

**CAMDEN FAIRVIEW SCHOOL DISTRICT  
5204**



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**CLASSIFIED PERSONNEL POLICY MANUAL  
2015-16**

## **TABLE OF CONTENTS**

<b><u>Page</u></b>	<b><u>Topic</u></b>
1	GENERAL REPEALER AND ADOPTION POLICY
2	EQUAL EMPLOYMENT AND EDUCATIONAL OPPORTUNITY
3	CLASSIFIED PERSONNEL POLICIES COMMITTEE
6	POLICY PROHIBITING SEXUAL HARASSMENT
11	DISCIPLINARY ACTION POLICY
13	TOBACCO-FREE POLICY
14	POLITICAL ACTIVITIES AND ELECTION TO OFFICE
15	SOLICITATION AND PETITIONS
16	PERSONNEL RECORDS
17	EMPLOYMENT AND ASSIGNMENT OF CLASSIFIED PERSONNEL
18	COMPENSATION
20	TRAVEL REIMBURSEMENT
22	EVALUATION
23	CELL PHONES AND CELL PHONE USE
24	LEAVE FOR ILLNESS
26	INCLEMENT WEATHER
27	JURY DUTY LEAVE AND PAY
28	LEAVE OF ABSENCE
29	LEAVE OF ABSENCE FOR PERSONAL INJURY FROM ASSAULT OR OTHER

	VIOLENT CRIMINAL ACT
30	MATERNITY LEAVE
31	MILITARY LEAVE
32	PAYMENT FOR UNUSED SICK LEAVE
32	SHARED SICK LEAVE POLICY
33	RE-EMPLOYMENT OF CLASSIFIED PERSONNEL
34	SEPARATION OF EMPLOYEES
35	REDUCTION IN FORCE POLICY
40	PERSONNEL OUTSIDE EMPLOYMENT
41	PERSONNEL RESPONSIBILITIES GOVERNING BULLYING
42	ASSIGNMENT OF TEACHER AIDES
43	PERSONNEL SCHOOL CALENDAR
44	DRUG FREE WORKPLACE POLICY
47	DRUG FREE WORKPLACE POLICY ACKNOWLEDGMENT
48	PERSONNEL COMPUTER USE POLICY
49	EMPLOYEE INTERNET USE AGREEMENT
51	EMPLOYEE HOLIDAYS AND VACATION
55	SICK LEAVE BANK POLICY
57	SICK LEAVE BANK FORM
58	CFSD SICK LEAVE BANK-REQUEST QUESTIONNAIRE FORM
60	GRIEVANCE PROCEDURE



## **GENERAL REPEALER AND ADOPTION POLICY**

The policies hereinafter contained repeal and replace each and every separate personnel policy in force for classified employees in CFSD, effective July 1, 2006. After July 1, 2006, the written policies contained herein are the sole and only personnel policies for classified employees 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 Classified Personnel Policies Committee consistent with and as required by law. All such modifications shall be in writing and included in the master copy of this document maintained in the CFSD central office.

## **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 six (6) of these policies, and following. This policy contains a procedure to be followed by an employee desiring to complain about this form of discrimination. The part of the policy dealing with making a complaint is found beginning on page sixty-four (64) 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.

## **CLASSIFIED PERSONNEL POLICIES COMMITTEE**

The Classified 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. Presently the committee consists of five classified employees serving on a two-year rotation, and one administrator. An effort has been made to set forth below the statutory requirements applicable to the Classified Personnel Policies Committee. Of course, the statute controls if there are inconsistencies.

- a) "Classified employee" means any person employed by a school district under a written annual contract who is not required to have a teaching certificate issued by the Department of Education as a condition of employment.
- b) "Classified employee administrator" means any classified or licensed employee who formally evaluates non-management classified employees and any classified employee who supervises but does not evaluate other classified employees if the non-management classified employees exclude them.
- c) "Non-management classified employee" means any classified employee who does not evaluate other classified employees. The non-management classified employees in a school district, at their discretion in an election conducted in accordance with 6-17-2303(c), include in this definition classified employees who supervise but do not evaluate other classified employees.

1. The school district shall have a committee on personnel policies for classified employees which consist of at least one (1) non-management classified representative from each of the following (5) classifications:

- A. Maintenance and operation
- B. Transportation
- C. Food service
- D. Secretary and clerk
- E. Aides and paraprofessionals

2. All other job classifications of classified employees not identified in the five (5) classifications may be grouped together and added as an at-large classification and shall have at least one (1) non-management classified representative on the committee on classified personnel policies.

3. There shall be no more than three (3) classified employee administrators on the committee, one (1) of whom may be the superintendent of schools. The classified employee administrators on the committee shall be appointed by the school board or its designee.

4. The election shall be conducted solely and exclusively by the non-management classified employees, including distribution of ballots to all non-management classified employees.

5. The election shall be conducted by mid-October.

6. There shall be no additional monetary compensation for services on the committee.

7. The personnel policies of each school district shall be considered to be incorporated as terms of the classified employees' contracts and shall be binding upon the classified employees and the district.

8. Any changes or additions to the personnel policies shall not be considered a part of classified employee contracts until the next fiscal year.



9. Any changes or additions to the personnel policies may take effect before the next fiscal year only if the changes or additions are approved by a majority of the classified employees employed by the district voting by secret ballot.

10. The voting and counting of ballots shall be conducted by the classified personnel policy committee.

11. All changes or additions to the classified personnel policies or new personnel policies shall be made in accordance with this subchapter.

## **POLICY PROHIBITING SEXUAL HARASSMENT**

### **Policy Overview**

1. It is the goal of CFSD to treat all employees equally and to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and **will not** be tolerated by CFSD. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and **will not** be tolerated. To achieve our goal of providing a workplace free from sexual harassment, inappropriate conduct described in this policy **will not** be tolerated. This policy applies to all employees, supervisors, and agents. It also applies to those who are not employees but who have contact with employees during working hours.

2. Because CFSD takes allegations of sexual harassment seriously, it will respond promptly to complaints of sexual harassment and, where it is determined that inappropriate conduct has occurred, the district will act promptly to eliminate the conduct and take appropriate corrective action as necessary, up to and including termination. It is every employee's responsibility to ensure his or her conduct does not violate this policy and does not imply harassment or retaliation in any form.

### **Definitions and Guidelines**

1. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature where tolerance of such actions is made a condition of employment that interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

2. It is illegal and against CFSD's policy for any employee, male or female, to harass another employee or to create a hostile working environment by either committing or encouraging the following:

- A. physical assaults on another employee, including but not limited to, rape, sexual battery, molestation, or attempts to commit these assaults
- B. intentional physical conduct that is sexual in nature, including but not limited to, touching, pinching, patting, brushing up against another employee's body or blocking normal movement
- C. interference with an employee's work because of his or her gender
- D. unwanted sexual advances, propositions, or sexual comments, including making sexual gestures, jokes, innuendoes, slurs, epithets, invitations, or comments made in the presence of any employee who has indicated that such conduct in his or her presence is unwelcome
- E. posting or displaying drawings, pictures, posters, calendars, graffiti, gestures, objects, or other materials that are sexual in nature or pornographic
- F. discriminating against any employee in work assignments or job related training solely because of his or her gender

3. It is illegal and against CFSD's policy for any employee to make direct or implied requests of another for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits or continued employment or to avoid consequences such as demotion, termination, unfavorable reviews or unfavorable work assignments.

4. The creation of an intimidating, hostile, or offensive working environment may include such actions as persistent sexual comments or the display of obscene or sexually oriented photographs or drawings. However, conduct or actions that arise of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. CFSD will determine whether such conduct constitutes sexual harassment based on a review on the facts and circumstances of each situation.

5. CFSD will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.

6. All employees will be protected from coercion, intimidation, retaliation, interference, or discrimination as a result of filing a complaint or assisting in an investigation.

### **Complaints of Sexual Harassment**

1. Any employee who perceives the comments, gestures, or actions of anyone including a supervisor, co-worker, customer, vendor, or visitor to be unlawful discrimination should immediately communicate to that person that such behavior is unwelcome. Failure to do so, however, **does not** prevent the employee from filing a complaint or in any way exonerate the harasser.

2. Any employee who has been harassed should immediately report the incident to his or her building principal or immediate supervisor. If the harassment involves the principal or supervisor, or if the employee does not feel it is appropriate to report it to the principal or supervisor, then the harassment should be reported to the superintendent. If the harassment involves the superintendent, or if the employee does not feel it is appropriate to report it to the superintendent, then the harassment should be reported to the president of the Board of Education. Whenever possible, the report of harassment should be in writing.

3. A principal or supervisor who receives a complaint or has knowledge of harassment shall promptly inform the superintendent, and a determination will then be made as to the nature and extent of any further investigation that may be warranted.

### **Sexual Harassment Investigation**

1. Every reported incident of sexual harassment will be promptly investigated. Private interviews will be conducted with the person filing the complaint, any witnesses, and the person alleged to have committed sexual harassment.

2. CFSD will act promptly to eliminate the offending conduct, and where appropriate, will impose disciplinary action.

### **Disciplinary Action**

1. Upon conclusion of the investigation, CFSD shall take all action it deems appropriate under the circumstances concerning the parties involved. Such actions may include, but are not limited to the following:

- Termination
- Suspension of employment without pay
- Written or oral warning
- Counseling
- Transfer

2. A non-employee who subjects a CFSD employee to sexual harassment will be immediately informed of CFSD's sexual harassment policy by a member of the administration.

Other action may be taken as appropriate and required by the specific circumstances.

### **Communication**

1. In order to effectively communicate this policy to all CFSD employees and ensure that all personnel decisions are in accordance with it, this policy will be distributed to all employees on an annual basis, in addition to the time of hire. It will also be available to employees upon request.

### **Other Forms of Discrimination or Harassment**

1. While this policy refers to sexual harassment, it is the intent of CFSD to provide a work environment for all employees which is free of harassment and discrimination whether based on sex, race, color, religion, sexual orientation, age, national origin, ethnicity, disability, veteran, marital status, or any other protected status defined by law. Accordingly, this policy also applies to other forms of discriminatory harassment, and employees should utilize these procedures to report complaints regarding other forms of discriminatory harassment.

### **State and Federal Agencies**

#### **Federal -**

U. S. Equal Employment Opportunity Commission  
Little Rock Area Office  
425 West Capitol Avenue, Suite 625  
Little Rock, Arkansas 72201

## **DISCIPLINARY ACTION POLICY**

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 Classified 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 and 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 evidenced 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 a specific number of days (which shall be accompanied by a written warning), or discharge. 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 discharge.

6. Procedures pertaining to recommendation of discharge for cause during the term of a contract, and suspension by the superintendent related to such recommendations are governed by statute in Arkansas and are not subject to this grievance procedure. However, all other applications of discipline are subject to the grievance procedure.



## **TOBACCO-FREE POLICY**

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 is prohibited.

## **POLITICAL ACTIVITIES AND ELECTION TO OFFICE**

1. 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.

2. 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. Note 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.

3. Under Arkansas law, a school board member cannot be employed by the school district on whose board of education the board member serves.

## **SOLICITATION AND PETITIONS**

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 or immediate supervisor. 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 other students 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 non-working areas of the buildings. 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 RECORDS**

Personnel files on employees will be maintained by the 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. 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. The content of 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.

## **EMPLOYMENT AND ASSIGNMENT OF CLASSIFIED PERSONNEL**

### **Definition**

1. **Classified personnel** shall include all employees of the Camden Fairview School District not required by law to be LICENSED by the State Department of Education and employed by the school district under a contract.

### **Hiring**

2. It shall be the duty of the superintendent of schools or his designee to recommend the employment of the individual members of the non-instructional staff to the Board of Education for approval and employment.

3. All classified employees shall have on file all documentation required by the federal government, State of Arkansas, State Department of Education, and Camden Fairview Board of Education.

### **Assignment**

4. All employees can be assigned, reassigned, or transferred at the sole discretion of the superintendent or his designee.

### **Time Schedules**

5. Hours on duty for each employee are determined by the superintendent in cooperation with the supervisor of the department to which the person is assigned.

## **COMPENSATION**

### **Classified Personnel**

1. Salaries or wage rates for classified employees shall be established by the Board upon the recommendations of the PPC Salary Committee and the superintendent. All employees will be paid on the 15<sup>th</sup> day of each calendar month, except that the administration in its discretion may make earlier payment before holidays and during summer months.

Written employment contracts will be issued on forms approved by the Board.

2. The district believes that by statute in Arkansas full-time classified employees who are not still on probation can no longer be considered as employees at will, provisions in their employment contracts to the contrary notwithstanding. Classified employees are employees of the district who are not required by the State Department to have teacher's certificates and who regularly work at least twenty hours per week. Classified employees can be discharged on recommendation of the superintendent for any cause that is not arbitrary, capricious or discriminatory. All other employees of the district are employees at will and may be discharged at any time without cause for any reason without recourse to the grievance procedure and without other appeal.

3. Classified employees are on probation until they have completed one continuous year of employment since last date of hire. Furthermore, a classified employee's probationary period may be extended for an additional year by the Board on the superintendent's recommendation made to the Board during the last thirty days of the probationary year contract. Any other language in these personnel policies to the contrary notwithstanding, probationary employees can be discharged at any time without cause for any reason without recourse to the grievance procedure and without other appeal.

## **Resignation**

4. 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 require action by the school board. While resignation should be in writing, any employee who clearly, unequivocally, and without qualification manifests by word 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 note the 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.

5. 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.

## TRAVEL REIMBURSEMENT

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 reimbursed 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 reimbursed for travel requiring overnight lodging. No more than forty-two dollars (\$42.00) per day (breakfast \$8.00; lunch \$14.00; and dinner \$20.00) will be reimbursed. Gratuity is not a reimbursable expense. There will be **no** meal reimbursement 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 if the event is within two hours normal driving time and the event begins at 8:00 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 in to the central office **immediately** upon return to the district

Among the charges that the district will not reimburse are:

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

### **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 as well as approve reimbursement of estimated expenses.
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. 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 responsibility to get from home to work and from work back home. The employee will be responsible for submitting an in-district travel form at the end of each quarter for reimbursement.

## EVALUATION

The work and disciplinary performance of all employees should be continuously evaluated by the department heads or the immediate supervisors so that at any time an employee wants to ask he or she will be able to get an accurate answer to the question, "How am I doing in my job?" However, there is no hard and fast requirement of periodic written performance evaluations for classified employees performing, attending, and otherwise behaving in a satisfactory manner. On the other hand, when the performance, attendance, or other behavior of an employee is not satisfactory, the employee should be informed at the earliest practical time. If informal notice does not accomplish improved performance, attendance, or other behavior, written notice of the deficiency will be used, which notice must identify the problem and state the consequences of continued poor performance, attendance, or other behavior. Written performance improvement plans are not necessary in dealing with most common deficiencies in classified personnel. However, their use is encouraged when dealing with issues of skill, speed, and attentiveness in performance of one's job.

## **CELL PHONES AND CELL PHONE USE**

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 decisions within the sole discretion of the administration. School cell phones shall be used only for school business, and not for personal business. Violations of this policy relative to prohibiting personal use of school district cell phones will be punishable as disciplinary violations.

## LEAVE FOR ILLNESS

### Sick Leave

1. All employees 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. **Employee** - The term "employee" shall include any person employed by Camden Fairview School District under a written contract who is not required to have a teaching certificate issued by the Department of Education as a condition of employment.
- B. **Sick Leave** - Shall mean absence with full pay from one's duties for the reason of personal illness or illness in his/her family.
- C. **Accumulated Sick Leave** - Shall mean the total number of days of unused sick leave that an employee has to his/her credit.
- D. **Death in Family** - Employees may use their sick leave due to a death in the family (any member of your family that you consider immediate).
- 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 absences 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 187 day employee contract; eleven (11) days for 205 through 239 day employee contracts; and twelve (12) days for a 12 month contract.

3. Sick leave days may be accumulated to a maximum of one hundred twenty-five (125) days.

4. Sick leave is effective on the date the employee is required to report for the beginning of the school term.

5. Employees 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. An employee's salary shall continue during authorized sick leave under this policy.

7. When claiming sick leave, the employee 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 an employee knows (s)he will be absent, (s)he should notify the principal.

### **Deduction of Pay Procedure**

9. If the employee uses all sick 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 by dividing the employee's actual working days into his/her annual contract salary. Absences which do not comply with the sick leave policy will also be deducted according to this policy.

10. The records of employees 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 1/4 day.
- B. Any absence in excess of two hours in the morning will count as 1/2 day.
- C. Any absence not to exceed two hours in the afternoon will count as 1/4 day.
- D. Any absence in excess of two hours in the afternoon will count as 1/2 day.
- E. Any absence of all morning or all afternoon will count as 1/2 day.
- F. The employee's monthly check will be reduced for the days or part-days absences from work according to the schedule 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 employees.

12. When a person is employed by the Camden Fairview School District, said employee shall be granted all accumulated sick leave days not to exceed a maximum of 125.

## **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 canceled 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 whether 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.

## **JURY DUTY LEAVE AND PAY**

The school district recognizes that citizen service on grand and 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 pay check because of jury service absences, and the employee reimbursing the district the entire amount received by the employee for jury service. Provided, however, that an employee serving on a jury who is reimbursed with a meal, lodging, or travel payment may retain such payment.

## **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 re-employ the person upon expiration of the leave; provided, however, that there must be a vacancy which, in the judgment 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 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**

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.

## **MATERNITY LEAVE**

1. An employee who becomes pregnant shall provide notice thereof to her principal and the superintendent as soon as pregnancy has been medically determined.
2. The pregnant employee must submit with such notice a written statement from her physician which shall include the following information:
  - A. The anticipated date of delivery
  - B. The date which the physician authorizes the pregnant employee to continue her job
  - C. The physician's comments as to whether or not any restrictions of her job activities are recommended and a commitment from the physician to notify the school authorities of any change in the patient's condition which might affect her ability to perform her job duties
3. The pregnant employee will normally be permitted to continue her employment until the date authorized by her physician, but the district may do the following:
  - A. Request a supplemental statement from the physician as to her current physical condition
  - B. Review the employee's job performance during pregnancy and in the event the school authorities conclude that the employee's job performance is unsatisfactory because of her physical condition, the employee may be required to take leave at an earlier date
4. The employee may be allowed to return to work after delivery when the employee, the physician, and the superintendent agree on a date. The date of return will be no later than the following school term after delivery.
5. Accumulated sick leave may be used for maternity leave beginning when the physician states the employee is no longer able to perform her job duties. Using sick leave for maternity reasons is not mandatory; it is left to the discretion of the employee.

## **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 services, 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.

### **PAYMENT FOR UNUSED SICK LEAVE**

All eligible employees will receive payment for unused sick leave in accordance with the following provisions:

- A. Employees shall receive pay at the rate of \$30.00 per day for all sick leave days earned in excess of 125 days, not to exceed one day per month per contract year. The employee must have been employed in the Camden Fairview School District for ten (10) consecutive years.
- B. Upon retirement or the election to T-Drop, classified 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 Camden Fairview School District for ten (10) years.

### **SHARED SICK LEAVE POLICY**

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

## **RE-EMPLOYMENT OF CLASSIFIED PERSONNEL**

1. Recommendations concerning re-employment of classified personnel shall be on the **May** board meeting agenda. Principals and supervisors shall submit their recommendations concerning re-employment of said personnel in writing to the superintendent in time to be on the **May** board meeting agenda.

2. 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 by whatever date is mandated by the continuing contract law then in force.

## **SEPARATION OF EMPLOYEES**

Termination and nonrenewal of licensed and classified employees are governed by statutes in Arkansas. See, A.C.A. §§6-17-1501, et seq., for licensed employees, and §§6-17-1701, 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 licensed and classified employees. It is not the intention of the district in repealing the prior policies to diminish the substantive or procedural rights of licensed 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.

## **CLASSIFIED EMPLOYEE REDUCTION IN FORCE POLICY**

1. **PURPOSE.** This and the following subsections set forth CFSD’s method for objectively identifying classified employees impacted by reductions 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 an applicant 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 non-renewed, subject to the right of appeal to the school board under the Public School Employee Fair Hearing Act for the purpose of a 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.

It also should be noted that the terms “classified” “classification,” and “job” are used in this policy. In general Arkansas school district employees are identified as being either “classified” employees or “licensed” employees. “Classified” is the name assigned by statute in Arkansas to all persons employed by a school district under an employment contract who are not “licensed” employees. “Licensed” employees are those persons required by the Arkansas Department of Education to have a license in order to be employed. The recognition of seniority created by this policy is “classification seniority.” By this is simply meant that, for purposes of reductions in force among classified employees, seniority will be applied within each classification and within each seniority center. There are presently twenty-eight (28) job classifications. Each one is listed on Exhibit A to this policy, which is incorporated herein by reference. As used herein, and elsewhere when referring to this policy, the terms “job classification,” and “classification,” mean the same thing and are interchangeable. The term “job,” is also often used to mean “job classification/classification.” However, “job” is also often used in the vernacular to describe a location or particular group of tasks within a job classification. For instance, two employees might occupy the same job classification, *i.e.*, secretary, but be said to have different jobs, *e.g.*, one being identified as central office secretary and the other as middle school secretary.

**3. SENIORITY DEFINED.** Seniority is defined as continuous length of service as a full time classified employee within a classification within a seniority center of CFSD, as the term “seniority center” is defined herein.



4. **APPLICATION.** Seniority will be applied by job classification within the various seniority centers. Each separate job classification is listed on Exhibit A. The administration reserves the right to add new job classifications to Exhibit A from time to time as the needs of the district require.

5. **SENIORITY CENTERS.** The first seniority center consists of all the buildings and grounds operating as public schools, and the central office building and grounds, operating under and paid with standard local, state, and federal school funding. The second and subsequent seniority centers are programs funded by special grants at any given time, regardless of the physical location of a particular grant-funded program at any given time. In other words, it is possible that you would have a special grant-funded program housed in a standard-funded school building (*e.g.*, Fairview Elementary). In this situation the standard-funded employees would be in one seniority center and the special grant-funded employees in a separate seniority center. Seniority will be applied by classification among all the classifications listed in Exhibit A. As stated, the first seniority center will be the classified employees employed and paid with standard local, state, and federal school funding within each school building and the central office and grounds of each. Each such separate grant funded program will be considered a separate center for application of classification seniority during a reduction in force. Classified employees displaced from a special grant-funded program because of loss or diminution of the underlying grant will have no right to exercise their seniority within other seniority centers to displace junior classified employees within those other seniority centers. However, classified employees so displaced from grant-funded programs may apply and be considered for employment within other seniority centers as vacancies exist.

Likewise, classified employees displaced from a classification within the classified work force servicing the various school and central office buildings and grounds shall have no

right to exercise their seniority to displace junior employees within a special grant-funded seniority center. However, such classified employees so displaced may apply and be considered for employment in a classification within such special grant-funded seniority centers.

**6. APPLICATION WITHIN THE SENIORITY CENTER.** Seniority within a particular seniority center will be applied by classification. When a decision is made by the administration in its sole discretion to reduce the number of classified employees in a particular classification, the employees will be reduced in order of least senior first so long as those classified employees remaining in the classification have the qualifications, ability, and governmental regulatory licenses to perform the remaining work without further training or licensure.

**7. LEAVES OF ABSENCE/LAYOFF.** Classified employees displaced in a force reduction shall be offered leave of absence status in the same manner and to the same extent as licensed employees under the licensed employee reduction in force policy.

## **JOB CLASSIFICATIONS**

- |  |                                |
|--|--------------------------------|
| 1. Nurses                              | 22. Parent Coordinators        |
| 2. Highly Qualified Aides              | 23. Statistician               |
| 3. Aides                               | 24. Technology Coordinator     |
| 4. Secretaries                         | 25. Interpreter                |
| 5. Clerks                              | 26. Bookkeeper                 |
| 6. Maintenance workers                 | 27. Speech Therapist           |
| 7. Supervisors                         | 28. Speech Therapist Assistant |
| 8. Grounds keepers                     |                                |
| 9. Bus Mechanics                       |                                |
| 10. Business Managers                  |                                |
| 11. Head Custodian                     |                                |
| 12. Custodians                         |                                |
| 13. Cafeteria Managers                 |                                |
| 14. Cooks                              |                                |
| 15. Payroll Clerk                      |                                |
| 16. Accounts Payable Clerk             |                                |
| 17. Mental Health Services Coordinator |                                |
| 18. Bus Drivers                        |                                |
| 19. Technology Technicians             |                                |
| 20. Technology Assistant               |                                |
| 21. Dean of Students                   |                                |

## **EXHIBIT A TO CLASSIFIED REDUCTION IN FORCE POLICY**

### **PERSONNEL OUTSIDE EMPLOYMENT**

No employee of the district shall become an employee, agent, or independent contractor for anyone if that relationship would violate the ethical standards established by A.C.A. §6-24-106, 107, or 111.

## **PERSONNEL RESPONSIBILITIES GOVERNING BULLYING**

### **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 actions committed over a period of time directed toward one student, or successive, separate actions directed against multiple students.

1. 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 incident(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.

2. Students who bully another person are to be held accountable for their actions 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.

## **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 re-assignment best serves the educational needs of the students is solely within the discretion of the administration, and that decision will be final.

## **PERSONNEL SCHOOL CALENDAR**

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 Camden Fairview School District shall operate by the following calendar.

### **2015-2016**

August 6-7, 2015	Professional Development, No School
August 10-13, 2015	Professional Development, No School
August 17, 2015	First Day of School for Students
September 7, 2015	Labor Day, No School
October 14, 2015	End of First Quarter, 42 days
October 26-27, 2015	Parent Teacher Conference, (3:30-6:30 p.m. each day)
November 6, 2015	AEA Professional Development, No School
November 23, 2015	Professional Development Day, No School
November 24-27, 2015	Thanksgiving Holiday, No School
December 18, 2015	End of Second Quarter, 41 days
December 21-January 1	Christmas Holiday, No School
January 4, 2016	Professional Development Day, No School
January 5, 2016	School Resumes, First Day of Third Quarter
January 18, 2016	Martin Luther King, Jr. Day, No School
February 8-9, 2016	Parent Teacher Conference, (3:30-6:30 p.m. each day)
February 15, 2016	President's Day, Professional Development, No School
March 11, 2016	End of Third Quarter, 47 days
March 21-25, 2016	Spring Break, No School
March 25, 2016	Good Friday Holiday
May 25, 2016	Last Day of School, End of Fourth Quarter, 48 days
May 26, 2016	Professional Development

## **DRUG FREE WORKPLACE POLICY**

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, healthy, 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 engaging in any conduct at any place or any time that violates a state or federal criminal statute related to controlled substances, including the unlawful manufacture, distribution, dispensation, possession, or use thereof. 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 discharge.

2. The district will establish a drug-free awareness program to inform employees about: the dangers of drug abuse in the workplace; the district's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance abuse programs; and the penalties that may be imposed upon employees for drug abuse violations.

3. It is a violation of this policy for an employee to be under the influence of alcohol or a controlled substance while present at work, or performing work-related tasks while off district property. It shall not be necessary for an employee to be intoxicated 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: unsteadiness; slurred speech; dilated or constricted pupils; incoherent or irrational speech; and the presence of an odor associated with a prohibited substance on one's breath or clothing. The fact that an employee may be 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.

4. 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 a 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.

5. Any employee who is charged with a violation of any state or federal criminal statute law relating to controlled substances must notify his supervisor of the charge within five (5) week 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 period.

6. 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.

7. Being convicted of violation of a state or federal criminal controlled substances statute is a disciplinary offense of the first magnitude which will normally result in first offense discharge without warning or progressive discipline.

8. 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.

9. 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.

## **DRUG FREE WORKPLACE POLICY ACKNOWLEDGMENT**

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 statement, and that I will abide by its terms as a condition of my employment with the District.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **PERSONNEL COMPUTER USE POLICY**

### **Internet Use Agreement**

**Please read this document carefully before signing.**

The **Camden Fairview** School District furnishes computers and Internet access to designated persons. The sole reason for this is to assist employees and other persons in performing 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.

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, disclose passwords to other 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 access to material that may be harmful to minors. Such software shall not be disabled other than by the Technology Administrator or designee, and then only to enable access by an adult for legitimate educational purposes.

An employee who misuses a computer or Internet access is subject to discipline up to and including discharge, or 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 regulation; and 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 warning, be cause for discharge, or termination or non-renewal of your employment contract. Employees are also expressly cautioned that using a computer to access, view, display, or send pornography is a disciplinary offense of the first magnitude that will likely result in first offense discharge without prior warning. Pornography as used here refers to words or images of a sexually explicit or sexually suggestive nature which appears intended to appeal to a person's prurient interest.

Legal References: 20 USC 6801 et seq. (Children's Internet Protection Act; PL 106-554)  
A.C.A. § 6-21-107  
A.C.A. § 6-21-111

Date Adopted:

Last Revised: August 2007

## CLASSIFIED PERSONNEL EMPLOYEE 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 upon 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. 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.

3. 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.

4. "Misuse of the District's access to the Internet" includes, but is not limited to, the following:  
Using the Internet to access, view, display, or send words or images that are pornographic as judged by the standards prevailing in this community at the time, and as defined in the computer use and Internet access policy attached hereto;  
Using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;  
Posting anonymous messages on the system;  
Using encryption software;  
Wasteful use of limited resources provided by the school including paper;  
Causing congestion of the network through lengthy downloads of files;  
Vandalizing data of another user;  
Obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;  
Gaining or attempting to gain unauthorized access to resources or files;  
Identifying oneself with another person's name or password or using an account or password of another user without proper authorization;  
Using the network for financial or commercial gain without district permission;  
Theft or vandalism of data, equipment, or intellectual property;  
Invading the privacy of individuals;

Using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;  
Introducing a virus to, or otherwise improperly tampering with, the system;  
Degrading or disrupting equipment or system performance;  
Attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;  
Providing access to the District's Internet Access to unauthorized individuals; or  
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;  
Making unauthorized copies of computer software;  
Installing software or hardware on district computers without prior approval of technology director or his/her designee.  
Bullying is prohibited which includes cyber bullying as outlined in ACT 115 of 2007.

5. 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.

6. 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 but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.

7. 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 \_\_\_\_\_

Date Adopted:  
Last Revised: August 2007

## **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 licensed, 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: (1) 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, (2) 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 payment 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 of the annual salary divided by two hundred sixty (260) for the twelve month employee, or divided by the number of days 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 absence from work not covered by another policy, or increases 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 be no diminution from an employee's stated annual salary because of not working on a named holiday.

5. Twelve month employees will receive vacation in the form of additional time off from work without diminution in their stated annual salary based on the employee's longevity,



with longevity defined as continuous length of service with the school district since last date of hire, as follows:

- A. Longevity of one year, but less than three years – one week (five work days);
- B. Longevity of three years, but less than twelve years – two weeks (ten work days);
- C. Longevity of twelve years, but less than twenty years or more – three weeks (fifteen work days);
- D. Longevity of twenty years or more – four weeks (twenty work days).

6. It is expressly understood that the school district may at its sole discretion give newly hired twelve-month employees longevity credit for experience or service with other employers thereby entitling them to additional vacation time off; provided, however, that no employee shall be entitled to any vacation until the next July 1 after his or her first year of employment with the district.

7. The former policies of the school district, which are hereby expressly repealed, called for various durations of vacation for all eligible employees. Licensed 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 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.

8. An employee's longevity for vacation purposes will be determined on July 1 of each year. 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.

9. 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.

10. Employee requests for vacation times during the year will be considered, but the needs of the school district will be the determinative factor, with the administration's judgment on what those needs are to be final. Priority in selection of vacation times between employees will normally be given 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 judgment of the administration will be final.

11. 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 number of months of the year completed rounded 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.

## **SICK LEAVE BANK POLICY**

1. At the beginning of each school year, any employee whether licensed 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 15<sup>th</sup> 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 30<sup>th</sup> or the Monday after if the 30<sup>th</sup> falls on a weekend

2. For any licensed 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 such 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. Names 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 licensed members who are members in good standing of the SLB and the Licensed Personnel Policy Committee President. The Licensed Personnel Policy 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 catastrophic illness or catastrophic accident licensed 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 1<sup>st</sup> 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 Thursday of every month at 2:30 at the Central Office to consider SLB requests. This allows requests to be processed for the 15<sup>th</sup> 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 decisions 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 Licensed 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 Licensed Personnel: Payment for Unused Sick Leave and Classified Personnel: Payment for Unused Sick Leave.

## **Sick Leave Bank (SLB) 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 \_\_\_\_\_

Licensed \_\_\_\_\_

\_\_\_\_\_  
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 15<sup>th</sup> or the Monday after if the 15<sup>th</sup> 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 hire 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's Name \_\_\_\_\_

Briefly describe the patient's medical condition (An additional physician's 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: \_\_\_\_\_  
No.: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
No.: \_\_\_\_\_

Health Record

So. Sec.

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 were appropriate)

	Patient's Initials
problem list	_____
medication list	_____
list of allergies	_____
immunization record	_____
most recent history and physical	_____
most recent discharge summary	_____
laboratory results	_____
x-ray and imaging reports	_____
consultation reports	_____
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 in #7 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 listed in #7.**

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 behavioral or mental health services and 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 management 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 redisclosure 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

## **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 does not apply to those job actions. However, other disciplinary actions, including disciplinary suspensions without pay, are subject to this grievance procedure. 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.

**INFORMAL 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. So if an employee who is not satisfied with administration position or interpretation must either file a written grievance within the time limit stated in Step Two, or obtain a written extension of time under paragraph 9 of this grievance procedure, or lose the right to proceed further under the grievance procedure.

**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 grievance shall in all cases briefly state 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, or 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 the 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 mail box 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 that 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 any 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 witnesses 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 that 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, grant 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 of sexual harassment), or national origin must be brought to the attention of the superintendent of schools by the complainant 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 of 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 filing 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

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**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.