

**SOUTH CONWAY COUNTY SCHOOL
DISTRICT**

**100 Baramore Street
Morrilton, Arkansas 72110**

**Certified
Policy
Manual**

**Adopted: June 14, 2004
Revised and Approved: August 8, 2011**

SOUTH CONWAY COUNTY SCHOOL DISTRICT CERTIFIED POLICY MANUAL

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South Conway County School District 2011-2012 Calendar

| August 2011 | | | | | | | |
|------------------------|----|-----|-----|-----|-----|-----|-----|
| | Su | Mon | Tue | Wed | Thu | Fri | Sat |
| 1-5 Prof Dev Days | | 1 | 2 | 3 | 4 | 5 | 6 |
| 15-16 Prof Dev Days | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 17 First Day of School | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| | 28 | 29 | 30 | 31 | | | |

| January 2012 | | | | | | | |
|---------------------------------|----|-----|-----|-----|-----|-----|-----|
| | Su | Mon | Tue | Wed | Thu | Fri | Sat |
| 2-4 Christmas Holidays NOSCHOOL | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Report Cards | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| MLK Day NOSCHOOL | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| | 29 | 30 | 31 | | | | |

| September 2011 | | | | | | | |
|--------------------|----|-----|-----|-----|-----|-----|----|
| | Su | Mon | Tue | Wed | Thu | Fri | Sa |
| | | | | | 1 | 2 | 3 |
| Labor Day NOSCHOOL | 4 | LD | 6 | 7 | 8 | 9 | 10 |
| Interim Reports | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| | 25 | 26 | 27 | 28 | 29 | 30 | |

| February 2012 | | | | | | | |
|---------------------------|----|-----|-----|-----|-----|-----|----|
| | Su | Mon | Tue | Wed | Thu | Fri | Sa |
| | | | | 1 | 2 | 3 | 4 |
| Interim Reports | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 16 Parent/Teach Conf 7-12 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 21 Parent/Teach Conf K-6 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| Pres. Day NOSCHOOL | 26 | 27 | 28 | 29 | | | |

| October 2011 | | | | | | | |
|---------------------------|----|-----|-----|-----|-----|-----|----|
| | Su | Mon | Tue | Wed | Thu | Fri | Sa |
| | | | | | | | 1 |
| 14 End Quarter S42 / T49 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 18 Parent/Teach Conf K-6 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 20 Parent/Teach Conf 7-12 | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 21 Prof Days (NO CLASSES) | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| Report Cards | 30 | | | | | | |

| March 2012 | | | | | | | |
|---------------------------|----|-----|-----|-----|-----|-----|----|
| | Su | Mon | Tue | Wed | Thu | Fri | Sa |
| | | | | | 1 | 2 | 3 |
| | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 6-7 EOC Literacy Grade 11 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 16 End Quarter S50 / T51 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| Spring Break NOSCHOOL | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| Report Cards | | | | | | | |

| November 2011 | | | | | | | |
|------------------------------|----|-----|-----|-----|-----|-----|----|
| | Su | Mon | Tue | Wed | Thu | Fri | Sa |
| Interim Reports | | | 1 | 2 | 3 | 4 | 5 |
| | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 21-22 Prof Days (NO CLASSES) | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| Thanksgiving NOSCHOOL | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| | 27 | 28 | 29 | 30 | | | |

| April 2012 | | | | | | | |
|----------------------------|----|-----|-----|-----|-----|-----|----|
| | Su | Mon | Tue | Wed | Thu | Fri | Sa |
| 2-13 K - 2, 9: NRT Testing | | | | | | | |
| Good Friday NOSCHOOL | 1 | 2 | 3 | 4 | 5 | GF | 7 |
| 9-13 Benchmark Exams 3-8 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 17-18 EOC Geometry Testing | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 24-25 EOC Biology Testing | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| Interim Reports | 29 | 30 | | | | | |

| December 2011 | | | | | | | |
|-----------------------------|----|-----|-----|-----|-----|-----|----|
| | Su | Mon | Tue | Wed | Thu | Fri | Sa |
| | | | | | 1 | 2 | 3 |
| | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 21 End Semester S42/T46 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| Christmas Holidays NOSCHOOL | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| | 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| May 2012 | | | | | | | |
|---------------------------|----|-----|-----|-----|-----|-----|----|
| | Su | Mon | Tue | Wed | Thu | Fri | Sa |
| | | | 1 | 2 | 3 | 4 | 5 |
| 2 EOC Algebra II Testing | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 8-9 EOC Algebra I Testing | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| Graduation | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 25 Last Day S44/T44 | 27 | 28 | 29 | 30 | 31 | | 2 |

Snow days will be made up on May 29, 30, 31 & June 1, 4

3.01 SALARY SCHEDULES

EFFECTIVE: July 1, 2009

- A. Conditions
1. Creditable experience is the total years accumulated within any school district in the State of Arkansas. No credit will be allowed for teaching with less than fully certified qualifications.
 2. Graduate hours must be related to area of certification. Graduate hours that would apply to the Masters Degree plus fifteen hours on the salary schedule must be earned *after* the conferring of the Masters degree.
- B. Salary schedules - Index scales whereby both experience and professional training are recognized.
1. Salary schedules and Index scales for all district employees will be published on the SCCSD website and approved by the Board of Education.
 2. Day-by-day substitute teaching within and outside the South Conway County School District shall not count in evaluating experience for salary.
 3. Experience gained, as an “assigned substitute” teacher in the South Conway County School District will be counted when the district employee becomes eligible for contract based on the regular salary scale.
 4. “Assigned substitute” is defined as any substitute teacher paid on the regular salary schedule.
 5. It shall be the responsibility of the district employee to establish proof of teaching experience outside of the South Conway County School District. A copy of the current salary schedule shall be attached to contracts.
- C. **Alternative Licensure Program, no prior teaching license**
Each employee newly hired by the district to teach under the alternative licensure program (ALP) shall initially be placed on the salary schedule in the category of a bachelor’s degree with no experience, unless the ALP employee has previous teaching experience which requires a different placement on the schedule. Upon receiving his/her teaching license, the employee shall be moved to the position on the salary schedule that corresponds to the level of education degree earned by the employee. Employee’s degrees which are not relevant to the ALP’s position shall not apply when determining his/her placement on the salary schedule. An alternative licensed teacher shall be eligible for step increases with each successive year of employment, just as would a teacher possessing a traditional teaching license.
- D. **Licensed employee, seeking additional area or areas of licensure**
Licensed employees who are working on an ALP to gain licensure in an additional area are entitled to placement on the salary schedule commensurate with their current license, level of education degree and years of experience. Degrees which are not relevant to the employee’s position shall not apply when determining his/her placement on the salary schedule.

Legal References: A.C.A §6-17-201, 202; 2403, A.C.A § 6-20-2305(f)(4), A.C.A §6-11-129

History PPC: Approved 5/22/08

History BOE: Revised 8/9/2004, 5/8/06, 6/29/06, 6/9/08, 5/11/09

3.01.1 SALARY SCHEDULES

EFFECTIVE: September 13, 2004

Personnel employed for a number of days other than 190 or for a full-time position of less than 1.0 receives an amount proportional to that shown on the schedule. Such an amount is based on the daily rate as established by the schedule.

- A. **IN-STATE TEACHING EXPERIENCE** – Administrators or teachers entering this district for the first time with verified experience from an accredited Arkansas public school district will receive full credit for each full year of verified experience provided the administrator or teacher had a bachelor’s degree when the experience was earned. Partial years of service will NOT receive credit.

- B. **OUT-OF STATE, AND PRIVATE SCHOOL TEACHING EXPERIENCE** – Administrators or teachers entering this district for the first time with experience from an accredited out-of-state public school, or any accredited private school will receive one-half (1/2) credit for each full year of verified experience, not to exceed ten(10) years provided the administrator or teacher had a bachelor’s degree when experience was earned. Partial years of service will NOT receive credit.

- C. **COMBINATION OF IN-STATE AND OUT-OF STATE AND PRIVATE SCHOOL TEACHING EXPERIENCE** – Administrators or teachers entering this district for the first time with a combination of verified experience will receive compensation as follows:
 - 1. The district will award full credit for each full year of verified experience from an Arkansas public school district, provided the administrator or teacher had a bachelor’s degree when experience was earned.
 - 2. The district will award one-half (1/2) credit, not to exceed ten (10) years, for verified experience from any accredited private school or accredited out-of-state public school provided the administrator or teacher had a bachelor’s degree when experience was earned.
 - 3. When verified in-state experience exceeds ten (10) years, no credit will be awarded for experience obtained via accredited private school or accredited out-of-state public school. If in-state experience does not exceed ten (10) years, one-half (1/2) credit will be given for combined experience garnered in accredited private schools or accredited out-of-state public schools up to a total of ten (10) years.

- D. **COLLEGE or UNIVERSITY TEACHING EXPERIENCE** – Teachers (not administrators) entering this district for the first time with teaching experience from an accredited college or university will receive compensation as follows:
 - 1. If the teaching experience is in Mathematics, English, History, Science, or Special Education, the district will award full credit for each full year of verified teaching experience, not to exceed ten (10) years provided the teacher had a bachelor’s degree when experience was earned. Partial years of service will NOT receive credit.

2. If the teaching experience is NOT in Mathematics, English, History, Science, or Special Education, the district will award one-half (1/2) credit for each full year of verified teaching experience, not to exceed ten (10) years provided the teacher had a bachelor's degree when experience was earned. Partial years of service will NOT receive credit.

- E. **CRITICAL SHORTAGE AREAS** – The Superintendent may waive the restrictions for out-of-state and private school and college teaching experience, if the applicant is being considered for a position in a critical shortage area, or in order to promote diversity, subject to Board of Education approval.

History PPC:
History BOE: Revised 9/13/2004

3.02 EVALUATIONS

EFFECTIVE: July 1, 2008

- A. Each Teacher employed by the Board of Education shall be evaluated in writing annually.
- B. The Summative Evaluation form will be used by administrators in the South Conway County School District. Certified employees will be observed by administrators throughout the school year to complete the summative evaluation of the employee. Feedback should be provided by the principal following observations. All observations in the school year will be used to complete the Summative Evaluation form.
- C. Building administrator(s) will compile information from all observations to determine for which competencies consistent evidence was secured. Summative Evaluations will be discussed with the employee and a signature secured for receipt of a copy of the Summative Evaluation at the evaluation conference. Employees have the right to attach a written statement as an addendum to the Evaluation.
- D. Certified employees will be considered responsible for providing “evidence of competence” for all competencies on the Summative Evaluation form. It is incumbent on the employee to request a conference with the administrator prior to the Summative Evaluation Conference if they feel they can provide additional evidence related to competencies not yet documented.
- E. Certified employees in each school building will have the opportunity to complete a survey concerning their building principal no later than February 1. The PPC will be responsible for the implementation and the results will be given to the Superintendent of Schools to be shared with building principals.

Legal Reference: A.C.A. § 6-17-1504

History PPC: Approved 5/22/08
History BOE: Revised 1/12/2004, 5/12/08, 6/9/08

3.03 EVALUATIONS BY RELATIVES

EFFECTIVE: January 12, 2004

- A. No person shall be employed in, or assigned to, a position which would require that he/she be evaluated by any relative, by blood or marriage, including spouse, parent, child, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, first cousin, step parent, or step child.

History PPC:

History BOE: Revised 1/12/2004

3.04 REDUCTION IN FORCE

EFFECTIVE: July 1, 2006

- A. The School Board acknowledges its authority to conduct a reduction in force (RIF) when a decrease in enrollment or other reason(s) make such a reduction necessary or desirable. A RIF will be conducted when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the district as determined by the superintendent.
- B. In effecting a reduction in force, the primary goals of the school district shall be; what is in the best interests of the students; to maintain accreditation in compliance with the Standards of Accreditation for Arkansas Public Schools and/or the North Central Association; and the needs of the district. A reduction in force will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the school district, and by examining the staffing of the district in each licensure area and/or, if applicable, specific grade levels.
- C. If a reduction in force becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade level based on each employee's points as determined by the schedule contained in this policy. The teacher with the fewest points will be laid off first. There is no right or implied right for any teacher to "bump" or displace any other teacher.

Points

1. **½ point per year** of teaching outside the district. Service in any position not requiring teacher licensure does not count toward years of service.
2. **1 point per year** of teaching in SCCSD (including service to the three (3) districts prior to consolidation). All certified position years in the district count including non-continuous years. Service in any position not requiring teacher licensure does not count toward years of service.
3. Graduate degree in the area of licensure applicable to credit of points (only the highest level of points apply)
2 points – Master's degree
3 points – Master's degree plus 15 additional hours
4 points – Educational specialist degree
4 points – Doctoral degree

4. **3 points for certification by National Boards** in areas of licensure i.e. National Board of Professional Teaching Standards, American Speech Hearing Association
 5. **2 points per area** – additional academic content areas of endorsement as identified by the state board
 6. **4 points** – certification for teaching in a state board identified shortage area
 7. **2 points per additional area or grade level** – multiple areas and/or grade levels of licensure as identified by the state board.
- D. A teacher with full licensure in a position shall prevail over a teacher with greater points. All points awarded must be verified by documents on file with the District by October 1 of the current school year. Each teacher's points shall be totaled with teachers ranked by the total points from highest to lowest in the licensure areas in which they have been assigned within the last two years, including the current year. In the event that a teacher's assignment is different this school year from the previous school year, separate point totals shall be developed for each area of assignment. All teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points with the superintendent whose decision shall be final.
- E. In the event the district is involved in an annexation or consolidation, teachers from all the districts involved will be ranked according to years of service, licensure, degrees, and training. A year of teaching at an annexed or consolidated district will be counted the same as a year at the receiving or resulting district. No credit for years of service will be given at other public or private schools, or for higher education or Educational Service Cooperative employment.
- F. Pursuant to any reduction in force and as a part of it, the salaries of all teachers will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule and further adjustments made if length of contract or job assignments change.
- G. If a teacher is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to two (2) years. The non-renewed teacher shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies shall be by certified mail and the non-renewed teachers shall have 10 working days from the date that the notification is received in which to accept the offer of a position. A lack of response or a teacher's refusal of a position shall end the district's obligation to replace the laid-off teacher.

Legal Reference: A.C.A. § 6-17-2406

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| <p>History PPC: Revised 5/24/2006 History BOE: Revised 9/12/2005, 5/8/2006, 6/12/2006</p> |
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3.05 CONTRACT RETURNS

EFFECTIVE: July 1, 2009

- A. An employee shall have thirty (30) days from the date of the receipt of his contract for the following school year in which to return the contract, signed, to the office of the Superintendent. The date of receipt of the contract shall be presumed to be the date of a cover memo which will be attached to the contract.

Legal Reference: A.C.A. § 6-17-1506(c)(1)

History PPC:

History BOE: Revised 1/12/2004, 5/11/09

3.06 CERTIFIED PERSONNEL EMPLOYEE TRAINING

EFFECTIVE: July 1, 2009

- A. All employees shall attend all local professional development training sessions as directed by a supervisor.
- B. The District shall develop and implement a plan for the professional development of its certified employees. The district's plan shall, in part, align district resources to address the professional development activities identified in each school's ACSIP. The plan shall describe how the district's categorical funds will be used to address deficiencies in student performance and any identified academic achievement gaps between groups of students. At the end of each school year, the district shall evaluate the professional development activities' effectiveness in improving student performance and closing achievement gaps.
- C. Each certified employee shall receive a minimum of sixty (60) hours of professional development annually to be fulfilled between June 1 and May 31. Professional development hours earned in excess of sixty (60) in the designated year cannot be carried over to the next year. Certified employees who are prevented from obtaining the required professional development hours due to their illness or the illness of an immediate family member as defined in A.C.A. § 6-17-~~1702~~ 1202 have until the end of the following school year to make up the deficient hours. This extension does not absolve the employee from also obtaining the following year's required 60 hours of professional development.
- D. The goal of all professional development activities shall be improved student achievement and academic performance that results in individual, school-wide, and system-wide improvement designed to ensure that all students demonstrate proficiency on the state criterion-referenced assessments. The district's professional development plan shall demonstrate scientifically research-based best practice, and shall be based on student achievement data and in alignment with applicable ADE Rules and/or Arkansas code.

- E. Teachers and administrators shall be involved in the design, implementation, and evaluation of the plan for their own professional development. The results of the evaluation made by the participants in each program shall be used to continuously improve the district's professional development offerings and to revise the school improvement plan.
- F. Flexible professional development hours (flex hours) are those hours which an employee is allowed to substitute professional development activities, different than those offered by the district, but which still meet criteria of either the employee's Individual Improvement Plan or the school's ACSIP, or both. The district shall determine on an annual basis how many, if any, flex hours of professional development it will allow to be substituted for district scheduled professional development offerings. The determination may be made at an individual building, a grade, or by subject basis. The district administration and the building principal have the authority to require attendance at specific professional development activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex professional development hours. To the fullest extent possible, professional development activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the sixty (60) hour requirement shall equal one contract day. Hours of professional development earned by an employee that is not at the request of the district and is in excess of sixty (60) or not pre-approved by the building principal shall not be credited toward fulfilling the required number of contract days for that employee. Hours earned that count toward the required sixty (60) also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for professional development hours earned at the request of the district that necessitate the employee work more than the number of days required by their contract.
- G. Teachers and administrators who, for any reason, miss part or all of any scheduled professional development activity they were required to attend, must make up the required hours in comparable activities which are to be pre-approved by the building principal.
- H. To receive credit for his/her professional development activity each employee is responsible for obtaining and submitting documents of attendance, or completion for each professional development activity he/she attends. Documentation is to be submitted to the building principal or designee.
- I. Teachers and administrators are required to obtain sixty (60) hours of approved professional development annually over a five-year period as part of licensure renewal requirements. At least six (6) of the sixty (60) annual hours shall be in the area of educational technology.
- J. Teachers are required to receive at least two hours annually of their sixty (60) required hours of professional development designed to enhance their understanding of effective parental involvement strategies.
- K. Teachers who provide instruction in Arkansas history shall receive at least two (2) hours of professional development in Arkansas history as part of the sixty (60) hours required annually.

- L. Personnel who are likely to use automated external defibrillators shall receive the training required by Rule. Such training shall count toward the required annual hours of professional development.
- M. Administrators are required to receive at least three hours annually of their sixty (60) required hours of professional development designed to enhance their understanding of effective parental involvement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parental participation. Each administrator's professional development is required to also include training in data disaggregation, instructional leadership and fiscal management.
- N. Teachers required by the superintendent, building principal, or their designee to take approved training related to teaching an advance placement class for a subject covered by the College Board and Educational Testing Service shall receive up to thirty (30) hours of credit toward the sixty (60) hours of professional development required annually.
- O. Certified personnel may earn up to twelve (12) hours of professional development for time they are required to spend in their instructional classroom, office or media center prior to the first day of student/teacher interaction **provided** the time is spent in accordance with the state law and current ADE rules that deal with professional development. The hours may be earned through online professional development approved by the ADE provided the professional development relates to the district's ASCIP and the teacher's professional growth plan and approved by the school district.
- P. Teachers are eligible to receive fifteen (15) professional development hours for a college course that meets the criteria identified in law and the applicable ADE rules. The board shall determine if the hours earned apply toward the required sixty (60). A maximum of thirty (30) hours may be applied toward the sixty (60) hours of professional development required annually.
- Q. Employees who do not receive or furnish documentation of the required annual professional development jeopardize the accreditation of their school and academic achievement of their students. Failure of an employee to receive sixty (60) hours of professional development in any given year, unless due to illness as permitted by law, shall be grounds for disciplinary action up to and including termination.
- R. Approved professional development activities may include conferences, workshops, institutes, individual learning, mentoring, peer coaching, study groups, National Board for Professional Teaching Standards Certification, distance learning, internships, district/school programs, and approved college/university course work. Professional development activities should be consistent with the objectives developed by the National Staff Development Council Standards.
- S. Professional development activities shall relate to the following areas: content (K-12); instructional strategies; assessment; advocacy/leadership; systemic change process; standards, frameworks, and curriculum alignment; supervision; mentoring/coaching; educational technology; principles of learning/developmental stages; cognitive research; and building a collaborative learning community.

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04, A.C.A. §6-10-122,123, A.C.A. § 6-15-404(f)(2), A.C.A. §6-17-703, A.C.A. § 6-17-704, A.C.A. § 6-17-705, A.C.A. §6-17-1202, A.C.A. § 6-15-1004(c) A.C.A. § 6-15-1703, A.C.A. § 6-20-2303 (14), ADE Rules Governing Professional Development

History PPC: Revised 5/24/2006, 5/30/07, 6/9/09

History BOE: Revised 9/12/2005, 5/8/2006, 6/11/07, 6/8/09, 4/12/10

3.07 CERTIFIED DRIVER DRUG TESTING

EFFECTIVE: June 11, 2007

- A. **Scope of Policy** - Each person hired for a position which allows or requires that the employee operate any type of motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and is operated for the transportation of children to or from school or school sponsored activity shall undergo a physical examination, including a drug test. Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test result for that employee. The offer of employment is also conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.
- B. **Methods of Testing** - The collection, testing methods and standards shall be determined by the agency or other medical organizations chosen by the Board of Education to conduct the collection and testing of samples. The drug and alcohol testing is to be conducted by a laboratory certified pursuant to the most recent guidelines issued by the United States Department of Health and Human Services for such facilities. ("Mandatory Guidelines for Federal Workplace Drug Testing Programs").
- C. **Definition** - Safety sensitive function includes:
1. All time spent inspecting, servicing, and/or preparing the vehicle;
 2. All time spent driving the vehicle;
 3. All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
 4. All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- D. **Requirements** - Employees shall be drug and alcohol free from the time the employee is required to be ready to work until the employee is relieved from the responsibility for performing work and/or any time they are performing a safety-sensitive function. In addition to the testing required as an initial condition of employment, employees shall submit to subsequent drug tests as required by law and/or regulation. Subsequent testing includes, and/or is triggered by, but is not limited to:
1. Random tests;
 2. Testing in conjunction with an accident;
 3. Receiving a citation for a moving traffic violation; and
 4. Reasonable suspicion.

E. Prohibitions

1. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
2. No driver shall use alcohol while performing safety-sensitive functions;
3. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
4. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
5. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
6. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner, knowledgeable of the driver's job responsibilities, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
7. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.
8. Violation of any of these prohibitions may lead to disciplinary action being taken against the employee, which could include termination or non-renewal.

F. Testing for Cause - Drivers involved in any accident shall be tested for alcohol and controlled substances as soon as practicable following the accident.

G. Refusal to Submit - Refusal to submit to an alcohol or controlled substance test means that the driver

1. Failed to appear for any test within a reasonable period of time as determined by the employer consistent with applicable Department of Transportation agency regulation;
2. Failed to remain at the testing site until the testing process was completed;
3. Failed to provide a urine specimen for any required drug test;
4. Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
5. Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
6. Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
7. Failed to cooperate with any of the testing process; and/or
8. Adulterated or substituted a test result as reported by the Medical Review Officer.

H. Consequences for Violations

1. Drivers who engage in any conduct prohibited by this policy, or refuse to take a required drug or alcohol test, refuse to sign the request for information required by law or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety-sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.

2. Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulatable observations concerning the behavior, speech, or body odors of the driver. The Superintendent of Schools or his/her designee shall require the driver to submit to “reasonable suspicion” tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver the Superintendent of Schools or his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of 24 hours from the time the observation was made triggering the driver’s removal from duty.
3. If the result of an alcohol test that was administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period not less than 24 hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

Legal Reference: A.C.A. § 6-19-108, A.C.A.. §27-23-201 et seq. 49 C.F.R. § 382-101 – 605, 49 C.F.R. § part 40 Arkansas Division of Academic Facilities and Transportation Rules Governing Maintenance and Operations of Arkansas Public School Buses and Physical Examinations of School Bus Drivers.

History PPC: 5/30/07

History BOE: Revised 1/12/2004, 6/11/07

3.8 CERTIFIED PERSONNEL SICK LEAVE

EFFECTIVE: July 1, 2011

A. Definitions

1. **“Employee”** is a full-time contracted employee of the District.
2. **“Sick Leave”** is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. **“Current Sick Leave”** means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month, or major part thereof.
4. **“Accumulated Sick Leave”** is the total of unused sick leave, up to a maximum of one hundred twenty (120) days accrued from previous contract, but not used.
5. **“Immediate family”** means an employee’s spouse, child, parent, sibling or any other relative provided the other relative lives in the same household.

B. Sick Leave

1. Pay for sick leave shall be at the employee's daily rate of pay, which is that employee's total contracted salary, divided by the number of days employed as reflected in the contract. Absences for illness in excess of the employee's accumulated and current sick leave shall result in a deduction from the employee's pay at the daily rate as defined above.
2. At the discretion of the principal (or Superintendent), the District may require a written statement of the employee's physician **after an absence of five (5) consecutive school days**. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.
3. Should a teacher be absent frequently during a school year, and if such a pattern of absences continues, or is reasonably expected to continue, the Superintendent may relieve the teacher of his assignment (with Board approval) and assign the teacher substitute duty at the teacher's daily rate of pay. Should the teacher fail, or otherwise be unable, to report for substitute duty when called, the teacher will be charged a day of sick leave, if available.
4. Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his assigned duties to an extent that the education of students is substantially adversely affected (at the determination of the principal or Superintendent) may result in dismissal.
5. Employees who are adopting or seeking to adopt a minor child or minor children may use up to **30** sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court and bonding time. Except for bonding time, documentation shall be provided by the employee upon request.

C. In case of death of a member of the immediate family of any district employee, such district employee will be excused without loss of pay for a period not to exceed five (5) **consecutive** days, one day of which is the funeral.

D. District Employee may use his/her sick leave in the event of the death of close friends and extended family.

E. The Superintendent of Schools has the authority to grant use of sick leave in other issues.

F. **Sick Leave and Family Medical Leave Act (FMLA) Leave**

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing, of the decision within two workdays. If the leave is intermittent as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once, of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

- G. The Arkansas Department of Education *Rules Governing the Code of Ethics for Arkansas Educators* requires District staff to be honest when reporting information to the District. Honestly reporting sick leave is potentially part of this standard. The School Board of Directors encourages all staff to read and become familiar with the Rules. Conduct in violation of the *Rules Governing the Code of Ethics for Arkansas Educators*, including, but not limited to conduct relating to the intentional or knowing attempt to deceive the District regarding sick leave, may be reported to the Professional License Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

Cross Reference: Policy 3.32—CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE

Legal References: A.C.A. § 6-17-1201 et seq., 29 USC §§ 2601 et seq., 29 CFR 825.100 et seq., **RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS EDUCATORS**

History PPC: Revised 5/24/2006, 6/11/07, 5/22/08,
History BOE: Revised 9/12/2005, 5/8/2006, 6/12/2006, 6/11/07, 6/9/08, 3/14/11, 4/11/11

3.09 RESERVED FOR FUTURE USE

EFFECTIVE:

History PPC:
History BOE:

3.10 PLANNING TIME

EFFECTIVE: May 8, 2006

- A. A master schedule shall be created by the building level principal or designee indicating when each teacher's planning period and scheduled lunch period will be. Planning time is for the purpose of scheduling conferences, instructional planning, and preparation. Each teacher will have the ability to schedule these activities during his/her designated planning time. Teachers may not leave campus during their planning time without prior permission from their building level supervisor
- B. The planning time shall be in increments of no less than forty (40) minutes and shall occur during the student instructional day unless a teacher requests, in writing, to have his/her planning time occur outside of the student instructional day. For the purposes of this policy, the student instructional day means the time that students are required to be present at school.

Legal Reference: ACA § 6-17-114 (a) (d)

History PPC:
History BOE: Revised 6/13/2004, 5/8/06

3.10.1 CERTIFIED PERSONNEL COMPENSATION TIME

EFFECTIVE: September 13, 2004

- A. Compensation time may be earned by any teacher if any of the following conditions are met and approved by the building principal.
 - 1. The teacher uses his/her entire prep or activity period, at the request of the principal, to cover another teacher's class.
 - 2. The activity teacher is unavailable to relieve the classroom teacher for his/her designated activity period, thus requiring the classroom teacher to forfeit his/her prep time.
- B. Compensation time must be used within the school year it is earned, unless a waiver is approved by the superintendent. Compensation time cannot be used in the month of May.
- C. Compensation time cannot be used on professional development days that occur within the contract days.
- D. Compensation time will be used first when an employee is absent. (Ex. Compensation time will be used before sick time).
- E. Compensation time will be calculated in the following manner.
 - 1. Count actual minutes
 - 2. 360 minutes = 1 day
 - 3. Compensation will be in the amount of substitute teachers pay, if not used by June 1.

History PPC:

History BOE: Revised 9/13/2004

3.11 CERTIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

EFFECTIVE: July 1, 2008

Personal Leave

- A. For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. The leave may be taken in increments of no less than one-half (1/2) of one (1) day.
- B. Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions which are related to their job duties and do not qualify for other types of leave (for sick leave see Policy 3.9, for professional leave see below).

- C. School functions, for the purposes of this policy, means:
 - 1. Athletic or academic events related to the school district; and
 - 2. Meetings and conferences related to education.
- D. For employees other than the superintendent, the determination of what activities meet the definition of a school function shall be made by the employee's immediate supervisor or designee. For the superintendent, the school board of directors shall determine what activities meet the definition of a school function. In no instance shall paid leave in excess of allotted vacation days and/or personal days be granted to an employee who is absent from work while receiving remuneration from another source as compensation for the reason for their absence.
- E. Any employee desiring to take personal leave may do so by making a written request to his supervisor at least twenty-four (24) hours prior to the time of the requested leave. The twenty-four hour requirement may be waived by the supervisor when the supervisor deems it appropriate.
- F. Employees who fail to report to work when their request for a personal day has been denied or who have exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave without pay). While there are instances where personal circumstances necessitate an employee's absence beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.
- G. Personal leave, if not used, shall accumulate from one contract year to the next as sick leave. Personal leave may not be taken the day before or the day after a school holiday.
- H. Exceptions can only be made by the Superintendent of Schools.

Professional Leave

- A. "Professional Leave" is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which can serve to improve the school district's instructional program or enhances the employee's ability to perform his duties. Professional leave will also be granted when a school district employee is subpoenaed for a matter arising out of the employee's employment with the school district. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor's decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the district's students will be taken into consideration in reviewing a request for professional leave.
- B. Applications for professional leave should be made as soon as possible following the employee's discerning a need for such leave, but, in any case, no less than two (2) weeks before the requested leave is to begin, if possible.

- C. If the employee does not receive or does not accept remuneration for their participation in the professional leave activity and a substitute is needed for the employee, the district shall pay the full cost of the substitute. If the employee receives and accepts remuneration for their participation in the professional leave activity (e.g. scholastic audits or praxis assessments), the employee shall forfeit his/her daily rate of pay from the district for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the district.

Legal Reference: A.C.A. § 6-17-211

History PPC: 5/30/07, Approved 5/22/08
History BOE: Revised 6/14/2004, 6/11/07, 6/9/08

3.12 CERTIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS

EFFECTIVE: July 1, 2008

- A. Individuals who have been convicted of certain sex crimes must register with law enforcement as sex offenders. Arkansas law places restrictions on sex offenders with a Level 1 sex offender having the least restrictions (lowest likelihood of committing another sex crime), and Level 4 sex offenders having the most restrictions (highest likelihood of committing another sex crime).
- B. While Levels 1 and 2 place no restrictions prohibiting the individual's presence on a school campus, Levels 3 and 4 have specific prohibitions. These are specified in Policy 6.10—SEX OFFENDERS ON CAMPUS (MEGAN'S LAW) and it is the responsibility of district staff to know and understand the policy and, to the extent requested, aid school administrators in enforcing the restrictions placed on campus access to Level 3 and Level 4 sex offenders.
- C. It is the intention of the board of directors that district staff not stigmatize students whose parents or guardians are sex offenders while taking necessary steps to safeguard the school community and comply with state law. Each school's administration should establish procedures so attention is not drawn to the accommodations necessary for registered sex offender parents or guardians.¹

Cross Reference: **6.10—SEX OFFENDERS ON CAMPUS (MEGAN'S LAW)**

For example, if a sex offender parent will arrive for conferences at the same time as other parents, staff should escort additional parents to their student's classroom, not just the sex offender parent. All principals, designees, and school employees who will or may have contact with the sex offender parents shall be required to keep confidential both the sex offender status and sex offender accommodations made for a parent.

Legal Reference: A.C.A. § 12-12-913 (g) (2), *Arkansas Department of Education Guidelines for "Megan's Law"*, A.C.A. § 5-14-132

History PPC: 5/30/07, 5/22/08
History BOE: Adopted 6/11/07, 6/9/08

3.13 PUBLIC OFFICE

EFFECTIVE: January 12, 2004

- A. An employee of the District who is elected to the Arkansas General Assembly or any elective or appointive public office (not legally constitutionally inconsistent with employment by a public school district) shall not be discharged or demoted as a result of such service.
- B. No paid leave will be granted for the employee's participation in such public office. The employee may receive pay for personal leave or vacation (if applicable), if approved in advance by the Superintendent of Schools, during his absence.
- C. Prior to taking leave, and as soon as possible after the need for such leave is discerned by the employee, he must make written request for leave to the Superintendent of Schools, setting out, to the degree possible, the dates such leave is needed.
- D. An employee who fraudulently requests sick leave for the purpose of taking leave to serve in public office may be subject to non-renewal or termination of his employment contract.

Legal Reference: A.C.A. § 6-17-115

History PPC:

History BOE: Revised 1/12/2004

3.14 JURY DUTY

EFFECTIVE: July 1, 2009

- A. Employees are not subject to discharge, loss of sick leave, loss of vacation time or any other penalty due to absence from work for jury duty, upon giving reasonable notice to the District through the employee's immediate supervisor.
- B. The employee must present the original (not a copy) of the summons to jury duty to his supervisor in order to confirm the reason for the requested absence.
- C. The amount of compensation received by the district employee will not be deducted from employee's salary.

Legal Reference: A.C.A. § 16-31-106

History PPC:

History BOE: Revised 1/12/2004, 4/12/10

3.15 LEAVE – INJURY FROM ASSAULT

EFFECTIVE: January 12, 2004

- A. Any teacher who is injured by an assault or other violent act; while intervening in a student fight; or while restraining a student; or while protecting a student from harm, shall be granted a leave of absence for up to one (1) year from the date of the injury, with full pay. The assault or criminal act must be verified by the proper authority, i.e., police, etc.
- B. A leave of absence granted under this policy shall not be charged to the teacher's sick leave.
- C. In order to obtain leave under this policy, the teacher must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the teacher to return to work, and written statements from witnesses (or other documentation as appropriate to a given incident) to prove that the incident occurred in the course of the teacher's employment.
- D. The Board of Education may request that the employee be examined by a medical doctor of the Board of Education's workman comp provider, at the districts expense, to verify work ability. If there is a disagreement between the employee's doctor and the Board of Education's doctor, a third opinion shall be requested from someone that both the employee and the Board of Education agree upon, and the opinion from the agreed upon doctor shall be the decision by which the Board of Education and employee shall abide.
- E. The employee shall not draw Worker's Compensation or hold any other job during the time the Board of Education is paying full salary under the conditions of this policy and act.
- F. The decision of the Board of Education shall be final, and that decision shall not be subject to appeal through any administrative proceeding, including district grievance policy.

Legal References: A.C.A. § 6-17-1209

History PPC:

History BOE: Revised 1/12/2004

3.16 REIMBURSEMENT FOR PURCHASE OF SUPPLIES

EFFECTIVE: June 13, 2005

- A. Pre-kindergarten through sixth grade teachers shall be allotted the amount required by law per student enrolled in the teacher's class to be used for the purchase of classroom supplies and class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account. For the purposes of this policy, pre-kindergarten through sixth grade teachers shall be eligible for the allotted supply reimbursement for those students enrolled in the teacher's class for more than 50% of the school day at the end of the first three months of the school year.

- B. Each school district shall provide to each Pre-kindergarten through sixth grade teacher in each fiscal year the greater of twenty dollars (\$20.00) per student enrolled in the teacher's class at the end of the three (3) months of the school year, or five hundred dollars (\$500.00), per classroom for the teacher to apply toward the purchase of related commodities for use by that teacher in his/her classroom for class activities. The teacher must provide to the school district receipts documenting any purchase.
- C. Teachers may purchase supplies and supplementary materials from the district at the district's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by the Superintendent of Schools, a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property.
- D. Reimbursement requests submitted/keyed into APSCN by Tuesday will be processed by Friday.
- E. Allotments should be utilized as soon as possible in order to effectively and efficiently benefit students. All requests for reimbursement and completed purchase orders must be submitted Not Later than December 15 of each year. Unused allotments shall not be carried over from one fiscal year to the next.

Legal Reference: A.C.A. § 6-21-303(b) (1)

History PPC:
History BOE: Revised 6/13/2005

3.17 INSULT OR ABUSE OF CERTIFIED PERSONNEL

EFFECTIVE: January 12, 2004

- A. Employees are protected from abusive language and conduct by state law. An employee may report to the police any language which is calculated to:
 1. Cause a breach of the peace;
 2. Materially and substantially interfere with the operation of the school; and/or
 3. Arouse the person to whom the language is addressed to anger, to the extent likely to cause imminent retaliation.

Legal Reference: A.C.A. § 6-17-106

History PPC:
History BOE: Revised 1/12/2004

3.18 OUTSIDE EMPLOYMENT

EFFECTIVE: June 14, 2004

- A. An employee of the District may not be employed in any other capacity during regular working hours.
- B. An employee may not accept employment outside of his district employment which will interfere, or otherwise be incompatible with the District employment, including normal duties outside the regular work day; nor shall an employee accept other employment which is inappropriate for an employee of a public school.
- C. The Superintendent, or his designee(s), shall be responsible for determining whether outside employment is incompatible, conflicting or inappropriate.

Legal Reference: A.C.A. § 6-24-106, 107, 111

History PPC:

History BOE: Revised 6/14/2004

3.19 EMPLOYMENT

EFFECTIVE: January 12, 2004

- A. The Board of Education recognizes the Superintendent of Schools as the chief executive officer of the Board of Education, and places upon him the responsibility for recommending the appointment of personnel. Although the Superintendent of Schools may assign to others certain duties respecting the appraisal of the qualifications of candidates, the final decision concerning the recommendation of candidates shall be the responsibility of the Superintendent of Schools.
- B. All prospective employees must fill out an application form provided by the District, in addition to any resume provided, all of which information is to be placed in the personnel file of those employed. If the employee provides false or misleading information, or if he withholds information to the same effect, it may be grounds for dismissal.
- C. Any certified employee who has been hired on an alternative licensure plan must complete minimum requirements set forth by the Arkansas Department of Education within the time set by said laws and regulations of the Arkansas Department of Education
- D. Certified personnel may be approved by the Superintendent of Schools to operate a bus within the School District on a substitute basis. The Board of Education must approve Fulltime bus driver-teacher. Other employment during school hours is prohibited.
- E. The South Conway County School District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, gender, age, or disability.

History PPC:
History BOE: Revised 1/12/2004

3.20 REIMBURSEMENT OF TRAVEL EXPENSES

EFFECTIVE: July 1, 2011

- A. Approved travel shall be reimbursed at a rate of \$.32 per mile. Meals shall be reimbursed at a per diem rate of \$34 per day, subject to appropriate documentation.
- B. Employees shall be reimbursed for personal and/or travel expenses incurred while performing duties or attending workshops or other employment-related functions, provided that prior written approval for the activity for which the employee seeks reimbursement has been received from the Superintendent of Schools, principal, supervisor or the appropriate designee of the Superintendent of Schools. It is the responsibility of the employee to determine the appropriate supervisor from which he must obtain approval. No travel will be reimbursed within the school district.
- C. Reimbursement claims must be made on forms provided by the District and must be supported by appropriate, original receipts. Copies of receipts or other documentation are not acceptable, except in extraordinary circumstances.
- D. The provisions of policy 7.12- Expense Reimbursement are incorporated by reference into this policy.

History PPC:
History BOE: Revised 1/12/2004, 5/8/06, 3/14/11, 4/11/11

3.21 TOBACCO USE

EFFECTIVE: January 12, 2004

- A. Smoking or the use of tobacco, or products containing tobacco in any form, in or on any property owned or leased by the district, including buses or other school vehicles, is prohibited.
- B. Violation of this policy may result in termination or non-renewal.

Legal Reference: *Educate America Act, P.L. 103-227, 20 USC 6081, A.C.A. § 6-21-609*

History PPC:
History BOE: Revised 1/12/2004

3.22 TEACHER DRESS CODE

EFFECTIVE: June 11, 2007

- A. All certified staff shall dress in a manner that promotes professionalism. They should remain mindful that, as employees in an educational setting they are models that affect the development of young people and the perception that the community has of the school.
- B. When jeans are worn they must be in accordance with normal business attire in the community and must be worn with SCCSD related shirts. Jeans may only be worn on Fridays, unless otherwise approved by the Superintendent.
- C. Any individual teacher who dresses in violation of said policy will face the following actions:
 - 1. First violation – verbal warning from principal
 - 2. Second violation – written warning from the principal
 - 3. Third violation – refer to the Superintendent for disposition
- D. For special event days, dress may be modified to meet the needs of the activity with the approval of the building principal, or Superintendent.

History PPC: 5/24/06, 5/30/07

History BOE: Revised 1/12/2004, 5/8/06, 6/12/06, 6/11/07

3.23 STAFF PARTICIPATION IN POLITICAL ACTIVITIES

EFFECTIVE: May 8, 2006

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

History PPC: 5/24/06

History BOE: Revised 1/12/2004, 5/8/06

3.24 RESERVED FOR FUTURE USE

EFFECTIVE:

History PPC:
History BOE:

3.25 GRIEVANCE PROCEDURES

EFFECTIVE: June 11, 2007

The purpose of this policy is to provide an orderly process for employees to resolve, at the lowest possible level, their concerns related to the personnel policies or salary payments of this district.

A. Definitions

1. Grievance: a claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this school district. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision. A group of employees who have the same grievance may file a group grievance.
2. Group Grievance: A grievance may be filed as a group grievance if it meets the following criteria: (meeting the criteria does not ensure that the subject of the grievance is, in fact, grievable)
 - a. More than one individual has interest in the matter; and
 - b. The group has a well-defined common interest in the facts and/or circumstances of the grievance; and
 - c. The group has designated an employee spokesperson to meet with administration and/or the board; and
 - d. All individuals within the group are requesting the same relief.
3. Employee: any person employed under a written contract by this school district.
4. Immediate Supervisor: the person immediately superior to an employee who directs and supervises the work of that employee.
5. Working day: Any weekday other than a holiday whether or not the employee under the provisions of their contract is scheduled to work or whether they are currently under contract.

B. Process

1. Level One: An employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within five working days of the occurrence of the grievance. The supervisor shall offer the employee an opportunity to have a witness or representative who is not a member of the

employee's immediate family present at their conference. (The five-day requirement does not apply to grievances concerning back pay.) If the grievance is not advanced to Level Two within five working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee's immediate supervisor is the building principal, the superintendent.

2. Level Two (when appeal is to the building principal): Upon receipt of a Level Two Grievance Form, the building principal will have ten working days to schedule a conference with the employee filing the grievance. The principal shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the principal will have ten working days in which to deliver a written response to the grievance to the employee. If the grievance is not advanced to Level Three within five working days the matter will be considered resolved and the employee shall have no further right with respect to said grievance.
3. Level Three (when appeal is to the superintendent): Upon receipt of a Level Two Grievance Form, the superintendent will have ten working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten working days in which to deliver a written response to the grievance to the employee.
4. Level Three: If the proper recipient of the Level Two Grievance was the building principal, and the employee remains unsatisfied with the written response to the grievance, the employee may advance the grievance to the superintendent by submitting a copy of the Level Two Grievance Form and the principal's reply to the superintendent within five working days of his/her receipt of the principal's reply. The superintendent will have ten working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten working days in which to deliver a written response to the grievance to the employee.
5. Appeal to the Board of Education: An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Education within five working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent. If the grievance is not appealed to the Board of Education, within five working days of his/her receipt of the superintendent's

response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

6. The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently re-file their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance not to be grievable, the matter shall be considered closed. If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Education. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Education may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

- C. Records - All records related to grievances will be filed separately and will not be kept in, or made part of, the personnel file of any employee.
- D. Reprisals - No reprisals of any kind will be taken or tolerated against any employee because he/she has filed or advanced a grievance under this policy.

Legal Reference: A.C.A. § 6-17-208, 210

History PPC: 5/30/07

History BOE: Revised 6/14/2004, 5/8/06, 6/11/07

3.26 SEXUAL HARASSMENT

EFFECTIVE: July 1, 2011

- A. The South Conway County School District is committed to having an academic and work environment in which all students and employees are treated with respect and dignity. Student achievement and amicable working relationships are best attained in an atmosphere of equal educational and employment opportunity that is free of discrimination. Sexual harassment is a form of discrimination that undermines the integrity of the educational environment and will not be tolerated.
- B. Believing that prevention is the best policy, the district will periodically inform students and employees about the nature of sexual harassment, the procedures for registering a complaint, and the possible redress that is available. The information will stress that the district does not tolerate sexual harassment and that students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences.
- C. It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment as defined in this policy. Any employee found, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination.
- D. Sexual harassment refers to unwelcome sexual advances, requests for sexual favors, or other personally offensive verbal, visual, or physical conduct of a sexual nature made by someone under any of the following conditions:
 - 1. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
 - 2. Submission to, or rejection of, such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; and/or
 - 3. Such conduct has the purpose or effect of substantially interfering with an individual's academic or work performance or creates an intimidating, hostile, or offensive academic or work environment.
- E. The terms "intimidating," "hostile," and "offensive" include conduct of a sexual nature which has the effect of humiliation or embarrassment and is sufficiently severe, persistent, or pervasive that it limits the student's or employee's ability to participate in, or benefit from, an educational program or activity or their employment environment.
- F. Within the educational or work environment, sexual harassment is prohibited between any of the following: students; employees and students; non-employees and students; employees; employees and non-employees.
- G. Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of sexual harassment include, but are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity; intimidation by words, actions, insults, or name calling; teasing related to sexual characteristics and spreading rumors, or the belief or

perception that an individual is not conforming to expected gender roles, or conduct, or is homosexual, regardless of whether or not the individual self-identifies as homosexual; alleged sexual activities.

- H. Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, administrator, or Title IX coordinator who will assist them in the complaint process. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment. To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.
- I. Employees who file a complaint of sexual harassment will not be subject to retaliation or reprisal in any form.
- J. Employees who knowingly fabricate allegations of sexual harassment shall be subject to disciplinary action up to and including termination.
- K. Investigation of sexual harassment shall be subject to disciplinary action up to and including termination.

Legal References: Title IX of the Education Amendments of 1972, 20 USC 1681, et seq., Title VII of the Civil Rights Act of 1964, 42 USC 2000-e, et seq., A.C.A. § 6-15-1005 (b) (1)

History PPC:
History BOE: Adopted 3/14/11, 4/11/11

3.27 SUPERVISION OF STUDENTS

EFFECTIVE: January 12, 2004

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

History PPC:
History BOE: Revised 1/12/2004

3.28 COMPUTER USE POLICY

EFFECTIVE: July 1, 2009

- A. The South Conway County School District provides computers and/or computer Internet access for many employees, to assist employees in performing work related tasks. Employees are advised that they enjoy no expectation of privacy in any aspect of their computer use, including

email, and that under Arkansas law, both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act. Consequently, no employee or student-related reprimands or other disciplinary communications should be made through e-mail.

- B. Passwords or security procedures are to be used as assigned, and confidentiality of student records is to be maintained at all times. Employees must not disable or bypass security procedures, compromise, attempt to compromise, or defeat the district's technology network security, alter data without authorization, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The designated District Technology Administrator or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.
- C. Employees who misuse district-owned computers in any way, including excessive personal use, using computers for personal use during instructional time, using computers to violate any other policy, knowingly or negligently allowing unauthorized access, or using the computers to access or create sexually explicit or pornographic text or graphics, will face disciplinary action, up to and including termination or non-renewal of the employment contract.

Legal References: *(Children's Internet Protection Act; PL 106-554), 20 USC 6777, 47 USC 254(h), A.C.A. § 6-21-107, A.C.A. § 6-21-111*

History PPC: Approved 5/22/08, 6/9/09
History BOE: Revised 1/12/2004, 6/9/08, 6/8/09

3.29 SCHOOL CALENDAR

EFFECTIVE: July 1, 2006

- A. The superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals. The superintendent shall present to the PPC a school calendar, which the board has adopted as a proposal. The PPC shall have the time prescribed by law and/or policy in which to make any suggested changes before the board may vote to adopt the calendar.
- B. The South Conway County School District shall operate by the calendar in the appendix.

Legal Reference: *A.C.A. § 6-17-201*

History PPC: Revised 5/24/2006
History BOE: Revised 5/8/2006, 6/12/2006

3.30 PARENT/TEACHER COMMUNICATION

EFFECTIVE: April 11, 2005

- A. The district recognizes the importance of communication between teachers and parents/legal guardians. 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 guardians when they feel they need to discuss their child's progress with his/her teacher.
- B. Teachers are required to communicate during the school year with the parent(s) or legal guardian(s) of each of their students to discuss their academic progress. More frequent communication is required with the parent(s) or legal guardian(s) of students who are performing below grade level.
- C. 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 parent(s)/legal guardian(s) for each scheduled conference.
- D. 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.

***Legal Reference:** State Board of Education Standards of Accreditation 12.04.1, 12.04.2, 12.04.3, A.C.A. § 6-15-1701(b)(3)(C)*

History PPC:

History BOE: Revised 4/11/2005

3.31 DRUGFREE WORKPLACE CERTIFIED PERSONNEL

Revised: February 13, 2006

- A. The conduct of district staff plays a vital role in the social and behavioral development of our students. It is equally important that the staff have a safe, healthful, and professional environment in which to work. To help promote both interests, the district shall have a drug free workplace. District employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, alcohol, as well as inappropriate or illegal use of prescription drugs both while at work or in the performance of official duties while off district property; violations of this policy will subject the employee to discipline, up to and including termination.
- B. To help promote a drug free workplace, the district shall 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.

- C. Any certified staff who is arrested for manufacture, possession, dispensation or distribution of any controlled substance or drug paraphernalia may be disciplined up to and including suspension from their duties until such time they are proven innocent or guilty. If convicted of a felony they will be terminated. If convicted of a misdemeanor, they must attend a program chosen by the school district. After successful completion of program they will be returned to their job position or an equivalent position.
- D. Any employee convicted of any criminal drug statute violation for any offense that occurred while at work or in performance of official duties while off district property shall report the conviction within five (5) days to the superintendent. Failure to report may result in disciplinary action. Within (10) days of receiving such notification, whether from the employee or any other source, the district shall notify 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. Any employee convicted shall be recommended for termination.
- E. The principal or superintendent can require an employee to be tested by a facility of the district's choice (and at the district's expense) if an employee exhibits physical manifestations of being under the influence of a substance while at work or in the performance of official duties while off district property. Any physical manifestation of being under the influence of a substance may subject an employee to the terms of this policy. Those physical manifestations include, but are not limited to: unsteadiness; slurred speech, dilated or constricted pupils; incoherent and/or irrational speech; or the presence of an odor associated with a prohibited substance on one's clothing or breath.
- F. Any employee who must take prescription medication at the direction of the employee's physician, and who is impaired by the prescription medication such that he cannot properly perform his duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his supervisor, may be sent home. The employee shall be given sick leave, if owed any. The District or employee will provide transportation for the employee, and the employee may not leave campus while operating any vehicle. It is the responsibility of the employee to contact his physician in order to adjust the medication, if possible, so that the employee may return to his job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he may, again, be sent home and given sick leave, if owed any. Should the employee attempt to return to work while impaired by prescription medication a third time, the employee may be subject to discipline, up to and including a recommendation of termination.
- G. Any employee who possesses, uses, distributes or is under the influence of a prescription medication obtained by a means other than his own current prescription shall be treated as though he was in possession, possession with intent to deliver, or under the influence, etc. of an illegal substance. An illegal drug or other substance is one which is (a) not legally obtainable; or (b) one which is legally obtainable, but which has been obtained illegally. The District may require an employee to provide proof from his physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.

3.32 FAMILY AND MEDICAL LEAVE ACT

EFFECTIVE: July 1, 2010

A. Definitions:

1. Covered active duty means
 - (a) in the case of a member of a **regular** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country; and
 - (b) in the case of a member of a **reserve** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country under a call to order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.
2. Covered Service Member is
 - (a) a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
 - (b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
3. Eligible Employee: is an employee who has been employed by the district for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave. Full time, licensed teachers are considered to have met the 1250 hour requirement for eligibility.
4. Health Care Provider: is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices. It also includes any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.
5. Instructional Employee: is a teacher whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does **not** include administrators, counselors, librarians, psychologists, or curriculum specialists who are included under the broader definition of “eligible employee” (to the extent the employee has been employed for 12 months).
6. Next of Kin: used in respect to an individual, means the nearest blood relative of that individual.
7. Outpatient Status: used in respect to a covered service member, means the status of a member of the Armed Forces assigned to
 - a. a military medical treatment facility as an outpatient; or
 - b. a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

8. Parent: is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter.
9. Qualifying Exigency: Issues that arise due to covered active duty or a call to covered active duty of an employee's spouse, son, daughter, or parent. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.¹
10. Serious Health Condition: is an injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.¹
11. Serious Injury or Illness:
 - (a). in the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
 - (b.) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard of Reserves, at any time during a period as a covered service member defined in this policy, it means a qualifying (as defined by the U.S Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.
12. Year: for leave **other** than to care for the serious injury or illness of a covered service member, the twelve (12) month period of eligibility shall begin on the first duty day of the school year.
 Year: for leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date.

B. Policy: The provisions of this policy are intended to be in line with the provisions of the FMLA. If any conflict(s) exist, the Family Medical Leave Act of 1993 as amended shall govern.

C. Leave Eligibility: The district will grant up to twelve (12) weeks of leave in a year in accordance with the Family Medical Leave Act of 1993 (FMLA) as amended to its eligible employees for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and

4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
5. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces
6. To care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury.

The entitlement to leave for reasons 1 and 2 listed above shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered service member** shall be entitled to a total of 26 weeks of leave during one 12-month period to care for the service member who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered service member is limited for reasons 1 through 5 listed above to a total of 12 weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for 16 weeks during a 12 month period could only take a total of 10 weeks for reasons 1 through 5.

If husband and wife are both eligible employees employed by the district, the husband and wife are entitled to a total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member** with a serious injury or illness as defined in this policy. A husband and wife who care for such a covered service member is limited for reasons 1 through 5 listed above to a total of 12 weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for 16 weeks during a 12 month period could only take a total of 10 weeks for reasons 1 through 5.

D. **District Notice to Employees:** The district shall post, in conspicuous places in each school within the district, where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.²³

E. **Employee Notice to District:**

Foreseeable:

1. When the need for leave is foreseeable for reasons 1 through 4 or 6 listed above, the employee shall provide the district with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.
2. When the necessity for leave for reason 5 listed above is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the district as is reasonable and practicable regardless of how far in advance the leave is foreseeable.

3. When the need for leave is for reasons 3, 4, or 6 listed above, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the district subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.
4. Failure by the employee to give thirty (30) days notice may delay the taking of FMLA leave until at least thirty (30) days after the date the employee provides notice to the district.

Unforeseeable:

1. When the approximate timing of the need for leave is not foreseeable, an employee shall provide the district notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the district within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means.

F. Medical Certification⁴

When the need for leave is for reasons 3, 4, or 6 listed above the employee should provide a medical certification from a licensed, practicing health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin. The certification shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. Leave taken for reason 3 listed above, must include certification that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time the employee is needed to provide the care. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.

If FMLA leave is to be taken on an intermittent or reduced work schedule basis for planned medical treatment, the certification shall include the dates on which such treatment is expected to be given and the duration of such treatment.

Second Opinion: In any case where the district has reason to doubt the validity of the certification provided, the district may require, at its expense, the employee to obtain the opinion of a second health care provider designated or approved by the employer. If the second opinion differs from the first, the district may require, at its expense, the employee to obtain a third opinion from a health care provider agreed upon by both the district and the employee. The opinion of the third health care provider shall be considered final and be binding upon both the district and the employee.

Recertification: The district may request the employee obtain a recertification, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply;

1. The employee requests an extension of leave;
2. Circumstances described by the previous certification have changed significantly; and/or
3. The district receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification in no more than fifteen (15) calendar days after the district's request.

No second or third opinion on recertification may be required.

G. Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability⁵ determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing⁶, of the decision within two workdays. If the leave is intermittent or on a reduced schedule as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave; any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

H. Concurrent Leave

The district requires employees to substitute any applicable accrued leave for any part of the twelve (12) week period of FMLA leave. All FMLA leave is unpaid unless substituted by applicable accrued leave.

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will not be charged for any paid leave accrued by the employee. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the district's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

I. Health Insurance Coverage

The district shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the district. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.

If an employee gives unequivocal notice of intent not to return to work, or if the employment relationship would have terminated if the employee had not taken FMLA leave, the district's obligation to maintain health benefits ceases.

If the employee fails to return from leave after the period of leave to which the employee was entitled has expired, the district may recover the premiums it paid to maintain health care coverage unless:

1. The employee fails to return to work due to the continuation, reoccurrence, or onset of a serious health condition that entitles the employee to leave under reasons 3 or 4 listed above; and/or
2. Other circumstances exist beyond the employee's control.

Circumstances under "1" *listed above* shall be certified by a licensed, practicing health care provider verifying the employee's inability to return to work.

J. Reporting Requirements during Leave: Employees shall inform the district every two weeks⁶⁷ during FMLA leave of their current status and intent to return to work.

K. Return to Work: Medical Certification: An employee who has taken FMLA leave under reason 4 stated above shall provide the district with certification from a health care provider that the employee is able to resume work.

Return to Previous Position: An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. The employee may not be restored to a position requiring additional licensure or certification.

Failure to Return to Work: In the event that an employee is unable or fails to return to work, the superintendent will make a determination at that time regarding the documented need for a severance of the employee's contract due to the inability of the employee to fulfill the responsibilities and requirements of their contract.

L. Intermittent or Reduced Schedule Leave:

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the district agrees to permit such leave upon request of the employee.

Eligible employees may take intermittent or reduced schedule leave due to reasons 3, ~~or~~ 4, or 6 listed above if they have

1. made a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and
2. Provided the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

Eligible employees requesting intermittent or reduced schedule leave that is foreseeable based on planned medical treatment may be transferred to an alternative position for which the employee is qualified with equivalent pay and benefits that better accommodates the employee's intermittent or reduced schedule leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the district may require the employee to elect either

- 1) to take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
- 2) To transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

M. Leave taken by eligible instructional employees near the end of the academic term

- 1. Leave more than 5 weeks prior to end of term.** - If the eligible, instructional employee begins leave, due to reasons 1 through 6 listed above more than 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if
 - a. the leave is of at least 3 weeks duration; and
 - b. the return to employment would occur during the 3-week period before the end of such term.
- 2. Leave less than 5 weeks prior to end of term** - If the eligible, instructional employee begins leave, due to reasons 1, 2, 3 or 6 listed above or, during the period that commences 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if
 - a. the leave is of greater than 2 weeks duration; and
 - b. the return to employment would occur during the 2-week period before the end of such term.
- 3. Leave less than 3 weeks prior to end of term** - If the eligible, instructional employee begins leave, due to reasons 1, 2, 3 or 6 listed above or ~~to~~during the period that commences 3 weeks prior to the end of the academic term and the duration of the leave is greater than 5 working days, the agency or school may require the employee to continue to take leave until the end of such term.

¹ The types and amounts of leave available for a particular type of qualifying exigency are covered in 29 C.F.R. § 825.126. A copy of the CFR is available on the policy update website. Unfortunately, the CFR has not been updated since the FMLA law was amended (and will not be for quite a while). The federal regulation amending process is a bit like ADE Rule amendments except MUCH slower. It is likely that the timelines contained within the regulations will remain the same, but there is a broader range of eligible employees including members of the regular Armed Forces.

⁴² Within the context of the FMLA, this is a complicated definition. In an effort to help you be able to apply the definition to the realities of your district, we have attached (as a separate page to the policy) the federal rules which lay out the complexities.

²³A Department of Labor poster is available at <http://www.dol.gov/esa/regs/compliance/posters/fmla.htm>. Additional forms (one for the employee to take to their health care provider for verification of the reason for his/her leave request and a second one for the district's response to the request for leave) are available at <http://www.dol.gov/esa/whd/fmla/#poster>.

³⁴ It is difficult for the district to “back charge” FMLA leave. If you have reason to ask for a medical certification, it is wise to notify the employee that the leave will be charged against their yearly allotment of FMLA leave when you request the certification. If it turns out that the leave does **not** qualify, you will need to readjust the available FMLA leave accordingly.

⁴⁵ As used in this policy, “applicable” is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid. For instance,

“applicable leave” in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your district’s policy on sick leave. For instance, if sick leave may be taken “for reason of personal illness or illness in the immediate family” (based on the statutory definition in 6-17-1202, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your district has a much more liberal definition of sick leave in district policy, the results could be entirely different. Another example would be the potential for overlap between pregnancy complications that arise to the level of a “serious health condition.” For instance, pregnancy Complications that rose to the level of a “serious health condition” would qualify for both, while missing work for a dentist’s appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 3.8—CERTIFIED PERSONNEL SICK LEAVE when making the determination of what sick leave qualifies under both policies. It may also be helpful to consult 29 CFR 825.114 which is attached at the end of this policy.

⁵⁶ If the notice is oral, it must be confirmed in writing no later than the following payday (unless the payday is less than one week after the notice, in which case the notice must be no later than the subsequent payday). The written notice may be in any form, including a notation on the employee’s pay stub.

⁶⁷ You may choose the time interval of the required duty to report, but it must be reasonable.

Cross Reference: 3.8—CERTIFIED PERSONNEL SICK LEAVE

Legal References: 29 USC §§ 2601 et seq., 29 CFR 825.100 et seq.

History PPC: Approved 5/22/08
History BOE: Revised 1/12/2004, 6/9/08, 4/12/10

3.33 ASSIGNMENT OF EXTRA DUTIES

EFFECTIVE: January 12, 2004

- A. Teachers will be asked to assume reasonable duties over and above their regular teaching responsibilities. Activities and services, which make minor demands on the teacher’s time, will be part of each teacher’s basic assignment. Administrators will strive to equalize such duties among teachers. Any teacher who exceeds 60 minutes of duty a week will be compensated at that teacher’s daily rate of pay.
- B. Additional responsibilities, which require extraordinary demands on a teacher’s time, may be rewarded with extra compensation. The determination of which such activities will be so compensated is within the province of the Board of Education.

History PPC:
History BOE: Revised 1/12/2004

3.34 CELL PHONE POLICY

EFFECTIVE: July 1, 2009

- A. Use of cell phones or other electronic communication devices by employees during instructional time is strictly forbidden unless specifically approved in advance by the superintendent, building principal, or their designees.
- B. All employees are forbidden from using cell phones while driving any district owned vehicle at any time.
- C. Violation of this policy may result in termination or non-renewal.

History PPC:

History BOE: Revised 1/12/2004, 5/8/06, 5/11/09

3.35 BENEFITS

EFFECTIVE: July 1, 2011

- A. The South Conway County School District provides its certified personnel benefits consisting of the following.
 - 1. The priceless reward of helping shape the life and future of our children;
 - 2. Health insurance assistance;
 - 3. Contribution to the teacher retirement system;
 - 4. One (1) sick leave day per contract calendar month, or greater portion thereof;
 - 5. Two (2) Personal days; and
 - 6. Payment of licensure renewal fee.

Legal Reference: A.C.A. § 6-17-201

History PPC:

History BOE: Revised 1/12/2004, 9/8/08, 3/14/11, 4/11/11

3.36 DISMISSAL AND NON-RENEWAL

EFFECTIVE: June 13, 2005

- A. For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act A.C.A. §§ 6-17-1501 through 1510. The Act specifically is not made a part of this policy by this reference.
- B. A copy of the Act is available for review in the office of the principal of each school building.

Legal Reference: A.C.A. § 6-17-1501 thru 1510

History PPC:

History BOE: Revised 6/13/2005

3.37 ASSIGNMENT OF TEACHER AIDES

EFFECTIVE: January 12, 2004

- A. The assignment of teacher aides shall be made by the Superintendent of Schools or his/her designee. Changes in the assignments may be made as necessary due to changes in the student population, teacher changes, and to best meet the educational needs of the students.

Legal Reference: A.C.A. § 6-17-201

History PPC:

History BOE: Revised 1/12/2004

3.38 CERTIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

EFFECTIVE: July 1, 2011

- A. 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.
- B. The person or persons reporting behavior they consider to be bullying shall not be subject to retaliation or reprisal in any form.
- C. District staff is required to help enforce implementation of the district's anti-bullying policy. The district's definition of bullying is included below. Students who bully another person are to be held accountable for their actions whether they occur on school equipment or property; off school property at a school-sponsored or school-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.
- D. Definitions:
Bullying means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that causes or creates a clear and present danger of:
1. Physical harm to a public school employee or student or damage to the public school employee's or student's property;
 2. Substantial interference with a student's education or with a public school employee's role in education;
 3. A hostile educational environment for one (1) or more students or public school employees due to the severity, persistence, or pervasiveness of the act; or

4. Substantial disruption of the orderly operation of the school or educational environment;

E. **Electronic act** means without limitation a communication or image transmitted by means of an electronic device, including without limitation a telephone, wireless phone or other wireless communications device, computer, or pager that results in the substantial disruption of the orderly operation of the school or educational environment.

Electronic acts of bullying are prohibited whether or not the electronic act originated on school property or with school equipment, if the electronic act is directed specifically at students or school personnel and maliciously intended for the purpose of disrupting school, and has a high likelihood of succeeding in that purpose;

F. **Harassment** means a pattern of unwelcome verbal or physical conduct relating to another person's constitutionally or statutorily protected status that causes, or reasonably should be expected to cause, substantial interference with the other's performance in the school environment; and

G. **Substantial disruption** means without limitation that any one or more of the following occur as a result of the bullying:

1. Necessary cessation of instruction or educational activities;
2. Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;
3. Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or
4. Exhibition of other behaviors by students or educational staff that substantially interfere with the learning environment.

H. Examples of "Bullying" may include but are not limited to a pattern of behavior involving one or more of the following:

1. Sarcastic "compliments" about another student's personal appearance,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
5. Demeaning humor relating to a student's race, gender, ethnicity or personal characteristics,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings, and/or
10. Threats of harm to student(s), possessions, or others.
11. Sexual harassment, as governed by policy 3.26, is also a form of bullying.
12. Teasing or name-calling based on the belief or perception that an individual is not conforming to expected gender roles (example: "Slut") or conduct or is homosexual, regardless of whether the student self-identifies as homosexual (Examples: "You are so gay." "Fag" "Queer").

- I. A school 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.

Legal Reference: A.C.A. § 6-18-514

History PPC: 5/30/07

History BOE: Revised 1/12/2004, 5/8/06, 6/11/07, 3/14/11, 4/11/11

3.39 CERTIFIED PERSONNEL RECORDS AND REPORTS

EFFECTIVE: June 11, 2007

- A. The superintendent or his/her designee shall determine, by individual or by position, those records a teacher is responsible to keep and notify the teacher of those reports he/she is required to maintain not later than May 1. It is a requirement of employment that all required records and reports be completed, submitted, or otherwise tendered, and be accepted by the principal or superintendent as complete and satisfactory, before the last month's pay will be released to the certified employee.

Legal Reference: A.C.A. § 6-17-104

History PPC: 5/30/07

History BOE: Adopted 6/11/07

3.40 CERTIFIED PERSONNEL DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT

EFFECTIVE: July 1, 2008

- A. It is the statutory duty of certified school district employees who have reasonable cause to suspect child abuse or maltreatment to directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by calling 1-800-482-5964. Failure to report suspected child abuse, maltreatment or neglect by calling the Hotline can lead to criminal prosecution and individual civil liability of the person who has this duty. Notification of local or state law enforcement does not satisfy the duty to report; only notification by means of the Child Abuse Hotline discharges this duty.
- B. The duty to report suspected child abuse or maltreatment is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

- C. By law, no school district or school district employee may prohibit or restrict an employee or volunteer from directly reporting suspected child abuse or maltreatment, or require that any person notify or seek permission from any person before making a report to the Child Abuse Hotline.

Legal References: A.C.A. § 12-12-504, 507, 517

History PPC: Approved 5/22/08

History BOE: Adopted 6/9/08

3.41 VIDEO SURVEILLANCE AND OTHER MONITORING

EFFECTIVE: July 1, 2011

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

History PPC: Approved 5/22/08

History BOE: Adopted 6/9/08, 3/14/11, 4/11/11

3.42 RELEASE OF STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION **EFFECTIVE: July 1, 2009**

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

Legal References: Commissioner’s Memos IA-05-018, FIN 09-041, and IA 99-011, ADE Eligibility Manual for School Meals Revised July 2008, 7 CFR 210.1 – 210.31, 7 CFR 220.1 – 220.22, 42 USC 1758(b)(6)

History PPC:
History BOE: Adopted 5/11/09

3.43 DUTY OF LICENSED EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING **EFFECTIVE: July 1, 2009**

- A. Any employees possessing a teaching license, regardless of whether holding such a license is a condition of employment in the employee’s current job assignment, must at all times maintain such a license in good standing with the State Board of Education. Any employee who is reprimanded, has his or her license put under any period of probation, or has his or her license revoked by the State Board of Education pursuant to Arkansas

State Board of Education Rules Governing the Code of Ethics for Arkansas Educators will face disciplinary action, up to and including termination or nonrenewal of his or her contract of employment.

Legal References: Rules Governing the Code of Ethics for Arkansas Educators; A.C.A. § 6-11-105, A.C.A. § 6-17-401, A.C.A. § 6-17-410, A.C.A. § 6-17-422

History PPC:

History BOE: Adopted 4/13/09, 5/11/09

3.44 CERTIFIED PERSONNEL WORKPLACE INJURIES and WORKERS' COMPENSATION

EFFECTIVE: July 1, 2009

- A. The district provides Workers' Compensation Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify Patti Wingo. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.
- B. For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic.
- C. Workers' Compensation absences may be designated as FMLA absences when the criteria are met under FMLA for a serious health condition.
- D. An employee who is absent from work due to a workplace injury or receiving temporary disability benefits due to a Workers' Compensation claim will utilize any sick leave accumulation he or she may have at the rate of 1/3 of a sick leave day for day of absence to bring the total amount of combined income up to 100% of usual contracted pay, unless the employee gives the school district written notice to not use sick leave days in this manner. No employee may realize a net compensation gain from a combination of Workers' Compensation benefits and sick leave in excess of contracted pay. Sick leave days used for workplace injuries will not be restored to the employee.

Legal References: Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE, A.C.A. § 11-9-508(d)(5)(A), A.C.A. § 11-9-514(a)(3)(A)(i)

History PPC: 6/9/09

History BOE: Adopted 6/08/09

3.45 CERTIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS

EFFECTIVE: July 1, 2011

- A. Technology used appropriately gives faculty new opportunities to engage students. District staff are encouraged to use educational technology, the Internet, and professional/education social networks to raise student achievement and to improve communication with parents and students. Technology and social networking websites also offer staff many ways they can present themselves unprofessionally and/or interact with students inappropriately.
- B. It is the duty of each staff member to appropriately manage all interactions with students, regardless of whether contact or interaction with a student occurs face-to-face or by means of technology, to ensure that the appropriate staff/student relationship is maintained. This includes instances when students initiate contact or behave inappropriately themselves.
- C. Public school employees are, and always have been, held to a high standard of behavior. Staff members are reminded that whether specific sorts of contacts are permitted or not specifically forbidden by policy, they will be held to a high standard of conduct in all their interactions with students. Failure to create, enforce and maintain appropriate professional and interpersonal boundaries with students could adversely affect the District's relationship with the community and jeopardize the employee's employment with the district.
- D. The Arkansas Department of Education *Rules Governing the Code of Ethics for Arkansas Educators* requires District staff to maintain a professional relationship with each student, both in and outside the classroom. The School Board of Directors encourages all staff to read and become familiar with the Rules. Conduct in violation of the *Rules Governing the Code of Ethics for Arkansas Educators*, including, but not limited to conduct relating to the inappropriate use of technology or online resources, may be reported to the Professional License Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.
- E. **Definitions:**
1. Social networking websites are online groups of Internet users allowing communication between multiple individuals. The fundamental purpose of social networking websites is to socialize. Examples include, but are not limited to, Facebook, MySpace, and Twitter. Staff members are discouraged from creating personal social networking sites to which they invite students to be friends or followers. Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.
 2. Professional/education social networks are education oriented websites designed to allow and encourage teachers and students to communicate and collaborate around school subjects and projects. District employees may set up blogs and other professional/education social networking accounts using District resources and following District guidelines¹ to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social networks during school hours is permitted.
 3. Blogs are a type of networking and can be either social or professional in their orientation. Professional blogs are encouraged and can provide a place for teachers to post homework, keep parents up-to-date, and interact with students concerning school related activities. Social blogs are discouraged to the extent they involve teachers and students in a non-education oriented format.

- F. Staff are reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability. A good rule of thumb for staff to use is, "if you wouldn't say it in class, don't say it online."
- G. Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, when expressed by staff on a social networking website, have the potential to be disseminated far beyond the speaker's desire or intention. This could undermine the public's perception of the individual's fitness to educate students, thus undermining the teacher's effectiveness. In this way, the expression and publication of such opinions could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.
- H. Accessing social networking websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social networking websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public appearance that such access is occurring during instructional time. Staff shall not access social networking websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of administration. All school district employees who participate in social networking websites shall not post any school district data, documents, photographs, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.
- I. Specifically, the following forms of technology based interactivity or connectivity are **of the highest concern and should be avoided**:
1. Sharing personal landline or cell phone numbers with students;
 2. Text messaging students;
 3. Emailing students other than through and to school controlled and monitored accounts;
 4. Soliciting students as friends or contacts on social networking websites;
 5. Accepting the solicitation of students as friends or contacts on social networking websites;
 6. Sharing personal websites or other media access information with students through which the staff member would share personal information and occurrences.

Legal Reference: RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS EDUCATORS

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| <p>History PPC: History BOE: 3/14/11, 4/11/11</p> |
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3.46 CERTIFIED PERSONNEL VACATIONS

EFFECTIVE: July 1, 2011

- A. 240 day contracted employees are credited with 10 days of vacation at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month, or major portion of a month, for any days used but not earned.
- B. Instructional Employees may not generally take vacation during instructional time. All vacation time must be approved by the superintendent.
- C. No employee shall be entitled to more than 15 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Employees having accrued vacation totaling more than 15 days as of the date this policy is implemented shall not be eligible to increase the number of days carried forward during their employment with the district.

History PPC:

History BOE: 3/14/11, 4/11/11

3.47 DEPOSITING COLLECTED FUNDS

EFFECTIVE: July 1, 2011

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

History PPC:

History BOE: 3/14/11, 4/11/11

3.48 RESERVED FOR FUTURE USE

EFFECTIVE:

History PPC:

History BOE:

3.49 PERFECT ATTENDANCE COMPENSATION FOR CERTIFIED PERSONNEL
EFFECTIVE: July 1, 2008

- A. Certified Personnel with perfect attendance will be compensated. Qualifying certified personnel must not have used any sick, bereavement or personal leave during a semester. Approved school business absences and catastrophic leave contributions will be excluded and will not prevent a certified employee from qualifying.
- B. For the purpose of this policy, certified personnel are defined as classroom teachers and certified support staff (i.e. – reading and math specialists, media specialists, counselors, special education teachers, speech pathologists).
- C. The compensation will be as follows:
 - 1. Certified Personnel that have perfect attendance during the fall semester will receive \$150.
 - 2. Certified Personnel that have perfect attendance during the spring semester will receive \$150.
 - 3. Certified Personnel that have perfect attendance during the entire year will receive an additional \$200.

History PPC: Proposed 5/6/08, Approved 5/22/08
History BOE: Adopted 6/9/08

3.50 BUDGET PLANNING INVOLVEMENT FINANCE
EFFECTIVE: April 13, 1998

- A. Purchasing
 - 1. No debt may be contracted in the name of the School District without action by the Board of Education except for those items which are provided for in the regular budget. No obligations may be incurred except those approved by the Superintendent of Schools or an authorized agent.
 - 2. The best interests of the School District shall be given first consideration of all transactions.
 - 3. Authority to obligate district: No obligation may be incurred in the name of or on behalf of the district other than those incurred by the Superintendent of Schools or an authorized representative.
 - 4. Quality: Purchases shall be made at the lowest possible cost to the district consistent with district specifications of quality and service.
 - 5. Written Order Required: Purchases shall be made on written order from the Superintendent's office in keeping with properly approved written requisitions. Exceptions may be made only as provided for by administrative directive.

6. Bid items:
 - a. Items or related items that have a purchase price of less than \$500.00 may be bought on the open market.
 - b. Items or related items that have a purchase price of \$500.00 but less than \$5,000.00 must be bought from not less than three quotation bids, if such are available within reason.
 - c. Items or related items that have a purchase price of \$5,000.00 or more must be bought from not less than three formal, written, and signed bids, if such are available within reason. Exceptions may be made upon approval of the Superintendent of Schools in cases of extreme emergency.
7. Awarding of Bids:
 - a. Bid descriptions and specifications shall be sufficiently restrictive or specific, but not to the extent to prevent competitive bidding.
 - b. Awards shall be made only after sufficient time has been given to examine carefully bid details and to investigate informalities.
 - c. Firms submitting bids shall be informed in writing of the bid award.
 - d. When the low bid is not accepted, the reason for non-acceptance must be attached to the bid tabulation sheet.
 - e. In cases where all factors are equal, preference shall be given to local vendors.
 - f. When all bids are considered unreasonable in price or delivery time, all bids may be rejected and a price negotiated, provided it is lower than the lowest quotation.
 - g. Items for which there is only one source of supply may be purchased on the open market.
8. Requests for Prices and Correspondence: All requests for prices and all correspondence with suppliers will be handled by the Superintendent's office. This responsibility may be delegated to others under special circumstances.
9. Quality/Quantity Control: The Superintendent's office has full authority to question the quality, quantity and kind of materials requested and delivered in order that the best interests of the district may be served.
10. Consolidation of Purchases: The Superintendent's office shall seek to consolidate purchases into such quantities as will result in the lowest cost of the district within the budget limits and available storage facilities

B. Activity Funds

1. These funds are kept in the operating account in the Superintendent's office and subject to monthly review by the Board of Education. The students, from their club activities, raise most of these funds. All activity funds will be routed through the principal's office and forwarded to the Superintendent's office. The teacher-sponsor and principal will approve all expenditures on the itemized request for payment form. All approved payments from the principal's office will be mailed unless requested otherwise.
2. All fund raising activities done in the name of the schools shall be recommended by the building principal and approved by the Superintendent of Schools. All funds must be accounted for through the appropriate activity fund account.
3. Fund raising activities will be coordinated in such a way that an undue hardship will not be caused on the students and patrons of the district.

- C. Athletic Funds (*gate receipts, season ticket sales, etc.*)
1. These funds are kept in the operating account in the Superintendent's office and subject to monthly review by the Board of Education. All purchases and expenditures will be subject to the approval of the Superintendent of Schools and the recommendation of the athletic director.
- D. Fund Raising, Fees, and Miscellaneous Monies
1. All school funds are to be handled through the Superintendent's office. All monies collected should be deposited immediately with the building principal. Then the activity report form is turned into the Superintendent's office with proper direction for credit.
 2. School employees are advised that they assume complete responsibility for funds in their care. Certified personnel should deposit funds with principals who may arrange for them to be safeguarded. Even small sums of money should not be left in classrooms or school buildings overnight.
 3. The selling of tickets in any school building for any activity other than in the building concerned must have the approval of the Superintendent of Schools. All outside organization programs shall be referred to the principal for consideration. The Superintendent of Schools will give final approval. No student attending the public schools shall be embarrassed in the schools due to either inability or lack of desire to pay for something that is voluntary.
 4. No collection for any purpose will be made in any school except on approval of the administration.
 5. It is the policy of the Board of Education to reduce to a minimum the number of field trip fund raising activities given for students within a school. Any such approved programs given must not be given at a time when it will interfere with the regular schoolwork of students. This does not include programs of an educational nature, the purpose of which is to expand and enlarge the regular curriculum.

Legal References: A.C.A § 6-21-304

History PPC:
History BOE: Revised 4/13/1998

3.51 PURGE EMPLOYEE FILE

EFFECTIVE: July 1, 2006

- A. A teacher will have the opportunity to purge any non-required, that is, non-essential or obsolete, records in their permanent files, after five (5) years, as pursuant to rules set forth by the Superintendent; i.e. forms, designee, appointments, etc.

History PPC: 12/5/05
History BOE: Adopted 12/12/05

3.52 STAFF PARTICIPATION IN COMMUNITY ACTIVITIES

EFFECTIVE: January 12, 2004

- A. The Board of Education urges the district employees to participate constructively in community activities that have as their objectives the improvement of the general welfare of the community, state, and nation.
- B. In their relationships with community groups, a conscientious effort should be made by district employees to make school life a part of the community life, and to bring the community close to the schools. District employees should strive to know the community and its influences on and opportunities for students.
- C. The Board of Education encourages all district employees to take active roles in the various cultural, civic, and charitable projects of the community.
- D. District employees are reminded that the community may view them as representatives of the school system. However, district employees will not claim to be official district representatives unless they have been so designated by the Board of Education or Superintendent of Schools.

History PPC:

History BOE: Revised 1/12/2004

3.53 SOLICITATIONS

EFFECTIVE: January 12, 2004

- A. No South Conway County School District employee will receive any compensation for the sale or purchase of materials on behalf of the district.
- B. All Sales representatives and/or Solicitors will secure permission at the office of the Superintendent or the building principal.

History PPC:

History BOE: Revised 1/12/2004

3.54 PERSONNEL RECORDS

EFFECTIVE: January 12, 2004

- A. The Board of Education shall require complete and current personnel records on all certified personnel.

- B. All employees must file with the Administrative Offices, before the first pay-period, the following credentials as required by the State law and by the policies of the South Conway County School District. Maintenance of up-to-date credentials and records shall be the responsibility of the employees:
1. Income Tax withholding form
 2. Health certificate
 3. Certification of tuberculin skin test (*for new personnel*)
 4. Social Security number (*at time of employment*)
 5. Up-to-date mailing address and telephone number
 6. Arkansas Teacher Certificate or Administrator's Certificate
 7. Teacher Retirement Application (*birth certificate and copy of Social Security card must be filed with application*)
 8. Up-to-date transcript of college training (*complete and official*)
 9. September 1 is the deadline for personnel to report additional college credits earned in order to receive credit on the salary schedule for that year. It is the responsibility of the district employee to file transcripts with this office to document their college hours earned. Credit cannot be given without transcripts.
 10. Background check paid for by District.
- C. Failure to meet these requirements will be considered an inability on the part of the employee to meet legal and certification requirements.

History PPC:
History BOE: Revised 1/12/2004

3.55 TITLE VI (RACE), TITLE IX (SEX), SECTION 504 (HANDICAP)
EFFECTIVE: April 13, 1998

Every employee of the South Conway County School District is guaranteed the right to present his grievance, in accordance with the provisions of this policy, free from interference, coercion, restraint, discrimination or reprisal.

Definitions:

Discrimination Complaint: A written complaint alleging any policy, procedure or practice which discriminates on the basis of race, color, national origin, sex, qualified handicap or age.

Employee Grievant: An employee of the South Conway County School District who submits a complaint alleging discrimination based on race, color, sex, national origin, religion, age, qualified handicap or veteran.

Equity Coordinator: The person(s) designated to coordinate efforts to comply with and carry out responsibilities under the Civil Rights Laws and other State and Federal Laws addressing equal educational opportunity. The Coordinator is responsible for processing complaints.

Respondent: The person alleged to be responsible for the violation alleged in a complaint. The term may be used to designate persons with responsibility for a particular action or those persons with supervisor responsibility for procedures and policies in those areas covered in the complaint.

Day: Means a working day. The calculation of days in complaint processing shall exclude Saturdays, Sundays and holidays.

Immediate Supervisor: That employee possessing that degree of administrative authority next in rank above grievant, unless the respondent is the immediate supervisor.

Policy Application: A complaint or dispute of an employee regarding the application, meaning or interpretation of personnel policies as they affect the work activity of such employee. Compensation, hours and other working conditions shall not be deemed proper subjects for consideration under the grievance procedure except as it applies to alleged inequities within the school district.

The following procedures will be used for filing, processing, and resolving alleged Title VI (race, Title IX (sex), Section 504 (handicap), discrimination and policy application complaints of employees.

A. PRE-FILING PROCEDURES

1. Prior to the filing of a written complaint, the employee is encouraged to visit with the Equity Coordinator and reasonable effort should be made to resolve the problem or complaint. Individuals who need assistance in initiating the procedure under this policy should contact the equity coordinator.

B. FILING AND PROCESSING DISCRIMINATION AND POLICY COMPLAINTS

1. Step I: The grievant submits a written complaint to the equity coordinator stating name, nature and date of alleged violation; names of persons responsible (where known); and requested action. Complaint must be submitted within thirty (30) days of alleged violation. Complaint forms are available in the school office or the equity coordinator's office.

The equity coordinator notifies the respondent within five (5) days and asks respondent to:

- a. Confirm or deny facts;
- b. Indicate acceptance or rejection of employees' requested action; or
- c. Outline alternatives.

The respondent submits an answer within five (5) days to equity coordinator.

The equity coordinator within five (5) days after receiving respondents' answer refers the written complaint and respondent's answer to the principal or other designee. The equity coordinator also schedules a hearing with the grievant, the respondent and the principal.

The principal issues within five (5) days after the hearing a written decision to the employee, respondent and equity coordinator. If the grievant or respondent is not satisfied with the decision, they must notify the equity coordinator within five (5) days and request a hearing with the Superintendent of Schools.

2. Step II: The equity coordinator schedules within five (5) days of request a hearing with the grievant, respondent and the Superintendent of Schools. The Superintendent of Schools issues a decision within five (5) days following the hearing. If the grievant or respondent is not satisfied with the decision, they must notify the equity coordinator within five (5) days and request a hearing with the Board of Education.
3. Step III: The equity coordinator notifies the Board of Education within five (5) days after receiving the request. The equity coordinator schedules a hearing with the Board of Education. A hearing is to be conducted within thirty (30) days from the date of notification to the Board of Education.

The Board of Education issues a final written decision within five (5) days after the hearing regarding the validity of the grievance and any action to be taken.

C. GENERAL PROVISIONS

1. Extension of Time: Any time limits set by these procedures may be extended by mutual consent of parties involved. The total number of days from the date that complaint is filed until complaint is resolved shall be no more than 180 days.
2. Access to Records and Regulations: The South Conway County School District shall provide copies of all regulations prohibiting discrimination on the basis of race, color, national origin, religion, sex, age, qualified handicap or veteran upon request. All parties to the grievance procedures shall have the right to examine any and all records relating to the complaint. For the purpose of confidentiality, names may be omitted.
3. Confidentiality of Records: Complaint records will remain confidential unless permission is given by the parties involved to release such information. No complaint record shall be entered in the personnel and/or permanent record file. Complaint records shall be maintained on file for three years after complaint resolution.
4. Hearing: All hearings will be conducted in accordance with due process procedures. At the third step the following procedures will apply:
 - a. All parties will be provided with an appropriate amount of time, as established by the Board of Education, for a general presentation of the situation;
 - b. Each party will be provided the opportunity to provide witnesses and evidence and the right to question opposing witnesses concerning the situation;
 - c. Each party will have the right to be represented in whole or in part by a person of his/her own choosing;
 - d. The grievance hearing will be held in public, unless either the grievant or the Superintendent of Schools requests that it be closed.

***Legal References:** Title IX Regulations of 1975; Civil Rights Act of 1964; Educational Amendments of 1972; Rehabilitation Act of 1973.*

History PPC:
History BOE: Revised 4/13/1998

3.56 PROFESSIONAL STAFF POSITIONS

EFFECTIVE: January 12, 2004

- A. All positions are created only with the approval of the Board of Education.
- B. Before any new position is established, the Superintendent of Schools will present for the Board of Education's approval a job description for the position, which specifies the job holder's qualifications, the job's performance responsibilities, and the method by which the performance of these responsibilities will be evaluated.

- C. The Board of Education also instructs the Superintendent of Schools to maintain a comprehensive and up-to-date set of job descriptions of all positions in the school system.
- D. The South Conway County School District, being an equal opportunity employer, will post in all of the district's school buildings and on the districts web page any and/or all vacant or newly created positions. All district personnel will have the right to apply or request a transfer for these positions.
- E. In an emergency situation, the Superintendent of Schools reserves the right to hire personnel on an interim basis subject to the approval of the South Conway County Board of Education.

History PPC:
History BOE: Revised 1/12/2004

3.57 WORKING CONDITIONS

EFFECTIVE: May 8, 2006

- A. RESIDENCE: All employees of the South Conway County School District are encouraged to reside near enough to their place of employment so that their place of residence shall not interfere with their job performance during or outside of school hours.
- B. NEPOTISM: Two or more close relatives, related in the first degree, may not work in the same building except by special permission of the Board of Education. Employees who are presently working in such a situation may continue to do so.
- C. USE OF TELEPHONE FOR PERSONAL CALLS: In situations where personal calls are a necessity and privacy is called for, the principal will be responsible for providing a place for teachers to use the telephone in private. In cases where emergency and/or long distance calls for a teacher occur during class time, the teacher will be notified and allowed to leave class to take the call.
- D. LEAVING CAMPUS: Non-Duty teachers and staff shall be allowed to leave campus during the noon period. The teacher must notify the office by signing out and in at the Principal's office. Teachers may leave campus during their preparation periods with permission from their principals. Signing in and out will be required. The following actions will occur for any teacher who is late returning:
 - 1. First time the teacher will receive a verbal warning
 - 2. Second time the teacher will receive a written warning
 - 3. Third time that teacher will not be allowed to leave at noon for the remainder of the school year.

History PPC:
History BOE: Revised 1/12/2004, 5/8/06

3.58 HEALTH EXAMINATIONS

EFFECTIVE: January 12, 2004

- A. The Board of Education shall require every newly hired employee to present, to the central office, a certificate of health. This certificate must state that the employee is free from tuberculosis. The certificate must be dated no more than ninety (90) days prior to the date of its presentation. This certificate may be issued by a regularly licensed physician or regularly constituted health authority, but interpretation of any x-ray film must be made by a certified physician.

History PPC:

History BOE: Revised 1/12/2004

3.59 RESERVED FOR FUTURE USE

EFFECTIVE:

History PPC:

History BOE:

3.60 TIME SCHEDULES

EFFECTIVE: May 8, 2006

- A. Opening of School Term: Employees are notified as to the time at which they shall report for the year's work. Unless specific notice is given them, all instructional employees are expected to attend the workshop meetings, which are regularly scheduled in advance of the opening of school.
- B. Close of School Term: At the close of the school year, all employees shall complete their work, their records, and all their requirements before leaving. No teacher is to leave until authorized by the principal, in writing, certifying that all requirements have been met.
- C. Daily Schedule: Teachers are required to be at school fifteen (15) minutes before their time their school opens. Principals may require earlier arrival or later departure in cases of scheduled duty. District employees are required to check with the principal before leaving the building during school hours except at lunch. Administrators are required to be in their buildings ahead of either pupils or teachers.
- D. Teachers Meetings: After school teachers meetings must not last beyond forty-five (45) minutes from 3:40 p.m. without daily rate of pay compensations per each teacher.

Legal References: Act 1398 of 2003, A.C.A. § 6-17-807

History PPC:

History BOE: Revised 6/14/2004, 5/8/06

3.61 RESERVED FOR FUTURE USE

EFFECTIVE:

History PPC:
History BOE:

3.62 RETIRING TEACHERS

EFFECTIVE: July 1, 2008

- A. All certified personnel who have been employed for ten (10) years with the South Conway County School District would have the option to retire under the following policy:
1. Have at least twenty-five (25) years of total service with the Arkansas Teacher Retirement System.
OR
 2. Employee has reached the age of fifty-five (55).
 3. In order to receive payment, said employee must notify the Superintendent of the Schools in writing by September 1st of the school year in which he or she will retire.
 4. A waiver of the September 1st deadline may be made at the discretion of the Superintendent.
- B. Having met the above requirement enables an employee to receive payment for his/her unused accumulated days. The method of reimbursement will be a percentage of the employee's daily salary based upon a 190-day contract according to the following scale:
25 % of the teacher's daily salary for sick days accumulated of 1-30
30 % of the teacher's daily salary for sick days accumulated of 31-60
35 % of the teacher's daily salary for sick days accumulated of 61-90
40 % of the teacher's daily salary for sick days accumulated of 91-120
- C. The South Conway County School District shall also award a one-hundred dollar (\$100) bonus for every year of service in this school district.
- D. The maximum retirement benefit is capped at \$10,000, which includes the reimbursement for unused sick days PLUS years of service to this district.
- E. Certified Personnel, that have previously notified the Superintendent of their intent to retire, must notify the Superintendent in writing no later than April 1 of any change in their earlier intent; otherwise, their position will be deemed as vacant and posted for replacement.
- F. The Superintendent of Schools has the right to grant exceptions based upon exigent circumstances.

- G. The policy will expire June 30 of each year. The Board reserves the right to renew the policy by September 1 of each year.

History PPC: Revised 3/29/06, 5/24/06, Approved 5/22/08

History BOE: Adopted 4/17/06, Revised 6/9/08, 8/11/08

3.63 TEACHER RIGHTS

EFFECTIVE: June 14, 2004

- A. The administration and Board of Education will recognize the right of its employees to belong to their professional organization. The Administration/Board of Education will agree to not discriminate against any district employee with respect to the terms of employment by reason of his/her membership in said association. This will include negotiations with the Administration/ Board of Education, under Personnel Policy Law.

The Administration/Board of Education also agrees not to coerce, intimidate, or discourage any current or newly hired district employees from seeking membership in their professional associations.

1. Consistent with state and federal law, a teacher may remove a student from class and sent him/her to the principal's or principal's designee's office in order to maintain effective discipline in the classroom.
2. A teacher may remove from class a student:
 - a. Who has been documented by the teacher as repeatedly interfering with the teacher's ability to teach the students in the class or with the ability of the student's classmates to learn: or
 - b. Whose behavior the teacher determines is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to teach the students in the class or with the ability of the student's classmates to learn.
 1. If a teacher removes a student from class in accordance with subsection (b) the principal or his/her designee may place the student into another appropriate environment established in accordance with (6-18-508), so long as such is consistent, the principal or his/her designee may return the student to the class, or take other appropriate action.
 2. If a teacher removes a student from class twice during any nine (9) week grading period, or its equivalent as determined by the Department of Education, the principal or his/her designee may not return the student to the teacher's class unless a conference is held for purposes of determining the causes of the problem, and possible solutions, with the following individuals present:
 - a. The principal or his/her designee;
 - b. The teacher;
 - c. The school counselor;
 - d. The parents, guardian, or persons in loco parentis;
 - e. The student, if appropriate.

3. The failure of the parents, guardians, or persons in loco parentis to attend the conference provided for in (c) 2 shall not prevent the conference from being held nor prevent any action being taken as a result of that conference. (Act 1281 of 1999)

History PPC:
History BOE: Revised 6/14/2004

3.64 TUTORING FOR PAY

EFFECTIVE: January 12, 2004

- A. To assure all students reasonable assistance without charge from their own teachers and to avoid placing a teacher in a position where he/she may have a conflict of interest, teachers will not be permitted to receive money for tutoring any student they have in class or upon whose evaluation or assignments they will be called upon to advise.
- B. A teacher may not tutor any student for pay during regular district working hours or on school premises except district approved programs.

History PPC:
History BOE: Revised 1/12/2004

3.65 SABBATICALS

EFFECTIVE: January 12, 2004

- A. For professional development of the district employees, educational leave may be granted for up to, but not to exceed, one (1) school year by special permission of the Superintendent of Schools and the Board of Education, subject to the terms of Professional Leave and Absences Policy.

History PPC:
History BOE: Revised 1/12/2004

3.66 EXCHANGE TEACHING

EFFECTIVE: January 12, 2004

- A. The term "exchange teacher" applies both to teachers from foreign countries and to teachers from other American communities who come to our community on a direct exchange formally approved by the Superintendent of Schools. Official arrangements will include assurances that the teacher is properly certificated and qualified for work in the district schools.

- B. Teachers may apply for and be granted a 12-month leave of absence to permit them to teach in schools in foreign countries. Teachers on leave for this purpose may also request and be granted a 12-month extension in time to permit a second year in such assignment. Upon returning to the district school system, the teacher will not ordinarily be granted another leave of absence for this same purpose until five additional years of teaching in the district schools is completed. Teachers granted leave under this policy are subject to Professional Leave and Absences Policy upon return to the district.

History PPC:
History BOE: Revised 1/12/2004

3.67 COMPLIMENTARY PASSES

EFFECTIVE: January 12, 2004

- A. Complimentary passes to all home athletic events shall be given to each Board of Education member and his or her spouse and to all fulltime employees of the district. This pass does not include children.
- B. Passes shall also be given to the timekeepers, scorekeepers, and members of the press. The Superintendent of Schools, at his/her discretion, may give a limited number of passes to patrons of the district in recognition of distinguished service to the school.
- C. Complimentary passes to all home athletic events will be issued to all retired South Conway County School District personnel.

History PPC:
History BOE: Revised 1/12/2004

3.68 PUBLIC APPEARANCES

EFFECTIVE: January 12, 2004

- A. Certified personnel may be granted leave time to present educational issues to civic or community organizations.
- B. Certified personnel who request this leave time will not receive a deduction in pay if prior arrangements have been made with and have been approved by the building principal.

History PPC:
History BOE: Revised 1/12/2004

3.69 PROBATION

EFFECTIVE: January 12, 2004

- A. "Teacher" means any person, exclusive of the Superintendent of Schools or Assistant Superintendent, employed in an Arkansas public school district that is required to hold a teaching certification from the State Department of Education as a condition of employment.
- B. All newly-hired teachers and principals are hired as 'probationary teachers' as defined by the Arkansas Teacher Fair Dismissal Act, for the maximum period of three (3) successive years in that district under that law.

History PPC:

History BOE: Revised 1/12/2004

3.70 LENGTH OF CONTRACT

EFFECTIVE: May 8, 2006

- A. The standard classroom teacher's contract shall be for one hundred ninety (190) working days.
- B. The Superintendent specifically reserves the right to extend (but not reduce) the length of contracts of certified personnel in order to best meet the needs of the district.
- C. The affected certified personnel shall be paid at their daily rate of pay.
- D. The affected certified personnel shall not be compelled or coerced to agree to the extended contract. Rather, the extension must be mutually agreed to by both parties.

History PPC:

History BOE: Revised 6/14/2004, 5/8/06

3.71 QUALIFICATIONS AND DUTIES

EFFECTIVE: January 12, 2004

- A. The Board of Education requires that each professional employee in the School District hold a degree from an accredited college or university.
- B. Each professional employee shall hold a current and valid Arkansas Teacher's Certificate, which shall be on file in the Office of the Superintendent of Schools or the County Clerks office; or shall have an Additional Licensure Plan (ALP) and be making progress to satisfy the requirements of that Additional Licensure Plan (ALP) as stipulated by State Law.

- C. A district employee must fulfill the professional development requirements set forth by state law during his term of employment.

History PPC:

History BOE: Revised 1/12/2004

3.72 MATERNITY LEAVE

EFFECTIVE: January 12, 2004

- A. A certified employee who becomes pregnant shall provide written notice thereof to her principal and the Superintendent of Schools within thirty (30) days of the foreseeable leave.
- B. In order to promote continuity of instruction, certified staff members may be allowed to teach as long as they are physically able, provided they furnish notification no less than thirty (30) days prior to the termination of their teaching duties, and further provided that the certified teacher furnish a physician's statement at the Board of Education's discretion that the said certified teacher is physically able to perform her teaching duties.
- C. Sick leave may be used as a maternity leave.
- D. If a teacher delivers during the summer, she has the following options:
1. Return to her teaching position after presenting the school principal with a written notice from her physician that she is physically fit for full-time employment.
 2. Return at the beginning of the second semester, or
 3. Request a year's maternity leave.

If a teacher delivers during the first semester, she has the following options:

1. Return to her teaching position after presenting the school principal with written notice from her physician that she is physically fit for full-time employment.
2. Return at the beginning of the second semester, or
3. Request maternity leave for the remainder of the school year.

If a teacher delivers during the second semester, she has the following options:

1. Return to her teaching position after presenting the school principal with written notice from her physician that she is physically fit for full-time employment, or
2. Request maternity leave for the remainder of the school year.

It is the professional responsibility of the teacher to declare her intentions to the administration as soon as possible in order that a competent replacement may be secured. The teacher must declare her intentions no later than three weeks after delivery barring unforeseen medial complications.

Maternity leave may be granted without pay at the option of the teacher.

Two weeks' notice will be given to the school principal before the teacher expects to begin employment. Upon re-employment, all benefits to which said teacher was entitled at the time her maternity leave commenced will be restored to her.

Re-employment will be guaranteed through the first day following termination of the leave option request, but not beyond this time. On return to service, the teacher will be re-employed at her previous position.

History PPC:

History BOE: Revised 1/12/2004

3.73 CATASTROPHIC LEAVE

EFFECTIVE: April 13, 2009

- A. **RATIONALE:** Such a bank would make it possible for full-time employees with large amounts of accumulated sick leave to donate it to the bank. Employees would have the reassurance that paid leave would be available if a catastrophe occurred.
- B. **PURPOSE:** The purpose of this policy is to grant to its participants extended leave above and beyond regular leave in instances of catastrophic health care conditions, accidents or events suffered by the member, their spouse, their children, their parents, or person(s) for whom they are the primary legal guardian.

DEFINITIONS:

Catastrophic health condition: An instance of catastrophic health care conditions, accidents or events suffered by the member, their spouse, their children, their parents, or person(s) for whom they are the legal guardian which requires an employee's unexpected absence from duty for a prolonged period of time in which all the employee's earned leave days are exhausted.

Catastrophic leave: means paid leave, which is transferred to a leave recipient from the Catastrophic Leave Pool.

Catastrophic Leave Pool: A pool of accrued sick leave voluntarily donated by fulltime employees, which may be approved by the leave pool committee for use by other full-time certified and classified employees who are pool members.

Catastrophic Leave Committee: Each school building will have one representative elected by the teachers. Representatives will serve a term of three years. In order to keep some consistency, three buildings will elect new representatives in May of 2003 for the 2003-2004 school year. The other two buildings will elect their representatives in May of the 2004-2005 school year. This will provide a rotation of committee members from each building. The Superintendent of Schools will appoint two administrative representatives to serve a three-year term. The district bookkeeper will be a standing member of the committee and represent the classified personnel.

Morrilton High School will elect a representative for the 2003-2004 school year. All other buildings will have an election, chosen by lots, and conducted by the personnel Policy Committee.

Employee: A person who has been employed for one calendar year by the South Conway County School District and who is compensated on a full time basis (full time is defined as a person who works a minimum of six hours a day and receives full sick leave benefits - ten days per year).

Leave Donor: An employee whose voluntary written request to donate sick leave to the catastrophic leave pool has been approved by the committee. No employee shall be allowed to be a leave donor if such donation will reduce that employee's accrued sick leave to less than nine (9) days. All contributions to the leave bank must be made on a Catastrophic Leave Contribution Form and forwarded to their building representative or person designated by their building representative to receive them. Each building representative has the responsibility of making sure that these contribution forms are turned in to the central office.

Leave Recipient: An employee who is currently a leave pool member as defined by this policy for which the committee has approved an application to receive catastrophic leave from the catastrophic leave pool bank.

Serious Medical Condition: A disastrous situation in which an employee is incapacitated and therefore prevented from the performance of assigned duties due to a disability, serious illness or injury of the member, their spouse, their children, their parents, or person(s) for whom they are the legal guardian that requires the employee's absence from duty as documented by a physician for a prolonged period of time. Examples of items not normally covered by this policy include short-term illnesses, accidents covered by workmen's compensation or routine pregnancy. If, however, it is necessary for an employee to remain away from work for more than six weeks during a pregnancy, according to a doctor's recommendation, that employee is eligible to apply for relief from the sick leave pool. The committee may require a second opinion by the physician of their choice.

Prolonged Period of Time: Ten (10) or more consecutive days whereby a serious medical condition or injury prevents the employee from performing the employee's assigned duties.

Catastrophic Leave Pool Member: A current full-time employee, for at least one calendar year, who has accrued ten (10) days of leave at the time of donation. To qualify for membership in the bank, the employee must voluntarily contribute one of their sick leave days to the bank each school calendar year during the designated times established by the committee. With a one-day contribution to the bank, that employee remains a qualified member for that school year. Once a day has been contributed to the bank, that day is exclusively owned by the bank and cannot be retrieved by the donor under any circumstances. Membership must be renewed each school year with a minimum of a one-day donation. If a member drops out, they must meet initial requirements to rejoin.

Sick Leave Year: The sick leave year shall be the same as the employees contracted year for the current school calendar year.

C. GENERAL INFORMATION

1. Catastrophic leave may only be donated or granted in full day increments with no limit. No half/partial days can be donated or granted.
2. While a leave recipient is on catastrophic leave, he/she will receive normal district benefits.
3. No employee shall be allowed to be a leave donor if such donation will reduce that employee's accrued sick leave to less than nine (9) days.
4. Days granted to a recipient do not require repayment.
5. Days donated shall be filed and recorded at central office with district bookkeeper.
6. Membership must be renewed each contracted school year with a minimum of a one-day donation.

7. Donations may not take place simultaneously with an application for withdrawal from the pool.
8. Donations of leave to the pool may only be made during times designated by the catastrophic leave committee.
9. District wide request for donations to the pool will be made each fall for the current school year. Donations made in the spring will be designated for the forthcoming school year. Unlimited days may be donated in the spring.
10. Additional request for donations to the pool will be made at the discretion of the catastrophic leave pool committee from members and nonmembers and committee may waive application deadlines in order to gain days from potential members.
11. Any unused catastrophic leave will be returned to the pool in the event the employee is terminated, or returns to work prior to the expiration of the previously approved catastrophic leave period.
12. Catastrophic Leave, which would result in a negative balance in the Catastrophic Leave Pool, shall not be approved.
13. Catastrophic leave shall not be awarded prior to the date the request is received for processing. Thus it cannot be awarded retroactively. The leave will be based on the request date, not the approved date.
14. The committee shall have a chairperson and a recording secretary elected by the committee.
15. All operational rules, governing bylaws, and procedural requirements can be amended by a majority vote of the catastrophic leave bank membership. Final approval of all operational rules, governing bylaws and procedural requirements is at the discretion of the South Conway County School Board of Education.
16. A quorum of the committee consisting of a least six (6) members must be present to conduct official business. A majority of those present will be necessary to approve action on any issue.

D. REVIEW GUIDELINES- All requests will be reviewed using the following parameters:

1. The applicant must be a current member and all accumulated leave and leave due for the current year must first be used.
2. All applications requesting leave must be submitted on the Catastrophic Leave Application. Applications can be acquired through a building representative. Because of the nature of catastrophic illness/injury employees may be unable to make an application for themselves. In such cases, persons other than the district employee can request leave on their behalf. The completed application shall be given to a committee member. Although no employee can be granted leave until he/she has used all available leave, an application may be completed and given to the committee member before all available leave is used. Applying early may be advantageous to the applicant since the leave will be based on the date the request is received.
3. No member shall be approved for leave unless the employee has provided a completed application and acceptable medical certification from a physician supporting the continued absence, and setting forth that the member, their spouse, their children, their parents or the person for whom they are the legal guardian is and will continue to be incapacitated therefore prohibiting the employee from performing their duties due to the illness or injury. Information relative to the employee's assigned duties, such as functional job descriptions, may be made

available to the physician. The committee may request a second opinion by a doctor of their choice.

4. In no case shall catastrophic leave be granted beyond the date the physician certifies that the employee is able to return to work. The committee may request a second opinion by a doctor of their choice.
 5. Applications for leave shall be reviewed on a first filed, first considered basis.
 6. No employee shall be approved for catastrophic leave if the employee is currently receiving workmen's compensation or Social Security disability benefits.
 7. The catastrophic leave committee will meet and vote within five (5) working days of receiving a complete application. The decision of the committee will be made in writing. The decision of the committee will be final.
 8. The leave committee reviews and determines which applications will be granted. The committee will vote by secret ballot to determine if the applicant is eligible. In event that a member cannot be present for the voting they may cast an absentee vote. Eligibility will be determined by a majority vote. The committee may vote to grant full request, a portion of the request, or to deny the request by a majority vote. The applicant or his/her family will be notified of the decision in writing as soon as possible. Copies of the application and written decision will be turned in to the central office as soon as possible.
 9. Applicants who have had a leave request denied may reapply if their circumstances change. It will be the employee's responsibility to provide data and information of any changes that could affect their disability leave.
 10. All matters, decisions and records will remain confidential among committee members.
 11. Records of donors/recipients will be kept in the central office of the South Conway County School District.
- E. When the catastrophic leave pool exceeds 3000 days the contribution of one sick day for the school year will not be required. Those who are current members at the time the pool exceeds 3000 days will continue membership. Employees who are not current members but meet eligibility guidelines may become members upon contribution of one sick day to the pool.

Legal References: A.C.A. § 6-17-1208

History PPC:

History BOE: Revised 1/12/2004, 4/13/09

3.74 PERSONNEL POLICY COMMITTEE TERMS

EFFECTIVE: March 13, 2006

- A. Each individual building (ie school) will nominate one (1) PPC representative. However, if an individual school building has fifty (50) or more certified staff members, it will nominate two (2) PPC representatives for that school year. The slate of nominees will be voted on by all certified staff.

B. Each PPC representative will serve a two-year term.

***Legal Reference:** A.C.A. §6-17-203 B*

History PPC: Revised 3/10/06

History BOE: Adopted 9/13/2004, Revised 3/13/06

ADMINISTRATIVE 2011-2012 SALARY SCHEDULE

Approved: July 11, 2011

| Step | Dir of Learn Serv | Trans/Maint. Director | Director SPED/504 | RVTC Director | HS | School Psychologist |
|-------------|-------------------|-----------------------|-------------------|---------------|------------|---------------------|
| APSCN | D40 | D40 | B10 | A00 | D40 | |
| 1 | \$69,350 | \$70,000 | \$53,000 | \$50,250 | \$73,400 | \$43,000 |
| 2 | \$70,150 | \$70,800 | \$53,600 | \$50,900 | \$74,200 | \$43,600 |
| 3 | \$70,950 | \$71,600 | \$54,200 | \$51,550 | \$75,000 | \$44,200 |
| 4 | \$71,750 | \$72,400 | \$54,800 | \$52,200 | \$75,800 | \$44,800 |
| 5 | \$72,550 | \$73,200 | \$55,400 | \$52,850 | \$76,600 | \$45,400 |
| 6 | \$73,350 | \$74,000 | \$56,000 | \$53,650 | \$77,400 | \$46,200 |
| 7 | \$74,350 | \$75,000 | \$56,900 | \$54,450 | \$78,400 | \$47,000 |
| 8 | \$75,350 | \$76,000 | \$57,800 | \$55,250 | \$79,400 | \$47,800 |
| 9 | \$76,350 | \$77,000 | \$58,700 | \$56,050 | \$80,400 | \$48,600 |
| 10 | \$77,350 | \$78,000 | \$59,600 | \$56,950 | \$81,400 | \$49,600 |
| 11 | \$78,350 | \$79,000 | \$60,500 | \$57,850 | \$82,400 | \$50,600 |
| 12 | \$79,550 | \$80,200 | \$61,580 | \$58,750 | \$83,600 | \$51,600 |
| 13 | \$80,750 | \$81,400 | \$62,660 | \$59,650 | \$84,800 | \$52,600 |
| 14 | \$81,950 | \$82,600 | \$63,740 | \$60,550 | \$86,000 | \$53,700 |
| 15 | \$83,150 | \$83,800 | \$64,820 | \$61,550 | \$87,200 | \$54,800 |
| 16 | | \$85,200 | | | | \$55,900 |
| 17 | | \$86,600 | | | | \$57,100 |
| 18 | | \$88,000 | | | | \$58,300 |
| Days | 240 | 240 | 210 | 210 | 240 | 205 |

| Step | HS Asst. | Jr.High | Assist Jr. High | Elem | Asst. Elem | |
|-------------|------------|------------|-----------------|------------|------------|--|
| APSCN | D20 | D40 | D20 | D25 | D20 | |
| 1 | \$58,100 | \$68,300 | \$56,300 | \$60,410 | \$55,620 | |
| 2 | \$58,740 | \$69,100 | \$56,940 | \$61,110 | \$56,220 | |
| 3 | \$59,380 | \$69,900 | \$57,580 | \$61,810 | \$56,820 | |
| 4 | \$60,020 | \$70,700 | \$58,220 | \$62,510 | \$57,420 | |
| 5 | \$60,660 | \$71,500 | \$58,860 | \$63,210 | \$58,020 | |
| 6 | \$61,460 | \$72,300 | \$59,660 | \$63,910 | \$58,620 | |
| 7 | \$62,260 | \$73,300 | \$60,460 | \$64,810 | \$59,420 | |
| 8 | \$63,060 | \$74,300 | \$61,260 | \$65,710 | \$60,220 | |
| 9 | \$63,860 | \$75,300 | \$62,060 | \$66,610 | \$61,020 | |
| 10 | \$64,660 | \$76,300 | \$62,860 | \$67,510 | \$61,820 | |
| 11 | \$65,620 | \$77,300 | \$63,820 | \$68,590 | \$62,620 | |
| 12 | \$66,580 | \$78,500 | \$64,780 | \$69,670 | \$63,420 | |
| 13 | \$67,540 | \$79,700 | \$65,740 | \$70,750 | \$64,220 | |
| 14 | \$68,500 | \$80,900 | \$66,700 | \$71,830 | \$65,020 | |
| 15 | \$69,460 | \$82,100 | \$67,660 | \$72,910 | \$65,820 | |
| 16 | | | | | | |
| 17 | | | | | | |
| Days | 220 | 240 | 220 | 225 | 220 | |

CERTIFIED 2011-2012 SALARY SCHEDULE

Approved: JULY 11, 2011

Graduate hours must be related to your area of certification

| Step | BS | BS + 15 | BS +30 | Masters | MS + 15 |
|------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 1 | \$31,700 | \$33,100 | \$34,700 | \$36,300 | \$37,800 |
| 2 | \$32,150 | \$33,550 | \$35,150 | \$36,800 | \$38,300 |
| 3 | \$32,600 | \$34,000 | \$35,600 | \$37,300 | \$38,800 |
| 4 | \$33,050 | \$34,450 | \$36,050 | \$37,800 | \$39,300 |
| 5 | \$33,500 | \$34,900 | \$36,500 | \$38,300 | \$39,800 |
| 6 | \$33,950 | \$35,350 | \$36,950 | \$38,800 | \$40,300 |
| 7 | \$34,550 | \$35,950 | \$37,550 | \$39,500 | \$41,000 |
| 8 | \$35,150 | \$36,550 | \$38,150 | \$40,200 | \$41,700 |
| 9 | \$35,750 | \$37,150 | \$38,750 | \$40,900 | \$42,400 |
| 10 | \$36,350 | \$37,750 | \$39,350 | \$41,600 | \$43,100 |
| 11 | \$36,950 | \$38,350 | \$39,950 | \$42,300 | \$43,800 |
| 12 | \$37,700 | \$39,100 | \$40,700 | \$43,200 | \$44,700 |
| 13 | \$38,450 | \$39,850 | \$41,450 | \$44,100 | \$45,600 |
| 14 | \$39,200 | \$40,600 | \$42,200 | \$45,000 | \$46,500 |
| 15 | \$39,950 | \$41,350 | \$42,950 | \$45,900 | \$47,400 |
| 16 | \$40,700 | \$42,100 | \$43,700 | \$46,800 | \$48,300 |
| 17 | \$41,600 | \$43,000 | \$44,600 | \$47,800 | \$49,300 |
| 18 | \$42,500 | \$43,900 | \$45,500 | \$48,800 | \$50,300 |

RIVER VALLEY TECHNICAL CENTER
2011-2012 SALARY SCHEDULE
 Adopted: JUNE 8, 2009
 Base Salary is calculated for 195 days ex: Director

| Step | Work Exp. Only | AA/AAS Degree | BSE | BS + 15 | BS +30 | Masters | MS + 15 |
|-------------|----------------|---------------|------------|------------|------------|------------|------------|
| 1 | \$0 | \$0 | \$31,611 | \$33,150 | \$34,689 | \$36,229 | \$37,768 |
| 2 | \$0 | \$0 | \$32,073 | \$33,612 | \$35,151 | \$36,742 | \$38,281 |
| 3 | \$0 | \$30,676 | \$32,535 | \$34,074 | \$35,613 | \$37,255 | \$38,794 |
| 4 | \$30,000 | \$31,076 | \$32,997 | \$34,536 | \$36,075 | \$37,768 | \$39,307 |
| 5 | \$30,400 | \$31,476 | \$33,459 | \$34,998 | \$36,537 | \$38,281 | \$39,820 |
| 6 | \$30,800 | \$31,876 | \$33,921 | \$35,460 | \$36,999 | \$38,794 | \$40,333 |
| 7 | \$31,350 | \$32,426 | \$34,536 | \$36,075 | \$37,614 | \$39,513 | \$41,052 |
| 8 | \$31,900 | \$32,976 | \$35,151 | \$36,690 | \$38,229 | \$40,232 | \$41,771 |
| 9 | \$32,450 | \$33,526 | \$35,766 | \$37,305 | \$38,844 | \$40,951 | \$42,490 |
| 10 | \$33,000 | \$34,076 | \$36,381 | \$37,920 | \$39,459 | \$41,670 | \$43,209 |
| 11 | \$33,550 | \$34,626 | \$36,996 | \$38,535 | \$40,074 | \$42,389 | \$43,928 |
| 12 | \$34,250 | \$35,326 | \$37,766 | \$39,305 | \$40,844 | \$43,313 | \$44,852 |
| 13 | \$34,950 | \$36,026 | \$38,536 | \$40,075 | \$41,614 | \$44,237 | \$45,776 |
| 14 | \$35,650 | \$36,726 | \$39,306 | \$40,845 | \$42,384 | \$45,161 | \$46,700 |
| 15 | \$36,350 | \$37,426 | \$40,076 | \$41,615 | \$43,154 | \$46,085 | \$47,624 |
| 16 | \$37,050 | \$38,126 | \$40,846 | \$42,385 | \$43,924 | \$47,009 | \$48,548 |
| 17 | \$37,900 | \$38,976 | \$41,770 | \$43,309 | \$44,848 | \$48,035 | \$49,574 |
| Days | 195 | 195 | 195 | 195 | 195 | 195 | 195 |

**2011-2012
Substitutes**

| | | | |
|---|------------|---------------|--|
| Regular | Substitute | District Wide | 55 |
| Teaching Certificate with 0 – 9 years of exp. | Substitute | District Wide | 75 |
| Teaching Certificate with 10+ years of exp. | Substitute | District Wide | 100 |
| Long Term Sub – 10 consecutive days has Teaching Certificate | Substitute | District Wide | Pay Based on Degree & Teacher Schedule |

2011-2012 Stipends

| Days | Job Description | Grade | Percentage | Rate |
|-----------------------|-----------------|---------------------------------|------------|--------|
| Base Bachelors | | 31,700.00 | | |
| 240 | | Athletic Director | | |
| 205 | Head | Baseball | 9 - 12 | 9.00% |
| 205 | Assist | Baseball | Sr. High | 4.00% |
| 225 | Head | Basketball | Sr. High | 29.20% |
| 205 | Assist | Basketball | Sr. High | 11.50% |
| 205 | Head | Basketball | Jr. High | 11.50% |
| 205 | Assist | Basketball | Jr. High | 8.40% |
| 190 | Head | Cross Country | 9 - 12 | 2.60% |
| 225 | Head | Football | Sr. High | 29.20% |
| 210 | Assist. Head | Football | Sr. High | 14.60% |
| 210 | Assist | Football | Sr. High | 11.50% |
| 210 | Head | Football | Jr. High | 11.50% |
| 210 | Assist | Football | Jr. High | 8.40% |
| 190 | Head | Golf | Sr. High | 2.60% |
| 190 | Head | Soccer | Sr. High | 7.00% |
| 190 | Assist | Soccer | Sr. High | 3.50% |
| 205 | Head | Softball | Sr. High | 9.00% |
| 205 | Assist | Softball | Sr. High | 4.00% |
| 190 | Head | Tennis | Sr. High | 2.60% |
| 190 | Head | Track | Sr. High | 6.00% |
| 190 | Head | Track | Jr. High | 5.00% |
| 205 | Head | Volleyball | Sr. High | 17.10% |
| 205 | Head | Volleyball | Jr. High | 9.00% |
| 205 | Assist | Volleyball | Sr. High | 9.00% |
| | | Cheerleaders | HS | 4.90% |
| | | Cheerleaders | Juniors | 3.90% |
| | | Cheerleaders | 7th | 1.90% |
| | | Dance/Drill | Sr. High | 4.90% |
| | | Dance/Drill | Juniors | 3.90% |
| | | Majorette | Sponsor | 1.60% |
| | | Same Sport 2nd assignment is 4% | | 1,268 |

**South Conway County School District
Stipends - Organizations
2011-2012**

| Days | Grade | Organization | Amount |
|------|----------|--------------------------------|----------|
| | MHS | Academic - French | 150.00 |
| | MHS | Academic - Library | 150.00 |
| | MHS | Academic - Math | 150.00 |
| | MHS | Academic - Science | 150.00 |
| | MJHS | Academic - Science | 150.00 |
| | MHS | Academic - Spanish | 150.00 |
| | MHS | Academic - Thespian | 150.00 |
| | District | ACSIP Chair | 500.00 |
| | MHS | Art Club | 150.00 |
| | MHS | Auditorium Manager | 400.00 |
| 215 | MHS | Band Coordinator | 2,000 |
| 215 | MJHS | Band Director Assist. | 4,000 |
| 215 | MHS | Band Director Head | 6,000 |
| 215 | MIS | Band Director Head | 3,000 |
| | MHS | Beta | 150.00 |
| | MJHS | Beta | 50.00 |
| 220 | MHS | Counselor FT | 3,000 |
| 210 | MHS | Counselor PT | 2,500 |
| 205 | MJHS | Counselor FT | 1,500 |
| 205 | Elem | Counselor FT | 1,000 |
| | MHS | Department Chair | 500.00 |
| | MHS | Fishing Club | 150.00 |
| | District | G/T Coordinator | 3,000.00 |
| | MHS | Newspaper | 500.00 |
| | District | Parent Involvement | 300.00 |
| | MHS | Plays x2 | 500 each |
| | MHS | Prom | 300.00 |
| | MHS | Quiz Bowl | 750.00 |
| | MJHS | Quiz Bowl | 200.00 |
| | MHS | Student Council | 250.00 |
| | MHS | Vocational - FBLA | 150.00 |
| | MHS | Vocational - FCCLA | 150.00 |
| | MHS | Vocational - FFA | 150.00 |
| | MHS | Vocational - GCE | 150.00 |
| | MHS | Yearbook | 750.00 |
| | MJHS | Yearbook | 187.50 |
| | | | |
| | Dist | Doctoral | 3,000.00 |
| | Dist | Itinerant >12 months | 600.00 |
| | Dist | Itinerant 12 months | 480.00 |
| | Dist | National Board | 1,000.00 |