

# **CAMDEN FAIRVIEW SCHOOL DISTRICT**

## **5204**



### **CLASSIFIED PERSONNEL POLICY MANUEL**

*Eddie Ray Moore Jr.*, Board President

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# OVERVIEW

## **GENERAL REPEALER AND ADOPTION**

The policies hereinafter contained repeal and replace each and every separate personnel policy in force for 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. These policies are revised to be effective for the 2022-2023 school year.

## **EQUAL EMPLOYMENT AND EDUCATIONAL OPPORTUNITY**

Camden Fairview School District shall operate the school district consistent with all federal and state laws prohibiting discrimination. There is a detailed policy prohibiting a particular form of gender discrimination, sexual harassment. This policy is found beginning on page 87 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 82 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**

1. 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.
2. 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 the.
  - 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.
3. The school district shall have a committee on personnel policies for classified employees which consist of at least (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
4. 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.
5. 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.
6. The election shall be conducted solely and exclusively by the non-management classified employees, including distribution of ballots to all non-management classified employees.
7. The election shall be conducted by mid-October.
8. There shall be no additional monetary compensation for services on the committee.
9. 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.
10. Any changes or additions to the personnel policies shall not be considered a part of classified employee contracts until the next fiscal year.



11. 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.
12. The voting and counting of ballots shall be conducted by the classified personnel policy committee.
13. All changes or additions to the classified personnel policies or new personnel policies shall be made in accordance with this subchapter.

## PERSONNEL SCHOOL CALENDAR

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

### Camden Fairview School District 2022 - 2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 - Good Friday / No School

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

29 - Memorial Day / No School

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

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



PD Days-flex days are at principals' discretion and must be preapproved.

**PD Days/Flex Days are at Principals' discretion and must be preapproved.**

# **ETHICS AND OFF-DUTY ACTIVITIES**

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

### **Political Activities**

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

### **Election to Office**

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

## **SOLICIATION AND PETITIONS**

1. There shall be no systematic solicitation of any employee or any student, including circulation of petitions, by any other employee without first obtaining the express written permission of the building principal 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.
2. It is the intent of this policy that it apply to all solicitation and that solicitation be broadly defined to include all requests by one person for action or inaction from another person.

## PESONNEL OUTSIDE EMPLOYMENT

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

## **DEBTS**

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

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

### **Obtaining Eligibility Information**

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

### **Releasing Eligibility Information**

4. As part of the district's participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data's confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information as permitted by law. Federal law governs how eligibility data may be released and to whom.
5. Some data may be released to government agencies or programs authorized by law to receive such data without parental consent, while other data may only be released after obtaining parental consent. In both instances, allowable information shall only be released on a need to know basis to individuals authorized to receive the data. The recipients shall sign an agreement with the district specifying the names or titles of the persons who may have access to the eligibility information. The agreement shall further specify the specific purpose(s) for which the data will be used and how the recipient(s) shall protect the data from further, unauthorized disclosures.
6. The superintendent shall designate the staff member(s) responsible for making eligibility determinations. Release of eligibility information to other district staff shall be limited to as few individuals as possible who shall have a specific need to know such information to perform their



job responsibilities. Principals, counselors, teachers, and administrators shall not have routine access to eligibility information or status.

7. Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.

#### Legal References:

Commissioner's Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-0818

ADE Eligibility Manual for School Meals Revised July 2012

7 CFR 210.1 — 210-31

7 CFR 220.1 — 220.22

7 CFR 245.5, 245.6, 245.8

42 USC 1758(b)(6)

# CONDUCT

## **DRESS CODE**

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

## **FRATERNIZATION**

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

## **CELL PHONES AAND CELL PHONE USE**

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

### **Legal References:**

IRS Publication 15 B

A.C.A § 27-51-1602

A.C.A § 27-51-1609

## **SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES**

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

Legal Reference:

A.C.A § 6-19-120

## PERSONNEL COMPUTER USE AND INTERNET ACCESS

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

1. The **Camden Fairview** School District provides computers and/or Internet access for many employees in performing work related tasks and obtaining information directly related to the employee's job. Persons using a school district owned computer, or school district provided Internet access, have no expectation of privacy in any aspect of their computer use or Internet access. This includes email. Email and computer use are subject to surveillance, monitoring, and inspection by the school district at any time without advance notice or permission. Email and computer use records may also be subject to public disclosure under applicable freedom of information laws. Consequently, no employee or student-related reprimands or other disciplinary communications should be made through email.
2. Passwords and security procedures are to be utilized as assigned and directed. Confidentiality of student records and personnel records is to be strictly maintained against unauthorized disclosure at all times. Employees must not disable or bypass security procedures, compromise, attempted to compromise, or defeat the district's technology network security, alter data without authorization, disclose passwords to other password to other person, or permit computer access to students other than as specifically designated for student use. It is the policy of the school district to equip each computer with Internet filtering software designed to prevent users from accessing material may be harmful to minors. Such software shall not be disabled other than by the District Technology Administrator or designee, and then only to enable access by an adult for legitimate educational purposes.
3. An employee who misuses a computer or Internet access is subject to discipline up to and including termination or non-renewal of employment contract. Examples of computer/Internet misuse includes: 1) excessive personal use; (2) personal use during work or instruction time; (3) using a computer to violate another school district policy; (4) using a computer to violate a local, state, or federal law or regulation; (5) and knowingly or negligently allowing unauthorized access. The punishment imposed for misuse violations will be determines at the discretion of the administration taking into consideration the seriousness of the misuse. Employees ae expressly cautioned that repeated minor misuse will, after warning, be cause for termination or non-renewal of your employment contract. Employees are also expressly cautioned that using a computer to access, create, view, display, or send pornography is a disciplinary offense of the first magnitude that will likely result in first offense termination without prior warning. Pornography as used here refers to words or images of a sexually explicit or sexually suggestive nature that appears intended to appeal to a person's prurient interest.

Legal References:

20 USC 6801 et seq. (Children's Internet Protection Act; PL 106-554)

A.C.A. § 6-21-107

A.C.A § 6-21-111

Date Adopted:

Lasted Revised: August 2007



## EMPLOYEE COMPUTER AND INTERNET USE AGREEMENT

Name (Please Print) \_\_\_\_\_

School \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

## SOCIAL NETWORKING AND ETHICS

### Definitions

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

### Policy

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

9. District employees may set up blogs and other professional/education social media accounts using District resources and following District guidelines to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social media during school hours is permitted.
10. Staff is reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience that digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability. A good rule of thumb for staff to use is, "if you wouldn't say it in class, don't say it online."
11. Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, including "likes" or comments that endorse or support the message or speech of another person, when expressed by staff on a social media website, have the potential to be disseminated far beyond the speaker's desire or intention. This could undermine the public's perception of the individual's fitness to educate students, thus undermining the teachers' effectiveness. In this way, the expression and publication of such opinions could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.
12. Accessing social media websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social media websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public the appearance that such access is occurring during instructional time. Staff shall not access social media websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration. All school district employees who participate in social media websites shall not post any school district data, documents, photographs taken at school or of students, logos, or other district-owned or district-created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.
13. Specifically, the following forms of technology based interactivity or connectivity are expressly prohibited or forbidden:
  - a. Sharing personal landline or cell phone numbers with students;
  - b. Text messaging students;
  - c. Emailing students other than through and to school controlled and monitored accounts;
  - d. Soliciting students as friends or contacts on social networking websites;
  - e. Accepting the solicitation of students as friends or contacts on social networking websites;
  - f. Creation of administratively approved and sanctioned "groups" on social networking websites that permit the broadcast of information without granting students access to staff member's personal information;

- g. Sharing personal websites or other media access information with students through when the staff member would share personal information and occurrences.

### **Privacy of Employee's Social Media Accounts**

14. In compliance with A.C.A. § 11-2-124, the district shall not require, request, suggest, or cause a current or prospective employee to:
  - a. Disclose the username and/or password to his/her personal social media account;
  - b. Add an employee, supervisor, or administrator to the list of contacts associated with his/her personal social media account;
  - c. Change the privacy settings associated with his/her personal social media account; or
  - d. Retaliate against the employee for refusing to disclose the username and/or password to his/her personal social media account.
15. The District may require an employee to disclose his or her username and/or password to a personal social media account if the employee's personal social media account activity is reasonably believed to be relevant to the investigation of an allegation of an employee violating district policy, or state, federal or local laws or regulations. IF such an investigation occurs, and the employee refuses, upon request, to supply the username and/or password required to make an investigation, disciplinary action may be taken against the employee which could include termination or nonrenewal of the employee's contract of employment with the District.
16. Notwithstanding any other provision in this policy, the District reserves the right to view any information about a current or prospective employee that is publicly available on the Internet.
17. In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accord with other District policy for using district equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, other electronic device, or use of the District's network. (See COMPUTER USE POLICY)

Cross Reference:

COMPUTER USE POLICY

Legal References:

A.C.A. § 11-2-124

RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS EDUCATORS

### **DEPOSITING COLLECTED FUNDS**

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

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

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

Legal References:

A.C.A § 6-24-101 et seq.

Arkansas Department of Education Rules Governing the Ethical  
Guidelines and Prohibitions for Educational Administrators,  
Employees, Board Members and other parties

Commissioner's Memo FIN 09-036

Commissioner's Memo FIN 10-048

Commissioner's Memo FIN 15-074

7 C.F.R. § 3016.16

7 C.F.R § 3019.42



# **HEALTH AND SAFETY**

### **TOBACCO-FREE WORKPLACE**

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

## **DRUG FREE WORKPLACE**

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

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

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

Call: 877-247-4621 TDD: 800-697-0353

Online: [ARBenefits.org](http://ARBenefits.org)

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

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

physician in order to adjust the medication, if possible, so that the employees may return to his or her job impaired. Should the employee attempted to return to work while impaired by prescription medication, for which the employee has a prescription, he or she will, again, be sent home and given sick leave, if owned any. Should the employee attempt to return to work while impaired by prescription medication a third time the employee may be subject to disciplinary, up to and including a recommendation of termination.

13. Employees are also cautioned against bringing prescription medications to work even for legitimate self-medication. 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 in to the workplace.
14. Any employee who possesses, uses, distributes, or is under the influence of a prescription medication obtained by a means other than his or her own current prescription shall be treated as though he was in possession, possession with intent to deliver, or under the influence of an illegal substances. An illegal drug or other substance is one which is (a) not legally obtainable; or (b) one which is legally obtainable, but which has been obtained illegally. The District may require an employee to provide proof from his or her physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.
15. A report to the appropriate licensing agency shall be filed within seven (7) days of:
  - a. A final disciplinary action taken against an employee resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances; or
  - b. The voluntary resignation of an employee who is facing a pending disciplinary action resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances.
16. The report filed with the licensing authority shall include, but not be limited to:
  - a. The name, address, and telephone number of the person who is the subject of the report; and
  - b. A description of the facts giving rise to the issuance of the report.
17. When the employee is not a healthcare professional, law enforcement will be contracted regarding any final disciplinary action taken against an employee for the diversion of controlled substances to the one (1) or more third parties.

### **DRUG FREE WORKPLACE ACKNOWLEDGMENT**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

### Definition

1. **Definition.** Bullying is any pattern of behavior by a student, or a group of students, that is intended to harass, intimidate, ridicule, humiliate, or instill fear in another child or group children. Bullying behavior can be a threat of, or actual, physical harm or it can 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.
2. Teachers and other school employees who have witnessed or are reliable 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.
3. 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 approve 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.

## **BUS DRIVER DRUG TESTING**

1. Each person hired for a position that allows or requires the employee to operate a school bus shall meet the following requirements:
  - a. The employee shall possess a current commercial vehicle drivers license for driving a school bus;
  - b. The employee must have undergone a physical examination, which shall include a drug test, by a licensed physician or advanced practice nurse within the past two years.; and
  - c. The employee shall possess a current valid certificate of school bus driver in-service training.
2. Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test result for that employee. The offer of employment is also conditioned upon the employee's signing an authorization for request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.
3. **Methods of Testing.** The collection, testing methods, and standards shall be determined by the agency or other medical organizations(s) chosen by the School Board to conduct the collection and testing of samples. The drug and alcohol testing is to be conducted by a laboratory certified pursuant to the most recent guidelines issued by the United States Department of Health and Human Services for such facilities. ("Mandatory Guidelines for Federal Workplace Drug Testing Programs").
4. **Definitions.**
  - d. "Safety sensitive function" includes:
    - i. All time spent inspecting, servicing and/or preparing the vehicle;
    - ii. All time spent driving the vehicle;
    - iii. All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
    - iv. All time spent repairing, obtaining assistance, or remaining in attendance upon disabled vehicle.
  - e. "School Bus" is a motorized vehicle that meets the following requirements:
    - i. Is designed to carry more than ten (10) passengers;
    - ii. Is owned, leased or otherwise operated by, or for benefit of the District, or is privately owned and the owner is compensated by the District for its operation; and
    - iii. Is operated for the transportation of students from home to school, from school to home, or to and from school events.
5. **Requirements.** Employees shall be drug and alcohol free from the time the employee is required to be ready to work until the employee is relieved from the responsibility for performing work and/or any time they are performing a safety-sensitive function. In addition to the testing required as an initial condition of employment employees shall submit to subsequent drug tests as required by law and/or regulation. Subsequent testing includes, and/or is triggered by, but is not limited to:
  - f. Random tests;
  - g. Testing in conjunction with an accident;



- h. Receiving a citation for a moving traffic violation; and
  - i. Reasonable suspicion.
- 6. **Prohibitions.** Violation of any of the following prohibitions may lead to disciplinary action being taken against the employee, which could include termination or non-renewal.
  - a. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
  - b. No driver shall use alcohol while performing safety-sensitive functions;
  - c. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
  - d. No driver required to take a post-accident alcohol test under #2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
  - e. No driver shall refuse to submit to an alcohol or drug test in conjunction with #1,2 and/or 4 above;
  - f. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner who, with knowledge of the driver's job responsibilities, has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
  - g. No driver shall report for duty, remain on duty, or perform a safety sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.
- 7. **Testing for Cause.** Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substance within thirty-two (32) hours following an accident for which they receive a citation for moving traffic violation if the accident involved:
  - a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or
  - b. One or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or another motor vehicle.
- 8. **Refusal to Submit.** Refusal to submit to an alcohol or controlled substance test means that the driver:
  - a. Failed to appear for any test within a reasonable period of time as determined by the employer consistent with applicable Department of Transportation agency regulation;
  - b. Failed to remain at the testing site until the testing process was completed;
  - c. Failed to provide a urine specimen for any required drug test;
  - d. Filed to provide a sufficient amount of urine without an adequate medical reason for the failure.
  - e. Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
  - f. Failed or declined to submit to a second test that the employer or collector has directed the driver to take;

- g. Failed to cooperated with any of the testing as reported by the Medical Review Officer.
- h. School bus drivers should be aware that refusal to submit to a drug test when the test is requested based on a reasonable suspicion can constitute grounds for criminal prosecution.

### **Consequences for Violations**

- 9. Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.
- 10. Drivers who are suspected of violating this policy shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulable observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the driver to submit to “reasonable suspicion” tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver the Superintendent or his/her designee shall remove he driver from reporting for, or remaining on, duty for minimum of 24 hours from the time the observation was made triggering the driver’s removal from duty.
- 11. If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period no less than 24 hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.
- 12. The CFSD Director of Transportation and Maintenance will present each driver with a copy of Camden Fairview School District’s DRUG and ALCOHOL ABUSE POLICY, which outlines the procedures that will be used in the testing for drugs and alcohol. All drivers will sign an acknowledgment that they have received all of the information contained in this policy. All licensed employees who are hired for driving a bus in addition to their teaching responsibilities will be hired under separate contracts for each position.

### **Legal References:**

A.C.A § 6-19-108

A.C.A. § 6-19-119

A.C.A. § 27-51-1504

A.C.A. § 27-23-201 et. seq.

49 C.F.R. § 382.101-605

49 C.F.R. § part 40

49 C.F.R. § 390.5

Arkansas Division of Academic Facilities and Transportation Rules  
Governing Maintenance and Operations of Arkansas Public School  
Buses and Physical Examinations of School Bus Drivers

### **BUS DRIVER END OF ROUTE REVIEW**

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

## **RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS**

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

### **Legal References:**

A.C.A. § 12-12-913 (g)(2)

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

A.C.A. § 5-14-132

## **VIDEO SURVEILLANCE AND OTHER MONITORING**

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

# **RECORDS**

## **PERSONNEL RECORDS**

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



## EVALUATION

1. The 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 requirements of periodic written performance evaluations for classified employees performing, attending, and otherwise behaving in satisfactory manner.
2. 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 continue poor performance, attendance, or other behavior.
3. 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.

# **ASSIGNMENT AND DUTIES**

## EMPLOYMENT AND ASSIGNMENT OF CLASSIFIED PERSONEL

### Definition

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

### Hiring

2. All prospective employees must fill out an application form provided by the District, in addition to any resume provided; all of the information provided is to be placed in the personnel file of those employed.
3. If the employee provides false or misleading information, or if he/she withholds information to the same effect, it may be grounds for dismissal.
4. It is grounds for termination of contract of employment if any employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check.
5. 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.
6. All classified employees shall have on file all documentation required by the federal government, State of Arkansas, State Department of Education, and Camden Fairview School of Education.
7. The District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity, age, disability, or genetic information.
8. Inquiries on non-discrimination may be directed to Title IX coordinator, Camden Fairview Schools, who may be reached at **870-836-4193**.
9. For further information on notice of non-discrimination or to file a complaint, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>; for the address and phone number of the office that serves your area, or call 1-800-421-3481.
10. In accordance with Arkansas law, the District provides a veteran preference to applicants who qualify for one of the following categories:
  - a. A veteran without a service-connected disability;
  - b. A veteran with a service-connected disability; and
  - c. A deceased veteran's spouse who is unmarried throughout the hiring process.
11. For purposes of this policy, "veteran" is defined as:
  - a. A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or
  - b. Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.
12. In order for an applicant to receive the veteran's preference, the applicant must be a citizen and resident of Arkansas, be substantially equally qualified as other applicants and do all of the following:
  - a. Indicate on the employment application the category the applicant qualifies for;

- b. Attach the following documentation, **as applicable**, to the employment application:
  - i. Form DD-214 indicating honorable discharge;
  - ii. A letter dated within the last six months from the applicant's command indicating years of service in the National Guard or Reserve Forces as well as the applicant's current status;
  - iii. Marriage license;
  - iv. Death certificate,
  - v. Disability letter from the Veteran's Administration (in the case of an applicant with a service-related disability).
- 13. Failure of the applicant to comply with the above requirements shall result in the applicant not receiving the veteran preference; in addition, meeting the qualifications of a veteran or spousal category does not guarantee either an interview or being hired.

### **Assignment**

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

### **Time Schedules**

- 15. 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.

## **ASSIGNMENT OF TEACHER AIDES**

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

### **EMPLOYMENT AT SUMMER SCHOOL**

1. When more than one qualified employee bids on a summer school position, the district will offer the position to the employee who is currently employed in a position most similar to the position available who also has the greatest consecutive years' service as a classified employee with the Camden Fairview School District. Ties will be broken as follows: (1) the employee with the greatest consecutive years combined service as an employee with the Camden Fairview School District and the former Camden Fairview School District or the former Camden School District; by the toss of a coin. (2) If the same employees bid on the position next year.
2. All positions will be posted for bidding in the building by the principal and will remain posted until the deadline. Employees will bid by signing the bid sheet. The offers will be announced as soon as practical after expiration of the posting period.

## **RETIREMENT**

1. Camden Fairview School District shall adhere to Act 25 of 1979 which states, “An act to prohibit discrimination in public employment against individuals 70 years of age and under, to provide that individuals over 70 may be employed by public employers on a year-to-year basis; and for other purposes.”
2. Any employee retiring should make application for retirement benefits before the final business day of May of the year (s)he plans to retire.
3. Information concerning days of service and years of service may be obtained from the Arkansas Teacher Retirement System, Little Rock, Arkansas.

## **RE-EMPLOYMET 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. §§- 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're every reasonable effort will be made to respond quickly and accurately.

## REDUCTION IN FORCE

1. **PURPOSE.** This and the following subsections set forth CFSD's method for objectively identifying 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 state 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 "jobs 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 requires.
5. **SENIORITY CENTERS.** Seniority will be applied within various 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 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 ground 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 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 OG 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.

# **LEAVE AND ABSENCES**

## **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 and 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 2239-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 ill 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  $\frac{1}{4}$  day.
  - B. Any absence in excess of two hours in the morning will count as  $\frac{1}{2}$  day.
  - C. Any absence not to exceed two hours in the afternoon will count as  $\frac{1}{4}$  day.
  - D. Any absence in excess of two hours in the afternoon will count as  $\frac{1}{2}$  day.
  - E. Any absence of all morning or all afternoon will count as  $\frac{1}{2}$  day.

- F. The 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.

### **SHARED SICK LEAVE**

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

## **SICK LEAVE BANK**

1. At the beginning of each school year, any employee whether 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 15<sup>th</sup> 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 SBL 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 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 operation.
4. The Sick Leave Bank Committee shall administer the bank according to the following rules:

### **Rules of Operation**

- A. Only employees who have made an up-to-date contribution to the sick leave bank are eligible to make withdrawals from the bank.
- B. The Sick Leave Bank days may be used only upon exhaustion of a bank member's accumulated sick leave, vacation days, and personal leave days whichever is/are applicable with the option of using their spouse's sick leave days.
- C. SLB days will be granted only in cases of an emergency caused by a life-threatening illness or life-threatening accident certified by a medical doctor pertaining to a SLB member and their immediate family. Immediate family is defined as spouse, children, and/or parent of the SLB member. In-laws are not included in this definition unless they live in the SLB member's home.
- D. Requests for Sick Leave Bank days can be made by submitting a completed Sick Leave Bank Questionnaire and Physician's Statement and Authorization to Disclose Health Information to the chairperson or any member of the SLB committee by the 1<sup>st</sup> working day of the month. Upon receipt the SLB committee member shall make 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 the next SLB committee meeting for the committee's decision(s) to be processed with the next payroll. The SLB will meet on the first Monday of every month to consider SLB requests. This allows requests to be processed for the 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 this time the SLB committee may require additional information. A majority opinion will prevail at the appeal.
- N. The License 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 under the policies on Licensed Personnel: Payment for Unused Sick Leave and Classified Personnel: Payment for Unused Sick Leave.

### **Sick Leave Bank (SLB) Enrollment Form**

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

\_\_\_\_\_  
Date\*

\_\_\_\_\_  
Building Assignment

Check one: Classified \_\_\_\_\_

Certified \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Print Name

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

\*For employees on contracted 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).

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What aspect of this condition requires immediate treatment?

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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 completely 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.)

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

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

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\_\_\_\_\_  
Physician's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Physician's Name (Printed)

\_\_\_\_\_  
Phone Number

## AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

Patient Name: \_\_\_\_\_ Health Record No.: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ So.Sec.No.: \_\_\_\_\_

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

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

\_\_\_\_\_

Address: \_\_\_\_\_

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

Patient's Initials:

\_\_\_\_\_ problem list

\_\_\_\_\_ medication list

\_\_\_\_\_ list of allergies

\_\_\_\_\_ laboratory results

\_\_\_\_\_ immunization record

\_\_\_\_\_ x-ray and imaging reports

\_\_\_\_\_ most recent history and physical

\_\_\_\_\_ consultation reports

\_\_\_\_\_ most recent discharge summary

\_\_\_\_\_ entire record

\_\_\_\_\_ itemized statement of all charges and payments received

\_\_\_\_\_ sick leave bank physician's statement

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

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

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

This information 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 disclosure and the information may not be protected by federal confidentiality rules. If I have questions about disclosure of my health information, I can contact my attorney.

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Signature of Patient or Legal Representative

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Date

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If Signed by Legal Representative,  
Relationship to Patient

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Signature of Witness

## **LEAVE OF ABSENCE**

1. To obtain a discretionary leave of absence, an employee must make a request in writing to the superintendent of schools. In the letter requesting leave, the employee should state the reason for the leave, the dates the leave is to begin and end, and all other information related to the reason for the particular leave necessary to enable a decision to be made on granting or denying the leave request.
2. The Board of Education grants leaves or extends leaves of absence upon the recommendation of the superintendent of schools. A leave of absence is granted for the balance of the semester or school year only. All such leaves are without pay. An employee desiring to extend a leave of absence for an additional semester or school year shall request the extension in writing to the superintendent at least thirty (30) days prior to the scheduled expiration of the leave.
3. In granting a leave, the Board of Education signifies its intention to reemploy the person upon expiration of the leave; provided, however, that there must be a vacancy which, in the 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**

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



## **FAMILY MEDICAL LEAVE ACT**

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

## **JURY DUTY LEAVE AND PAY**

1. The school district 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 paycheck because of jury service absences, and the employee reimbursing the district the stipend they receive for jury duty, up to, but not to exceed, the cost of the substitute hired to replace the employee in his or her absence. Provided, however, that an employee serving on a jury who is reimbursed with a meal, lodging, or travel payment may retain such payment.
2. An employee summoned for jury duty should give reasonable notice of the summons to the District through the employee's immediate supervisor. The employee must present the original (not a copy) of the summons to jury duty to his or her supervisor in order to confirm the reason for the requested absence.

### **MILITARY LEAVE**

1. An employee who is a member of the Arkansas National Guard or of the reserve branches of the armed forces will be granted leave at the rate of fifteen (15) days per calendar year, 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 pf 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 I addition to regular vacation time for those employees entitled to it.

## WORKOLACE INJURIES AND WORKERS' COMPENSATION

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

- c. Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

Cross References:

SICK LEAVE

PERSONNEL OUTSIDE EMPLOYMENT

FAMILY MEDICAL LEAVE ACT

Legal References:

Ark. Workers Compensation

Commission RULE 099.33

MANAGED CARE

A.C.A. § 11-9-102

A.C.A. § 11-9-508(d)(5)(A)

A.C.A. § 11-9-514(a)(A)(i)

## EMPLOYEE HOLIDAYS AND VACATION

1. Confusion exists concerning compensation and fringe benefits, holidays and vacations in particular, because of the past practice of identifying employees both classified and 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 purpose of this policy all employees of the district are considered as divided into two groups:
  - A. Those employees who are generally required to be at work on all regular work days twelve months each year, all of whom work pursuant to written contracts; and,
  - B. All other employees working pursuant to a written contract. Part-time and casual employees are utilized by the district from time to time on an individual ad hoc basis not usually memorialized in a written contract. The compensation of both written contract groups is 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 person 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 the number of days specified in the employee's contract. Certain classified employees' contracts state compensation in terms of annual salary when in fact the compensation is the product of an hourly rate multiplied by 2,080 hours. Reductions in compensation because of absence from work not covered by another policy, or 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, the 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 through the school year, i.e., July 1 through June 30. There are ten recognized legal holidays each year, namely:
  - A. December 31
  - B. January 1
  - C. Martin Luther King Day
  - D. Good Friday
  - E. Memorial Day
  - F. Independence Day

- G. Labor Day
- H. Thanksgiving Day
- I. December 24
- J. 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 with 240-day contracts will receive vacation in the form of two weeks of additional time off from work without diminution in their stated annual salary.
6. Twelve month employees with contracts of 260 days or more 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- two weeks (ten 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).
7. It is expressly understood that the school district may at its sole discretion give newly hired twelve-month (240-day contract) employee's 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.
8. The former policies of the school district, which are hereby expressly repealed, called 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 day under for former policy until entitled to more under this policy. All person employed on and after September 15, 1998, shall be governed by this policy.
9. 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.
10. Vacation will normally be taken 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.
11. 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 judgement 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 judgement of the administration will be final.

12. 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 round down to last full month, provided that any employee who voluntarily without giving the district two weeks written notice their resignation shall not receive pro rata pay for vacation days not taken.



## **INCLEMENT WEATHER**

For the first time in many years, we are having weather events that are resulting in school being cancelled. 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 to 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 6:00a.m.

# **DEISCIPLINE AND GRIENVANCES**

## **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 copied furnished to 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 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 specific number of days (which shall be accompanied by a written warning), or termination. The severity of the discipline will be determined by the office imposing the discipline, taking into consideration the circumstances of the case and the severity of the offense. It is expressly recognized that repeated minor misconduct will, after warning, become cause for more serious discipline, up to and including termination.
6. Procedures pertaining to recommendation of termination for cause during the term of a contract, and suspension by the superintendent related to such recommendations are governed by statute in Arkansas and are not subject, to this grievance procedure. However, all other applications of discipline are subject to the grievance.

## 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;
- C. some other express term or condition of the employee/grievant's employer.

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, and 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 employees.

**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 desire.

**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 the 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 supervisions 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 an adult other than a member of the employee's immediate family. As soon as a decision on representation is made by any party that party shall identify the representative to the other party, or to the other party's representative.
6. **Proceedings Before the School Board.** A member of the school board will be designated as presiding officer and shall make all rulings and otherwise control the proceedings. The hearing shall be open or closed to the public at the discretion of the employee, provided that if there are multiple grievants the hearing will be open unless all grievants join in the request a closed hearing. If the hearing is closed the proceedings shall be considered as a personnel hearing for

purposes of Freedom of Information Act requests. If an open hearing is requested, it shall be considered an open school board meeting for FOIA purposes. If testimony is to be elicited in an open hearing from a student under the age of 18, that witness' testimony can be closed to the public at the request of either the student or the student's parent or guardian. The rules of evidence are not to be applied, except that the presiding officer is empowered to make exclusionary rulings on proffered evidence found to be immaterial, irrelevant, or not germane to the grievance. The administration shall, and the employee/grievant may, present a written statement of position in advance of the hearing. A copy of anything submitted to the board in advance of the hearing will be served on the other party. The grievance hearing shall be in the nature of 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 hearing to 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

---

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.



## **CLASSIFIED PERSONNEL SEXUAL HARRASSMENT**

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

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

- The nature of sexual harassment;
- The District's written procedures governing the formal complaint grievance process,<sup>1</sup>
- The process for submitting a formal complaint of sexual harassment;
- The students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences;
- The supports that are available to individuals suffering sexual harassment; and
- The potential discipline for perpetrating sexual harassment.

### **Definitions**

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

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

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

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

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

1. A District employee:
  - a. Conditions the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;<sup>2</sup> or
  - b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting the at individual;<sup>2</sup>
2. The conduct is:
  - a. Unwelcome; and

- b. Determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
- c. Constitutes;
- d. Sexual assault;
- e. Dating violence;
- f. Domestic violence; or
- g. Stalking.

"Supportive measures" means individualized services that are offered to the complainant or the respondent designed to restore or preserve equal access to the District's education program or activity without unreasonable burdening the other party. The supportive measures must be non-disciplinary and non-punitive in nature; offered before or after the filing of a formal complaint or where no formal complaint has been filed; and offered to either party as appropriate, as reasonable available, and without fee or charge. Examples of supportive measures include, but are not limited to: measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment; counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; campus escort services; mutual restrictions on contact between the parties; changes in work or class locations; leaves of absence; and increased security and monitoring of certain areas of the campus.

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

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

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

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

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

### **Supportive Measures**

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

### **Formal Complaint**

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

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

- That the District's personnel policies and code of conduct prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

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

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

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

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

- Create an investigation report that fairly summarizes relevant evidence.

At least ten (10)<sup>3</sup> days prior to completion of the investigation report, the District shall send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties shall have at least ten (10)<sup>3</sup> days to submit a written response to the evidence. The investigator will consider the written responses prior to completion of the investigative report. All evidence subject to inspection and review shall be available for the parties' inspection and review at any meeting to give each part equal opportunity to refer to such evidence during the meeting.

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

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

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

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

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

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

The District shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved; did not occur in the District's education program or activity; or did not occur against a person in the United States, then the District shall dismiss the complaint as not meeting the definition of sexual harassment under this policy. A dismissal for these reason does not preclude action under another provision of the District's personnel policies or code of conduct.

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

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

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

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

## **Appeals**

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

- a. The existence of a procedural irregularity that affected the outcome of the matter;
- b. Discovery of new evidence that was no reasonable available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- c. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affect the outcome of the matter; or an appeal of the disciplinary sanctions from the initial determination.<sup>4</sup>

For all appeals, the District shall:

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

### **Confidentiality**

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

- Individuals who are responsible for handling the District's investigation and determination of responsibility to the extent necessary to complete the District's grievance process;
- Submit a report to the child maltreatment hotline;
- Submit a report to the Professional Licensure Standards Board for reports alleging sexual harassment by an employee towards a student; or
- The extent necessary to provide either party due process during the grievances process.<sup>5</sup>

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

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

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

### **Administrative Leave<sup>6</sup>**

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

### **Retaliation Prohibited**

Employees who submit a report or file a formal complaint of sexual harassment; testified; assisted; or participate or refused to participate in any manner in an investigation, proceeding, or hearing on sexual

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

### **Disciplinary Sanctions**

It shall be a violation of this policy for any student or employee to be subject to, or to subject another person to, sexual harassment. Following the completion of the District's grievance process, any employee who is found by the evidence to more likely than not<sup>7</sup> have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

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

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

- Each sexual harassment investigation including:
- Any determination regarding responsibility;
- Any disciplinary sanctions imposed on the respondent;
- Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
- Any appeal and the result therefrom;
- All material used to train Title IX Coordinators, investigators, and decision-makers;
- Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, which must include:
  - The basis for the District's conclusion that its response was not deliberately indifferent; and
  - Document:
    - If supportive measures were provided to the complainant, the supportive measures taken designed to restore or preserve equal access to the District's education program or activity;
    - If no supportive measures were provided to a complainant, document the reason why such a response was not clearly unreasonable in light of the known circumstances.



Notes: <sup>1</sup>34 C.F.R. § 106.44 **requires** that a district have procedures governing the grievances process and the appeals process to accompany this policy. The procedures are required to cover all of the following:

- Direct that complainants and respondents shall be treated equitably by:
  - Offering supportive measures to the complainant;
  - Completing the District's grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.
  - Providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent that are designed to restore or preserve equal access to the District's education program or activity, which may include the same individualized supportive measures;
  - Require an objective evaluation of all relevant evidence— including both inculpatory and exculpatory evidence;
  - Provide that credibility determinations may not be based on person's status as a complainants or respondents generally or an individual complainant or respondent;
- Indicate that individuals selected by the District as Title IX coordinators, investigators, and decision-makers have received training on:
  - The definition of sexual harassment;
  - The scope of the District's education program or activity;
  - How to conduct an investigation and the grievance process, including appeals;
  - How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and
  - Issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant; and
  - Issues of relevance to create an investigative report that fairly summarizes relevant evidence;
- Provide the District webpage where the materials used to train the District's Title IX Coordinators, investigators, and decision-makers is located;
- Include a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process;
- Include reasonably prompt time frames for filing a resolving appeals,<sup>3</sup>
- A process that allows for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action, which may include:
  - The absence of a party, a party's advisor, or a witness;
  - Concurrent law enforcement activity; or
  - The need for language assistance or accommodation of disabilities;
- Describe the range of possible disciplinary sanctions and remedies or list the possible disciplinary sanctions and remedies that the District may implement following any determination of responsibility;

- State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard;<sup>7</sup>
- Include the procedures and permissible bases for the complainant and respondent to appeal;
- Describe the range of supportive measures available to complainants and respondents; and
- Indicate that the District shall not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party's voluntary, written consent or that party's voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process.

<sup>2</sup>While we have left the language from the definition for sexual harassment from 34 C.F.R. § 106.30 requiring that the sexual conduct with an employee must be "unwelcome" in this policy, we have removed the word "unwelcome" from the student policy as A.C.A. § 12-18-103 prohibits sexual conduct between district employees and students regardless of whether the student considers the sexual conduct to be welcome or unwelcome.

<sup>3</sup>The minimum number of days you are required to provide for the parties to review the evidence is ten (10) days. Make sure that the number of days you include here matches with the time frame included in your procedures governing the grievance process.

<sup>4</sup>As A.C.A. § 6-18-502(c)(1)(B) provides that the superintendent has the authority to "modify the prescribed penalties for a student on a case-by-case basis", we have left this appeal option in this policy in recognition that an employee may be sexually harassed by a student. 34 C.F.R. § 106.45 requires that either party must have an equal opportunity to appeal for the stated reasons; therefore, both the complainant and respondent have the right to appeal the initial determination-maker's disciplinary sanctions.

<sup>5</sup>While the Family Educational Rights and Privacy Act (FERPA) ordinarily requires that documents containing information about more than one student be redacted so that a student may only view the portion of the educational record that is relevant to that particular student, 34 C.F.R. § 106.6 provides that FERPA does not apply to the extent necessary to provide due process to both parties involved in the grievance process; this includes allowing either party to review the names of the other party as well as any witnesses who have provided evidence relevant to the investigation.

<sup>6</sup>The language here does not change an individual's rights under the IDEA, Section 504, or the ADA.

<sup>7</sup>We have opted to use the preponderance of the evidence standard of determination of responsibility. If you choose to use the clear and convincing evidentiary standard instead, change the language here to indicate so and make sure that your procedures indicate so as well. 34 C.F.R. § 106.45 requires that you use the same evidentiary standard for both students and employees.

Cross References:

3.26— LICENSED PERSONNEL SEXUAL HARASSMENT

4.27— STUDENT SEXUAL HARASSMENT

5.20— DISTRICT WEBSITE

7.15— RECORD RETENTION AND DESTRUCTION

8.13— CLASSIFIED PERSONNEL EMPLOYMENT

Legal References:

20 USC 1681 et seq.

34 C.F.R. Part 106

A.C.A. § 6-15-1005

A.C.A. § 6-18-502

A.C.A. § 12-18-102

Date Adopted:

Last Revised:

# **EMPLOYEE CONTRACTS AND COMPENSATION**

## **COMPENSATION**

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> 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 longer be considered as employee at will, provision in their employment contracts to the contrary notwithstanding. Classified employees are employees of the district who are not required by State Department to have teacher's certified 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, a 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.
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, and 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 not 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 work, with final payment due the next regular payday.

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CAMDEN FAIRVIEW SCHOOL DISTRICT #16  
SALARY SCHEDULE

PAGE NUMBER:  
UPDSCH13

SCHEDULE F01 DESCRIPTION CLS 178 DAY  
H/S S STEP 7 RANGE 5 CONTRACT DAYS 178 HOURS/DAY 1.00

R A N G E

STEP	SHORT	MEDIUM	LONG	EXTENDED	XXL
1	5,900.00	7,064.00	8,226.00	9,390.00	10,554.00
2	6,094.00	7,257.00	8,423.00	9,585.00	10,749.00
3	6,291.00	7,454.00	8,617.00	9,782.00	10,948.00
4	6,488.00	7,651.00	8,816.00	9,979.00	11,145.00
5	6,704.00	7,869.00	9,030.00	10,196.00	11,359.00
6	6,920.00	8,083.00	9,248.00	10,411.00	11,576.00
7	7,135.00	8,302.00	9,465.00	10,630.00	11,793.00

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CAMDEN FAIRVIEW SCHOOL DISTRICT #16  
SALARY SCHEDULE

PAGE NUMBER: 02  
UPDSCH13

SCHEDULE F02 DESCRIPTION CLS 183 DAY  
H/S S STEP 21 RANGE 2 CONTRACT DAYS 183 HOURS/DAY 1.00

R A N G E

STEP	FSC 6.5	FSC 6
1	14,017.00	12,938.00
2	14,208.00	13,114.00
3	14,401.00	13,292.00
4	14,598.00	13,474.00
5	14,797.00	13,659.00
6	15,204.00	14,034.00
7	15,413.00	14,226.00
8	15,625.00	14,423.00
9	15,840.00	14,620.00
10	16,059.00	14,823.00
11	16,501.00	15,233.00
12	16,730.00	15,442.00
13	16,961.00	15,656.00
14	17,196.00	15,874.00
15	17,438.00	16,094.00
16	17,922.00	16,541.00
17	18,172.00	16,772.00
18	18,426.00	17,006.00
19	18,683.00	17,243.00
20	18,944.00	17,484.00
21	19,473.00	17,974.00

SCHEDULE F03 DESCRIPTION CLS 184 DAY  
H/S S STEP 21 RANGE 5 CONTRACT DAYS 184 HOURS/DAY 1.00

R A N G E

STEP	FSBM 7.5	FSBM 7	CUST 6	CUST 5	CUST 5.5
1	16,480.00	15,380.00	13,008.00	10,841.00	11,925.00
2	16,725.00	15,610.00	13,186.00	10,990.00	12,088.00
3	16,977.00	15,844.00	13,366.00	11,139.00	12,253.00
4	17,231.00	16,082.00	13,548.00	11,291.00	12,421.00
5	17,488.00	16,322.00	13,735.00	11,446.00	12,591.00
6	18,015.00	16,812.00	14,112.00	11,759.00	12,936.00
7	18,283.00	17,065.00	14,306.00	11,920.00	13,113.00
8	18,559.00	17,320.00	14,503.00	12,085.00	13,293.00
9	18,836.00	17,580.00	14,702.00	12,251.00	13,477.00
10	19,118.00	17,845.00	14,905.00	12,421.00	13,664.00
11	19,693.00	18,380.00	15,317.00	12,763.00	14,040.00
12	19,988.00	18,654.00	15,529.00	12,939.00	14,236.00
13	20,289.00	18,934.00	15,745.00	13,118.00	14,432.00
14	20,592.00	19,217.00	15,962.00	13,300.00	14,633.00
15	20,902.00	19,505.00	16,183.00	13,486.00	14,837.00
16	21,528.00	20,089.00	16,635.00	13,860.00	15,248.00
17	21,850.00	20,392.00	16,866.00	14,054.00	15,462.00
18	22,178.00	20,697.00	17,101.00	14,249.00	15,677.00
19	22,510.00	21,006.00	17,340.00	14,449.00	15,896.00
20	22,849.00	21,321.00	17,581.00	14,650.00	16,118.00
21	23,536.00	21,964.00	18,074.00	15,061.00	16,568.00



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CAMDEN FAIRVIEW SCHOOL DISTRICT #16  
 SALARY SCHEDULE

PAGE NUMBER: 04  
 UPDSCH13

SCHEDULE F04 DESCRIPTION CLS 185 DAY  
 H/S S STEP 21 RANGE 3 CONTRACT DAYS 185 HOURS/DAY 1.00

R A N G E

STEP	AIDE	HIPPY PP	INTERPRE
1	16,350.00	16,350.00	19,849.00
2	16,572.00	16,573.00	20,147.00
3	16,802.00	16,799.00	20,452.00
4	17,032.00	17,027.00	20,756.00
5	17,262.00	17,260.00	21,066.00
6	17,734.00	17,736.00	21,702.00
7	17,981.00	17,977.00	22,027.00
8	18,227.00	18,226.00	22,357.00
9	18,480.00	18,479.00	22,691.00
10	18,736.00	18,734.00	23,033.00
11	19,252.00	19,251.00	23,723.00
12	19,519.00	19,518.00	24,078.00
13	19,788.00	19,787.00	24,439.00
14	20,064.00	20,062.00	24,807.00
15	20,343.00	20,339.00	25,178.00
16	20,908.00	20,905.00	25,933.00
17	21,200.00	21,197.00	26,322.00
18	21,495.00	21,492.00	26,718.00
19	21,794.00	21,790.00	27,116.00
20	22,099.00	22,096.00	27,526.00
21	22,717.00	22,715.00	28,352.00

SCHEDULE F05 DESCRIPTION CLS 195 DAY  
H/S S STEP 21 RANGE 4 CONTRACT DAYS 195 HOURS/DAY 1.00

R A N G E

STEP	SPEECHTH	SSEC 195	ESEC 195	SEC 195
1	51,562.00	19,210.00	18,183.00	17,450.00
2	52,336.00	19,497.00	18,456.00	17,709.00
3	53,120.00	19,789.00	18,732.00	17,975.00
4	53,919.00	20,087.00	19,011.00	18,247.00
5	54,727.00	20,389.00	19,298.00	18,523.00
6	56,370.00	20,999.00	19,878.00	19,076.00
7	57,212.00	21,313.00	20,173.00	19,361.00
8	58,073.00	21,635.00	20,479.00	19,652.00
9	58,945.00	21,960.00	20,786.00	19,948.00
10	59,828.00	22,289.00	21,096.00	20,246.00
11	61,621.00	22,956.00	21,730.00	20,852.00
12	62,548.00	23,300.00	22,054.00	21,166.00
13	63,483.00	23,649.00	22,386.00	21,483.00
14	64,436.00	24,003.00	22,722.00	21,805.00
15	65,405.00	24,367.00	23,063.00	22,130.00
16	67,365.00	25,095.00	23,754.00	22,795.00
17	68,378.00	25,472.00	24,111.00	23,136.00
18	69,404.00	25,854.00	24,470.00	23,484.00
19	70,443.00	26,244.00	24,837.00	23,836.00
20	71,500.00	26,636.00	25,211.00	24,192.00
21	73,647.00	27,435.00	25,966.00	24,920.00

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CAMDEN FAIRVIEW SCHOOL DISTRICT #16  
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SCHEDULE F06 DESCRIPTION CLS 205 DAY  
H/S S STEP 21 RANGE 2 CONTRACT DAYS 205 HOURS/DAY 1.00

R A N G E

STEP	ESEC 205	AIDE/CLK
1	19,114.00	18,117.00
2	19,402.00	18,364.00
3	19,694.00	18,615.00
4	19,988.00	18,870.00
5	20,288.00	19,129.00
6	20,898.00	19,653.00
7	21,211.00	19,923.00
8	21,529.00	20,197.00
9	21,851.00	20,476.00
10	22,179.00	20,757.00
11	22,846.00	21,330.00
12	23,187.00	21,626.00
13	23,536.00	21,925.00
14	23,888.00	22,230.00
15	24,247.00	22,538.00
16	24,972.00	23,166.00
17	25,348.00	23,488.00
18	25,729.00	23,816.00
19	26,114.00	24,148.00
20	26,506.00	24,486.00
21	27,301.00	25,171.00

SCHEDULE F07 DESCRIPTION CLS 205 DAY  
H/S S STEP 21 RANGE 5 CONTRACT DAYS 205 HOURS/DAY 1.00

R A N G E

STEP	SSEC 205	SEC 205	HIPPY AA	PARCOORD	LPN
1	20,196.00	18,346.00	19,231.00	18,117.00	19,861.00
2	20,495.00	18,619.00	19,519.00	18,363.00	20,162.00
3	20,803.00	18,896.00	19,809.00	18,615.00	20,462.00
4	21,115.00	19,182.00	20,106.00	18,870.00	20,772.00
5	21,432.00	19,468.00	20,410.00	19,128.00	21,083.00
6	22,074.00	20,052.00	21,023.00	19,650.00	21,714.00
7	22,405.00	20,353.00	21,339.00	19,922.00	22,042.00
8	22,743.00	20,660.00	21,659.00	20,196.00	22,372.00
9	23,082.00	20,970.00	21,984.00	20,472.00	22,707.00
10	23,429.00	21,286.00	22,312.00	20,755.00	23,047.00
11	24,132.00	21,921.00	22,982.00	21,328.00	23,741.00
12	24,495.00	22,250.00	23,324.00	21,623.00	24,096.00
13	24,863.00	22,586.00	23,677.00	21,923.00	24,457.00
14	25,236.00	22,924.00	24,030.00	22,229.00	24,823.00
15	25,613.00	23,268.00	24,392.00	22,536.00	25,197.00
16	26,382.00	23,964.00	25,126.00	23,163.00	25,953.00
17	26,778.00	24,325.00	25,503.00	23,485.00	26,342.00
18	27,177.00	24,689.00	25,886.00	23,814.00	26,735.00
19	27,588.00	25,060.00	26,274.00	24,145.00	27,139.00
20	28,001.00	25,436.00	26,666.00	24,485.00	27,545.00
21	28,842.00	26,199.00	27,465.00	25,167.00	28,370.00

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SCHEDULE F08 DESCRIPTION CLS 215 DAY  
H/S S STEP 21 RANGE 2 CONTRACT DAYS 215 HOURS/DAY 1.00

R A N G E

STEP	SSEC 215	ESEC 215
1	21,178.00	20,047.00
2	21,498.00	20,347.00
3	21,817.00	20,652.00
4	22,149.00	20,965.00
5	22,479.00	21,276.00
6	23,152.00	21,915.00
7	23,500.00	22,245.00
8	23,852.00	22,576.00
9	24,209.00	22,917.00
10	24,572.00	23,259.00
11	25,312.00	23,957.00
12	25,690.00	24,318.00
13	26,076.00	24,680.00
14	26,467.00	25,054.00
15	26,863.00	25,427.00
16	27,670.00	26,189.00
17	28,086.00	26,582.00
18	28,507.00	26,982.00
19	28,934.00	27,386.00
20	29,368.00	27,795.00
21	30,250.00	28,630.00

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SCHEDULE F09		DESCRIPTION	CLS 230 DAY			
		H/S S	STEP 21	RANGE 1	CONTRACT DAYS 230	HOURS/DAY 1.00
R A N G E						
STEP	RN	SUPV				
1	37,868.00					
2	38,439.00					
3	39,016.00					
4	39,599.00					
5	40,194.00					
6	41,398.00					
7	42,021.00					
8	42,652.00					
9	43,295.00					
10	43,943.00					
11	45,257.00					
12	45,936.00					
13	46,626.00					
14	47,325.00					
15	48,033.00					
16	49,480.00					
17	50,221.00					
18	50,977.00					
19	51,739.00					
20	52,515.00					
21	54,090.00					

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SCHEDULE F10 DESCRIPTION CLS 240 DAY  
 H/S S STEP 21 RANGE 7 CONTRACT DAYS 240 HOURS/DAY 1.00

R A N G E

STEP	PSY EXAM	BMG/DTC	DS/RO/TT	MENTCOOR	CUSTSUPV	FSSUPV	TECHASST
1	65,685.00	45,235.00	35,572.00	34,085.00	29,811.00	31,364.00	22,978.00
2	66,669.00	45,915.00	36,105.00	34,596.00	30,258.00	31,835.00	23,312.00
3	67,668.00	46,604.00	36,648.00	35,111.00	30,711.00	32,313.00	23,650.00
4	68,684.00	47,306.00	37,197.00	35,641.00	31,174.00	32,797.00	23,995.00
5	69,713.00	48,015.00	37,752.00	36,173.00	31,639.00	33,287.00	24,343.00
6	71,806.00	49,454.00	38,885.00	37,261.00	32,589.00	34,289.00	25,053.00
7	72,883.00	50,195.00	39,469.00	37,819.00	33,078.00	34,804.00	25,418.00
8	73,975.00	50,949.00	40,061.00	38,386.00	33,574.00	35,326.00	25,788.00
9	75,087.00	51,713.00	40,664.00	38,963.00	34,078.00	35,854.00	26,164.00
10	76,213.00	52,486.00	41,272.00	39,550.00	34,588.00	36,393.00	26,545.00
11	78,498.00	54,059.00	42,513.00	40,736.00	35,627.00	37,486.00	27,321.00
12	79,676.00	54,874.00	43,150.00	41,345.00	36,162.00	38,048.00	27,719.00
13	80,870.00	55,695.00	43,798.00	41,963.00	36,704.00	38,617.00	28,126.00
14	82,084.00	56,531.00	44,454.00	42,594.00	37,252.00	39,199.00	28,537.00
15	83,316.00	57,380.00	45,119.00	43,234.00	37,810.00	39,786.00	28,954.00
16	85,815.00	59,101.00	46,474.00	44,532.00	38,946.00	40,980.00	29,801.00
17	87,101.00	59,988.00	47,170.00	45,197.00	39,530.00	41,595.00	30,238.00
18	88,408.00	60,887.00	47,878.00	45,875.00	40,123.00	42,218.00	30,681.00
19	89,734.00	61,801.00	48,594.00	46,565.00	40,726.00	42,851.00	31,130.00
20	91,081.00	62,729.00	49,325.00	47,261.00	41,336.00	43,493.00	31,588.00
21	93,812.00	64,610.00	50,805.00	48,681.00	42,577.00	44,801.00	32,515.00

SCHEDULE F112 DESCRIPTION CLS 240 DAY					
	H/S	S	STEP 21	RANGE	CONTRACT DAYS 240 HOURS/DAY 1.00
R A N G E					
STEP	BKPR	PR CLERK	AP CLERK	CO SEC	SEC 260
1	36,121.00	30,889.00	27,883.00	26,214.00	23,262.00
2	36,663.00	31,354.00	28,299.00	26,607.00	23,613.00
3	37,213.00	31,824.00	28,723.00	27,006.00	23,967.00
4	37,772.00	32,301.00	29,158.00	27,411.00	24,326.00
5	38,339.00	32,785.00	29,592.00	27,823.00	24,697.00
6	39,489.00	33,769.00	30,481.00	28,658.00	25,437.00
7	40,083.00	34,274.00	30,938.00	29,090.00	25,816.00
8	40,684.00	34,788.00	31,402.00	29,524.00	26,204.00
9	41,295.00	35,310.00	31,873.00	29,967.00	26,599.00
10	41,912.00	35,839.00	32,350.00	30,416.00	26,997.00
11	43,169.00	36,915.00	33,322.00	31,327.00	27,805.00
12	43,816.00	37,469.00	33,821.00	31,798.00	28,222.00
13	44,475.00	38,032.00	34,329.00	32,275.00	28,648.00
14	45,140.00	38,604.00	34,842.00	32,758.00	29,075.00
15	45,815.00	39,183.00	35,363.00	33,250.00	29,515.00
16	47,190.00	40,357.00	36,424.00	34,248.00	30,398.00
17	47,897.00	40,960.00	36,971.00	34,763.00	30,856.00
18	48,619.00	41,576.00	37,526.00	35,282.00	31,319.00
19	49,346.00	42,200.00	38,089.00	35,813.00	31,789.00
20	50,087.00	42,834.00	38,661.00	36,350.00	32,267.00
21	51,589.00	44,120.00	39,820.00	37,440.00	33,233.00



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SCHEDULE F113		DESCRIPTION	CLS 240 DAY		
	H/S	S	STEP 21	RANGE	CONTRACT DAYS 240 HOURS/DAY 1.00
R A N G E					
STEP TECH-2					
1				38,541.00	
2				39,119.00	
3				39,706.00	
4				40,303.00	
5				40,905.00	
6				42,135.00	
7				42,766.00	
8				43,408.00	
9				44,058.00	
10				44,719.00	
11				46,060.00	
12				46,750.00	
13				47,451.00	
14				48,163.00	
15				48,885.00	
16				50,353.00	
17				51,108.00	
18				51,876.00	
19				52,654.00	
20				53,442.00	
21				55,047.00	

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CAMDEN FAIRVIEW SCHOOL DISTRICT #16  
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SCHEDULE F13 DESCRIPTION CLS 260 DAY  
 H/S S STEP 21 RANGE 9 CONTRACT DAYS 260 HOURS/DAY 1.00

R A N G E

STEP	MTACSUPV	MAINWORK	MW/1724	HEADCUST	DWGMC	CUST/GRO	CUST 260
1	31,364.00	25,511.00	21,164.00	26,158.00	27,088.00	24,510.00	24,510.00
2	31,835.00	25,859.00	21,452.00	26,517.00	27,494.00	24,845.00	24,845.00
3	32,313.00	26,216.00	21,744.00	26,882.00	27,909.00	25,183.00	25,183.00
4	32,797.00	26,575.00	22,045.00	27,250.00	28,326.00	25,528.00	25,528.00
5	33,287.00	26,938.00	22,348.00	27,628.00	28,751.00	25,876.00	25,876.00
6	34,289.00	27,682.00	22,962.00	28,389.00	29,614.00	26,586.00	26,586.00
7	34,804.00	28,063.00	23,280.00	28,783.00	30,059.00	26,951.00	26,951.00
8	35,326.00	28,452.00	23,599.00	29,180.00	30,509.00	27,321.00	27,321.00
9	35,854.00	28,844.00	23,924.00	29,585.00	30,969.00	27,697.00	27,697.00
10	36,393.00	29,244.00	24,258.00	29,995.00	31,435.00	28,078.00	28,078.00
11	37,486.00	30,053.00	24,930.00	30,827.00	32,376.00	28,854.00	28,854.00
12	38,048.00	30,469.00	25,274.00	31,257.00	32,862.00	29,252.00	29,252.00
13	38,617.00	30,896.00	25,625.00	31,694.00	33,354.00	29,659.00	29,659.00
14	39,199.00	31,323.00	25,983.00	32,134.00	33,853.00	30,070.00	30,070.00
15	39,786.00	31,762.00	26,343.00	32,583.00	34,364.00	30,487.00	30,487.00
16	40,980.00	32,647.00	27,077.00	33,493.00	35,394.00	31,334.00	31,334.00
17	41,595.00	33,103.00	27,455.00	33,963.00	35,925.00	31,771.00	31,771.00
18	42,218.00	33,565.00	27,841.00	34,440.00	36,464.00	32,217.00	32,217.00
19	42,851.00	34,034.00	28,231.00	34,923.00	37,010.00	32,667.00	32,667.00
20	43,493.00	34,512.00	28,626.00	35,413.00	37,566.00	33,124.00	33,124.00
21	44,801.00	35,482.00	29,429.00	36,409.00	38,693.00	34,051.00	34,051.00

R A N G E

STEP	BUS MECH	BMA/1724
1	27,088.00	20,315.00
2	27,494.00	20,592.00
3	27,909.00	20,874.00
4	28,326.00	21,159.00
5	28,751.00	21,449.00
6	29,614.00	22,037.00
7	30,059.00	22,340.00
8	30,509.00	22,647.00
9	30,969.00	22,959.00
10	31,435.00	23,276.00
11	32,376.00	23,919.00
12	32,862.00	24,251.00
13	33,354.00	24,587.00
14	33,853.00	24,928.00
15	34,364.00	25,275.00
16	35,394.00	25,978.00
17	35,925.00	26,340.00
18	36,464.00	26,707.00
19	37,010.00	27,080.00
20	37,566.00	27,458.00
21	38,693.00	28,228.00

## EXPENSE PAYMENTS

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

Because of safety issues, Valet Parking will be reimbursed.

### Out-of-District Travel Guidelines/Procedures:

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

**In-District Travel Guidelines/Procedure:**

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 and in-district travel form at the end of each quarter for reimbursement.

**School Credit Cards**

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

## **PAYMENT FOR UNUSED SICK LEAVE**

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

1. 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.
2. 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.

## **JOB CLASSIFICATIONS**

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

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