00	38,760.00	42,190.00	42,800.00	43,410.00
2	38,050.00	38,660.00	39,270.00	42,700.00	43,310.00	43,920.00
3	38,560.00	39,170.00	39,780.00	43,210.00	43,820.00	44,510.00
4	39,070.00	39,680.00	40,290.00	43,720.00	44,330.00	44,940.00
5	39,580.00	40,190.00	40,800.00	44,230.00	44,840.00	45,450.00
6	40,090.00	40,700.00	41,310.00	44,740.00	45,350.00	45,960.00
7	40,600.00	41,210.00	41,820.00	45,250.00	45,860.00	46,470.00
8	41,110.00	41,720.00	42,330.00	45,760.00	46,370.00	46,980.00
9	41,620.00	42,230.00	42,840.00	46,270.00	46,880.00	47,490.00
10	42,130.00	42,740.00	43,350.00	46,780.00	47,390.00	48,000.00
11	42,640.00	43,250.00	43,860.00	47,290.00	47,900.00	48,510.00
12	43,150.00	43,760.00	44,370.00	47,800.00	48,410.00	49,020.00
13	43,660.00	44,270.00	44,880.00	48,310.00	48,920.00	49,530.00
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16	45,190.00	45,800.00	46,410.00	49,840.00	50,450.00	51,060.00
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19	46,720.00	47,330.00	47,940.00	51,370.00	51,980.00	52,590.00
20	46,720.00	47,840.00	48,450.00	51,880.00	52,490.00	53,100.00
21	46,720.00	47,840.00	48,960.00	52,390.00	53,000.00	53,610.00
22	46,720.00	47,840.00	48,960.00	52,900.00	53,510.00	54,120.00
23	46,720.00	47,840.00	48,960.00	52,900.00	54,020.00	54,630.00
24	46,720.00	47,840.00	48,960.00	52,900.00	54,020.00	55,140.00

1. In order to apply to the salary schedule, hours above degree do not have to be in degreed program must be graduate hours and obtained prior to September 2016. Official transcripts must be filed in the Superintendent's office on or before September 1, 2016.
2. State law requires each District to include its teacher salary schedule, including stipends and other material benefits, in its written personnel policies unless the District recognizes a teachers' union in its policies for, among other things, the negotiation of salaries. In developing the salary schedule, the District will establish a normal base contract period for teachers. The district is required to post the salary schedule on its website by September 15 of each year and should place on obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year licensed policies and salary schedule.
3. For the purposes of the salary schedule, a teacher will have worked a "year" if he/she works at least 160 days.
4. For the purposes of this policy, a master's degree or higher is considered "relevant to the employee's position" if it is related to education, guidance counseling, or the teacher's content area and has been awarded for successful completion of a program at the master's level or higher by an institution of higher education accredited under Arkansas statutory requirements applicable at the time the degree was awarded.
5. Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to the **Payroll Clerk**. The appropriate salary increase will be reflected in the next paycheck provided it is at least two (2) weeks from the time the notice and documentation is delivered. All salary changes will go on a "go forward" basis, and no back pay will be awarded.

Arkansas Professional Educator Preparation (ArPEP) Program

6. Each employee newly hired by the district to teach under the Arkansas Professional Educator Preparation (ArPEP) Program shall initially be placed on the salary schedule in the category of a bachelor's degree with no experience, unless the ArPEP program employee has previous teaching experience which requires a different placement on the schedule. Upon receiving his/her initial or standard teaching license, the employee shall be moved to the position on the salary schedule that corresponds to the level of education degree earned by the employee which is relevant to the employee's position. Employee's degrees which are not relevant to the ArPEP program's position shall not apply when determining his/her placement on the salary schedule. A teacher with a non-traditional provisional license shall be eligible for step increases with each successive year of employment, just as would a teacher possessing a traditional teacher license.

Licensed employee, seeking additional area or areas of licensure

7. Licensed employees who are working on an alternative licensure plan (ALP) to gain licensure in additional area are entitled to placement on the salary schedule commensurate with their current license, level of education degree and years of experience. Degrees which are not relevant to the employee's position shall not apply when determining his/her placement on the salary schedule.

Legal Reference:

A.C.A. § 6-17-201, 202, 2403

A.C.A. § 6-20-2305(f)(4)

ADE Rules Governing School District Requirements for Personnel Policies, Salary Schedules, Minimum Salaries, and Documents Posted to District Websites

BENEFITS

The **Camden Fairview School District** offers its licensed personnel the following benefits:

* Health Insurance (District pays \$154.48) [Amount subject to change]

* Dental (District pays \$7.00) [Amount subject to change]

* Life Insurance Policy (District pays premium on all full-time contracted employees for coverage in the amount of employee's current year contract.)

Vision

** Disability

Basic Term Life

Vol. Term Life

Universal Life

Cancer

Accident

Critical Illness

* A single asterisk indicates that the District pays for all or part of this benefits for the employee.

** A double asterisk indicates that this coverage is offered to employees only.

Legal Reference:

A.C.A § 6-17-201

EXPENSE PAYMENTS

1. The Board of Education recognizes the importance and desirability for school personnel to make out-of-district trips on school business. Trips may include, but not be limited to, attendance at meetings, such as state and national conferences/workshops, and observational visits to other schools. It is encouraged that conferences and meetings be tied to the building's Comprehensive School Improvement Plan.
2. School vehicles should be obtained from the Director of Transportation for approved travel. If a school vehicle is not available or an employee provides personal transportation, mileage will be paid at forty-five cents **(\$.45)** per mile. Mileage may be verified using the official Arkansas Highway Map prepared by the Arkansas State Highway and Transportation Department. **Staff members traveling to the same meeting are directed to car pool when practical.**
3. Meals will be paid on a per diem basis. No more than forty-two dollars (\$42.00) per day (breakfast \$8.00; lunch \$14.00; and dinner (\$20.00) based on the time schedule for each particular event. There will be **no** meal payment for one-day trips.
4. **The district will pay for overnight lodging for the employee only.** This amount will be whatever is the conference rate and/or approved rate by the supervisor of the employee at the hotel that is closest to the traveler's work assignment and/or meeting. Overnight trips are discouraged unless necessary. Therefore, employees are directed to travel the day of the event is within two hours normal driving time and the event begins at 9:00 a.m. or later. Double occupancy is expected when more than one employee attends the same event and gender permits room sharing. Hotel receipts are required and should be turned into the central office immediately upon return to the district.

Among the changes that the district will not reimburse are:

- A. Personal phone calls
- B. Rental of videos or in-room movies
- C. Alcoholic beverages
- D. Gasoline receipts, if receiving mileage reimbursement.

Because of safety issues, **Valet Parking** will be reimbursed.

Out-of-District Travel Guidelines/Procedures:

1. All travel must be pre-approved. (Even if there is no cost to the district.)
2. The Request for Leave form will be used to pre-approve and authorize travel.
3. Travel is requested on the Request for Leave form and should be given to the employee's supervisor for approval at least two weeks prior to the travel date.
4. Once approved, the traveler is to complete an Expense Voucher form for each separate check to be issued.
5. The traveler is to complete any paperwork (registration form, etc.) in its entirety and attach to the corresponding expense voucher.

6. Supervisors are responsible for ensuring that expenditures are within district guidelines.

In-District Travel Guidelines/Procedures:

Staff members who are required to travel from building to building during the regular work-day will be reimbursed at the rate of forty-five cents (\$.45) per mile. The reimbursement will only be for required daily travel from one building to another. Mileage will only be paid for one way between buildings, unless the employee is required to travel back to his/her beginning location during regular work hours. It will be the employee's responsible for submitting an in-district travel form at the end of each quarter for reimbursement.

School Credit Card

The School Credit Card can only be used at the Central Office. The Superintendent's Secretary will be in charge of making purchasing with the School Credit Card. Approved requisition form must be brought to the Central Office before the card is used. The district assumes no responsibility for the payment of any personal credit card charges incurred by a district employee.

PAYMENT FOR UNUSED SICK LEAVE

All employees who participate in the teacher salary fund are eligible for payment of unused sick leave in accordance with the following provisions:

- A. Employees shall receive pay at a rate of \$30.00 per day for all sick leave days earned in excess of 125 days, not to exceed one day per month contract year. The employee must have employed in the Arkansas Public School System for ten (10) consecutive years.
- B. Upon retirement or the election to T-DROP, certified employees may elect to receive pay at a rate of \$30.00 per day for any or all sick leave days accumulated up to a maximum of 125 days, or they may donate any or all days to the sick leave bank, provided the employee has been employed in the Arkansas Public School System for ten (10) years.

REIMBURSEMENT FOR PURCHASE OF SUPPLIES

1. Prekindergarten through sixth grade teachers shall be allotted the amount required by law to be used by the teach in his/her classroom or for class activities. The among shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account. For the purposes of this policy, pre-kindergarten through sixth grade teachers shall be allotted the greater of:
 - a. Twenty dollars (\$20) per student enrolled in the teacher's class for more than fifty percent (50%) of the school day at eh end of the first three (3) months of the school year; or
 - b. Five hundred dollars (\$500).
2. Teachers may purchase supplies and supplementary materials from the district at the District's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete school requisition process and have approved by the Building Administrator, a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers that complete school requisition process may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property except to the extent they are used up or consumed or the purchased supplies and/or materials are intended/designed for use away from the school campus.
3. Unused allotments shall not be carried over from one fiscal year to the next.

Legal Reference:

A.C.A. § 6-21-303(b)(1)