

**CERTIFIED**

**Personnel Policies**

**2013-2014**

# CERTIFIED PERSONNEL POLICIES CEDARVILLE PUBLIC SCHOOLS Approved August 25, 2011

The policies are valuable to the Board, the School and Staff.

1. They bring clarity to school operation.
2. They bring understanding of the school operation.
3. They bring good will by giving assurance.
4. They provide direction and stability.
5. They provide control and efficiency.
6. They provide the legal basis for operation of the school.

\*Policies were revised and/or additions made on July 15, 1996; November 18, 1996; January 26, 1998; February 23, 1998; March 23, 1998; June 15, 1998; March 22, 1999; June 21, 1999, August 21, 2000, August 20, 2002, July 17, 2003, November 9, 2006, September 13, 2007, August 21, 2008, August 13, 2009, August 19, 2010, August 25, 2011, October 2013

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## STATEMENT OF PHILOSOPHY

The primary aim of the Cedarville Schools is to serve the educational needs of its students, to always maintain an open door policy, and to help improve the standards of this community. Since the basic aim of education is obtaining knowledge, the Cedarville Schools should provide each student with a variety of knowledge; the Cedarville Schools should provide each student with a variety of experiences and activities to enrich his or her learning and to develop individual mental, physical, moral, emotional and social potentials.

The curriculum should be flexible enough to provide for the individualizing of the learning process so that the differing needs and abilities, whether gifted, average or below average, would be met.

The role of the teacher is to create an atmosphere conducive to learning, to plan, to inspire, and to provide guidance to meet individual goals.

Recognizing the pursuit of learning is not limited to the basic subject areas, there should be a developing attitude toward citizenship emphasizing moral standards, cleanliness, and good sportsmanship.

It shall be the policy of the Cedarville Board of Education that the District shall not discriminate against any person on the basis of race, color, national origin, sex, age, or handicap in accordance with state and federal laws.

## **OBJECTIVES**

The objective of this educational system will be in accordance with the philosophy. The objectives are as follows:

1. To provide the highest degree of instruction within our means for all people of the community.
2. To prepare those who wish to further their education by providing an adequate foundation for it.
3. To prepare graduating students by providing training and a basic understanding of what knowledge and skills will be required for satisfactory living in today's world.

## **PERSONNEL POLICY COMMITTEE**

1. There shall be a personnel policy committee (Act 479 of 1989) comprised of no fewer than five (5) faculty members, and no more than three (3) administrators, one of which may be the superintendent. Two (2) committee members shall be elected from the elementary school, two (2) committee members from the middle school, and two (2) committee members from the high school. Committee members shall serve two (2) year terms. These terms shall be staggered, so there will always be at least three (3) experienced members on the committee. May 20, 1996
2. The classroom teacher members of the committee shall be elected by a majority of the classroom teachers voting from among all certified personnel without regard to membership in any particular organization, by secret ballot. The election shall be solely and exclusively conducted by the classroom teachers, including the distribution of ballots to all classroom teachers. (Act 56 of 1989) Any change to this policy will require an election held by all certified personnel.
3. The Personnel Policy Committee shall organize itself in the first quarter of each school year, elect a chairman and secretary, and develop a calendar of meetings throughout the year to review policy and any underpayment from previous years. (Act 902 of 1993)
4. If a personnel policy committee member misses more than two (2) consecutive meetings without a valid reason, he/she will be replaced by a new selected member. There will be a least eight (8) meetings (one per month) starting in September. The election to replace outgoing members will be held at the general faculty meeting in August.
5. Minutes of the committee meetings shall be promptly reported and distributed to members of the board and posted in the buildings of the district including administrative offices. (Act 902 of 1993)
6. Either the committee or the board of directors may propose new personnel policies or amendments to existing policies, if the proposals by the board have been presented to the committee at least ten (10) working days prior to presentation to the board. The

superintendent may recommend any changes in personnel policies to the board of directors or to the personnel policies committee. Such recommendations shall become proposals if adopted by either the board or the committee. (Act 1187 of 1993)

7. The committee will present its proposed policies or amendments to existing policies to the board of directors. These policy changes may be orally presented by the chair of the committee or a member designated by the chair. (Act 1108 of 1993)
8. After presentation to the board, final action may be taken at the next regular board meeting. The board shall have the authority to adopt, reject or refer back to the committee for further study and revision any proposed policies or amendments. (Act 902 of 1993)
9. Beginning July 1, 1991, no school district shall receive in any year any funds from the Public School Fund until such district has filed its current personnel policies, including any salary schedule, signed by the president of the board with the Department of Education. (Act 170 of 1991)
10. Each teacher shall be given a set of the School District's Personnel Policies, and a copy of policy up- dates within 30 days of adoption.
11. The district's personnel policies in effect at the time of the teacher's contract shall be considered part of the contract and will be binding upon both parties. (Standard teacher's contract)

## **THE ORGANIZATION--PERSONNEL**

The organization structure of the school consists of the various personnel employed to administer, supervise, and operate in the various phases of the Cedarville School Educational Program.

Administrative Personnel:

### **SUPERINTENDENT**

Qualifications for the Superintendent:

- (a) The Candidate for Superintendent shall have an administrator's certificate which is valid and in force in the State of Arkansas.
- (b) He shall have specialized training in the educational and business administration of public schools.
- (c) He shall have demonstrated by suitable experience that he possesses qualities of professional and civic leadership and that he is capable of leading a staff and a community in an effective and ever improving school program.
- (d) He shall be of good character and moral repute and shall possess high ethical standards.

### **ELECTION AND CONTRACT**

- (a) The Superintendent shall be elected annually at the January meeting of the Board.
- (b) He shall be employed in a one, two, or three year contract--effective July 1, of the current year.
- (c) The Superintendent's contract, salary, and benefits shall be negotiated between school board and superintendent.

## **MAJOR DUTIES AND RESPONSIBILITIES**

- (a) Administer the policies, rules, and regulations of the Board of Education in a positive manner which will make possible an ever improving educational program designed to meet effectively the needs and desires of the local community and more specifically, the needs of each student
- (b) Attend and participate in all meetings of the Board and Board Committees, except when his election, tenure, efficiency or salary is being considered or when he is otherwise excused.
- (c) Keep the Board adequately and accurately informed through facts, figures, and explanations, so that it can perform more efficiently its duty of legislation of the schools.
- (d) Recommend the number and types of positions required to provide proper personnel for adequate maintenance for the schools.
- (e) Make recommendations for school policies, plans, programs, improvements, and expansion.
- (f) Recommend for appointment, election, or employment, all employees and recommend for dismissal any or all employees except himself.
- (g) Direct the development of the annual budget and recommend its adoption to the Board.
- (h) Administer adopted budget in accordance with legal requirements and with the adopted policies of the Board.
- (i) Subject to Board approval, have the authority to make such rules and regulations, and to give such instructions to all school employees as are necessary to assure an effective school program which operated in keeping with the agreed upon school philosophy and school policies.
- (j) See that all constitutional or statutory laws and charters and all state regulations governing the schools are effectively carried out.
- (k) Perform any other equitable duties which the Board may require.

## **PRINCIPALS**

### **Qualifications:**

- (a) Hold a current Elementary or Secondary Administrator's certificate.
- (b) Meet all criteria necessary to satisfy the requirements of the State Accrediting agency.

## **ELECTION AND CONTRACT**

- (a) He/she shall be elected annually at the February Board meeting.
- (b) Be given a one, two, or three year contract, effective July 1, of the current year, upon the recommendation of the Superintendent. (Act 1959 Statute 80-1235)

## **MAJOR DUTIES AND RESPONSIBILITIES**

- (a) Work cooperatively with the administration for the promotion of the total school program and shall execute at all times the regulations, rules, policies and objectives of the school.
- (b) Direct, supervise and counsel when improvement is needed, and evaluate the work of all personnel assigned to his/her supervision, and shall recommend them to the Superintendent for election or dismissal, based on a proper evaluation.
- (c) Coordinate the activities in the school.

- (d) Perform other duties which the Board or superintendent may require.

## **INSTRUCTIONAL PERSONNEL**

### **Qualifications**

- (a) Have at least a bachelor's degree from an accredited college or university, or to certified by the Arkansas State Department of Education, as a vocational teacher.
- (b) Be certified in his/her teaching field by the Arkansas State Department of Education.
- (c) Have satisfactory recommendations concerning character and professional qualifications.
- (d) Meet all legal requirements for employment.

## **ELECTION AND CONTRACT**

All new applicants for a teaching position in the Cedarville Schools shall file a written application in the office of the Superintendent.

The teachers shall be elected by the Board upon recommendation of the Superintendent who will have consulted the principal for election, reelection, or dismissal of the teachers.

Teachers being recommended for renewal will be recommended for renewal at the March board meeting. (Act 1959 Statute 80-1236).

Teachers whose contract is based on a nine-month term will be considered to be hired to work 190 days. This includes actual teaching days, workshops and teacher meetings.

If additional days are added to a teacher's contract or if the teacher is required to work more days than provided for under the teacher's contract, then the teacher's pay under the contract shall be increased proportionately so that the teacher will receive pay for each day added to the contract or each additional day the teacher is required to work at no less than the daily rate paid to the teacher under the teacher's contract. (Act 712 of 1989)

Reflected on 1998-99

Salary schedule.

## **CRIMINAL BACKGROUND CHECK**

It is not the policy of the Cedarville School District to pay the fee required for the Criminal Record Check required before employing a new certified employee. Prospective employees are responsible for paying the required fee.

Model Motion before hiring a new employee for the Cedarville School District: "I move that (name) be conditionally offered a position as (Position). A contract will be issued only if (Name) passes the criminal record check as required by state law. This offer is void if (name) does not pass the criminal record check." Motion made by Board Member. Act 1314 of 1997 -

Background Checks - Certified

Adopted February 23, 1998.



## **CERTIFIED PERSONNEL EMPLOYMENT**

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.

The Cedarville School District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, or disability.

Date Adopted: November 9, 2006

## **CERTIFIED PERSONNEL OUTSIDE EMPLOYMENT**

An employee of the District may not be employed in any other capacity during regular working hours.

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.

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

Date Adopted: November 9, 2006

## **CERTIFIED PERSONNEL CONTRACT — RETURN**

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.

Failure of an employee to return the signed contract to the office of the Superintendent within thirty (30) days of the receipt of the contract shall operate as a resignation by the employee. No further action on the part of the employee, the Superintendent, or the School Board shall be required in order to make the employee's resignation final.

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

Date Adopted: February 23, 1998

Revised: November 9, 2006

## **Major Duties and Responsibilities**

- (a) Teach under the general direction of the Superintendent and under the immediate supervision and direction of the principal.
- (b) Deal firmly, kindly, justly, and impartially with all the students.

- (c) Be responsible for carrying out to the best of his/her ability the policies, rules, and regulations established by the Board.
- (d) Be considerate, cooperative, and loyal in his/her relationships to fellow staff members, students, and parents, and he/she shall without exception respect confidential and official information.
- (e) Be encouraged to maintain active membership in professional organizations.
- (f) The phrase "extra duties as assigned" would be removed from the teacher's contracts; instead, it would be added to the personnel policies.
- (g) Teachers will be hired to work the ballgames and will be paid at a set amount per event.

## **Personnel Appearance Code**

Cedarville School District classroom teachers and other professional staff members should always exemplify high standards of personal appearance and physical characteristics which are conducive to effective teaching and learning. Students view their teachers as role models; therefore, it is incumbent upon all employees to portray the best possible image to the Cedarville community. All personnel will be expected to dress in professional attire and in a manner that is appropriate to the teaching profession.

Attire should always reflect the respect he/she has for himself/herself and others. Attire should also be of such a nature as to elicit respect from students and generally teach respect for authority. Clothing for all must not be distracting and be appropriate in length and fit. Clothing that exposes underwear, buttocks, or the breast of a female are prohibited.

Female employee's blouses shall not be revealing in cut, style and material. No halter tops or tank tops are allowed. Sleeveless tops are allowed as long as they are not revealing.

Male instructional staff shall be expected to wear long pants and shirts. Ties are recommended, and sport coats and suits are encouraged, but not required.

No excessive casualness is permitted. Torn, ripped or faded jeans will not be permitted. Shorts, plain sweats, plain white T-shirts, or overalls, revealing/provocative shirts and tops, short skirts, spandex or similar tight outfits will not be permitted without prior administrative approval. Slippers, flip-flops, house shoes, and other similar foot apparel are not considered professional attire. Dress and grooming shall be clean and in keeping with health and sanitary practices. Hats/caps, unusual headdress, and sunglasses shall not be used inside buildings unless administrative permission has been given. Shrink tops, see-through tops, tops that expose the midriff, halter-tops, tank tops, low cut neck lines, clothing which exposes undergarments, midriffs or cleavages; tank tops and spaghetti straps shall not be permitted. Shirts must be buttoned within the top 2 buttons. Apparel that advertises alcoholic beverages, drugs and tobacco, or which is sexually suggestive or offensive or which shows foul or inappropriate language is not allowed. Jewelry and body piercing is to be limited to two earrings per ear. No other jewelry in any other body piercing will be allowed to be shown

In the event that an employee is considered to be dressed inappropriately, a conference with the building principal will be held. In the event a resolution cannot be reached, a Review Board, consisting of the two P.P.C. representatives from the employee's building and the building principal, will make the ruling as to the appropriateness of the dress. If a member of the Review

Board is not present, then a replacement will be chosen from the district's other principals and district P.P.C. members by the Review Board members present.

Legal References: A.C.A. § 6-18-502 (c) (1) A.C.A. § 6-18-503 (c)  
Revised: August 25, 2011

## **CERTIFIED PERSONNEL PLANNING TIME**

A master schedule shall be created by the building 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.

The planning time shall be in increments of not 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)  
Date Adopted: November 9, 2006

## **ASSIGNMENT OF EXTRA DUTIES FOR CERTIFIED PERSONNEL**

From time to time extra duties may be assigned to certified personnel by the school principal or the Superintendent as circumstances dictate.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: November 9, 2006

## **ASSIGNMENTS**

- (a) All classes shall have properly certified teachers.
- (b) Each teacher shall be notified of the coming year's assignment as soon as possible (preferably, before the closing of school).
- (c) Teachers shall be allowed to discuss proposed changes in assignments with the administration before they are final.
- (d) Teachers requesting changes in assignments will be given first consideration for any positions for which they qualify.
- (e) If the Board determines that a reduction in force is needed, the teachers in the closed out positions will be given higher priority than new applicants for any position open for which they are certified, seniority will be considered.
- (f) Duty Free lunch 80% of student contact time (Act 558-1987).
- (g) Teachers will perform extra duties as assigned by administration.

- (h) Act 1275 of 1997 - The job description of the position of counselor will be modified to incorporate changes made by Act 1275. Included in this action is that additional days to the counselor's position may be considered as administrator assistant duties.

Adopted February 23

## **PERSONNEL FILE**

- (a) Each teacher shall have the right to examine his/her files within the confines of the law.
- (b) Each teacher shall have an opportunity to react to items placed in his/her file.

## **PERSONAL AND ACADEMIC FREEDOM**

- (a) A teacher's private life is his/her own concern and will not be considered in judging his/her professional performance and competency except as it has been proven to damage his/her effectiveness or influence among the students.
- (b) A teacher shall be free to use his professional judgment in the pursuit of truth in fulfilling his/her teaching obligation.
- (c) All personnel will dress in a professional manner according to his/her duties. No excessive casualness is permitted (i.e. no shorts, plain sweats, plain white t-shirts, or overalls will be permitted).

## **CERTIFIED PERSONNEL TOBACCO USE**

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. Use of tobacco products will be permitted by school faculty and staff in areas off of the school site. Act 1555 Employees who smoke or use tobacco products in violation of state law will face disciplinary action. Employees found in violation of this policy will be given a warning the first time. Repeated violations of this law may result in termination or nonrenewal. Adopted February 23, 1998 and revised to meet state law August 21, 2000.

Legal Reference: A.C.A. § 6-21-609

## **CERTIFIED PERSONNEL COMPUTER USE POLICY**

The Cedarville 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 email.

Passwords or security procedures are to be used as assigned, and confidentiality of student records relating to personnel is to be maintained at all times. Employees must not disable or bypass security procedures, 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.

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. (See Employee Internet Agreement)

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

Date Adopted: February 23, 1998 Last Revised: November 9, 2006

### **WEB SITE PRIVACY POLICY**

The Cedarville School District operates and maintains a website for the purpose of informing the citizens of the district about its activities. The website does not use "cookies" or ISP addresses to collect or retain personally identifying information about visitors to its web site nor is any such information given to "third parties." Any data collected is used solely for the purpose of monitoring site activity to help the district improve the usefulness of the site to its visitors.

The site serves no commercial purpose and does not collect any information from individuals for such purpose.

Photographs of students, when associated with the student's name, shall not be displayed on any page of the district's web site without the prior written consent of the parent (or the student if 18 or older).

The site provides for email communication between the District and individuals for the purpose of exchanging information regarding the District and its activities or between teachers and their students. The site may also provide for password protected communication between the District and its staff.

Legal References: 15 U.S.C. § 6501 (COPPA)  
Date Adopted: August 21, 2008

### **SCHOOL WORKER DEFENSE PROGRAM**

Act 540 establishes a School Worker Defense Program to help defray legal costs of defense for school districts, school board members, and school employees. Employees facing criminal charges resulting from performance of job related duties who are subsequently acquitted or have charges against them dismissed or dropped are eligible for reimbursement of up to \$5,000 for attorney fees and costs of defense. The law also establishes a board to hear appeals on liability coverage's, etc.

## **ARKANSAS WHISTLEBLOWERS ACT**

Act 1523 protects public employees, including school district employees, who report the existence of any waste of public funds or violations of state law, rule, or regulation from retaliation or discharge by their employer.

## **ABILITY OF SCHOOL EMPLOYEE TO HOLD PUBLIC OFFICE**

Act 1302 of 1997

All employees of the Cedarville School District are free to exercise their rights as citizens and run for or accept appointment to public office if they so desire. However, employees should understand the following:

- (1) By law, a school board member may not work for the school district which he or she serves.
- (2) School districts may not grant any employee leave for the purpose or permitting the employee to engage in public service or related activities.
- (3) Employees may use their personnel days and vacation days (if applicable) to engage in public service or related activities, with the prior approval of the superintendent.
- (4) In addition, upon request to the school board, a maximum of ten additional days of unpaid leave may be granted to the employee for the purposes of engaging in public service or related activities. Legal Reference: A.C.A. § 6-17-115

## **USE OF SCHOOL FUNDS FOR NON-SCHOOL RELATED PURPOSES**

School funds shall not be used for political, charitable, or humanitarian purposes.

No employee of the District shall use school time, school property, school personnel, or school equipment for the purpose of furthering the interests of any political party, the campaign of any political candidate or the advocacy of any political issue or ballot issue whether partisan or non-partisan. School employees may participate as part of a community organization which is renting a school facility for a political purpose. Legal Reference: Arkansas Constitution Article 14 § 2

Date Adopted: August 21, 2008

## **CERTIFIED PERSONNEL POLITICAL ACTIVITY**

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.

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.

## **CERTIFIED PERSONNEL RECORDS AND REPORTS**

The superintendent or his/her designee shall determine, by individual or by position, those records a teacher is responsible to keep and those reports he/she is required to maintain. 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

Date Adopted: November 9, 2006

## **EVALUATION**

- (a) The Cedarville Evaluation Plan has been developed as a system of evaluation focusing on professional growth and development. Each certified teacher will be presented a completed Teacher / Administrator Evaluation Plan that was developed by a task force made up of representatives of the certified staff and was adopted by a vote of the teachers and approved by the Cedarville Board of Education as a system of evaluation.

Certified staff are strongly encouraged to review carefully the complete evaluation plan developed and adopted by the Cedarville School District. Cross Reference: Evaluation Process

## **LEAVES OF ABSENCE**

A teacher unable to report for work will notify the principal or designee. The School Employee Report of Absence Form will be submitted and signed by the teacher.

## **SICK LEAVE**

- (1) (Law 80-1251) Minimum sick leave provision. The Cedarville School District shall provide sick leave for each of its teachers at a minimum rate of 10 days per year at full pay. Such leave shall be in force beginning with the first day of the first school term for which each teacher is employed. Provided, if a teacher resigns or leaves his teaching position for any reason before the end of the school term, the district will deduct from his/her last pay check full compensation for any days sick leave used in excess of the number of days earned. A teacher shall be entitled to such leave only for reasons of personal illness and illness or death in his immediate family (including parents and parents-in-law).
- (2) (Act 834-1991) Used and accumulated leave. (a) A record of sick leave used and accumulated shall be established and maintained for each teacher. (b) Sick leave that is unused by a teacher during any school year shall be accumulated in that teacher's

sick leave account at a rate of one (1) day per month or major portion thereof employed until one hundred eighty (180) days have been accumulated. (c) A teacher who qualified for sick leave under 6-17-1204 may use any amount up to his total number of accumulated days. (d) Accumulated days of sick leave that are used up may be restored up to one hundred eighty (180) days in the same manner that they were first accumulated.

(2a) Whenever a schoolteacher is employed by the Cedarville School District, the teacher shall be granted credit for any unused sick leave accumulated by the teacher in the former school district in Arkansas but not to exceed a maximum of ninety (90) days. (b) The accumulated and unused sick leave credit shall be granted to the teacher upon furnishing proof in writing from the school district of former employment of the teacher.

(2b) Act 774 of 1999 allows any school employee to transfer up to 90 days of any unused sick leave to another school district, educational cooperative, state education, or two-year college.

(b) Act 1319 of 1997 - Sick leave for Classified Employees - Ability of married classified employees to use each other's sick leave accumulations.

Any certified employee (teacher) of the Cedarville School District who is married to an individual who is also a certified employee (teacher) of the Cedarville School district may transfer his or her own sick leave days to his or her spouse under the following circumstances:

(1) The receiving spouse has exhausted his or her accumulated sick leave days.

(2) The transferring spouse has an accumulation of one or more sick leave days.

(3) The transferring spouse makes a written request that a specific number of sick leave days be transferred, not to exceed the sick leave day balance of the transferring spouse.

Employees are credited with sick leave days at the beginning of each contract year, based on each employee working for the entire term of his or her contract, at the rate of one day per month or major portion thereof that the employee is under contract. Employees who have exhausted all sick leave, whether their own or that transferred to them who miss work because of sickness will have their pay docked accordingly. Any employee who used or transfers all of his or her sick leave days and whose employment is then terminated for any reason will have his or her last paycheck docked for the used or transferred sick leave days that were not earned. Adopted February 23, 1998.

Legal References: A.C.A. § 6-17-1201 et seq.

## **UNUSED SICK LEAVE**

After 90 days are accumulated at the rate of 1 day per month (not to exceed 12 days per year), the extra days may be sold to the school district at the certified substitute pay per day at the close of the school year. A notification of intent form must be filled out and signed at least 12 months prior to receiving payment for unused sick leave.

Personnel, who have exhausted their sick leave, will pay certified substitute pay up to 10 working



days for additional sick leave. A doctor's notice will be required to justify this benefit.

When you have been in the Cedarville School District (10) years or more, who have met the requirements to draw benefits from the Arkansas Teacher Retirement System, the district will purchase unused sick leave at the current pay rate of the certified substitute. The Maximum number of days that may be accumulated is 180. A (6) six month notice is required to obtain this benefit.  
Revised: 09/09/10

## **PERSONAL LEAVE**

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.

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions and do not qualify for other types of leave (for sick leave see Policy 3.9, for professional leave see below).

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.

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.

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.

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.

(1) Each teacher shall be granted two (2) days personal leave, whereby the substitute shall be paid by the district. Personnel may be able to use 3 days of sick leave as personal business, retroactive back to 95-96 school year. Board action November 18, 1996.

(2) (Policy concerning the act of God) If any employee is unable to attend work due to an act of God, he/she will be charged a personal leave day. If personal leave has been exhausted, the employee may use sick leave or pay for the substitute.

(3) Any unused personal days will be carried forward as sick days.

(4) It is strongly recommended that requests for personal business leave be made to the immediate supervisor in advance of the date that personnel leave is to be taken. Personnel leave is not encouraged on dates immediately before or after a school holiday date. (Exceptions may be made in case of emergency)

(5) The district will provide two personal days per calendar year. These will be converted, if not used, to sick days and carried over to the next school year. Board adopted December 15, 2005

## **PROFESSIONAL LEAVE**

“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.

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.

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.

Professional leave and school business leave may be granted by the principal with approval of the superintendent. Request for professional leave should be made two weeks in advance of the date requested and on the professional development form available in each principal’s office.

In compliance with Act 1151 of 1993, Cedarville Schools will provide a teacher the opportunity to attend instructional staff development sessions of the annual AEA convention. Teachers have the option to count up to two (2) days (6 hours each day) of attendance at instructional professional development sessions of the convention toward fulfillment of the required five (5) days of staff development, provided the sessions have been certified by the State Department of Education.

Legal Reference: A.C.A. § 6-17-211

Date Adopted: November 9, 2006

Revised: September 13, 2007

## **BEREAVEMENT LEAVE**

Death in the family - In one school year a maximum of four (4) days leave with full pay is allowed for employees who have a death in the immediate family. Immediate family shall be defined to include spouse, parent, child, brother, sister, grandchild, **aunt, uncle, niece, nephew**, sister or brother-in-law, grandparent, or any other of the above in the spouse's family, or legal guardian or other members of the family residing in the same household. **Any funeral not covered by Bereavement Leave above may be attended as per sick leave with prior approval of the principal.**

Revised August 25, 2011

## **MATERNITY/PATERNITY LEAVE**

Pregnancy or pregnancy-related disabilities will be treated the same as other disabilities. Teachers shall be entitled to use for pregnancy disability leave any sick leave accumulated under the Teacher's Minimum Sick Leave Law (Act 386 of 1975).

## **MILITARY LEAVE**

(Act 586 HB 1359) - Establishes minimum guaranteed military leave. Members of the National Guard or reserved branches of the armed forces must be granted leave at the rate of 15 days per calendar year plus necessary travel time for annual training requirement time. If leave is not used in a calendar year, it will accumulate in the succeeding calendar year until it totals 15 days at the beginning of the calendar year for a maximum of 30 days of military leave available in one calendar year or fiscal year. (Act 956 of 1991) Leave must be granted without a loss of pay in addition to regular vacation time. An employee who is drafted or called to active duty in the armed forces or who volunteers for military services shall be placed on extended military leave without pay and upon application, in ninety days after his release, shall be reinstated to the position vacated or its equivalent with no loss of seniority or any other benefits or privileges of employment. An employee who enlists or re-enlists for a second consecutive term of military duty forfeits his re-employment rights. Personnel called to duty in emergency situations by the Governor or President shall be granted leave with pay not to exceed thirty working days after which leave without pay will be granted. This leave is in addition to regular vacation time. Effective 7-3-89.

## **JURY DUTY**

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.

The employee must present the original (not a copy) summons to jury duty to his supervisor in order to confirm the reason for the requested absence.

Employees shall receive their regular pay from the district while serving jury duty, and shall reimburse the district from the stipend they receive for jury duty, up to, but not to exceed, the cost of the substitute hired to replace the employee in his/her absence.

Revised: November 9, 2006

Legal Reference: A.C.A. § 16-31-106

## **SABBATICAL LEAVE**

After three (3) years of teaching at Cedarville, a teacher would be eligible for a one (1) year sabbatical leave without pay with administrative approval for completion of graduate degree, and with a maximum of one (1) certified staff per campus chosen by seniority in the district. May 20, 1996

## **CERTIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT**

In compliance with Act 1115 of 1993, it shall be the policy of the Cedarville Schools that whenever a teacher is absent from his/her duties as a result of personal injury caused by either an assault or other violent criminal act committed against the teacher in the course of his/her employment, the teacher shall be granted a leave of absence with full pay for up to one (1) year from the date of the injury. The leave of absence for personal injury from an assault or other violent criminal act shall not be charged to the teacher's sick leave. Before granting such leave, the school district shall require the teacher to present a statement from a physician certifying the injury and providing an estimate of the duration of the absence. The district shall then grant the teacher the amount of leave necessary for recovery, up to a maximum of one year. Should the teacher's recovery be slower than anticipated, an extension of the leave may be granted by the district, subject to the maximum of one year, and a statement by the teacher's physician stating the reason for the extension. Act 1494 of 1999 adds to current law the provision that a teacher who is injured while intervening in student fights, restraining a student, or protecting a student from harm will be considered to be injured as a result of an assault or a criminal act and eligible for up to one year's leave under Act 1115. Legal Reference: A.C.A. § 6-17-1209

## **INSULT OR ABUSE OF CERTIFIED PERSONNEL**

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

Date Adopted: November 9, 2006

## **CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE**

### **Eligibility**

The Cedarville School District will grant up to twelve (12) weeks of leave in accordance with the Family Medical Leave Act of 1993 (FMLA) to its employees who have 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. The twelve (12) month period of eligibility shall begin on the first duty day of the school year. Leave will be granted 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. In order to care for the spouse, or a 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.

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.

If both the husband and wife are employed by the district and entitled to leave as defined above, the District may, as determined by the needs of the District, limit their leave to a combined total of twelve (12) weeks when taken for reasons 1 or 2 listed above or to care for a parent with a serious health condition.

#### Notice by Employees

Foreseeable: When the need for leave is foreseeable, the employee must provide the District with at least thirty (30) days advance notice before the leave is to begin. If thirty (30) days is not practicable, such as because of a lack of knowledge of approximately when the leave will be required to begin, notice must be given as soon as 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.

When the need for leave is for reasons 3 or 4 listed above, the employee should provide a medical certification from a 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.

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: 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.

#### **Medical Certification**

The required medical certification from a licensed, practicing health care provider of the need for FMLA leave for reasons 3 or 4 listed above 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. 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.

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;

- a. The employee requests an extension of leave;
- b. Circumstances described by the previous certification have changed significantly; and/or
- c. 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.

#### 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.

#### 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 their 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:

- a. 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
- b. Other circumstances exist beyond the employee's control.

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

#### Reporting Requirements During Leave

Employees shall inform the District every two weeks during FMLA leave of their current status and intent to return to work.

#### 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.

#### **Intermittent Leave**

The District will honor employee requests for intermittent leave as prescribed by the FMLA and that are in the best interests of the District.

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 shall govern.

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

Date Adopted: November 9, 2006

29 CFR 825.114 - What is a "serious health condition" entitling an employee to FMLA leave?

(a) For purposes of FMLA, "serious health condition" entitling an employee to FMLA leave means an illness, injury, impairment, or physical or mental condition that involves:

(1) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment there for, or recovery there from), or any subsequent treatment in connection with such inpatient care; or

(2) Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(i) A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment there for, or recovery there from) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(A) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(B) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

(ii) Any period of incapacity due to pregnancy, or for prenatal care.

(iii) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(A) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(B) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(C) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(iv) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

(v) Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

(b) Treatment for purposes of paragraph (a) of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. Under paragraph (a)(2)(i)(B), a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.



(c) Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgeries after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.

(d) Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. On the other hand, absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.

(e) Absences attributable to incapacity under paragraphs (a)(2) (ii) or (iii) qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

#### **CERTIFIED PERSONNEL WORKPLACE INJURIES and WORKERS' COMPENSATION**

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 Superintendent's Office. 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.

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.

Workers' Compensation absences may be designated as FMLA absences when the criteria are met under FMLA for a serious health condition.

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)  
Date Adopted: August 20, 2009

### **Fraudulent Use of Sick Leave**

Employees who attempt to use sick leave days fraudulently for any purpose, including engaging in public service or related activities, will face disciplinary action up to and including nonrenewal or termination.  
February 23, 1998

### **Complaint Handling Procedure**

- (a) Persons having complaints against faculty members or administrators will be directed to first take the complaint to the person involved. If satisfaction is not received, the complaint will then be taken to the person's immediate supervisor (i.e., faculty-principal- superintendent-board). Complaints will not be brought before the board until the procedure has been completed.
  - (b) Teachers will not be discussed at board meetings unless previous notice is given to the teacher.
  - (c) Any complaint concerning a faculty member or administrator brought before the board and found groundless shall not be brought up again for at least (3) months.
  - (d) Unsigned or anonymous complaints shall not be considered as valid nor shall be considered during evaluation. Any item should be considered anonymous if it is unsigned, even if the source is known, and it shall not be placed in a personnel file or used in an evaluation.
13. Act 1161 requires superintendents, rather than school boards, to report licensure violations or felony convictions of teachers to the State Board of Education.  
**Act 1474** - Prevents civil liability due to the release of information requested by an employee. (Informational)  
Act 1474 allows a current or former employer, upon written consent from a current or former employee, to disclose certain information to a prospective employer and be immune from civil liability which otherwise might arise out of the disclosure.

Legal Reference: A.C.A. § 6-17-1208

### **Salary Schedule**

All teachers are paid on a single schedule based on training and approved experience. The salary schedule is computed on a nine months term of school. Teachers are paid in twelve installments. Checks for June, July, and August may be obtained by the teacher at the **end** of the fiscal school year, **(June 30th)**.

- (a) **MULTIPLIERS FOR IN-DISTRICT TEACHING:** After a teacher has completed 10 full years of service in the Cedarville school district, their multiplier will be increased to 1.020. For each additional year beyond 10 years, their multiplier will be increased by .002. Examples: A teacher with 13 years at Cedarville, their

multiplier would be 1.026. A teacher with 24 years at Cedarville, their multiplier would be 1.048.

- (b) Teachers are paid the last working day of the month, or sooner at the Superintendent's discretion.
- (c) Approved training in graduate level courses in the teacher's specialty area and/or in the field of education with a grade of C or better.
- (d) All course work shall be completed by the beginning of the school year in September, 10 days before the September check.
- (e) By mutual agreement the school district may request a teacher to go back and take additional course work. The school district will pay the tuition, books, and fees of the course when completed with a grade of C or better.

#### **CLARIFICATION:**

Starting December 1988, NO undergraduate work will count toward the salary schedule steps. Teachers who have been granted step increases with undergraduate courses shall be grandfathered in.

#### **CERTIFIED PERSONNEL DEBTS**

All employees are expected to meet their financial obligations. If an employee writes "hot" checks or has his income garnished, dismissal may result.

An employee will not be dismissed for having been the subject of one (1) garnishment. However, a second or third garnishment may result in dismissal. At the discretion of the Superintendent, he or his designee may meet with an employee who has received a second garnishment for the purpose of warning the employee that a third garnishment will result in a recommendation of dismissal to the School Board.

At the discretion of the Superintendent, a second garnishment may be used as a basis for a recommended dismissal. The Superintendent may take into consideration other factors in deciding whether to recommend dismissal based on a second garnishment. Those factors may include, but are not limited to, the amount of the debt, the time between the first and the second garnishment, and other financial problems which come to the attention of the District.

Date Adopted: November 9, 2006

#### **TEACHER'S CHILDREN**

Act 624 - SECTION 1. The children or wards of any person who is a public school teacher in one school district in this State and a resident of another school district in this State shall be entitled to be enrolled in and to attend school in either the district in which the parent or guardian resides or the district in which the parent or guardian is a public school teacher.

Teacher's children that do not attend Cedarville Public Schools are not to be brought to school during regular school days. The classroom is for instructional learning not for baby-sitting an employee's child.

## **CERTIFIED PERSONNEL SEXUAL HARASSMENT**

The Cedarville 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.

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.

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.

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.

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.

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.

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 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 related to a person's alleged sexual activities.

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.

Employees who file a complaint of sexual harassment will not be subject to retaliation or reprisal in any form.

Employees who knowingly fabricate allegations of sexual harassment shall be subject to disciplinary action up to and including termination.

Individuals who withhold information purposely provide inaccurate facts, or otherwise hinder an 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)

Date Adopted: November 9, 2006

## **REDUCTION IN FORCE**

Reduction in Force (RIF) is a policy to guide the Cedarville Public School District if it becomes necessary to reduce certified staff members due to a decline in pupil enrollment, financial conditions, program revision or elimination, the closing of facilities, and/or School District reorganization. Whenever a reduction in certified staff members becomes necessary in the opinion of the Board of Education, the following policy will be utilized to accomplish the necessary reduction action:

### **I. DEFINITION**

- A. Reduction in Force (RIF) - RIF as used in this policy will mean district-wide reduction in certified staff members.
- B. Seniority - Seniority as used in this policy will mean the employee's vertical salary schedule placement on the Cedarville School District's schedule.
- C. Attrition - Attrition is defined as a position left vacant when a teacher voluntarily resigns, retires, or is dismissed from the District.

### **II. PROVISIONS**

- A. The Board of Education, upon a recommendation by the Superintendent of Schools, shall determine the number of staff members to be placed on RIF leave and the subject area(s), field(s), and/or program(s) to be affected.
- B. To the fullest extent possible, normal attrition will be considered first prior to reduction in force. Part-time teachers in identified areas of specialization shall be released prior to reduction of teachers on full-time contracts.
- C. A teacher placed on RIF leave may engage in teaching or another occupation during the period of such leave.
- D. A RIF-leave status shall not continue beyond two (2) years, unless the leave status is extended by Board Action. (See Section III-C for the individual's responsibilities while on RIF-leave status).
- E. The selection of teachers to be recommended for reduction in force shall be made by the Superintendent of Schools on the basis of the criteria and priorities listed below:

1. Seniority - Reductions will be accomplished by layoffs of the least senior staff member in the identified areas of certification; provided, however, those teachers in their first, second, or third year of Cedarville teaching experience will be maintained on a separate seniority list and will be considered as the least senior staff member for purposes of layoff.
  2. Professional Training - If two (2) or more persons have the same seniority and certification area status; reduction will be determined by educational attainment in accordance with horizontal salary schedule placement. Those to the right will be considered the most senior.
  3. A person certified in more than one (1) teaching area will be given precedence if seniority status and professional training are equal. A staff member involved in staff reduction may, if all other employment attributes are equal, exercise seniority and displace or place on layoff the teacher with the least seniority in the School District performing in the same assignment or assignment for which the teacher is certified, provided that the teacher agrees to acquire three (3) college hours of credit in the designated certification area during the summer terms.
  4. If seniority, educational placement, and certification of two (2) or more employees are the same, reduction will be accomplished by selecting the one with the most experience in Cedarville Public Schools. The initial employment acceptance date (month, day, year) may be used to determine reduction if the factors of seniority, educational placement certification, and Cedarville School experience are equal for two (2) or more persons.
- F. Specially funded programs such as Adult Education, Federal programs. Chapter I, and other programs which are auxiliary to regular programs may be modified or eliminated independent of this policy. All employees will be notified in writing of this provision at the time of employment.
- G. The implementation of a reduction in force shall be used to allow certified teaching employees to move to an administrative appointment unless selected for such an appointment through the usual selection process.

### **III. PROCEDURE**

- A. Reduction of certified staff members will be made on a district-wide basis (grades K-12) rather than on a building-by-building basis whenever reduction in force occurs.
- B. Written notification to staff members affected by reduction in force will be provided as early as possible, but no later than thirty (30) calendar days prior to the layoff.
- C. A staff member reduced from employment through the provisions of this policy will be considered to be on RIF leave.
  1. RIF-leave status will be maintained for a period of one (1) year (unless re-employed sooner by the Cedarville Public Schools).
  2. If the RIFed employee wishes to remain on RIF-leave status for the additional one (1)-year period, he/she must notify the District in writing not later than the one (1) year anniversary date of layoff.
  3. RIF-leave status will not be affected by employment in another school district or in another occupation.
- D. Staff members will be selected for reduction according to the provisions and procedures of this policy. Staff members on leave of absence or sabbatical will be considered in the same manner.

- E. A seniority list which will include certification areas for the individuals listed will be used to identify persons for RIF leaves.
- F. In the event a staff member, not being considered for RIF, desires to volunteer for RIF-leave status; he/she would request RIF status in writing to the personnel office within five (5) working days of the announced RIF action. Approval of a RIF volunteer would be made considering the match of the volunteer to the subject area(s), field(s), and/or programs(s) affected by the RIF action. If placed on RIF-leave status, the volunteer would be subject to all provisions, procedures, recall, and rights of this policy.

#### **IV. RECALL AND RIGHTS**

- A. After reduction-in-force action has occurred and the need for the reduction in certified personnel has diminished, RIFed personnel will be offered employment in their certified area prior to employment being offered to teacher applicants. However, the eligible RIFed personnel must be fully certified for the available position as reflected on their current Arkansas Teaching Certificate. When positions are to be filled through the recall process, personnel on RIF leave will be recalled in the reverse order of layoff.
- B. The person being recalled will be offered employment by certified mail from the Cedarville Public Schools. Recall notice will be sent to the person's last known address on file in the Superintendent's office. It shall be the responsibility of the RIFed person to supply the District with his/her current address.
- C. Within ten (10) calendar days of postmark of recall notice, the recalled person must accept the offer by replying by certified mail or in person to the Cedarville Public School Superintendent. Rejection of the offer or failure to respond within ten (10) days removes the recalled person's right to any further employment consideration under the provisions of this policy.
- D. Failure to report to work in a position that the RIFed person has accepted, unless said employee presents proof of sickness or injury, shall be construed to be a default. If said RIFed person has secured employment elsewhere, he/she will be allowed a fourteen (14)-day period from the date of the acceptance before being required to report to work. A person on RIF leave who has contracted with another public school district may opt to complete his/her existing teaching contract. In this case, the person will be hired to fill a position at the beginning of the next school year.
- E. All fringe benefits to which an employee was entitled at the time of RIF leave, including sick leave, personal business days, etc., will be restored to his/her upon returning to full-time employment with the School District. No benefits will accrue during RIF-leave status. The employees recalled from RIF leave will be placed on the salary schedule step that he/she would have been on prior to being placed on RIF leave.
- F. Persons on RIF leave who choose to become substitute teachers will be given priority consideration. On the substitute teacher call list, the names of persons on RIF-leave status will be designated. These designees will be given priority when calling substitutes for duty.
- G. All teachers on RIF leave will be given priority over new applicants in filling positions which may open.
- H. When a reduction in force is declared and certified personnel are placed on layoff (RIF) status, the personnel office will prepare a seniority list of certified personnel. This list according to seniority will include name, service and certification areas; and RIFed personnel will be designated. The list will be maintained in the personnel office for review by the

appropriate school officials, the personnel involved, and a Classroom Teacher Association representative.

I. A person who is grieved may utilize the District's grievance procedure.

Legal Reference: A.C.A. § 6-17-2407

## **CERTIFIED PERSONNEL SUPERVISION OF STUDENTS**

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 shall direct all principals to establish regulations ensuring faculty supervision of students throughout the school day and at extracurricular activities.

Date Adopted: November 9, 2006

## **TEACHER AIDES**

All teacher aides for elementary, middle school, and high school will be assigned by the Administration depending on the area of greatest need.

Legal Reference: A.C.A. § 6-17-201

## **CERTIFIED PERSONNEL CELL PHONE USE**

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 or building principal.

In any instance where the district issues a cell phone or school computer to a school employee for use for school business purposes, the employee shall not use the equipment for personal use. Any employee who uses a school issued cell phones and/or computers for non-school purposes, except as permitted by the district's Internet/computer use policy, shall be subject to discipline, up to and including termination.

Date Adopted: November 9, 2006

Revised: August 20, 2009

## **PROCEDURES FOR TEACHER DISMISSAL AND NON-RENEWAL OF CONTRACT**

### **I. DEFINITIONS**

1. The term "teacher" as used in this policy shall be defined as any person, exclusive of the superintendent or assistant superintendent(s), employed in an Arkansas public school district who is required to hold a teaching certificate from the Arkansas Department of Education as a condition of employment.
2. The term "probationary teacher" as used in this policy shall be defined as a teacher who has not completed three (3) successive years of employment in the school district in which the teacher is currently employed. A teacher employed in a school district in this state for three



(3) years shall be deemed to have completed the probationary periods; provided, however, that any employing school district may, by a majority vote of its directors, provide for one additional year of probationary status.

## II. Construction (6-17-1503)

That the current standard, which requires cause that is not arbitrary, capricious, or discriminatory, for the nonrenewal, termination, or suspension of a teacher should be raised to a standard of just and reasonable cause; and that the current standard for compliance with this subchapter and a district's personnel policies of strict compliance should be lowered to substantial compliance.

a. This subchapter is not a teacher tenure law in that it does not confer lifetime appointment of teachers.

b. A nonrenewal, termination, suspension or other disciplinary action by a school district shall be void unless the school district substantially complies with all provisions of this subchapter and the school district's applicable personnel policies.

## III. POLICY

1. Every contract of employment hereafter made between a teacher and the board of directors of a school district shall be renewed in writing on the same terms and for the same salary, unless increased or decreased by law, for the next school year succeeding the date of termination fixed therein, which renewal may be made by an endorsement on the existing contract instrument, unless by May 1 of the contract year, the teacher is notified by the school superintendent that the superintendent is recommending that the teacher's contract not be renewed or unless during the period of the contract or within (10) working days after the end of the school year a new contract is offered for signature, the teacher shall deliver or mail by registered mail to the board of directors or superintendent his or her resignation as a teacher, or unless such contract is superseded by another contract between the parties. If a teacher refuses to sign and return a new contract within the (30) working days from the time the contract is offered for signature, the contract offer is withdrawn, the contract instrument is void, and the refusal to sign and return the new contract shall be considered as the teacher's rejection to teach in the Cedarville School District. Since refusal to sign and return a new contract within (30) working days is not a district dismissal or non-renewal action, but rather the decision of the teacher not to teach in the Cedarville School District the following year, no further action will be necessary. Termination, nonrenewal or suspension shall be only upon the recommendation of the superintendent.

A notice of nonrenewal shall be delivered in person to the teacher or mailed by registered or certified mail to the teacher at the teacher's residence address as reflected in the teacher's personnel file. A teacher who has completed (3) successive years of employment in the school district in which the teacher is employed on the effective date of this Act or a teacher who has been given credit for a prior service in another district as authorized by Section 2 of Act 936 of 1983 is deemed to have completed the required probationary period. The notice of recommended nonrenewal of a teacher shall include a statement of the reasons for the recommendation, setting forth the reasons in separately numbered paragraphs so that a reasonable teacher can prepare a defense.

2. A teacher may be terminated during the term of any contract period for any cause which is not arbitrary, capricious, or discriminatory, the superintendent shall notify the teacher of the termination recommendation. The notice of recommended nonrenewal of a teacher shall

include a statement of the reasons for the recommendation, setting forth the reasons in separately numbered paragraphs so that a reasonable teacher can prepare a defense, and shall be sent by registered or certified mail to the teacher at the teacher's residence address as reflected in the teacher's personnel file.

3. Whenever a superintendent has reasons to believe that cause exists for the termination of a teacher and that immediate suspension of the teacher is necessary, the superintendent may suspend the teacher without notice or a hearing. The superintendent shall notify the teacher in writing within two (2) school days of the suspension. Such written notice shall include The notice of recommended nonrenewal of a teacher shall include a statement of the reasons for the recommendation, setting forth the reasons in separately numbered paragraphs so that a reasonable teacher can prepare a defense and shall state that a hearing before the board of directors is available to the teacher upon request, provided such request is made in writing within the time provided in Paragraph 6. The hearing shall be scheduled by the president of the board and the teacher and shall be held within the time provided in Paragraph 6 after a request for the hearing unless the teacher and the board agree to a later time.

If sufficient grounds for termination or suspension are found, the board may terminate the teacher or continue the suspension for a definite period of time. The salary of a suspended teacher shall cease as of the date the board sustains the suspension. If sufficient grounds for termination or suspension are not found, the teacher shall be reinstated without loss of compensation.

4. Each teacher employed by the board of directors of a school district must be evaluated in writing annually. Evaluation criteria and procedures shall be established in the manner prescribed in Act 400 of 1975. Whenever a superintendent or other school administrator charged with the supervision of a teacher believes or has reason to believe that a teacher is having difficulties or problems meeting the expectations of the district or its administration and the administrator believes or has reason to believe the problems could lead to termination or nonrenewal of contract, the administrator shall bring the problems and difficulties to the attention of the teacher involved in writing and shall document the efforts which have been undertaken to assist the teacher to correct whatever appears to be the cause for potential termination or nonrenewal.
5. The district shall maintain a personnel file for each teacher which shall be available to the teacher for inspection and copying at the teacher's expense during normal office hours. The teacher may submit for inclusions in the file written information in response to any of the matter contained therein.
6. A teacher who receives a notice of recommended termination or nonrenewal may file a written request with the school board of the district for a hearing. Such written request for a hearing shall be sent by certified or registered mail to the president of the school board, with a copy to the superintendent, or may be delivered in person to each of them by such teacher, within thirty (30) days after the written notice of proposed termination or nonrenewal is received by the teacher. Upon receipt of such request for hearing, the board shall grant a hearing in accordance with the following provisions:
  - (a) The hearing shall take place not less than five (5) 2 or more than twenty (20) days after the written request has been served on the board, except that the teacher and board may, in writing, agree to a postponement of the hearing to a later date.
  - (b) The hearing shall be private unless the teacher or the board shall request that the hearing be public.

- (c) The teacher and the board may be represented by representative(s) of their choosing.
  - (d) It shall not be necessary that a full record of the proceedings at the hearing be made and preserved unless:
    - (1) The board shall elect to make and preserve a record of the hearing at its own expense, in which event a copy thereof shall be furnished the teacher, upon request, without cost to the teacher;
    - (2) A written request is filed with the board by the teacher at least twenty-four hours prior to the time set for the hearing, in which event the board shall make and preserve, at its own expense, a record of the hearing, and shall furnish a transcript thereof to the teacher without cost.
7. (a) Upon conclusion of its hearing with respect to the termination or non-renewal of a contract of a teacher who has been employed as a full-time teacher by the school district for less than three (3) continuous years, the board shall take action on the recommendations by the superintendent with respect to the termination or nonrenewal of such contract. The board's decision with regard to non-renewal of a probationary teacher shall be final.
- (b) Any certified teacher who has been employed continuously by the school district three (3) years or more (or who may have achieved non-probationary status pursuant to Section 2 of Act 936 of 1983, may be terminated or the board may refuse to renew the contract of such teacher for any cause which is not arbitrary, capricious, or discriminatory, or for violating the reasonable rules and regulations promulgated by the school board. Upon completion of such hearing, the board shall, within ten days after the holding of the hearing:
- (1) Uphold the recommendation of the superintendent to terminate or not renew the teacher's contacts, or
  - (2) May reject or modify the superintendent's recommendation to terminate or not renew the contract of the teacher, or
  - (3) May vote to continue the contract of such teacher under restrictions, limitations, or assurances as the school board may deem to be in the best interest of the school district. Said decision shall be reached by the school board within ten (10) days from the date of the hearing, and a copy thereof shall be furnished in writing to the teacher involved, either by personally delivering the same to the teacher or addressing the same to the teacher's last known address by registered or certified mail.
- (c) Subsequent to any hearing granted a teacher by this policy, the school board shall, by majority vote, make specific written conclusions with regard to the truth or each reason given the teacher in support of the recommended termination or non-renewal.
- (d) The exclusive remedy for any non-probationary teacher aggrieved by the decision of the school board shall be an appeal there from to the Circuit Court of the county in which the school district is located, within 75 days of the date of written notice of the action of the school board. Additional testimony and evidence may be introduced on appeal to show facts and circumstances showing that the termination or nonrenewal was lawful or unlawful.
8. If a teacher quits or refuses to teach in accordance with his or her contract without just cause, or otherwise breaks or violates the contract between the teacher and the school district, and enters into a contract with another district or accepts employment in a position requiring a teaching certificate with another district during the term of the contract violated or broken, the board of directors of the district which first contracted the teacher may, at its discretion, petition the State Board of Education to revoke or suspend the certificate of the teacher for the remainder of the period of the broken contract in order to prohibit such teacher from

teaching elsewhere during the time for which he or she has been employed under the contract.

9. Act 852 of 1999 has made a number of small changes to the Teacher Fair Dismissal Act listed above. Previous legislation allowed a teacher to break his or her signed contract for the upcoming year without legal liability, provided that the teacher met certain notification requirements.

Act 852 clarifies that the notification may be by certified or registered mail, or delivered in person to a school board officer with a copy to the superintendent, while school is in session or within 10 calendar days after the end of the school year.

Other changes allow school administrators to hand deliver a nonrenewal or termination letter. Formerly, the reasons for the recommended termination or nonrenewal were to be set forth in a “simple but complete” statement. Now the reasons for termination or nonrenewal are to be set forth in separately numbered paragraphs, sufficient for a teacher to prepare a defense. At the hearing, the board may not consider any reasons that are not detailed in the notice letter.

Teachers requesting a hearing must do so by either hand delivering or sending a request by certified or registered mail to any school board officer, with a copy to the superintendent, within 30 calendar days of receiving a termination or nonrenewal notification letter.

Act 852 also relaxes the time requirements for holding a hearing. The hearing may be scheduled at a time agreed upon in writing by the parties. If the parties are unable to agree on a time for the hearing, it must be held no fewer than 5 and no more than 20 calendar days after the written hearing request is received by the board. As laws change the personnel policies must be updated. If it is not updated, it must be understood that the most current version of the law will be applicable.

Legal Reference: A.C.A. § 6-17-201

## **CERTIFIED PERSONNEL GRIEVANCES**

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.

### **Definitions**

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.

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)

1. More than one individual has interest in the matter; and

2. The group has a well-defined common interest in the facts and/or circumstances of the grievance; and
3. The group has designated an employee spokesperson to meet with administration and/or the board; and
4. All individuals within the group are requesting the same relief.

Employee: any person employed under a written contract by this school district.

Immediate Supervisor: the person immediately superior to an employee who directs and supervises the work of that employee.

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.

### **Process**

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.

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.

Level Two (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.

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.

Appeal to the Board of Directors: 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 Directors 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.

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 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 Directors. The employee shall have no less than 90 minutes to present his /her grievance and both parties shall have the opportunity to present and question witnesses. 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 Directors 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.

### **Records**

Records related to grievances will be filed separately and will not be kept in, or made part of, the personnel file of any employee.

### **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

Date Adopted: November 9, 2006

### **ROLE OF PROFESSIONAL ORGANIZATION**

Cedarville Board of Education recognizes the PPC Committee as the representative of all certified personnel who teach in the Cedarville Public Schools, unless the individual teacher request otherwise. The Board recognizes that teaching is a profession and that members of this profession have specialized educational qualifications which make their involvement in deliberations leading to school policies desirable. Because this is true, the Board agrees to meet and negotiate with the association through representatives in the district's committee on personnel policies before adopting or amending any policy affecting teachers including professional salaries. In this committee, the superintendent and other administrators shall represent the Board and the elected classroom teachers shall represent the Association. The Board and the Association recognize their responsibility to each other and to the community for negotiating in good faith to reach agreements which are mutually satisfactory. Agreements made in the committee on personnel policies shall become policy of the Board upon adoption by the Board and the Association.

### **CERTIFIED PERSONNEL DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT**

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.

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<sup>1</sup>. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

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

Date Adopted: August 21, 2008

### **MEGAN'S LAW**

The Cedarville School District shall work with area law enforcement in a manner consistent with applicable state law and Arkansas Department of Education Regulations to communicate the presence of a sexual offender. When

necessary, law enforcement may contact building principals and give them information concerning registered sex offenders. The decision regarding which school principals to notify rests solely with law enforcement officials who use a rating system to determine those needing to be notified according to the offender's dangerousness to the community.

Building principals should, in turn, notify any person who in the course of their employment is regularly in a position to observe unauthorized persons on or near the school's property. Those notified could include employees such as aides, bus drivers, coaches, maintenance staff, professional support staff, school level administrative staff, security personnel, teachers' assistants, and teachers.

It is important that school personnel receiving notice understand that they are receiving sex offender notifications in their official capacity and are **not** to disseminate information about an offender to anyone outside the school. If school personnel are asked about notification information by an organization using school facilities, they should be referred to the area law enforcement agency that issued the notice.

Persons **not** to be notified except at the specific discretion of area law enforcement officials include members of parent-teacher organizations, other schools, organizations using school facilities, students, parents or guardians of students, and the press. Personnel may inform the press about procedures which have been put in place and other general topics, but may not reveal the name or any other specifics regarding an offender.

Unless limited by the terms and conditions of their probation or parole, a parent or guardian who is a sex offender shall be allowed to attend parent-teacher conferences or any other activity which is appropriate for a parent or guardian.

Copies of the notification from law enforcement should be kept in a secure place accessible to teachers and staff, but should not be posted on school bulletin boards or made available to students or members of the community at large.

Legal References:       A.C.A. § 12-12-913 (g) (2)  
Arkansas Department of Education Guidelines for "Megan's Law"

Date Adopted: November 9, 2007

## **PARENT TEACHER CONFERENCES**

Parent conferences are held twice a year, usually the first and third quarters. Dates for these conferences are on the school calendar at the back of the handbook. Documentation of participation in these conferences is required.

Teachers shall communicate personally during the school year with the parent/guardian of students to discuss academic progress. Teachers will communicate more frequently with a parent/guardian of students not performing at the level expected for their grade.

Elementary school teachers shall meet with the parent/guardian at least once a semester through a face-to-face parent/teacher conference, a telephone conference, or a home visit.

Middle School and High School teachers shall meet with the parent/guardian of each student at least once during the school year through a face-to-face parent/teacher conference or a telephone conference.



The counselor and a high school teacher will work with students and parents in planning a student's academic path through high school so goals may be attained. A four-year plan will be developed by the end of each student's middle school career and reviewed with the parent at the annual CAP conference held at the end of the 3<sup>rd</sup> nine weeks. This date is also on the school calendar at the back of this handbook.

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

Approved by School Board on March 11, 2004

## **PROFESSIONAL DEVELOPMENT PROGRAM**

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. 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. 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 the ADE Rules Governing Professional Development and current Arkansas code.

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.

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 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.

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.

To receive credit for his/her professional development activity teachers must have a new Professional Growth Plan on file yearly. The Professional Growth Plan is to be submitted to the building principal or designee. The Professional Growth Plan is monitored and verified by the building principal or designee.

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.

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.

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.

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.

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.

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.

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.

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. A maximum of thirty (30) hours may be applied toward the sixty (60) hours of professional development required annually.

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 shall be grounds for disciplinary action up to and including termination.

Approved professional development activities may include conferences, workshops, institutes, individual learning, mentoring, peer coaching, study groups, 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.

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.

Cross-Reference: Policy 3.6—CERTIFIED PERSONNEL EMPLOYEE TRAINING

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04  
ADE Rules Governing Professional Development  
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. § 6-15-1004(c)  
A.C.A. § 6-15-1703  
A.C.A. § 6-20-2303(14)

Date Adopted: November 9, 2006

## **TRAVEL PROCEDURES/EXPENSE REIMBURSEMENT**

The requirements of this policy shall govern reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by district employees and/or members of the Board of Directors on behalf of the district. Employees are only eligible for reimbursement for travel expenses for travel which has been approved in advance. Original receipts must accompany all requests for reimbursement to the extent that such receipts are customarily available. For a receipt to be valid it should contain the name of the issuing company, the date, and the amount. No cash advances shall be made for travel. Mileage, lodging, and meal expenses will not be reimbursed when incurred for the personal convenience of the employee and not required by the reason for the travel. Reimbursement for travel shall be for the lesser of the cost between travel by air or by car with some consideration allowed for length of time of the method of travel.

To the extent practicable, employees shall have the district pay initial conference and professional development registration fees and associated necessary and materials. In the occasional circumstances where this is not practical, the district shall reimburse the employee for such fees if they were authorized in advance and are supported with proper receipts.

The district will not reimburse expenses of any non-school board member or non-employee who accompanies the school board member or employee during his/her school related travel.

### **Reimbursable Expenses**

Mileage that is driven for a district sanctioned purpose in an employee's personal vehicle shall be reimbursed provided appropriate documentation is submitted establishing the date and time, place, and purpose of the travel. Mileage shall be reimbursed at the rate of .40¢ per mile and shall be based on the shortest, most reasonable, route available.

Meals may be reimbursed for travel which necessitates an overnight stay when submitted according to the dictates of this policy. Reimbursement shall be prorated based on the percent of a day the employee is away on travel. For example, if an employee returns from his/her travel in the afternoon, he/she is only eligible for reimbursement for breakfast and lunch expenditures. Meals shall be reimbursed for the actual expense to the extent that they are not lavish and are

reasonable based on circumstances. Except as otherwise specified by this policy, meals are only reimbursable in conjunction with travel requiring an overnight stay.

Meal expenses incurred by the superintendent or other administrators as necessary, in the performance of their duties when meeting with state officials or consultants may be reimbursed on a prorated, per person basis in line with the mandates of this policy. Such expenses shall only be reimbursed when the expenditure is likely to result in a tangible benefit to the district.

Travel necessitating overnight lodging shall be reimbursed to the extent that it is not lavish and is reasonable based on circumstances of the expenditure. Proper documentation establishing the date and time, place, and purpose of the travel must be submitted along with a receipt for the overnight accommodations. To the extent practicable, employees shall receive assistance from administrators or their designee in arranging travel plans to help keep expenses to a minimum.

(Out of Pocket Meals)

<b>Per Diem</b>	<b>In-State</b>	<b>Out-Of-State</b>
<b>Breakfast</b>	<b>\$8.00</b>	<b>\$9.00</b>
<b>Lunch</b>	<b>\$10.00</b>	<b>\$12.00</b>
<b>Dinner</b>	<b>\$17.00</b>	<b>\$19.00</b>
<b>Total Per Day</b>	<b>\$35.00</b>	<b>\$40.00</b>

### **Expenses not covered**

The district shall not reimburse the following items/categories of expenses.

1. Alcoholic beverages;
2. Entertainment expenses – including sports or sporting events; pay per view or game expenses at motels;
3. Replacement due to loss or theft;
4. Discretionary expenses for items such as clothing or gifts;
5. Medical expenses incurred while on route to or from or at the destination of the reason for the travel;
6. Optional or supplementary insurance obtained by the employee for the period covered during the travel
7. Tips, gratuities

### **Credit Cards**

Only those employees specifically issued credit cards to be used in the performance of their jobs to purchase goods, services, or supplies on behalf of the district shall be allowed to use such cards. Employees who incur reimbursable expenses as defined in this policy are expected to pay for them initially by any means they choose and then submit their request for reimbursement. The district assumes no responsibility for the payment of any personal credit card charges incurred by a district employee.

### **Airport Associated Expenses**

Receipts for airport associated expenses are required for reimbursement. All airline flights shall be by coach/economy class. Upon arrival at their destination, employees are expected to take the less expensive

option between a taxi and an airport shuttle service to his/her hotel or meeting site. When circumstances dictate that a rental car is necessary and/or the most economical approach to the travel requirements, the least expensive car that will accomplish the job should be rented. The district shall not reimburse for any kind of rental car supplemental insurance.

**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.

**Notes:** The following IRS publications were used in the development of this policy. 15-A, 15-B, 463, 535, 1542, and the Fringe Benefit Training Guide

Cross References: 3.20—CERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

8.14— NONCERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

Board Adopted December 15, 2005.

Revised: August 21, 2008

### **IMPORTANT**

**\*\*PICK UP TRAVEL ARRANGEMENT/EXPENSE REIMBURSEMENT PACKET\*\***

**PRIOR TO REQUEST**

**REQUEST DUE 21 DAYS PRIOR**

**TO CONFERENCE/WORKSHOP REGISTRATION DEADLINE**

Available in Administration Offices of Schools Website

## **CERTIFIED PERSONNEL RESPONSIBILITIES GOVERNING CYBER-BULLYING**

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.

The person or persons reporting behavior they consider to be bullying shall not be subject to retaliation or reprisal in any form.

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; off school, 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 continuing would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

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 4.27, 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").

Legal Reference: A.C.A. § 6-18-514

Date Adopted: September 13, 2007

## **ANTI-CYBER-BULLYING POLICIES**

The Cedarville School District has an obligation to and is committed to providing a safe learning environment for each of its students. Student achievement is best attained in an atmosphere that is free from the fear of emotional and physical intimidations and threats. Cyber-Bullying is a destructive behavior that will erode the foundational principles on which a school is built. This school will not tolerate any behavior that is classified under the definition of bullying and will take steps needed to eliminate such behavior.

Believing that prevention is the strongest means available in eliminating bullying, this school will offer programs or educational material regarding the nature of bullying, its consequences should a child choose to engage in this type of behavior, and the procedures for reporting an incident which involves bullying. The information will emphasize that this district will not tolerate bullying, and that school employees, volunteers, and students are encouraged to report any instances of bullying without fear of consequences. Any reports will take into account the age of the offending student, the level of seriousness of the behavior, and whether or not the offending student has developed a habit of engaging in bullying behavior. Appropriate measures will be taken in dealing with such students.

It will be considered a violation of this policy for any student to inflict bullying behavior upon another student(s) as defined in this policy. After completing an investigation of the reported incident, a student who is found to have participated in bullying behavior will be subject to disciplinary action that is appropriate to the degree of seriousness of the bullying behavior.

For the purpose of this policy, bullying is defined as any written or verbal expression or physical act or gesture, or a pattern thereof, that is intended to cause distress or fear upon one or more students. A student will be found violating this policy if his or her conduct has been found to have the effect of humiliation or embarrassment on a student and is sufficiently severe, persistent, or pervasive that it limits the student's ability to participate in, or benefit from an educational program or activity.

Bullying behavior will generally be established when an individual has endured a pattern of offensive behavior or when a single serious act is committed. What is or isn't bullying will depend on the surrounding circumstances.

Students who believe they have been victimized by a bully or parents who believe their child has been victimized by a bully should file a complaint by contacting a school counselor, teacher, principal, or superintendent who will assist in getting help for the child and take the

appropriate steps to ensure that such behavior is stopped. To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation. Students, parents, or teachers, who file a complaint against a student who is guilty of being a bully, will not be subject to retaliation or reprisal in any form. Students or adults, who knowingly fabricate allegations and falsely accuse a student of being a bully, will be subject to disciplinary action.

Individuals who withhold information, purposely provide inaccurate facts, or otherwise hinder an investigation of a student for the purposes of bullying, shall be subject to disciplinary action.

**Minimum:   Warning**

**Maximum:   Expulsion**

Act 1437 of 2005 ACA 6-18-514 Revised: September 13, 2007

## **LICENSED PERSONNEL EVALUATIONS**

### **Section One**

For the purposes of this policy:

"Probationary principal" is a principal who has not completed three consecutive years of experience as a principal in an Arkansas school district. Any principal hired by the District who has completed his/her probationary period at another Arkansas district shall be considered probationary for the principal's first year of employment with the District. "Probationary principal" as used in this policy does not have the same meaning and legal significance as the words "probationary teacher" as it is used in the Teacher Fair Dismissal Act, A.C.A. 6-17-1501 et. seq. and therefore should only be applied in an evaluation context

"Probationary teacher" has the same definition as A.C.A. § 6-17-1502, and as interpreted by case law. Due to the case law interpretations, "probationary" as used in this policy may or may not have the same meaning and legal significance as the word "probationary" as it is used in the Teacher Fair Dismissal Act statutes, A.C.A. 6-17-1501 et. seq.

"Teacher" has the same definition as A.C.A. § 6-17-2803(19).

Teachers shall be evaluated at least annually, as required by law, on a schedule prepared by each school's principal or designee.

Teacher and principal evaluations shall be conducted at least annually, as required by law. The superintendent or designee(s) shall develop procedures to govern the evaluation process and timelines for the evaluations.

### **Section Two**

(Immediate, district-wide adoption, TESS/ LEADS counts for employment decisions)

Teachers and principals will be evaluated for continued employment purposes under the provisions and timelines of the Teacher Evaluation Support System (TESS) and Leader Excellence and Development System (LEADS) respectively.

Teachers will be evaluated under the schedule and procedures required by TESS. Each school-

year, the district will conduct a summative evaluation on all probationary teachers as well as any teacher currently on an "intensive support" improvement plan or who has successfully completed intensive support or participated in an improvement plan during the current or previous school-year. All teachers not covered in the previous sentence will have a summative evaluation at least once every three years. For the 2013-14 school-year, the non-probationary teachers to be summatively evaluated will be selected by the principal.

All teachers who do not have a summative evaluation shall develop a professional growth plan approved by the teacher's evaluator and their job performance will be measured based on that professional growth plan.

Principals will be evaluated using the evaluation rubric and other documentation of LEADS. Probationary principals, those principals who have been placed on an Intensive Growth Plan or participated in an improvement plan, and those principals who have not had a summative evaluation for two years will have a summative evaluation. In the years in which a principal does not have a summative evaluation, the principal shall complete a Professional Growth Plan and other documents as required under LEADS and their job performance will be measured based on that professional growth plan. For the 2013-14 school-year, the non-probationary principals to be summatively evaluated will be selected by superintendent or his/her designee.

Legal References: A.C.A. § 6-17-1501 et seq., A. C.A. § 6-17-2801 et seq., Arkansas Department of Education Rules Governing the Teacher Excellence and Support System

Adopted: October 24, 2013

## **ADMINISTRATOR EVALUATOR CERTIFICATION**

### **Continuing Administrators**

The Superintendent or designee shall determine and notify in writing by August 31 of any current or prior contract year those currently employed administrators who will be responsible for conducting Teacher Excellence Support System (hereinafter TESS) evaluations. All currently employed administrators so notified shall have until December 31 of the contract year to successfully complete all training and certification requirements for evaluators as set forth by the Arkansas Department of Education. It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, to fail to do so by December 31 of any contract year.

### **Newly Hired or Promoted Administrators**

All newly hired or newly promoted administrators, as a term and condition of their acceptance of their contract of employment for their administrative position, are required to obtain and maintain evaluator certification for TESS on or before December 31 of the initial administrative contract year, unless they are explicitly excused from such a contractual requirement by board action at the time of the hire or promotion. It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any newly hired or newly promoted administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of



employment, to fail to do so by December 31 of any contract year.

Legal Reference: Arkansas Department Of Education Rules Governing The Teacher Excellence And Support System 4.05

Adopted: October 24, 2013

## **DRUG FREE WORKPLACE - CERTIFIED PERSONNEL**

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. It is, therefore, the district's policy that district employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, alcohol, as well as inappropriate or illegal use of prescription drugs. Such actions are prohibited both while at work 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.

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.

Should any employee be found to have been under the influence of, or in illegal possession of, any illegal drug or controlled substance or under the influence of alcohol, whether or not engaged in any school or school-related activity, and the behavior of the employee, if under the influence, is such that it is inappropriate for a school employee in the opinion of the superintendent, the employee may be subject to discipline, up to and including termination.

Possession, use or distribution of drug paraphernalia by any employee, whether or not engaged in school or school-related activities, may subject the employee to discipline, up to and including termination. Possession in one's vehicle or in an area subject to the employee's control will be considered to be possession as though the substance were on the employee's person.

It shall not be necessary for an employee to test at a level demonstrating intoxication by any substance in order to be subject to the terms of this policy. 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 breath or clothing.

Should an employee desire to provide the District with the results of a blood, breath or urine analysis, such results will be taken into account by the District only if the sample is provided within a time range that could provide meaningful results and only by a testing agency chosen or approved by the District. The District shall not request that the employee be tested, and the expense for such voluntary testing shall be borne by the employee.

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately. If

the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day period.

Any employee so charged is subject to discipline, up to and including termination. However, the failure of an employee to notify his supervisor or the Superintendent of having been so charged shall result in that employee being recommended for termination by the Superintendent.

Any employee convicted of any criminal drug statute violation for an offense that occurred while at work or in the performance of official duties while off district property shall report the conviction within 5 calendar days to the superintendent. 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 of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, shall be recommended for termination.

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, will be sent home. The employee shall be given sick leave, if owed any. The District or employee will provide transportation for the employee, and the employee may not leave campus while operating any vehicle. It is the responsibility of the employee to contact his 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 will, 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.

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.

Legal References: 41 USC § 702, 703, and 706

Date Adopted: November 9, 2006

## **CERTIFIED PERSONNEL DRUG TESTING**

### **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.

## **Methods of Testing**

The collection, testing methods and standards shall be determined by the agency or other medical organizations chosen by the School Board to conduct the collection and testing of samples. The drug and alcohol testing is to be conducted by a laboratory certified pursuant to the most recent guidelines issued by the United States Department of Health and Human Services for such facilities. ("Mandatory Guidelines for Federal Workplace Drug Testing Programs").

## **Definition**

Safety sensitive function includes:

- a) All time spent inspecting, servicing, and/or preparing the vehicle;
- b) All time spent driving the vehicle;
- c) All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
- d) All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

## **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.

## **Prohibitions**

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- D. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
- F. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner, 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;

- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

Violation of any of these prohibitions may lead to disciplinary action being taken against the employee, which could include termination or non-renewal.

### **Testing for Cause**

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

### **Refusal to Submit**

Refusal to submit to an alcohol or controlled substance test means that the driver

- 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;
- Failed to remain at the testing site until the testing process was completed;
- Failed to provide a urine specimen for any required drug test;
- Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
- Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
- Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
- Failed to cooperate with any of the testing process; and/or
- Adulterated or substituted a test result as reported by the Medical Review Officer.

### **Consequences for Violations**

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, 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.

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, articulately observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the driver to submit to “reasonable suspicion” tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver the Superintendent or his/her designee shall remove 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.

If the result for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period 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.

The drivers covered under this policy are those who are required to have a teaching license as a prerequisite for their job. Federal law requires you to remove them from safety-sensitive functions when a drug or alcohol related problem exists, but does not enter into the realm of dismissing them from their teaching duties. Bus drivers who are not also teaching licensed personnel are covered under the Classified Policy 8.4 and may be dealt with given the specific provisions of their employment.

Legal Reference:     A.C.A. § 6-19-108  
                          49 C.F.R. § 382-101 – 605  
                          49 C.F.R. § part 40

Date Adopted: September 13, 2007

# DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

## CERTIFICATION

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

## CERTIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

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

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

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

1. Internet Security: The Cedarville 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. 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.

2. Conditional Privilege: The Employee's use of the district's access to the Internet is a privilege conditioned on the Employee's abiding by this agreement. 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.

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

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

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

- a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
- b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
- c. posting anonymous messages on the system;
- d. using encryption software;
- e. wasteful use of limited resources provided by the school including paper;
- f. causing congestion of the network through lengthy downloads of files;
- g. vandalizing data of another user;
- h. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
- i. gaining or attempting to gain unauthorized access to resources or files;
- j. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
- k. using the network for financial or commercial gain without district permission;
- l. theft or vandalism of data, equipment, or intellectual property;
- m. invading the privacy of individuals;
- n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
- o. introducing a virus to, or otherwise improperly tampering with, the system;
- p. degrading or disrupting equipment or system performance;
- q. creating a web page or associating a web page with the school or school district without proper authorization;
- r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- s. providing access to the District's Internet Access to unauthorized individuals; or
- t. taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- u. making unauthorized copies of computer software;
- v. personal use of computers during instructional time; or
- w. Installing software on district computers without prior approval of technology director or his/her designee.

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

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

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

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

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

Date Adopted: February 23, 1998

## **5.29—WELLNESS POLICY**

The health and physical well-being of our students directly affects their ability to learn. Childhood obesity increases the incidence of adult diseases occurring in children and adolescents such as heart disease, high blood pressure and diabetes. The increased risk carries forward into their adulthood. Research indicates that a healthy diet and regular physical activity can help prevent obesity and the diseases resulting from it. It is understood that the eating habits and exercise patterns of students cannot be magically changed overnight, but at the same time, the board of directors believes it is necessary to strive to create a culture in our schools that consistently promotes good nutrition and physical activity.

The problem of obesity and inactivity is a public health issue. The board is keenly aware that it has taken years for this problem to reach its present level and will similarly take years to correct. The responsibility for addressing the problem lies not only with the schools and the Department of Education, but with the community and its residents, organizations and agencies. Therefore, the district shall enlist the support of the larger community to find solutions which improve the health and physical activity of our students.

### **Goals**

In its efforts to improve the school nutrition environment, promote student health, and reduce childhood obesity, the district will adhere to the Arkansas Rules Governing Nutrition and Physical Activity Standards in Arkansas Public Schools. Adhering to these Rules will include, but is not limited to district efforts to

1. Appoint a district school health coordinator who shall be responsible for ensuring that each school fulfills the requirements of this policy;
2. Implement a grade appropriate nutrition education program that will develop an awareness of and appreciation for nutrition and physical activity throughout the curriculum;
3. Enforce existing physical education requirements and engage students in healthy levels of vigorous physical activity;
4. Strive to improve the quality of physical education curricula and increase the training of physical education teachers;
5. Follow the Arkansas Physical Education and Health Education Frameworks in grades K-12;
6. Not use food or beverages as rewards for academic, classroom, or sports performances;
7. Ensure that drinking water is available without charge to all students;
8. Establish class schedules, and bus routes that don't directly or indirectly restrict meal access;
9. Provide students with ample time to eat their meals in pleasant cafeteria and dining areas;
10. Establish no more than nine (9) school wide events which permit exceptions to the food and beverage limitations established by Rule. The schedule of the events shall be by school, approved by the principal, and shall be part of the annual school calendar;
11. Abide by the current allowable food and beverage portion standards;
12. Meet or exceed the more stringent of Arkansas' or the U.S. Department of Agriculture's Nutrition Standards for reimbursable meals and a la' carte foods served in the cafeteria;
13. Restrict access to vended foods, competitive foods, and foods of minimal nutritional value (FMNV) as required by law and Rule;
14. Conform new and/or renewed vending contracts to the content restrictions contained in the Rules and reduce district dependence on profits from the sale of FMNV.



15. Provide professional development to all district staff on the topics of nutrition and/or physical activity;
16. Utilize the School Health Index available from the Center for Disease Control (CDC) to assess how well the district is doing at implementing this wellness policy and at promoting a healthy environment for its students;

### **Advisory Committee**

To enhance the district's efforts to improve the health of our students, a School Nutrition and Physical Activity Advisory Committee (SNPAAC) shall be formed. It shall be structured in a way that ensures age-appropriate recommendations are made which correlate to our district's grade configurations. The SNPAAC shall have the powers and responsibilities delegated to it by statute and Rule. The overarching goal of the committee shall be to promote student wellness by monitoring how well the district is doing at implementing this policy. The SNPAAC shall use modules 1, 2, 3, 4, and 8 of the CDC's School Health Index as a basis for assessing each school's progress toward meeting the requirements of this policy. The results of the annual assessment shall be included in each school's ACSIP, provided to each school's principal, and reported to the board.

Legal References: Richard B. Russell National School Lunch Act 42 U.S.C. § 1751 et seq.  
Child Nutrition Act of 1966 42 U.S.C. § 1771 et seq.  
A.C.A. §§ 20-17-133, 134, and 135  
ADE Rules Governing Nutrition and Physical Activity Standards in  
Arkansas Public Schools  
Allowable Competitive Foods/Beverages - Maximum Portion Size List for  
Middle, Junior High, and High School  
Nutrition Standards for Arkansas Public Schools (Commissioner's Memo  
FIN-06-106)

Date Adopted: April 17, 2006  
Last Revised:

### **Grant Writing**

This new program is designed to encourage employees to seek and write new grants that are relevant for our school and our students. This program is only available for new grants. Existing grant will be exempt from consideration.

All grants must be pre-approved prior to seeking funding. A letter of intent must be submitted to the appropriate principal with guidelines for funding. The information will then be reviewed by the superintendent for approval. Failure to receive approval from the superintendent for a grant may result in exemption of the commission payment to the employee.

Employee will receive 5% commission payment for each grant that is awarded. The payment of commission will be made after the school receives the grant money. Grants less than \$1000.00 will be exempt from commission payment.

All grants approved and awarded will be commissioned at a rate of 5% of the dollar value of the grant. (Maximum ceiling is set for \$5000.00 for commission for each grant, unless it is written in to the grant for more.)

No commission will be paid to any employee with a job description including grant writing. No additional commission will be paid to an employee currently being paid for extra days or with a stipend to pay for these fund-seeking duties.

## **CERTIFIED PERSONNEL BENEFITS**

The Cedarville 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 sick leave day per calendar month worked; and
5. 2 Personal days.

Legal Reference:       A.C.A. § 6-17-201

Date Adopted: November 9, 2006

## **CERTIFIED TEACHING LICENSE**

The Cedarville School District approved to pay Cedarville Teachers, teaching certificate (license) five (5) year renewal only.

Board approved 01/22/2009 Revised 10/22/2010

## **DUTY OF LICENSED EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING**

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

Date Adopted: August 20, 2009

## **GOVERNANCE BY POLICY**

The district shall operate within the legal frameworks of the State and Federal Constitutions, and appropriate statutes, regulations, and court decisions. The legal frameworks governing the district shall be augmented by policies adopted by the board of directors which shall serve to further define the operations of the district.

When necessitated by unforeseen circumstances, the Superintendent shall have the power to decide and take appropriate action for an area not covered by the legal frameworks or a policy of the Board. The Superintendent shall inform the members of the Board of such action. The Board shall then consider whether it is necessary to formulate and adopt a policy to cover such circumstances.

The official copy of the policy manual for the District shall be kept in the Superintendent's office. Copies of the manual within the District shall be kept current, but if a discrepancy occurs between manuals, the Superintendent's version shall be regarded as authoritative.

Administrative regulations shall be formulated to implement the intentions of the policies of the Board. Regulations may be highly specific. The Board shall review administrative regulations prior to their implementation.

Legal Reference: Arkansas Constitution Article 14 § 2

Date Adopted: August 21, 2008

## **STUDENT PARTICIPATION IN SURVEYS**

Section One: No student shall be required to submit to a survey, analysis, or evaluation which is administered or distributed by a school, and is funded in whole or in part by any program administered by the U.S. Department of Education without the prior written consent of the parent/guardian that reveals information concerning the following:

1. political affiliations;
2. mental and psychological problems potentially embarrassing to the student or his family;
3. sex behavior and attitudes;
4. illegal, anti-social, self-incriminating, and demeaning behavior;
5. critical appraisals of other individuals with whom respondents have close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
7. religious practices, affiliations, or beliefs of the student or student's parent; or
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Section Two: No surveys shall be administered without the prior approval of the school principal. Any survey created by a third party, or funded, in whole or in part, as part of any US Department of Education administered program, containing one or more of the eight categories listed above shall be available to be inspected by a student's parent/guardian before the survey is administered or distributed by a school to a student. Parents/guardians shall have the right to deny permission for their child to participate in the taking of the survey. The school shall not

penalize students whose parents/guardians exercise this option. The school shall take reasonable precautions to protect students' privacy during their participation in the administration of any survey, analysis, or evaluation containing one or more of the eight categories listed above.

Section Three: Parents or guardians wishing to inspect a survey, analysis, or evaluation shall be able to so in the administrative office of the administering school where the surveys shall be available for inspection for a period of ten (10)\* days (regular school days when school is in session) after the notice of intent to administer the survey is sent. Included in the notice shall be information regarding how the survey or questionnaire will be administered; how it will be utilized; and the persons or entities that will have access to the results of the completed survey or questionnaire. Parents may refuse to allow their student to participate before or after reviewing the survey or questionnaire.

The requirements of sections one, two, and three of this policy do not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (IDEA).

Section Four: Prior written parental permission is required before any survey or questionnaire (not including tests mandated by state or Federal law or regulation and standardized scholastic achievement tests) is administered to a student the responses to which are to be provided to a person or entity other than another public school, school district, or any branch of the Federal Government and which requests or requires a student to provide any of the eight (8) categories of information listed above and/or the following;

1. A student's name;
2. The name of the student's parent or member of the student's family;
3. The address, telephone number, or email address of a student or a member of a student's family;
4. A personal identification number, such as a social security number, driver's license number, or student identification number of a student or a member of the student's family;
5. Any information, the disclosure of which is regulated, or prohibited by any other state or federal law or regulation.

The rights provided to parents under this policy transfer to the student when he/she turns 18 years old.

**Notes:** This policy is to be developed in conjunction with parents.

Parents must be "directly" notified of this policy, at least annually at the beginning of the school year, and within a reasonable period of time after any substantive change in the policy and include in the notice the specific or approximate dates (to the extent known) during the school year when these activities are scheduled.

"Directly notified" in regard to this policy means by mail or email: inclusion in the student handbook does not meet the law's requirements.

\*The length of time may be adjusted, but it must be a "reasonable period of time."

Legal References: 20 USC § 1232h (a), (b), (c) [NCLB Act of 2001, Part F, Section 1061 (c) (1)(A)(i)(ii)(B), (2)(A)(i)(ii)(B)(C)(ii), (5)(A)(ii)(B), (6)(C)(F)(G)]  
ACA § 6-18-1301 et seq.

Date Adopted: August 20, 2009