

**CAMDEN FAIRVIEW SCHOOL DISTRICT
5204**



**LICENSED PERSONNEL POLICY MANUAL
2016-17**

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GENERAL REPEALER AND ADOPTION POLICY

The policies hereinafter contained repeal and replace each and every separate personnel policy in force for certified employees in CFSD effective July 1, 1999. After July 1, 1999, the written policies contained herein are the sole and only personnel policies of CFSD. Modifications of these policies shall be made from time to time as determined necessary by the Board of Education in consultation with the Certified Personnel Policies Committee consistent with and as required by law. All such modifications shall be in writing and included in the master copy of this document maintained in the CFSD central office. The personnel policies shall be updated and distributed annually to all employees. These policies are revised to be effective for the 2006-07 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 six (6) of these policies, and following. This policy contains a procedure to be followed by an employee desiring to complain about this form of discrimination. The part of the policy dealing with making a complaint is found beginning on page seventy-four (74) 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.

PERSONNEL POLICIES COMMITTEE

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

POLICY PROHIBITING SEXUAL HARASSMENT

Policy Overview

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

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

Definitions and Guidelines

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

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

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

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

6. The creation of an intimidating, hostile, or offensive working environment may include

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

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

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

Complaints of Sexual Harassment

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

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

11. A principal or supervisor who receives a complaint or has knowledge of harassment

shall promptly inform the superintendent, and a determination will then be made as to the nature and extent of any further investigation that may be warranted.

Sexual Harassment Investigation

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

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

Disciplinary Action

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

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

15. A non-employee who subjects a CFSD employee to sexual harassment will be immediately informed of CFSD's sexual harassment policy by a member of the administration. Other action may be taken as appropriate and required by the specific circumstances.

Communication

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

Other Forms of Discrimination or Harassment

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

State and Federal Agencies

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

FRATERNIZATION POLICY

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 discharge 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 discharge.

DISCIPLINARY ACTION POLICY

1. Orderly, responsible, and professional behavior by district employees is essential to maintain a quality educational environment. Such behavior is necessary both to enable the district to be managed efficiently and economically as custodian of taxpayer assets, and to establish and maintain good role models and examples for the students. Therefore, the right of the district, acting through the superintendent and the building principals or equivalent immediate supervisors, to establish from time to time, and to enforce, rules and regulations regarding working practices, job performances, and personal conduct of employees is recognized, provided that such rules and regulations must be reasonable and consistent with these personnel policies.

2. Such rules will be in writing and posted internally with copies furnished to the Personnel Policies Committee. Such rules are effective when published but are subject to the grievance procedure if their reasonableness is questioned.

3. Apart from specific rules, the obligation of each employee to conduct himself/herself in relation to his/her employment in a manner which respects the persons, property, and dignity of others is recognized.

4. It is also recognized that employee conduct away from and outside the workplace can have impact in the work and educational environment. When that impact is adverse, such conduct can be cause for discipline. Examples of such conduct would include, but not be limited to, violations of criminal laws, and violations of the policies governing sexual harassment, other discrimination, and fraternization with students.

5. No employee shall be disciplined without just cause. If an employee engages in conduct which is cause for discipline, the discipline may be by oral reprimand evidenced by written notation in the employee's personnel file, written reprimand and warning letter in the employee's personnel

file, disciplinary layoff without pay for a specific number of days (which shall be accompanied by a written warning), or discharge. The severity of the discipline will be determined by the office imposing the discipline, taking into consideration the circumstances of the case and the severity of the offense. It is expressly recognized that repeated minor misconduct will, after warning, become cause for more serious discipline, up to and including discharge.

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

TOBACCO-FREE POLICY

Smoking or the use of tobacco or products containing tobacco in any form in or on any real or personal property owned or controlled by the school district is prohibited.

HUMAN IMMUNODEFICIENCY VIRUS (HIV) / ACQUIRED IMMUNODEFICIENCY SYNDROME (AIDS)

1. The acquired immunodeficiency syndrome (AIDS) is caused by the human immunodeficiency virus (HIV). Transmission of the virus occurs by TRANSFER of blood, semen, or vaginal fluids from person to person. The four modes of transmission are:

A. Sexual intercourse (oral, vaginal, anal)

B. Sharing needles

1.1 Drug use (including steroids)

1.2 Tattooing

C. Mother to child

1. Pre-natal and post-partum (pregnancy and delivery)

2. Lactation (breast feeding)

D. Transfusion of blood/blood products.

2. The majority of infected children acquire the virus from the infected mothers in the prenatal period. None of the pediatric AIDS cases in the U.S. have demonstrated transmission in the school, daycare, or foster care setting; and indeed, casual person-to-person contact is believed to pose no risk for viral transmission.

Evaluation

3. Students who are medically ill should be evaluated on a case-by-case basis by a team designated by the school district. The decision to admit should be based on the medical condition of the child, including evaluation of his/her immune status and performance status. The most current medical information concerning transmittal will be used.

Confidentiality

4. Confidentiality is of extreme importance, and therefore the identity of infected students, if not already public knowledge, should be known only to the superintendent and that student's principal, teacher, and nurse. Neither confirmation nor denial of suspicion or positive

testing will be given by school officials, even if public knowledge is alleged.

Restrictions: Student

5. There are no medical or legal reasons to restrict a child of an HIV infected parent from attending school. Children with HIV infections should not receive live virus vaccines and should be excused from regulations requiring them. Of course, any student, including an HIV infected child, who has contracted a contagious disease will not be allowed to attend school without clearance from the public health department.

Restrictions: Employee

6. Employees known to be infected with HIV should be allowed to continue in their capacity unless medically unable as judged on a case-by-case basis by a team designated by the school district. As in the case of students, the most current medical information concerning transmittal will be used. Confidentiality for employees must be maintained by the personnel director.

Screening

7. Routine serology screening of students or employees is not necessary.

Precautions and Procedures

8. The following standard procedures shall be implemented in order to insure that persons responsible for cleaning facilities and equipment are protected from all communicable diseases.

These include:

1. Students and teachers should be encouraged to wash hands as a routine practice. A ten to fifteen second washing with soap after handling body fluids is essential.
2. Blood and/or body fluid spills should routinely be handled using a barrier such as paper towels, plastic garbage receptacles, and disposable gloves. Soiled surfaces should be cleaned promptly with disinfectants, such as household bleach, diluted 1:10, one-part bleach to ten-parts water. Persons involved in such cleaning should avoid exposure to open skin lesions or mucous membranes by the blood or body fluids. Cleaning implements such as mopheads should be cleaned thoroughly after clearing a blood and/or body fluid spill. Implements should be cleaned with detergent in hot water of 160 degrees Fahrenheit, rinsed, soaked in a one-part bleach to ten-parts water solution, and

rinsed again.

2.1 Any garbage containing blood or body fluids (i.e. sanitary napkins) should be placed in a plastic bag, securely fastened and disposed of properly.

2.2 Persons involved in the cleaning of facilities in which blood and/or body fluid spills (i.e. feces, urine) occur should wear disposable gloves and follow routine hand washing procedures.

2.3 Persons responsible for the cleaning and maintenance of CPR mannequins and CPR instruction should follow the guidelines established by the American Heart Association, the American Red Cross and the Center of Disease Control (CDC).

POLITICAL ACTIVITIES AND ELECTION TO OFFICE

1. Employees of the district are encouraged to exercise their rights as citizens and run for election to or accept appointment to public office. This freedom is subject, however, to the following policies.

2. Employees elected or appointed to offices requiring some full-time service, such as the Arkansas General Assembly, may utilize the existing leave of absence policy and receive an unpaid leave for the actual period of full-time public service. Note that the Attorney General's opinion of Arkansas law is that the district is prohibited from granting employees time off with pay for the purpose of engaging in public service or related activities.

3. 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 teacher sick leave. Claiming teacher 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 discharge.

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

SOLICITATION AND PETITIONS

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

PERSONNEL RECORDS

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

EMPLOYMENT AND ASSIGNMENT OF CERTIFIED PERSONNEL

1. Certified personnel shall be employed pursuant to written contracts. Employment contracts shall in all particulars conform with Arkansas law relative to the creation, extension and termination of teacher employment contract, in particular A.C.A. §6-17-1506.

2. Certified employees will generally be hired, rehired, and assigned to fill particular positions as stated on the face of the employee's contract. The school district will endeavor to adhere to those assignments. Employees are reminded, however, that all assignments are at the discretion of the superintendent and that it may be necessary from time to time to assign an employee to a position or job other than the one specified in the contract. Change of assignment after signing the contract shall not affect the employee's compensation. Employees are expected to accept and satisfactorily perform any such reassignment.

COMPENSATION

Certified Personnel

1. Certified personnel shall be employed on written contracts as stated. The compensation shall be determined by a salary schedule adopted by the Board of Education pursuant to law. A copy of the current salary schedule is attached to and made a part of these policies. The scheduled salary shall be stated on the face of the contract. The term of the contract shall also be stated on the face of the contract. Certified contract terms shall be 187 days, 205 days, 220 days, 225 days, or 240 days.

Completed contract forms will be mailed or delivered to the employee. Such forms will constitute an offer and will become binding when returned signed by the employee and executed by CFSD as required by law. Contract forms not returned executed within thirty days after the date on the cover memorandum forwarding the contract to the employee will be conclusively determined to have been rejected by the employee, and the employee conclusively determined to have voluntarily resigned without further action by the employee, superintendent, or school board.

2. Anything in these policies to the contrary notwithstanding, an employee who has signed and returned a contract form as required above shall have an additional period of time in which to unilaterally rescind that contract. The period of time for such rescission shall be the first ten days next following the last official school day for the current school year.

3. Employee resignations normally should be in writing stating that the resignation is effective immediately or on a certain date and the writing delivered to the superintendent. A written resignation is effective when received by the superintendent and is irrevocable. Resignations do not require action by the school board. While resignation should be in writing, any employee who clearly, unequivocally, and without qualification manifests by word or deed an intention to terminate the employment relationship shall have resigned effective immediately without further action by the employee, superintendent, or school board. Employees should note the statutory

restrictions against employment of a person under contract by another Arkansas school district remain effective unless and until an employee who resigns receives a written release from the superintendent.

4. Persons resigning or being terminated prior to the end of their contract term will be paid for the total number of days actually worked, with final payment due the next regular payday.

5. All persons employed as certified personnel by CFSD must possess the credentials and qualifications required by the State Department of Education and the North Central Association of Colleges and Schools.

Substitute Teachers

1. Degreed substitutes hold a Bachelor's Degree or higher from an accredited institution qualified to grant such a degree. Their gross pay will be seventy-five dollars (\$75.00) per day worked.

2. Regular substitutes are not degreed. Their gross pay will be fifty dollars (\$50.00) per day worked.

WORK LOAD

1. The teaching load in the various schools comprising the Camden Fairview School District shall be in compliance with the standards for accreditation of the Arkansas Public Schools.
2. All activities of the students sponsored by the schools are considered a part of the educational program and as such shall be supervised by the staff on a rotating basis. Employees are reminded that it is their continuing responsibility to maintain order, supervise, and protect students. This responsibility exists even during times when these policies promise you freedom to pursue other activities, *e.g.*, planning or lunch periods, or promise you additional pay if you have to work.
3. All classroom teachers will be provided a planning period and a lunch period each school day. A master schedule will be created for each building by the building principal indicating when each teacher's planning period and lunch time will be. The planning period is provided for the purposes of giving the teacher time to schedule conferences, and do instructional planning and class preparation. The scheduling of particular activities within the planning period will be at the discretion of the teacher. The planning period will be at least forty (40) minutes during the time students are required to be in school, *i.e.*, during the school day; provided that a teacher may request in writing that the planning period be scheduled outside the school day, which request may or may not be granted at the discretion of the building principal.

STAFF MEETINGS

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

STAFF DEVELOPMENT AND INSERVICE EDUCATION REQUIREMENTS

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

CONFERENCES AND VISITATIONS

1. Absences from work for school business must be arranged with the principal in advance and approved by the superintendent. This would include the following:

A. Professional conventions

B. Conferences

C. Inservice workshops

D. School visitations

E. Any other meetings which principal and superintendent would consider school business

2. When absence is authorized for the purposes listed, expenses may be paid by the school district at the discretion of the superintendent and subject to budget limitations.

EXTRA DUTY

1. Extracurricular duties are considered a normal part of a teacher's work. The allocation and assignment of such duties in each school is the responsibility of the principal. When special duties are assigned to a teacher and when such duties are not regular teaching duties or extracurricular duties of a nature considered a part of a teacher's work, the teacher may be paid for such duties.

2. The district recognizes and intends to comply with requirements of certain statutes and regulations, and these policies require that teachers be paid for performing duties outside those considered to be the normal extracurricular and teaching duties of the particular teacher. Teachers are cautioned, however, that the question of entitlement to additional compensation is completely unrelated to a teacher's obligation while at school to follow the reasonable directions of your building principal or supervisor. The general rule of all work places, "Work now, grieve later," applies equally in the school setting. Likewise, a teacher's general obligation to exercise individual initiative to supervise and protect students exists before, throughout, and after the school day. A person's violation of either obligation can result in disciplinary action.

TRAVEL REIMBURSEMENT

1. The Board of Education recognizes the importance and desirability for school personnel to make out-of-district trips on school business. Trips may include, but not be limited to, attendance at meetings, such as state and national conferences/workshops, and observational visits to other schools. It is encouraged that conferences and meetings be tied to the building's Comprehensive School Improvement Plan.

2. School vehicles should be obtained from the Director of Transportation for approved travel. If a school vehicle is not available or an employee provides personal transportation, mileage will be reimbursed at 45 cents (\$.45) per mile. Mileage may be verified using the official Arkansas Highway Map prepared by the Arkansas State Highway and Transportation Department. **Staff members traveling to the same meeting are directed to car pool when practical.**

3. Meals will be reimbursed for travel requiring overnight lodging. No more than forty-two dollars (\$42.00) per day (breakfast \$8.00; lunch \$14.00; and dinner \$20.00) will be reimbursed. Gratuity is not a reimbursable expense. There will be **no** meal reimbursement for one-day trips.

4. **The district will pay for overnight lodging for the employee only.** This amount will be whatever is the conference rate and/or approved rate by the supervisor of the employee at the hotel that is closest to the traveler's work assignment and/or meeting. Overnight trips are discouraged unless necessary. Therefore, employees are directed to travel the day of the event if the event is within two hours normal driving time and the event begins at 8:00 a.m. or later. Double occupancy is expected when more than one employee attends the same event and gender permits room sharing. Hotel receipts are required and should be turned in to the central office **immediately** upon return to the district.

Among the charges that the district will not reimburse are:

1. Valet parking
2. Personal phone calls
3. Rental of videos or in-room movies
4. Alcoholic beverages
5. Gasoline receipts, if receiving mileage reimbursement

Out-of-District Travel Guidelines/Procedures:

1. All travel must be pre-approved. (Even if there is no cost to the district.)
2. The Request for Leave form will be used to pre-approve and authorize travel as well as approve reimbursement of estimated expenses.
3. Travel is requested on the Request for Leave form and should be given to the employee's supervisor for approval at least two weeks prior to the travel date.
4. The traveler is to complete an Expense Voucher form for each separate check to be

- issued.
5. The traveler is to complete any paperwork (registration form, etc.) in its entirety and attach to the corresponding expense voucher.
 6. Supervisors are responsible for ensuring that expenditures are within district guidelines.

In-District Travel Guidelines/Procedures:

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

EMPLOYMENT AT SUMMER SCHOOL

1. When more than one qualified employee who meets the certification requirements bids on a summer school position, the district will offer the position to the employee who is currently employed in a position most similar to the position available who also has the greatest consecutive years service as a certified employee with the Camden Fairview School District. Ties will be broken as follows: the employee with the greatest consecutive years combined service as an employee with the Camden Fairview School District and the former Fairview School District or the former Camden School District; and, if still tied, by the toss of a coin. If the same employees bid on the position next year, the district will offer the position first to the employee who was not offered the position the previous year.

2. All positions will be posted for bidding in the building by the principal and will remain posted until the deadline. Employees will bid by signing the bid sheet. The offers will be announced as soon as practical after expiration of the posting period.

EVALUATION

1. The Board of Education shall establish a continuous program for the evaluation of the performance of the personnel of the school system and shall provide sufficient personnel and financial resources to support this program. The information gained from these performance evaluations shall be used in the planning of staff development and inservice training activities which are designed to improve instruction and professional competence.

2. The Camden Fairview School District's staff evaluation criteria and procedures for conducting evaluations shall be in accordance with the law of Arkansas and State Department of Education regulations. The current evaluation instrument has been promulgated by the administration, approved by the Personnel Policies Committee, and adopted by the Board of Education. New or substantially modified evaluation instruments will be adopted in the same manner as required for new or modified personnel policies.

3. An employee determined by a building principal or immediate supervisor to not be willing or able to perform in a satisfactory manner will be recommended for non-renewal or termination, depending upon the circumstances. An employee whose performance is unsatisfactory, but who is believed to have the capacity to elevate his or her performance to a satisfactory level, will be placed on a written performance improvement plan by the building principal or immediate supervisor. The performance improvement plan will describe the particular areas in which improvement is required, and the time in which the improvement must be achieved. An employee whose employment is continued under a performance improvement plan is on notice that the failure to achieve the required improvement in the areas and in the time noted will result in recommended contract non-renewal or termination, depending on the circumstances.

PROMOTION AND TRANSFER POLICY

1. The general policy of the district is to employ the most able and best qualified persons with the proper credentials for all positions. However, CFSD favors promotions from within so that where, in the opinion of the administration, ability, qualifications, and credentials of an existing employee are equal to those of an outside applicant, the existing employee will be favored for promotion.

2. Normally this will be accomplished by certified employees within the district being extended the advantage of first consideration for promotion.

3. Employees who are fully certified for a position and who have previously indicated a desire to be considered for such movements will be considered by the administration prior to advertising inside or outside the district for applications for such vacancies. These identified employees will be invited to apply for the vacancy and be interviewed by a team selected by the administration. If and only if these interviews convince the administration, in its sole discretion, that further inside or outside advertising for the position is unlikely to produce an applicant with qualifications and ability superior to those possessed by the currently employed applicant, the position can be awarded to the identified employee without additional advertising. The administration will also take into account equity considerations related to equal employment opportunities before deciding to recommend to the Board of Education filling a vacancy in this manner. Where two or more currently employed persons have indicated a desire to be considered for such movements, and the vacancy is being filled pursuant to this section, the employee who in the opinion of the administration is most able and most qualified to fill the position will be awarded

the position.

4. Vacant or new positions not already filled pursuant to paragraph number 3 above shall be advertised internally and externally by the administration. The administration shall in its sole discretion determine the minimum qualifications related to degrees, certifications, experience, and the like, for each position and clearly state the same in the written notice of vacancy. Internal advertising will be by posting of vacancies within the various buildings and at the central office. The duration of inside and outside advertising, and the media and targets for outside advertising, will be determined by the administration. Deadlines for applying shall be clearly stated on the face of any advertisements or notices.

5. Employees of CFSD not identified under paragraph number 3 above can nevertheless apply for vacancies advertised pursuant to paragraph number 4 above.

6. All certified employees of the district will be informed of this policy and afforded the opportunity to make known their desire to be promoted. This shall be done in writing by the administrator in charge of personnel. Employees making known a desire for upward movement shall be interviewed and counseled relative to steps they may take to make them more "promotable," such as additional education and certification, other "extra" job assignments to seek, self-improvement endeavors to pursue, and the like. Suggestions made in this regard by the administrator shall be reduced to writing with a copy furnished the employee and maintained in the personnel office. The personnel office shall maintain an active list of the employees who continue to desire consideration for promotion. This list shall be monitored at least annually by letter or personal contact to determine continuing interest and progress on improved "promotability."

Employees not actively pursuing promotion opportunities shall so inform the personnel office.

7. The personnel office shall also maintain a list of employees desiring lateral movement within the district and afford employees the opportunity to thus make known and record their desire for lateral movement. The desires of employees in this regard will be considered by the administration in making assignments. However, as stated below, all assignments are at the discretion of the administration.

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

CELL PHONES AND CELL PHONE USE

The school district may furnish cell phones to personnel. The decision to furnish a cell phone, and the decision of which persons to be furnished cell phones, are decisions within the sole discretion of the administration. School cell phones shall be used only for school business, and not for personal business. Violations of this policy relative to prohibiting personal use of school district cell phones will be punishable as disciplinary violations.

LEAVE FOR ILLNESS

Sick Leave

1. All employees who participate in the teacher salary fund are eligible for sick leave in accordance with the following policy adopted by the Camden Fairview School District Board of Education. For the purpose of this policy the following definitions shall apply:

- A. **Teacher** - The term "teacher" shall include any full-time employee of the Camden Fairview School District receiving pay from the teacher's salary fund.
- B. **Sick Leave** - Shall mean absence with full pay from one's duties for 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 a teacher has to his/her credit.
- D. **Death in Family** - Teachers may use their sick leave due to a death in the family (any member of your family that you consider immediate). However, a teacher may use personal leave days rather than sick leave days for a death in the family.
- E. **Funeral Leave** - Each employee shall be allowed a maximum of three (3) days per year absence (with pay) for funeral leave if needed. These three (3) days are non-accumulative. Additional 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 teacher contract; eleven (11) days for 205 through 239 day teacher 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 teacher is required to report for the beginning of the school term.

5. Teachers coming into the system during the academic school year will accumulate sick leave at the rate of one day for each month left in the contract year.

6. A teacher's salary shall continue during authorized sick leave under this policy.

7. When claiming sick leave, the teacher must fill out a sick leave form upon his/her return to school and file it with his/her respective principal.

8. As soon as a teacher knows (s)he will be absent, (s)he should notify the principal. The teacher's roll book and materials necessary for the day's activities should be left with the principal. Teachers are not to call substitutes. This will be handled by the principal.

Deduction of Pay Procedure

9. If the teacher uses all sick leave and personal leave days, a deduction, the equivalent of a day's pay, will be made for each day absent. The daily rate of pay is computed by dividing the teacher's actual working days into his/her annual contract salary. Absences which do not comply with the sick leave or personal leave policy will also be deducted according to this policy.

10. The records of teachers absent from work and salary deductions will be made according to the following schedule:

- A. Any absence not to exceed two hours during the morning will count as $\frac{1}{4}$ day.
- B. Any absence in excess of two hours in the morning will count as $\frac{1}{2}$ day.
- C. Any absence not to exceed two hours in the afternoon will count as $\frac{1}{4}$ day.
- D. Any absence in excess of two hours in the afternoon will count as $\frac{1}{2}$ day.
- E. Any absence of all morning or all afternoon will count as $\frac{1}{2}$ day.
- F. The teacher's monthly check will be reduced for the days or part-days absence from work according to the schedule for personal leave days and for excess sick leave days.

11. A record of sick leave days used and accumulated days shall be established and maintained by the school district for each of its teachers.

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

PERSONAL DAYS

1. In addition to sick leave, teachers will be allowed four (4) days per contract year for personal leave.
2. Personal leave may be used for personal reasons that do not have to be disclosed, but each day absent will be approved by the respective principal with forty-eight (48) hours prior notice unless there are extenuating circumstances.
3. For each day absent for personal leave, the teacher's monthly check will be reduced at the rate of current substitute' s rate of pay per day, or fraction of day absent according to the established procedure.
4. Personal leave is non-accumulative.

**BOARD POLICY ON EMPLOYEE ATTENDANCE/COMPENSATION
FOR DAYS WHEN CLASSES ARE CANCELED
OR THE SCHOOL DISTRICT CLOSED**

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

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

JURY DUTY LEAVE AND PAY

The school district recognizes that citizen service on grand and petit juries is essential to our form of government. Therefore, no employee will be denied leave in response to state or federal summons to report for jury duty. Neither will any employee be disciplined for absence from work because of having to respond to a jury service summons or actual service on a jury. Employees absent because of jury service summons or actual jury service will suffer no loss of pay. This will be accomplished by the district not deducting from the employee's pay check because of jury service absences, and the employee reimbursing the district the entire amount received by the employee for jury service. Provided, however, that an employee serving on a jury who is reimbursed with a meal, lodging, or travel payment may retain such payment.

LEAVE OF ABSENCE

1. To obtain a discretionary leave of absence, an employee must make a request in writing to the superintendent of schools. In the letter requesting leave, the employee should state the reason for the leave, the dates the leave is to begin and end, and all other information related to the reason for the particular leave necessary to enable a decision to be made on granting or denying the leave request.

2. The Board of Education grants leaves or extends leaves of absence upon the recommendation of the superintendent of schools. A leave of absence is granted for the balance of the semester or school year only. All such leaves are without pay. An employee desiring to extend a leave of absence for an additional semester or school year shall request the extension in writing to the superintendent at least thirty (30) days prior to the scheduled expiration of the leave.

3. In granting a leave, the Board of Education signifies its intention to re-employ the person upon expiration of the leave; provided, however, that there must be a vacancy which, in the judgment of the superintendent of schools, the returning employee is qualified to fill.

4. An employee desiring to return from a leave of absence must indicate that desire in writing to the superintendent at least thirty (30) days prior to the scheduled expiration of the leave. An employee not requesting return in this manner shall be conclusively deemed to have voluntarily resigned employment without further action by the superintendent or school board.

5. Leaves are not granted for the purpose of pursuing other full time employment. Any employee accepting full time employment during a leave of absence shall be conclusively deemed to have voluntarily resigned employment without further action by the superintendent or school board. This restriction does not apply to an employee whose leave is related to application of the district's reduction in force policy.

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

Whenever a school employee is absent from his or her duties in a public school as a result of personal injury caused by either an assault or other violent criminal act committed against the school employee in the course of his or her employment, the school employee shall be granted a leave of absence from school with full pay for up to one (1) year from the date of the injury. The leave of absence for personal injury from an assault or other violent criminal act shall not be charged to the school employee's sick leave authorized under this subchapter.

MATERNITY LEAVE

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

MILITARY LEAVE

1. An employee who is a member of the Arkansas National Guard or of the reserve branches of the armed forces will be granted leave at the rate of fifteen (15) days per calendar year, plus necessary travel time, for required annual training. If leave is not used in a calendar year, it will accumulate so that an employee always has fifteen (15) days per calendar year, but no more. Military leave is in addition to regular vacation time for those employees entitled to it.

2. Any provision of the extended leave of absence policy to the contrary notwithstanding, an employee who is drafted or called to active duty in the armed forces, or who volunteers for military services, shall be placed on extended leave without pay and upon written application, within ninety days after his release, shall be reinstated to the position vacated or its equivalent with no loss of seniority or any other benefits or privileges of employment.

3. An employee who enlists or re-enlists for a second consecutive term of military duty forfeits his re-employment rights. Personnel called to duty in emergency situations by the Governor or President shall be granted leave with pay not to exceed thirty (30) working days after which leave without pay will be granted. This leave is in addition to regular vacation time for those employees entitled to it.

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 teacher retiring should make application for retirement benefits before the final business day of May of the year (s)he plans to retire. Teachers shall be eligible for benefits of the State Teacher's Retirement System and other benefits as prescribed by law.

3. Information concerning days of service and years of service may be obtained from the Arkansas Teacher Retirement System, Little Rock, Arkansas.

PAYMENT FOR UNUSED SICK LEAVE

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

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

SHARED SICK LEAVE POLICY

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

RE-EMPLOYMENT OF CERTIFIED EMPLOYEES

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

SEPARATION OF EMPLOYEES

Termination and nonrenewal of certified and classified employees are governed by statutes in Arkansas. See, A.C.A. §§6-17-1501, et seq., for certified employees, and §§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 certified and classified employees. It is not the intention of the district in repealing the prior policies to diminish the substantive or procedural rights of certified and classified employees. Any employee with questions about the content of any pertinent statute may inquire at the superintendent's office where every reasonable effort will be made to respond quickly and accurately.

CERTIFIED EMPLOYEE REDUCTION IN FORCE POLICY

1. **PURPOSE.** This and the following subsections set forth CFSD's method for objectively identifying persons 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 Teacher Fair Dismissal 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.

3. **SENIORITY DEFINED.** Seniority is defined as length of continuous service in a certified position since last date of hire within CFSD.
4. **APPLICATION.** Seniority will be applied as specified herein as a factor in determining who is entitled to preference for continued employment in a layoff situation.
5. **SENIORITY CENTERS.** Seniority will be applied within various seniority centers. The first seniority center will be the basic faculty and administrative staff within the various school buildings and central office. Other seniority centers will be the various separate programs funded by special grants at any given time. Each such separate grant-funded program will be considered a separate center for application of seniority during a reduction in force. Certified employees displaced from a special grant-funded 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 employees within those other seniority centers. However, employees so displaced from grant-funded programs may apply and be considered for employment within other seniority centers as vacancies exist. Likewise, employees displaced from the basic faculty and administrative staff by reduction in force will have no right to exercise their seniority to displace junior employees within a special grant-funded seniority center. However, employees so displaced from the basic faculty or administrative staff may apply and be considered for employment within other seniority centers.
6. **APPLICATION WITHIN THE SENIORITY CENTER.** Seniority within a particular seniority center will be applied by credentialed categories. The credentialed categories are P-4 teacher, 5-8 teacher, secondary teacher by subject

matter, elementary administration, secondary administration, and district administration. When a decision is made in the sole discretion of the administration to reduce the number of persons within a credentialed category within a seniority center, the employees will be reduced in order of least senior first, so long as the ability, qualifications, and other credentials of remaining employees within that credentialed category are relatively equal.

7. **EXCEPTIONAL APPLICATION INVOLVING ADMINISTRATORS.**

Additional factors may exist which impact the replacement of junior administrators in an existing building setting with displaced senior administrators from a different building or location. In cases where the administration, in its discretion, has reached a decision to eliminate an entire building or location resulting in the elimination of administrative positions, the best interests of the school district may require that existing teams of administrators who are enjoying success within a building or location be kept together. The administration, in its discretion exercised in good faith, may within two weeks after the decision of the school board to close a building or location declare in writing that such a situation exists. Upon such written declaration a displaced administrator shall have no right to displace a junior administrator in an existing building or location position so long as the displaced administrator is instead offered the opportunity to displace a junior teacher, or fill a vacancy, in a position the displaced administrator is certified to fill. It is recognized that the management prerogative granted in this section can result in a senior administrator being forced to choose between a voluntary or forced leave of absence, or being non-renewed, and a substantial earnings reduction. Therefore, it will be exercised only when the superintendent has considered and rejected all other practical realignments of the administrative staff as contrary to the best interest of the school district.

8. **FACTORS IN RELATIVE EQUALITY DETERMINATION.** Objective factors which will be taken into account in determining relative equality of ability, qualifications, and credentials include, but are not necessarily limited to, the following: teaching experience for other school districts; certifications held by a teacher in addition to the one in which he or she is presently working; disciplinary and attendance records with the district; and performance evaluations by supervisors.
9. **DECISIONS.** The decisions as to relative equality of ability, qualifications, and credentials shall be left to the discretion of the superintendent. Reduction in force decisions made by the superintendent shall be subject to the grievance procedure in the case of an involuntary leave of absence, or the Teacher Fair Dismissal Act in the case of a non-renewal of the teacher's contract, but the superintendent's decision shall not be overturned unless found to be arbitrary, capricious, or discriminatory. The decision of the Board of Education shall be final.
10. **PROCEDURE.** This procedure will normally be followed when the probable necessity of a reduction in certified force is identified.
 - A. Teachers in the affected position area will first be solicited for voluntary leave of absence. Such leaves will be granted pursuant to Camden Fairview School District's personnel policy on **Leave of Absence**. Any teacher volunteering for such a leave of absence shall receive a leave of indefinite duration which shall be renewable for one year periods up to a total leave time of five years. The leave shall be renewed annually by the teacher giving written notice to the central office by March 1 of the preceding school year that he or she desires to renew the leave. Maintenance of the leave of absence status shall entitle the teacher to be considered for re-employment in any vacancies which occur for which he or she is qualified and credentialed, pursuant to Camden Fairview School District's policy on **Leave of Absence**. The leave shall be considered terminated whenever the teacher accepts full time employment as a certified employee with another

school district, or in any event upon the expiration of five school years of leave of absence time. Acceptance of a leave under this section shall not be considered by the district to be a disqualifying circumstance for purposes of unemployment compensation or any other benefit available to persons by virtue of being out of work under this provision. Neither shall there be any restriction on an employee on leave of absence pursuant hereto from accepting other full time employment.

B.

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

PERSONNEL OUTSIDE EMPLOYMENT

No administrator shall become an employee, agent, or independent contractor for any party contracting with the school district. Likewise, no other employee of the district shall become an employee, agent, or independent contractor for anyone if that relationship would violate the ethical standards established by A.C.A. §6-24-106, 107, or 111.

PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

Definition

Bullying is any pattern of behavior by a student, or a group of students, that is intended to harass, intimidate, ridicule, humiliate, or instill fear in another child or group of children. Bullying behavior can be a threat of, or actual, physical harm or it can be verbal abuse of the child. Bullying is a series of recurring actions committed over a period of time directed toward one student, or successive, separate actions directed against multiple students.

1. Teachers and other school employees who have witnessed or are reliably informed that a student has been a victim of bullying as defined in this policy, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the principal. The principal or his/her designee shall be responsible for investigating the incident(s) to determine if disciplinary action is warranted. Also, District staff are required to help enforce implementation of the district's anti-bullying policy. However, any school or district employee who has reported violations under the school district's policy shall be immune from any tort liability which may arise from the failure to remedy the reported incident.

2. Students who bully another person are to be held accountable for their actions whether it occurs on school grounds; off school grounds at a school sponsored or approved function, activity, or event; or going to or from school or a school activity. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

ASSIGNMENT OF TEACHER AIDES

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

PERSONNEL SCHOOL CALENDAR

The Superintendent and Personnel Policy Committee shall present to the Board, for its approval, the calendar for the succeeding year at the April regular Board meeting. The Superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals.

The Camden Fairview School District shall operate by the following calendar.

2016-2017

August 8-12, 2016	Professional Development, No School
August 15, 2016	First Day of School for Students
September 5, 2016	Labor Day, No School
October 14, 2016	End of First Quarter, 44 days
October 24-25, 2016	Parent Teacher Conference, (3:30-6:30 p.m. each day)
November 4, 2016	AEA Professional Development, No School
November 21, 2016	Professional Development Day, No School
November 22-25, 2016	Thanksgiving Holiday, No School
December 21, 2016	End of Second Quarter, 41 days
December 22-January 3	Christmas Holiday, No School
January 4, 2017	Professional Development Day, No School
January 5, 2017	School Resumes, First Day of Third Quarter
January 16, 2017	Martin Luther King, Jr. Day, No School
February 13-14, 2017	Parent Teacher Conference, (3:30-6:30 p.m. each day)
February 17-20, 2017	President's Day, Professional Development, Winter Break No School
March 10, 2017	End of Third Quarter, 44 days
March 20-24, 2017	Spring Break, No School
April 14, 2017	Good Friday Holiday
May 25, 2017	Last Day of School, End of Fourth Quarter, 48 days
May 26, 2017	Professional Development

DRUG FREE WORKPLACE POLICY

1. The school district has a compelling interest in the safety of its students, as well as in their educational, social, and behavioral development. The district also has a compelling interest in providing its employees with a safe, healthy, and professional environment in which to work. To promote these and other legitimate interests the district adopts this drug free workplace policy. It is, therefore, the district's policy that district employees are prohibited from engaging in any conduct at any place or any time that violates a state or federal criminal statute related to controlled substances, including the unlawful manufacture, distribution, dispensation, possession, or use thereof. Such actions are prohibited both while at work, and in the performance of work-related tasks while off district property. Violation of this policy will subject the employee to discipline, up to and including discharge.

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

3. It is a violation of this policy for an employee to be under the influence of alcohol or a controlled substance while present at work, or performing work-related tasks while off district property. It shall not be necessary for an employee to be intoxicated to violate this policy. It is enough to constitute a violation that an employee physically manifests being under the influence of alcohol or a controlled substance. Those physical manifestations include, but are not limited to: unsteadiness; slurred speech; dilated or constricted pupils; incoherent or irrational speech; and the presence of an odor associated with a prohibited substance on one's breath or clothing. The fact that an employee may be unintentionally under the influence, *e.g.*, unexpected reaction to prescription

medication, does not negate the violation of this policy, but is a factor to be considered in determining what punishment, if any, would result from the violation.

4. When the administration is confronted by an employee it suspects might be under the influence of alcohol or a controlled substance, it may request that the employee immediately submit to a chemical test of the employee's blood, breath, or urine to determine the presence of alcohol or a controlled substance therein. The test will be at the expense of the district. It will be conducted in the same manner as the tests in the student drug testing policy. Refusal of a test request by the employee will be considered by the administration as evidence of being under the influence.

5. Any employee who is charged with a violation of any state or federal criminal statute law relating to controlled substances must notify his supervisor of the charge within five (5) week days, excluding holidays, of having been charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately. If the supervisor is not available to the employee for any reason, the employee shall notify the Superintendent within the five (5) day period.

6. Any employee convicted of any state or federal criminal drug statute violation shall report the conviction within five (5) calendar days to the superintendent. Within ten (10) days of receiving such notification, whether from the employee or any other source, the administration shall notify the federal granting agencies from which it receives funds of the conviction. Compliance with these requirements and prohibitions is mandatory and is a condition of employment.

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

8. Employees are reminded that reporting for work while impaired from prescription medications is a violation of this policy. The burden is on the employee to learn the possible effects of any prescribed medication and refrain from reporting to work in the same manner as the employee

would for any other condition that makes the employee physically unable to perform his or her job.

9. Employees are also cautioned against bringing prescription medications to work even for legitimate self-medicating. This policy does not absolutely prohibit it because there are circumstances under which it is necessary and reasonable to have one's prescription medication at work. However, the burden is strictly on the employee to manage the situation in a manner that does not result in a violation of this policy, including being responsible for the medication not coming into the possession of another person. Remember that the fact that a prescription is required to obtain the medication means that it is a controlled substance. If there is any way to do it, the employee should manage without introducing the medication into the workplace.

DRUG FREE WORKPLACE POLICY ACKNOWLEDGMENT

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

Signature _____

Date _____

PARENT-TEACHER COMMUNICATION

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

Internet Use Agreement

Please read this document carefully before signing.

The **Camden Fairview** School District furnishes computers and Internet access to designated persons. The sole reason for this is to assist employees and other persons in performing tasks and obtaining information directly related to the employee's job. Persons using a school district owned computer, or school district provided Internet access, have no expectation of privacy in any aspect of their computer use or Internet access. This includes email. Email and computer use are subject to surveillance, monitoring, and inspection by the school district at any time without advance notice or permission. Email and computer use records may also be subject to public disclosure under applicable freedom of information laws.

Passwords and security procedures are to be utilized as assigned and directed. Confidentiality of student records and personnel records is to be strictly maintained against unauthorized disclosure at all times. Employees must not disable or bypass security procedures, disclose passwords to other passwords to other persons, or permit computer access to students other than as specifically designated for student use. It is the policy of the school district to equip each computer with Internet filtering software designed to prevent access to material that may be harmful to minors. Such software shall not be disabled other than by the Technology Administrator or designee, and then only to enable access by an adult for legitimate educational purposes.

An employee who misuses a computer or Internet access is subject to discipline up to and including discharge, or termination or non-renewal of employment contract. Examples of computer/Internet misuse include: excessive personal use; personal use during work or instruction time; using a computer to violate another school district policy; using a computer to violate a local, state, or federal law or regulation; and allowing unauthorized access. The punishment imposed for misuse violations will be determined at the discretion of the administration taking into consideration the seriousness of the misuse. Employees are expressly cautioned that repeated minor misuse will, after warning, be cause for discharge, or termination or non-renewal of your employment contract. Employees are also expressly cautioned that using a computer to access, view, display, or send pornography is a disciplinary offense of the first magnitude that will likely result in first offense discharge without prior warning. Pornography as used here refers to words or images of a sexually explicit or sexually suggestive nature which appears intended to appeal to a person's prurient interest.

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

Date Adopted:
Last Revised: August 2007

CERTIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print)_____

School_____Date_____

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

1. Conditional Privilege: The employee's use of the district's access to the Internet is a privilege conditioned upon the employee abiding by this agreement and the district's computer use and Internet access policy. A copy of that policy is attached hereto. By signing this agreement the employee acknowledges that the employee has read and understand the district's policy on computer use both generally and specifically in regard to imposition of discipline and punishment for misuse of a computer or Internet access.

2. Acceptable Use: The Employee agrees that in using the District's Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee's use of the District's Internet access interfere with, or detract from, the performance of his/her job-related duties.

3. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up to and including termination.

4. "Misuse of the District's access to the Internet" includes, but is not limited to, the following:

Using the Internet to access, view, display, or send words or images that are pornographic as judged by the standards prevailing in this community at the time, and as defined in the computer use and Internet access policy attached hereto;

Using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;

Posting anonymous messages on the system;

Using encryption software;

Wasteful use of limited resources provided by the school including paper;

Causing congestion of the network through lengthy downloads of files;

Vandalizing data of another user;

Obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;

Gaining or attempting to gain unauthorized access to resources or files;

Identifying oneself with another person's name or password or using an account or password of another user without proper authorization;

Using the network for financial or commercial gain without district permission;

Theft or vandalism of data, equipment, or intellectual property;

Invading the privacy of individuals;

Using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;

Introducing a virus to, or otherwise improperly tampering with, the system;

Degrading or disrupting equipment or system performance;
Attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
Providing access to the District's Internet Access to unauthorized individuals; or
Taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
Making unauthorized copies of computer software;
Installing software or hardware on district computers without prior approval of technology director or his/her designee.
Bullying is prohibited which includes cyber bullying as outlined in ACT 115 of 2007.

5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the District's computers or the Internet including penalties for copyright violations.

6. No Expectation of Privacy: The Employee signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee's use of the District's Internet Access and may also examine all system activities the Employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.

7. Signature: The Employee, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.

Employee's Signature _____ Date _____

Date Adopted:
Last Revised: August 2007

EMPLOYEE HOLIDAYS AND VACATION

1. Confusion exists concerning compensation and fringe benefits, holidays and vacations in particular, because of the past practice of identifying employees, both classified and certified, according to the number of days the employment contract calls for an employee to work. This policy is intended to clarify the situation and, therefore, repeals and replaces all prior policies and practices in conflict with it.

2. For purposes of this policy all employees of the district are considered as divided into two groups: (1) Those employees who are generally required to be at work on all regular work days twelve months each year, all of whom work pursuant to written contracts; and, (2) all other employees working pursuant to a written contract. Part-time and casual employees are utilized by the district from time to time on an individual ad hoc basis not usually memorialized in a written contract. The compensation of both written contract groups is stated in their written employment contracts in terms of an annual salary, which salary shall be payable monthly in twelve equal installments. The essential difference in the two written contract groups is that twelve-month employees are eligible to receive holidays and vacation days off without diminution of their annual salary, while the other group is not.

3. All employees are expected to report regularly for work and be on time. Absence from work because of employee or family illness, and funerals and other personal or professional reasons, and the payment for such time off, are covered by other provisions of these policies and include sick leave, funeral leave, personal leave, and professional leave. (Note that there is no policy for payment to classified twelve-month employees for personal time off.) The compensation, or annual salary, of persons who are not twelve-month employees is based upon the number of days stated in an employee's contract. Such employees will not be required to work days in addition to the number specified in the contract and will not receive paid time off from work other than as specified in the aforesaid sick leave, funeral leave, personal leave, and professional leave policies. When any twelve-month employee or employee whose contract states a specific number of work days a year is absent from work and is not entitled under these personnel policies (i.e., sick leave, funeral leave, personal leave and professional leave policies) to be paid for the day absent, the employee's pay for that month shall be reduced by an amount equal to the quotient of the annual salary divided by two hundred sixty (260) for the twelve month employee, or divided by the number of days specified in the employee's contract, as the case may be. Certain classified employees'

contracts state compensation in terms of annual salary when in fact the compensation is the product of an hourly rate multiplied by 2,080 hours. Reductions in compensation because 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, for classified hourly employees shall be based on the hourly rate assigned to a particular employee.

4. Twelve month employees generally are required to be at work Monday through Friday throughout the school year, i.e., July 1 through June 30. There are ten recognized legal holidays each year, namely:

- December 31
- January 1
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- December 24
- December 25.

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

5. Twelve month employees will receive vacation in the form of additional time off from work without diminution in their stated annual salary based on the employee's longevity, with longevity defined as continuous length of service with the school district since last date of hire, as follows:

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

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

7. The former policies of the school district, which are hereby expressly repealed, called for various durations of vacation for all eligible employees. Certified employees who formerly received four weeks vacation will in the future be entitled to four weeks vacation, this policy to the contrary notwithstanding. Other employees employed prior to September 15, 1998, will continue to be entitled to the duration of vacation they had under the former policy until entitled to more under this policy. All persons employed on and after September 15, 1998, shall be governed by this policy.

8. An employee's longevity for vacation purposes will be determined on July 1 of each year. All vacations must be taken in the fiscal year in which they accrue. Time off not taken during the fiscal year is lost and cannot be saved until the next year or accumulated from year to year. Neither will an employee be entitled to any additional compensation for vacation time under this policy which is not taken in that fiscal year.

9. Vacation will normally be taken in increments of at least one week with the time of the vacation determined at the discretion of the employee's supervisor. Vacation time is intended to afford a period for rest and revitalization. For that reason, employees are discouraged from using vacation in one- or two-day increments as a substitute for sick or personal leave, although such requests may be granted at the discretion of the administration in unusual circumstances. Likewise, employees are encouraged to take all vacation time to which they are entitled.

10. Employee requests for vacation times during the year will be considered, but the needs of the school district will be the determinative factor, with the administration's judgment on what those needs are to be final. Priority in selection of vacation times between employees will normally be given in order of most senior first; however, the needs of the district as determined at the discretion of the administration will determine the outcome. The judgment of the administration will be final.

11. Employees terminated for cause by the district during their contract term shall not receive pay for vacation time off accrued but not taken. Employees who voluntarily quit their employment during the term of their contract shall receive pay in proportion to number of months of the year completed rounded down to last full month, provided that any employee who voluntarily quits without giving the district two weeks written notice of their resignation shall not receive pro rata pay for vacation days not taken.

SICK LEAVE BANK POLICY

1. At the beginning of each school year, any employee whether certified or classified may voluntarily contribute one day of his/her sick leave allowance to a Sick Leave Bank (SLB).- Any employee who is on contract before Labor Day and wishes to make a contribution to the SLB shall do so on a SLB form submitted to the payroll clerk by the end of business on September 15th or the Monday after if the 15th falls on a weekend. The payroll clerk will provide a list of SLB members to the PPC president by September 30th or the Monday after if the 30th falls on a weekend

2. For any certified or classified personnel hired after Labor Day, he/she may voluntarily contribute one day of his/her sick leave allowance to the SLB. Each employee wishing to make such a contribution shall do so on a SLB form submitted to the payroll clerk by the end of business twenty (20) school days from their hire date. Names of new employees joining SLB should be forwarded to the PPC president within 10 business days of submission.

3. A six-member committee shall oversee the administration of the SLB with the assistance of the superintendent. The committee shall be comprised of two classified members, three certified members who are members in good standing of the SLB and the certified Personnel Policy Committee President. The certified Personnel Policy President will only vote to complete a quorum or in case of a tie. Their term of office shall be one (1) year. The SLB committee shall decide on requests based on the committee's rules of operation.

4. The Sick Leave Bank Committee shall administer the bank according to the following rules:

Rules of Operation

A. Only employees who have made an up-to-date contribution to the sick leave bank are eligible to make withdrawals from the bank.

B. The Sick Leave Bank days may be used only upon exhaustion of a bank member's accumulated sick leave, vacation days, and personal leave days whichever is/are applicable with the option of using their spouse's sick leave days.

C. SLB days will be granted only in cases of an emergency caused by a catastrophic illness or catastrophic accident certified by a medical doctor pertaining to a SLB member and their immediate family. Immediate family is defined as spouse, children, and/or parent of the SLB member. In-laws are not included in this definition unless they live in the SLB member's home.

D. Requests for Sick Leave Bank days can be made by submitting a completed Sick Leave Bank Questionnaire and Physician's Statement and Authorization to Disclose Health Information to the chairperson or any member of the SLB Committee by the 1st working day of the month. Upon receipt the SLB committee member shall mark the date received on the forms. If this deadline is missed the request will be considered the following month.

E. Once the SLB committee chairperson has received the request for SLB days, he/she shall present the request at the next SLB committee meeting for the committee's decision(s) to be processed with the next payroll. The SLB will meet on the first Thursday of every month at 2:30 at the Central Office to consider SLB requests. This allows requests to be processed for the 15th pay day of each month. During this meeting, the members of the committee shall decide if more information is necessary or if any SLB days shall be granted.

F. The committee discussions, member medical information, and member names involved in committee decisions in part or in whole shall be considered confidential information. As such, ONLY the requesting member shall make any of the priors public.

G. Communication concerning the member's medical information and any related details

shall be for the sole purpose of determining the SLB committee decision.

H. Once the SLB committee has made its decision concerning a member's request, the decision shall be communicated to the member by the SLB committee chairperson with a copy of said decision sent to the appropriate Personnel Policy Committee Chairperson within ten (10) school days.

I. SLB days will be granted monthly and only for the days already missed due to the catastrophic event stated on a member's request form. The member shall be required to provide a doctor's written verification stating when he/she is physically able to return to work.

J. Sick leave grants made from the bank may be for up to thirty (30) days per member per application not to exceed sixty (60) days per year if the days are available.

K. Personnel who have contributed to the Sick Leave Bank will not be asked to contribute to the bank again as long as the bank is considered to be solvent. The bank will be considered to be insolvent when the number of SLB days drops below one hundred fifty (150). When the SLB Committee determines more days are needed for the bank to remain solvent, the request for SLB days shall be broadcast in each building. Failure to contribute at this time will result in termination as a bank member unless you are currently in the process of requesting days at the time the SLB becomes insolvent.

L. Days remaining in the SLB shall be carried over from year to year.

M. If SLB days are denied, the member may appeal to the SLB committee. The requesting member shall appear at the appeal hearing. At that time the SLB committee may require additional information. A majority opinion will prevail at the appeal.

N. The Certified Personnel Policy Committee shall develop such additional rules, revisions, restrictions, and procedures as necessary to efficiently and fairly administer the program and prevent abuse. The Classified Personnel Policy Committee shall be consulted on any changes to this policy.

O. Employees leaving the district to enter another field besides education may donate their accumulated sick days to the SLB.

P. Retiring employees may donate sick days to the SLB rather than be paid for them under the policies on Certified Personnel: Payment for Unused Sick Leave and Classified Personnel: Payment for Unused Sick Leave.

Sick Leave Bank (SLB) Form

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

Date*

Building Assignment

Check one: Classified _____

Certified _____

Employee Signature

Print Name

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

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

Sick Leave Bank Request Questionnaire

Name _____

Building _____ Position _____

Home address _____ City/zip code _____

Home phone _____ School phone _____

E-mail address _____

How many days are you requesting? _____

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

What aspect of this condition requires immediate treatment? _____

If condition is not an accident--

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

(Circle one)

Yes, but it would be a matter of life and death.

Yes, but it would make my life inconvenient.

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

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

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

Requesting Member's Signature

Date

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

Patient's Name _____

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

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

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

Physician's Signature

Date

Physician's Name (Printed)

Phone Number

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

Patient Name: _____

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 were appropriate)

	Patient's Initials
problem list	_____
medication list	_____
list of allergies	_____
immunization record	_____
most recent history and physical	_____
most recent discharge summary	_____
laboratory results	_____
x-ray and imaging reports	_____
consultation reports	_____
entire record	_____
itemized statement of all charges and payments received	_____
sick leave bank physician's statement	_____

I request that a copy of all information provided to the individual or organization in #7 below also be provided to _____

This authorization is for release of records, only, and specifically does not allow discussion, verbally or in writing, with any individual, organization or representative thereof listed in #7.

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

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

For the purpose of: **determining eligibility of request**

I understand I have the right to revoke this authorization at any time. I understand if I revoke this authorization I must do so in writing and present my written revocation to the health information management department. I understand the revocation will not apply to information that has already been released in response to this authorization. If I fail to specify an expiration date, event or condition, this authorization will expire in six months.

A photocopy of this authorization shall be as valid as the original.

I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I need not sign this form in order to assure treatment. I understand I may inspect a copy of the information to be used or disclosed as provided in CFR 163.524. I understand any disclosure of information carries with it the potential for an unauthorized redisclosure and the information may not be protected by federal confidentiality rules. If I have questions about disclosure of my health

information, I can contact my attorney.

Signature of Patient or Legal Representative

Date

If Signed by Legal Representative, Relationship to Patient

Signature of Witness

GRIEVANCE PROCEDURE

1. Grievance Defined. A grievance is defined as a concern expressed by an employee that there has been a violation by the administration of [A] an express provision of these personnel policies; [B] a federal or state law or regulation; or [C] some other express term or condition of the employee/grievant's employment. Terminations of contracts for cause, suspensions because of a belief that cause for termination exists, and non-renewal of contracts are governed by statute with appeal provisions. Therefore, this grievance procedure does not apply to those job actions. However, other disciplinary actions, including disciplinary suspensions without pay, are subject to this grievance procedure. This grievance procedure shall be the exclusive remedy for any employee alleging a violation by the school district that may be the subject of a grievance under this procedure. A group of employees with the same concern about a school district violation may be parties to a single grievance.

2. Step One. Informal Resolution. Grievances or other differences between employees and the administration are frequently the result of mistakes or misunderstandings. Accordingly, while not a mandatory condition of appealing to the superintendent, an employee should always attempt to resolve any grievance (as well as any other difference not within the definition of a grievance) by first bringing it to the attention of the building principal or equivalent immediate supervisor. This may be done in writing, but there is no requirement of a writing as there is with the following steps of the grievance procedure. **INFORMAL AND DIRECT RESOLUTION OF ALL GRIEVANCES AND OTHER DIFFERENCES IS STRONGLY ENCOURAGED BY THE SCHOOL DISTRICT.** If the grievance is not resolved to the satisfaction of the employee *it must be*

reduced to writing and appealed to the superintendent as described in Step Two. Employees are cautioned that certain time limitations on the employee's right to file a written grievance (appeal) to the superintendent, and eventually on to the school board, begin to run on the date the event about which you complain occurred. This means if an employee complains and nothing is done, and the employee does not file a written grievance (appeal) to the superintendent within the time provided, it will be presumed the employee accepted the supervisor's answer and the right to appeal by filing a written grievance will be foreclosed. So if an employee who is not satisfied with administration position or interpretation must either file a written grievance within the time limit stated in Step Two, or obtain a written extension of time under paragraph 9 of this grievance procedure, or lose the right to proceed further under the grievance procedure.

3. Step Two. Appeal To Superintendent. To appeal a concern (grievance) to the superintendent it must be reduced to writing on the approved form and signed by the aggrieved employee or employees. The grievance shall in all cases briefly state three things: [A] the facts alleged to give rise to the grievance; [B] the specific provisions of the personnel policies alleged to have been violated, or the specific federal or state law or regulation alleged to have been violated, or the other term or condition of employment alleged to have been violated; and, [C] the relief requested by the employee. **The written grievance shall be submitted to the superintendent within ten (10) school days of the occurrence of the event or transaction giving rise to the grievance. All grievances not so submitted within ten (10) school days after actual or constructive notice of the occurrence of the event or transaction giving rise to the grievance shall be deemed waived,** except that an employee on an excused absence at the time of the event or transaction giving rise to the grievance shall have ten (10) school days after returning to work to file a grievance.

Grievance Meeting. The superintendent, or his designee, should meet with the

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

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

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

4. Appeal to School Board. If the grievance is not resolved by the Step Two answer it may be appealed to the Board of Education (school board) in the following manner: The employee/grievant shall write "I appeal" on the face of the second step answer, sign that notation, and present it to the superintendent within ten (10) school days from the employee's receipt of the second step answer. Any second step grievance not so appealed shall be deemed resolved in the manner specified in the Step Two answer. The superintendent shall upon receiving an appeal

immediately mail or otherwise deliver a copy of the grievance, answer, and appeal to each board member. A hearing before the school board on the grievance appeal shall be held at the next regular school board meeting, unless the parties agree to a different date. The administration and employee/grievant are urged to agree upon a time and date for a special board meeting for the grievance hearing to avoid the conflict between the regular business agenda and the grievance hearing.

5. Representation. The administration may be represented by an attorney or other designee of the superintendent. The employee may be represented by any adult other than a member of the employee's immediate family. As soon as a decision on representation is made by any party that party shall identify the representative to the other party, or to the other party's representative.

6. Proceedings Before the School Board. A member of the school board will be designated as presiding officer and shall make all rulings and otherwise control the proceedings. The hearing shall be open or closed to the public at the discretion of the employee, provided that if there are multiple grievants the hearing will be open unless all grievants join in the request a closed hearing. If the hearing is closed the proceedings shall be considered as a personnel hearing for purposes of Freedom of Information Act requests. If an open hearing is requested it shall be considered an open school board meeting for FOIA purposes. If testimony is to be elicited in an open hearing from a student under the age of 18, that witness' testimony can be closed to the public at the request of either the student or the student's parent or guardian. The rules of evidence are not to be applied, except that the presiding officer is empowered to make exclusionary rulings on proffered evidence found to be immaterial, irrelevant, or not germane to the grievance, The administration shall, and the employee/grievant may, present a written statement of position in advance of the hearing. A copy of anything submitted to the board in advance of the hearing will be

served on the other party. The grievance hearing shall be in the nature of an evidentiary hearing with the parties permitted to present unsworn live witnesses call witnesses. Testimony by written statement is also permitted provided the statement has been served on the other party in advance of the hearing. There is no requirement that a transcript be maintained, but either party may at that party's expense employ a court reporter to make a transcript; provided that a party employing a court reporter will be obligated at the request of the other party to have the proceedings transcribed and furnish the other party a free copy of the transcript. There will be no opening statements other than to comment on the written position statements submitted to the board. Thereafter the order of proceeding shall be administration case-in-chief, employee/grievant case-in-chief, administration rebuttal. The administration will be responsible for preparing forms with which the school board will express its decision.

7. Decision of the School Board. Regardless of the hearing being open or closed to the public, the school board may deliberate the grievance in a closed session with only board members present. However, the board must return to the open or closed and make its decision on the grievance by motion and vote. The decision will be by majority of the quorum. It shall be expressed in writing on the forms furnished by the administration, subject to being modified as necessary. The school board's decision shall be to sustain the administration and deny the grievance, grant the grievance, or modify the administration position by sustaining the administration in part and upholding the grievance in part. A majority of the quorum must vote in favor of modifying the administration position, or upholding the grievance, or the grievance will be deemed denied. The decision of the school board on grievances shall be final and binding.

8. Discrimination Complaints. Any alleged violation of the district's policy prohibiting discrimination on the basis of race, color, religion, sex (including complaints of sexual harassment), or national origin must be brought to the attention of the superintendent of schools by the

complainant as soon as possible. If the complaint involves allegations against the superintendent, or allegations that the superintendent has refused to act on a discrimination complaint against another employee, it must be brought to the attention of the president of the Board of Education. This provision applies to any complaint or grievance that an employee suffered adverse job action or a hostile employment environment on account of race, color, religion, sex, or national origin.

9. Time Limits. Time is of the essence in this grievance procedure and the times for filing a grievance and answering are to be strictly construed. However, the time limit for initially filing a grievance can be extended by the mutual agreement of any building principal or the superintendent, on the one hand, and the employee, on the other hand, which agreement must be in writing. The time limit for appealing the superintendent's second step answer, or failure to timely answer, to the school board can be extended by the mutual written agreement of the superintendent and the employee.

**CAMDEN FAIRVIEW PUBLIC SCHOOLS
EMPLOYEE GRIEVANCE REPORT FORM**

STEP 1

From: _____, Grievant

To: _____, Principal/Supervisor

Date of event or transaction: _____

Date of formal grievance: _____

Description of happening: _____

Personnel Policy/Policies violated: _____

Relief requested: _____

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

Grievant's Signature

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.