

General Section Policies

The Board of Education is required by law to establish personnel policies within the School District. Said policies shall be filed, along with an affidavit signed by the President of the Board attesting compliance with state law requiring personnel policies, with the Chairman of the State Board of Education.

All personnel policies adopted by the Board shall be given to each teacher or administrator employed for the first time by the School District. Any amendments to the personnel policies shall also be given to all personnel within thirty (30) days of approval by the Board.

The Board shall provide for a Committee on Personnel Policies, as composed by law, to annually review the personnel policies of the Board to determine if additional policies or amendments to existing policies are needed. The committee may propose new policies or amendments to existing policies.

The Board shall consider and adopt, reject, or refer back to the Committee for further study and revisions any proposed policies or amendments that are submitted to the Board for consideration. (Ref. 6-17-205)

Equal Opportunity Employment

In accordance with the guidelines of Title VI, Section 601, Civil Rights Act of 1964, Title IX, Section 901, Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, the Kirby School District assures that no person shall, on the basis of race, color, creed, religion, sex, age, handicap, national origin or similar personal distinction be denied the benefits of, or be subjected to discrimination in regard to employment, retention, promotion, transfer or dismissal in any educational program or activity which is under the jurisdiction of the Board. The superintendent shall be the equity coordinator. Inquiries concerning application of the equity policy may be addressed to the superintendent of Kirby School District.

Employment Criteria

The Board of Education adheres to the policy that the selection, transfer, promotion, demotion, and dismissal of professional personnel in the School District shall be made without regard to race, creed, color, national origin, religion, sex, age, handicap, or other similar personal distinction. The following objective and subjective criteria shall be used in selecting new professional personnel and in transferring, promoting, demoting, and dismissing professional personnel:

Objective Consideration

A. Instructional Personnel

1. Type of certificate
2. Number of years of experience
 - a. Teaching profession
 - b. Grade, subject, or position
 - c. System
3. Degree of degrees held (transcript required)
4. Endorsement in subject area
5. Number of hours beyond degree
6. Number of hours of voluntary participation (in-service, workshops, seminars, etc.)

7. Related occupational experience
- B. Administrative Personnel (In addition to the criteria listed in I above, the following criteria shall apply to the selection of administrative personnel.)
 1. Number of years of administrative experience
 - a. In district
 - b. In other district
 2. Classification of school in which experience was attained

Subjective Consideration

- C. Past Performance
- D. Ability
- E. Leadership
- F. Personality

The Board of Education shall establish procedures by which subjective criteria will be implemented.

Drug Free Workplace

The purpose of this policy is to comply with the Drug Free Schools and Communities Act of 1989 and Amendments to that Act. This policy is applicable to all employees of Kirby Public Schools. All employees are to be made cognizant of this policy and are required to sign an acknowledgement form (**Appendix A**) and return it to the administrative office.

The Kirby School district strongly believes that it is committed to providing a drug free environment for the health and safety of its employees and thereby displays an example for students to follow. Drug use and abuse during working hours are subject to immediate concern and action. Therefore, the policy of the Kirby School District emphasizes that the unlawful use of, manufacture of, distribution of, possession for the sale of, alcohol or a controlled substance on school property or at school related activities is prohibited. Any employee who gives, or in any way, transfers a controlled substance while on District premises or school functions, will be subject to discipline, up to and including termination and referral for prosecution.

Employees are encouraged to seek treatment and/or counseling for any drug problems they may have. The District will assist its employees in obtaining treatment and /or counseling. Employees voluntarily requesting assistance will not have their employment jeopardized by the request. However, a request for assistance by an employee, after violating this regulation, will not affect the imposition of disciplinary action. It is the responsibility of the employee who is charged with a violation of any State or Federal criminal drug statute while in the workplace or performing job related duties, to notify the District of that fact no later than five (5) days after being charged.

As a condition of employment involving any Federal Government contract, the law requires all employees to abide by this policy. Nothing in this regulation shall limit the District's right to discipline, up to and including termination of any employee, for off-duty or off-premises drug activity.

Personnel Policies Committee

The District shall have a personnel policies committee consisting of no fewer than five (5) classroom teachers and no more than three (3) administrators, provided that the classroom

teacher members shall be elected by a majority of the classroom teachers employed in the district, by secret ballot in an election conducted by the teachers.

The personnel policies committee shall organize itself in the first quarter of each school year, elect a chairman and secretary, and develop a calendar of meetings throughout the year to review the district's personnel policies. Minutes of the meetings shall be promptly reported and distributed to members of the Board and posted in the buildings of the district. New policies or amendments to existing policies by the Board shall be submitted to the committee at least five (5) working days before presentation to the Board.

The Board of Directors may adopt, reject, or refer back to the policies committee for further study, any proposed policies or amendments to existing policies. (Ref. 6-117-205)

The chair of the committee or a committee member designated by the chair, will have the opportunity to orally present the committee's proposed policies or amendments to existing policies, the Board of Directors, providing that a request for the presentation has been made at least five (5) working days prior to the Meeting.

Employee Grievances

Definitions

A. Grievances are a claim or dispute concerning the interpretation, application, or claimed violation of the personnel policies of the School District. Other matters for which other means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. A grievance does not include matters involving the Board of Education's right to establish educational policy and prescribe rules and regulations for the conduct and management of the schools.

B. Employees covered by this procedure shall mean permanent employees of the Board of Education.

C. Immediate Supervisor is that employee possessing administrative authority to direct the activities of the grievant.

Procedure. All grievances shall be handled in accordance with the following procedure:

D. Step 1. Any employee shall promptly present to the employee's immediate supervisor, the grievance, in writing, on the Board of Education prescribed forms (Appendix B). Such notice shall be presented not later than five (5) working days after the date on which the alleged grievance occurred. The employee and his/her immediate supervisor shall make a proper disposition of the grievance and shall reply to the employee in writing on Board of Education prescribed forms within five (5) working days following the date of submission. If the grievance is not submitted within the time prescribed, the employee shall be deemed not to have any further right with respect to said grievance.

E. Step 2. In the event the employee wishes to appeal the decision at Step 1, the appeal must be presented in writing on forms prescribed by the Board of Education, to the Superintendent. Such appeal shall be presented within five (5) working days of the receipt of the Step 1 decision. Such appeal shall contain a statement of the grievance, and specific references to the section of the District's personnel policies which the employee claims to have been violated. A copy of the Step 1 decision will also be submitted to the Superintendent. The Superintendent shall schedule a meeting with the employee within ten (10) working days to attempt to resolve the grievance. At this conference, the employee may appeal alone or may be

accompanied by any fellow employee of his/her choice. Notice of the conference will be given to the employee and to the individual who rendered the Step 1 decision. The Superintendent shall issue a written decision within ten (10) working days after the conference with the employee. Unless the grievance shall be so appealed, it shall be deemed to have been settled and the employee shall have no further right to said grievance.

F. Step 3. In the event the employee wishes to appeal the decision at Step 2, the appeal must be presented to the Superintendent as Ex Officio member of the Board of Education within five (5) working days of the receipt of the Step 2 decision. A copy of the Step 3 appeal, together with copies of the grievance, the Step 1, and Step 2 decisions, and the name of the representative of the employee, if any, must simultaneously be submitted to the Superintendent. The employee's appearance to present his/her appeal before the Board of Education will be scheduled in accordance with regular procedures adopted by the Board. The employee may appeal alone at this conference or be accompanied by counsel of his/her own choice. The Board shall issue a written decision within thirty (30) days after the conference with the employee.

Professional Development Opportunities

The Board of Education requires the development and implementation of a comprehensive program for the continuing education of professional employees. The program shall be cooperatively developed through the desires and recommendation of teachers and administrators, and shall be consistent with mandates of the Department of Education. Attendance of professional personnel at institutes and/or training programs may be required by the Board of Education. All certified staff of Kirby Public School shall complete 60 required and approved hours of professional development each year, six of which will be in the field of technology as set forth by the Rules and Regulations of the Arkansas Department of Education and subsequent laws relating to Professional Development. A three-hour college credit course counts as 15 hours of professional development. No more than half of the required 60 hours of professional development hours may be met through college credits. (6-15-1001 thru 6-15-1006)

Professional Leaves and Absences

The Board of Education authorizes the Superintendent of Schools to grant professional personnel time to engage in educational activities related to the goals and needs of the School District without pay deductions. The number of such absences shall be limited to two weeks, unless, at the discretion of the Superintendent, an extension is approved. (Ref. Ark, Stat. Ann. 80-213, 80-509, 80-1218, Act 724, 1989)

Staff-Student Relationship

All staff members will maintain a professional demeanor at all times when dealing with students. This will at most times be manifest as an adult-child relationship that will provide guidance for the student.

The Board of Education advises strongly against School District personnel developing close relationships with students.

Staff Conflict of Interest

The Board of Education prohibits School District employees from engaging in additional employment or any other personal pursuits that would affect their efficiency or usefulness as

employees in the District, that would make time and/or energy demands upon such individuals which could interfere with their effectiveness in performing their contractual obligations to the Board, that compromise or embarrass the School District, that would adversely affect their School District employment status or professional standing, or that would in any way conflict with or violate professional ethics.

Employees shall not engage in any other employment or in any private business during the hours required to fulfill assigned educational duties.

The Superintendent or Board may require, from any full-time employee, a written description of other employment, hours, and number of days involved.

Staff Community Activities

1. Participation in Community Activities

While the Board of Education realizes the primary responsibility of a teacher is with the education of young people, teachers and other staff members should be constantly aware of the part good public relations plays in the implementation of an effective education program.

Good communication with parents and other citizens of the District is essential for a smoothly functioning organization.

2. Political Activities

The Board of Education prohibits employees from engaging in political activity, which materially interferes with or substantially disrupts the educational process in the School District.

Assemblies, school classes, and materials and equipment shall not be used for partisan political pursuits.

3. Public Appearances

The Board of Education prohibits School District employees from engaging in public appearances that would affect their efficiency or usefulness as employees in the District, that would make time, or energy demands upon such individuals which would interfere with their effectiveness in performing their contractual obligations to the Board, and that would compromise or embarrass the School District.

4. Parent/Teacher Conferences

Each teacher is required to communicate personally with the parent(s) or guardian(s) of each student during the school year, to discuss the student's academic progress. More frequent communications with the parent(s) or guardian(s) of those students not performing at the level expected for their grade is also required. Elementary school teachers shall meet with the parent(s) or guardian(s) of each student at least once a semester through a parent-teacher conference or a home visit. If a student is to be retained at any grade level, notice of retention and the reasons for retention shall be communicated promptly in a personal conference.

Solicitations by Staff Members

The Board of Education prohibits any employee of the School District from directly or indirectly reaping personal profit or reward from the sale or purchase of goods or services to students in the School District or to parents of such students during the hours required for fulfilling assigned educational duties.

Gifts to Staff Members

Any giving of gifts by students to school personnel shall be done on a purely voluntary and personal basis.

Personnel Records

The Board of Education shall require complete and current personnel records on all employees.

All information contained in an employee's records shall be considered confidential and shall not be transmitted to other persons or agencies without written approval by said employee, or as subpoenaed by legal authorities.

It shall be the responsibility of each employee to insure that his/her Central Office and local school personnel files are complete and current in compliance with established Board procedures. The personnel file of each employee shall be available for inspection and copying at the employee's expense. When information pertinent to performance, whether of a positive or a negative nature, is entered in an employee's personnel file, the employee will be given a copy and will be asked to indicate his/her receipt of the copy by his/her signature. The employee may submit for inclusion in the file, written information in response to any of the information contained in the file.

Salary Deductions

Salary deductions, which are considered statutory, shall be deducted in accordance with applicable laws and regulations.

The Board of Education may authorize voluntary deductions. The employee shall sign annually, a form authorizing all voluntary payroll deductions and verifying knowledge of all Board regulations governing these deductions.

Staff Rights and Responsibilities

The Board of Education recognizes that each employee has the same civil and constitutional rights as any other citizen. Such rights shall be respected at all times, but shall be restricted if their exercise materially interferes with the educational process. No other rights and responsibilities shall be afforded staff members unless specifically incorporated in the contracts of employment entered into between the Board of Education and the employee.

Staff Dress

As in other aspects of demeanor, a teacher's mode of dress should be an example for students. Choice of clothing should reflect the teacher's professional role as a leader within the school and community.

Compensation Guides and Contracts

The Board of Education shall enter into contracts of employment with teachers and other personnel. The salary of personnel shall be in accordance with the Board's salary schedule determined by certification, experience, and/or any other criteria approved by the Board in keeping with the laws of the state. (**Appendix C**)

The contract shall fix the term of employment and the compensation to be received. Any change in employment status, term of employment or compensation paid shall require the execution of a new contract.

Qualifications and Duties

The Board of Education requires that each professional employee in the School District hold a degree from an accredited college or university.

Each professional employee shall hold a current and valid Arkansas Teacher's Certificate, which shall be on file in the office of the Superintendent.

If a teacher subsequently receives a higher certificate after the beginning of the instructional year, the salary increase shall become effective the following school year.

A teacher must fulfill the continuing education requirements set forth by the Board during his/her term of employment.

Job descriptions are to be made available to all personnel and are on file in the central office.

Assignment of Duties

The Board of Education authorizes the Superintendent to assign all teachers, professional and other employees of the Board to their respective positions upon employment.

A notice of all positions that are open shall be sent to principals to be posted in the general office and in faculty workrooms of all school buildings. Positions will not be filled prior to posting of vacancies.

Personnel desiring a transfer must give written notice. Such application shall remain effective for the following school year.

Personnel seeking to change positions within a school shall be given due consideration, providing their qualifications are essentially the same as the qualifications of new applicants.

Prior to a reassignment being made, a conference will be held with the employee to discuss the need for the change.

Notice of reassignment shall be given as soon as practical.

Professional Personnel Orientation

The Board of Education recognizes the importance of an organized system-wide orientation program for all teachers new to the School District each school year, and directs the administration to plan and implement an orientation program in accordance with legal and other requirements.

Probationary Staff Members

The Board of Education shall require, in accordance with statutory provisions, each teacher to serve a probationary period of three (3) successive years of employment in Arkansas Public Schools and one (1) additional year upon entrance to the School District by vote of the School Board. During the probationary period, the Superintendent may recommend to the Board

non-renewal of a probationary teacher's contract. A copy of the non-renewal recommendation shall be sent to the teacher by certified or registered mail, return receipt requested. Said notice shall be sent no later than May 1.

The Board shall act on the recommendation and the Superintendent shall notify the probationary teacher, by certified or registered mail, the decision of the Board.

Supervision

The Board of Education is vested with the general administration and supervision of the School District. Actual supervision, administration and maintenance of the District are delegated to the Superintendent of Schools, as the executive officer of the Board.

Evaluation Plan

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

Each teacher in the School District shall be evaluated annually in a manner in accordance with state mandated regulations. The evaluation program criteria and procedures for conducting evaluations shall be established in accordance with state law.

Suspension

The Board of Education may suspend any person in its employment when the Superintendent has reason to believe that cause exists for such suspension when the interests of the School District so dictate.

The Superintendent has authority to temporarily suspend school personnel when, in his opinion, the circumstances necessitate immediate action. The salary of a suspended teacher shall cease as of the date the Board sustains the suspension. If sufficient grounds for termination or suspension are not found, the teacher shall be reinstated without loss of compensation.

Charges shall be stated in writing and the employee so charged shall be given an opportunity to be fully and impartially heard by the Board by request made in writing within thirty (30) days of notice of termination or suspension.

Notice of the charges against him/her and the opportunity for a hearing shall be served upon the employee by registered mail by the Superintendent. The hearing shall be held not less than five (5) days nor more than ten (10) days after receipt of written request by the Board, unless mutually agreed upon by the Board and employee for some other date.

Personnel, who are subsequently dismissed as a result of a hearing for cancellation on an employment contract after having been suspended, shall not receive compensation for the period of such suspension.

Staff Reduction in Force

The Board of Education shall have the authority to terminate, demote, or reassign personnel within the school system, at times when reduction in staff becomes necessary. Such reduction in staff shall be implemented in times of financial limitations, declining enrollment, closing of facilities, or other serious and legitimate business and legal reasons, as approved by

the Board of Education. Prior to any staff reduction, normal attrition, voluntary retirement, and other voluntary leaves of absences shall be considered.

When reduction in personnel becomes necessary, the Board shall adopt a plan upon the recommendation of the Superintendent, of the organizational categories and/or personnel positions to be reduced. Such a plan for reduction in personnel shall be in accordance with statutory requirements and/or Board policies.

When staff reduction becomes necessary, consideration will be given to the following factors:

1. Performance
2. Ability and Skill
3. Seniority (time employee has worked for District, (approved 6-9-81)

Should two (2) or more employees have equal ability, skill, and performance, seniority shall govern which employee shall be retained. Should there be a difference in performance, ability, and skill between two (2) or more employees, sufficiently greater in the judgment of the supervisor to outweigh seniority—performance, ability, and skill shall govern. The same factors shall govern restoration of forces.

The Superintendent shall be responsible for establishing administrative regulations and procedures for implementing the Board's reduction in staff adopted plan. Such procedures shall not prevent the administration from fulfilling the minimum desegregation requirement as set forth by federal and state court decisions or legislation.

Working Conditions

The Board of Education shall establish policies pertaining to the working conditions of the personnel. Such policies may include, but are not limited to, the following: health examinations of personnel; workloads for particular individuals; expenses for school-related work; non-school employment such as consulting or tutoring for pay; professional leaves and absences; personal leaves and absences, such as those necessitated by emergencies, by illnesses, by pregnancies, by military service, by religious preference, by bereavement, by legal reasons or by vacations.

Health Examinations

Every newly hired public school employee within this state, prior to beginning employment each school year, shall present to the secretary of the Board of Directors of the employing district a certificate of health dated not more than ninety (90) days prior to the date of its presentation stating that the employee is free from tuberculosis. (Ref. 6-17-101)

Attendance

All teachers will be expected to observe the following policies concerning school attendance and meetings:

- The teachers should arrive at school early enough each morning to be in the classroom prior to the first bell. It is recommended that the teacher arrive ten (10) minutes prior to the first bell except on duty morning and then arrival should be fifteen (15) minutes before the bell.
- All teachers are required to be at their teaching stations from 8:00 a.m. until the last bell of the day.

- When absent from duty due to illness, the teacher should notify the principal as early as possible so that a substitute may be called as temporary replacement.
- In the event it becomes necessary for a teacher to leave the school campus, consent must be given by the school administration.
- The school year shall consist of nine school months or a minimum of 178 teaching days, exclusive of holidays, and ten (10) in-service workshops and two (2) parent/teacher conference days. Each school year shall be divided into two (2) terms or semesters of approximately eighteen (18) weeks each. The current school calendar will be incorporated into this policy as **Appendix D**.

Work Load

Workloads for personnel shall consist of all duties and responsibilities outlined in respective job descriptions and all other duties that may be assigned by the administration.

Staff Meetings

Teachers are required to attend promptly, all staff meetings and workshops arranged by the administration, unless they have been excused.

It is unprofessional for a teacher to relate to anyone, private information obtained from conversations with administration, other teachers, or in staff meetings.

Extra Duty

There are many duties and activities associated with the operation of school functions which are not directly related to the teachers' academic duties of the classroom. However, these duties and activities are essential to the student's broad base of school experience and in developing well-rounded citizens. The assignment of extra-curricular duties is considered a part of the teacher's workload and should be performed with responsibility. The principal in each building shall assign duty and activity assignments, such as noon, hall, grounds, and ball game duty, and class sponsors. Volunteers will fill club sponsorships assignments; however, if there is no volunteer the principal may assign the duty. In accordance with Arkansas law 6-17-204 the District shall adopt a supplemental salary schedule for duties in addition to certified employee's regular teaching assignment (**Appendix C**). Extra assignments should be assigned and accepted on as equitable a basis as possible.

Each certified school employee shall be provided at least a thirty-minute uninterrupted duty-free lunch period for a minimum of eighty (80%) of the student contact days. (6-17-111)

If additional days are added to a teacher's contract or if the teacher is required to work more days than provided for under the teacher's contract, then the teacher's pay under the contract shall be increased proportionately so that the teacher will receive pay for each day added to the contract or each additional day the teacher is required to work at no less than the daily rate paid to the teacher under the teacher's contract. (6-17-114)

Each classroom teacher employed by the District will be provided a minimum of two hundred (200) minutes each week of scheduled time for conferences, instructional planning, and preparation. Such planning time will be in increments of no less than forty (40) minutes. (6-17-114)

Expenses

The Board of Education authorizes the reimbursement of professional personnel for travel expenses incurred as a requirement of their jobs. Reimbursement may be made for travel, which is at the request of, or has received prior approval from, the Superintendent and said employee's immediate supervisor. Such reimbursement for travel in a privately owned vehicle shall be at a rate of 40 cents per mile. The district will reimburse for one vehicle for each four (4) persons attending the same event. The district will reimburse at a rate of \$25.00 per day for meals. Meal receipts must be attached to the travel form. The district will reimburse actual expenses for lodging when overnight accommodations are necessary. A hotel/motel receipt must be attached to the travel reimbursement form. Note: This policy does not permit any traveler to claim reimbursement for personal entertainment, flowers, valet service, laundry and dry cleaning, and other similar personal expenses.

Prior approval for all travel and other expenses shall be obtained before any travel and/or other expenses will be reimbursed.

Costs for purchases made on behalf of the School District, without prior approval and a purchase order number could be borne by the purchaser.

Each pre-kindergarten through sixth grade teacher in each fiscal year will be provided at least twenty dollars (\$20) per student or five hundred (\$500) per classroom to purchase related commodities for use by that teacher in his or her classroom or for class activities. The board of directors will adopt reasonable procedures for teachers to draw from or be reimbursed from the discretionary fund pursuant to this subsection. (6-21-303 (b) (c).

Personal Leaves and Absences

Emergency and legal. Jury duty or court appearance shall be defined as any duty for which a subpoena is issued by a Federal, State or Local Court. Any teacher subpoenaed for duty or court appearance, which prevents the accomplishment of regularly assigned responsibilities, shall be entitled to a temporary leave of absence without loss of pay or leave benefits.

Illness or bereavement. The Board of Education shall grant to every teacher in the School District, sick leave at full pay at a rate of one day per month or major portion thereof, that the teacher is contracted.

Teachers shall be entitled to take sick leave for personal accidental injury, illness, pregnancy, or accidental injury or illness in the immediate family. (Immediate family shall be defined as spouse, child, parents, siblings, grandparents, and corresponding in-laws).

Unused sick leave may accumulate to a maximum of ninety (90) days for nine-month employees, one hundred days (100) for ten-month employees, one hundred ten (110) days for eleven-month employees and one hundred twenty (120) days for twelve-month employees.

Each teacher shall receive payment at the end of each school year at the rate of the current rate of substitute teacher pay per day beyond the ninety (90) accumulated days for nine-month employees, one hundred (100) days for ten-month employees, one hundred ten (110) days for eleven-month employees, and one hundred twenty (120) days for twelve-month employees.

Upon retirement from the Kirby School System, teachers with at least five (5) years vested in the school system will be paid the equivalent of substitute pay for all accumulated sick leave days, up to ninety (90), one hundred (100), one hundred ten (110), or one hundred twenty days (120), dependent on contract length, by June 30 of their year of retirement.

Sick leave may be taken in quarter day. $\frac{1}{4}$ day is 1.75 hrs., $\frac{1}{2}$ day is 3.5 hrs., $\frac{3}{4}$ days is 5.5hrs. and a full day is 6.5 hrs.

The Superintendent may require a statement from a medical doctor or other acceptable proof that the teacher was unable to work, to the end that there will be no abuse of sick leave privileges. The Superintendent may require a physician's verification of sick leave when absences exceed four (4) continuous days or when absence indicates need for verification.

Upon proper verification in writing of previous employing Board of Education, a teacher employed by the Board may transfer up to ninety (90) days of sick leave from another School District in Arkansas.

Teachers shall be granted up to three (3) days each year for bereavement, for each death of a member of the teacher's immediate family. The immediate family shall be defined as spouse, child, parent, siblings, grandparents, and corresponding in-laws. The teacher may use one (1) of the days to attend the funeral of someone other than the immediate family.

Bereavement Leave shall not be cumulative. The teacher must notify the administration immediately when Bereavement Leave is to be taken.

Bereavement Leave may be taken in quarter day.

Military leave. Military leave will be granted at the minimum rate and condition established by law. (Act 586, 1989)

Professional leave of absence. The Board of Education may grant a leave of absence for professional personnel for a period of one year. `

Leave of absence for personal injury from assault or other violent criminal act. (a)(1)(A) Whenever a schoolteacher is absent from his or her duties in a public school as a result of personal injury caused by either an assault or a criminal act committed against the teacher in the course of his or her employment, the teacher shall be granted a leave of absence from school with full pay for up to one (1) year from the date of the injury. (B) Teachers who suffer personal injury while intervening in student fights, restraining a student or protecting a student from harm shall be considered to be injured as a result of an assault or a criminal act. (2) The leave of absence for personal injury from an assault or a criminal act shall not be charged to the teacher's sick leave authorized under this subchapter. (Ref 6-17-1209, 2001)

Personal leave. Certified personnel will be authorized personal leave in accordance with the following procedure.

- The staff member may take up to two days at full pay. Upon using the third day, the staff member will be charged for three days used and each day thereafter up to five days. The charge will be the current substitute teacher's pay.
- Personal leave may be taken in one quarter day.
- Personal leave may be used for business affairs that require the personal attention of the staff member. Staff members may use personal leave as sick leave only if all sick leave has been used.
- Personal leave days should be arranged far in advance and should meet the approval of the building Principal.

Sick Leave Pool

The Board of Education will permit a voluntary contribution of sick leave into a pool, which may be drawn from by certified staff participating. Each new participant will transfer a maximum of five (5) days into the pool. Once days are transferred, they may not be retracted. Participants must commit to the pool by August 31 of the school year they elect to enter the pool. Any single participant per year may withdraw a maximum of twenty (20) days from the pool, once they have depleted their own sick leave. If the total pool sick days fall below twenty (20) the Superintendent will call an emergency meeting of all pool participants. Pool participants will then take necessary actions to rectify the shortage.

Vacations

All personnel employed on a twelve (12) month contract earn vacation time as set by the Board of Education. Such vacation shall not be allowed during the time that schools are in session, unless approved by the Board.

If an employee has been employed for less than twelve (12) months, then accrued vacation time must be apportioned accordingly.

Substitute Teachers

The School Principal will select and contact substitute teachers, when a substitute is needed. Substitute teachers will be selected from an approved list. Selection will be based upon the school's need and substitute's talents and abilities. Substitute teacher pay will be determined by the Board of Education and will be periodically reviewed by the Board of Education.

Substitute teachers will be expected to follow plans provided by the classroom teacher and the directions of the School Principal.

Professional Associations

The Board of Education encourages the Superintendent and other employees to join or enroll in such associations or other organizations to benefit from the shared knowledge of these organizations. Publications received from these organizations should be made available for other staff members for their information.

Sexual Harassment

Sexual harassment is a form of employee misconduct that undermines the integrity of the employee relationship. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures. Sexual harassment does not refer to occasional compliments. It refers to behavior that is not welcome, that is personally offensive, that debilitates morale, and that therefore interferes with the work effectiveness of its victims and their co-workers. Sexual harassment may include actions such as:

- Verbal sex-oriented "kidding" insults, or subtle pressure for sexual activity.
- Physical contact such as patting, pinching, or constant brushing against another's body.
- Demands for sexual favors, accompanied by implied or overt promises of preferential treatment or threats concerning an individual's employment status.

Sexual harassment is a prohibited personnel practice when it results in discrimination for or against an employee on the basis of conduct not related to work performance, such as the taking or refusal to take a personnel action, including promotion of employees who submit to sexual advances or refusal to promote employees who resist or protest sexual overtures. It is possible for sexual harassment to occur at three (3) levels: among peers or co-workers, between supervisors and subordinates, or imposed by non-employees. Individuals who experience sexual harassment from coworkers or others should make it clear that such behavior is offensive to them and may file a written complaint with the complaint officer who has been designated by the Superintendent. In fulfilling our obligation to maintain a positive and productive work environment, the Board and District officials will make every attempt to halt any harassment of which they become aware by calling attention to this policy or by direct disciplinary action, if necessary.

A form of sexual harassment that may be more difficult for employees to cope with occurs when supervisors offer or threaten to use the power of their position to control, influence, or affect the career, salary, or job of another employee (or prospective employee) in exchange for sexual favors. Individuals who instigate this type of harassment will be subject to disciplinary action, including suspension, demotion, or removal. (Legal Reference, Title VII of Federal 1964 Civil Rights Act) **Appendix A**

Appendix A

Drug Policy Acknowledgement Form

I, _____, an employee of Kirby Public Schools, hereby certify that I have received a copy of the District's policy regarding the maintenance of a drug-free workplace. I am aware that the unlawful manufacture, distribution, sale, possession of use of alcohol or a controlled substance on Kirby Public School property, or at a school related activity, is prohibited. I am also aware that violation of this policy will subject me to discipline, up to and including, termination.

I realize that as a condition of my employment in this school district, I must abide by the terms of this policy and will notify my employer of any criminal drug conviction for a violation occurring in the workplace, no later than five (5) days after such conviction. I further realize that my employer may be required to communicate this conviction to Federal authorities, and I hereby waive any and all claims that may arise for conveying this information to the Federal authorities.

Appendix B

Grievance Form

Date_____

Name_____

Address_____

Phone #_____

Grievance_____

Suggestive Corrective Action_____

Signature of Person Receiving Grievance Form_____

Date_____

Signature of Person Replying to Grievance_____

Date_____

Outcome or Comments on Grievance_____

Appendix C

23
Appendix C
KIRBY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE 2016-17

| Years Experience | Bachelor's Degree | Master's Degree | |
|------------------|-------------------|-----------------|------------------------|
| 0 | \$31,000 | \$35,650 | |
| 1 | \$31,450 | \$36,150 | |
| 2 | \$31,900 | \$36,650 | |
| 3 | \$32,350 | \$37,150 | |
| 4 | \$32,800 | \$37,650 | |
| 5 | \$33,250 | \$38,150 | Board Approved 7-18-03 |
| 6 | \$33,700 | \$38,650 | Revised 9-11-03 |
| 7 | \$34,150 | \$39,150 | Revised 12-11-03 |
| 8 | \$34,600 | \$39,650 | Revised 8-26-04 |
| 9 | \$35,050 | \$40,150 | Revised 6-16-05 |
| 10 | \$35,500 | \$40,650 | Revised 11-10-05 |
| 11 | \$35,950 | \$41,150 | Revised 4-13-06 |
| 12 | \$36,400 | \$41,650 | Revised 5-10-07 |
| 13 | \$36,850 | \$42,150 | Revised 8-19-08 |
| 14 | \$37,300 | \$42,650 | Revised 10-13-11 |
| 15 | \$37,750 | \$43,150 | Revised 5-21-15 |
| 16 | \$38,200 | \$43,650 | Revised 6-16-16 |

INDEXES:

| | | |
|-----------------------|---------------------------|---------------------------|
| 10-month teachers 1.1 | | |
| 11-month teachers 1.2 | X step on salary schedule | |
| 12-month teachers 1.3 | | |
| Elementary Principal | (12 month) 1.506 | |
| High School Principal | (12 month) 1.506 | X step on salary schedule |
| Superintendent | (12 month) 1.922 | |

EXTRA DUTY:

| | |
|--|--|
| Athletic Director | \$1,000 |
| Head Boy's BB/Spring Sports | \$4,500 |
| Head Girl's BB/Spring Sports | \$4,500 |
| Yearbook Sponsor | \$1,500.00/1,000.00 (one sponsor or two) |
| Sr. BETA | \$300/400 (one sponsor or two) |
| Jr. BETA | \$200 |
| Student Council | \$300 |
| Quiz Bowl | \$300 |
| Cheerleader | \$600 |
| NBCT | \$1,000 |
| Speech Path/Psy. Examiner | \$31,224 |
| Planning Period | 1/8 of contract salary |
| Softball | \$500 |
| P.T. Coordinator | \$750 |
| Golf, Archery, Shooting, Chess Coaches | \$300 |
| Elementary Test Coordinator | \$1,000 |
| High School Test Coordinator | \$1,000 |
| Title I Coordinator | \$5,000 |

Mike Putz, President Date
Board Approved June 16, 2016

Angie Turner, Secretary Date

Personnel Policies: Certified Staff | 2016-2017

Appendix D

| August 2016 | September | October 2016 | Notes: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|-----------|--------------|--------|----|----|----|---|--|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--|--|--|--|---|---|---|---|----|---|---|--|--|--|--|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--|---|---|---|---|---|---|---|---|--|--|--|--|--|--|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--|--|--|--|--|---|
| <table><tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr><tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr><tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr><tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr><tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr><tr><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td></tr></table> | S | M | T | W | Th | F | S | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | | | | <table><tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr><tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr><tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr><tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr><tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr><tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td></td></tr></table> | S | M | T | W | Th | F | S | | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | | <table><tr><th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr><tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr><tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr><tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr><tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr><tr><td>30</td><td>31</td><td></td><td></td><td></td><td></td><td></td></tr></table> | S | M | T | W | T | F | S | | | | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | | | | | | August 4th & 8th-11th Teacher Inservice August 15th First Day of school September 5th Labor Day October 14th end of 1st quarter October 20th Parent/teacher conf. October 21st Flex day November 14th -15th Fall Holiday November 21st -25th Thanksgiving Dec. 21st -Jan. 3rd Christmas Break January 4th End of 2nd quarter March 9th End of 3rd quarter March 3rd Winter Break March 16th Parent/Teacher conf. March 17th Flex Day March 20th-24th Spring Break May 25th Last day of school <i>May 26th Inclement Weather Day</i> <i>May 30th Inclement Weather Day</i> <i>May 31st Inclement Weather Day</i> <i>June 1st Inclement Weather Day</i> |
| S | M | T | W | Th | F | S | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 28 | 29 | 30 | 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | | | | 1 | 2 | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 25 | 26 | 27 | 28 | 29 | 30 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| S | M | T | W | T | F | S | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 30 | 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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