

YELLVILLE-SUMMIT SCHOOL DISTRICT

PERSONNEL POLICIES

FOR LICENSED STAFF

2018-2019

ACCREDITATION

The Yellville-Summit Public Schools are fully accredited by the State of Arkansas. The State Department of Education has recognized for many years the quality of our program. All Yellville-Summit schools are accredited by the North Central Association of Schools and Colleges.

The Yellville-Summit Public Schools hold an "A" rating from the Arkansas State Department of Education. This is the highest rating given by the State Department and meet all state school standards.

The rating each school receives annually is determined on the basis of the educational program it is carrying as evidenced by a number of objective factors. Chief among these factors are the following:

1. Training of the faculty,
2. Adequacy of the library facilities,
3. Adequacy and utilization of the school plant,
4. Standards for graduation,
5. Stability of the faculty,
6. Financial support of the educational program,
7. Student-teacher ratio, and
8. The spirit of the total program.

It is most complimentary to our school system to attain the highest possible rating.

The contents of this manual represent Board of Education and Administrative policy of the Yellville-Summit School District and will remain in effect as policy until changed by the Board in due process or until found not to be in compliance with state laws and regulations.

/s/Jason Jones, School Board President

July 1, 2018
Effective Date

PERSONNEL POLICIES COMMITTEE

The District shall have a Personnel Policies Committee consisting of eight (8) classroom teachers: four (4) from K-6 and four (4) from 7-12; plus one (1) principal on a rotating basis. The classroom teacher members shall be elected by a majority of the classroom teachers employed in the district by an election conducted by the teachers.

Each member shall serve a four (4) year term. The terms shall be staggered to insure continuity within the committee. Each year two (2) new members shall be selected from nominations from each school with all classroom teachers making the final selection. When a member of the committee changes grade level for representation, that member will resign and an appropriate representative will be elected. Upon an opening occurring on the Committee during a school year, the affected school will elect a replacement for that school year.

The personnel policies committee shall organize itself in the first quarter of each school year, elect a chairman and secretary from the eight (8) classroom teachers, and develop a calendar of meetings throughout the year to review the district's personnel policies. Minutes of the meetings shall be promptly reported and distributed to members of the Board and posted in the buildings of the district. New policies or amendments to existing policies by the Board shall be submitted to the committee at least five working days before presentation to the Board. The Board of Education may adopt, reject, amend or refer back to the policies committee for further study any proposed policies or amendments to existing policies. (Ref: Act 687 of 1987)

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Policies are non-sequential due to non-adoption of ASBA suggested policies.

3.1 SALARY

A. Pay Period

Professional staff shall be paid on the 10th day of each month. If the 10th is on a weekend or holiday, the payday will be the nearest weekday prior to the 10th.

Professional staff shall be paid in 12 monthly installments.

The first payday for nine-month employees will be in September.

- B. The Board shall cause to be drawn and to be maintained, with its approval, a salary schedule that reflects a differential in experience and education.
- C. No person shall be financially harmed by being called to military or jury duty. Employees shall receive their regular pay from the district while serving military/jury duty, and shall reimburse the district from the stipend they receive for military/jury duty, up to, but not to exceed, the cost of the substitute hired to replace the employee in his/her absence. Mandatory military duty will follow Arkansas Statute 6-17-306.
- D. Alternative Licensure Program, no prior teaching license

Each employee newly hired by the district to teach under the alternative licensure program (ALP) shall initially be placed on the salary schedule in the category of a bachelor's degree with no experience, unless the ALP employee has previous teaching experience which requires a different placement on the schedule. Upon receiving his/her teaching license, the employee shall be moved to the position on the salary schedule that corresponds to the level of education degree earned by the employee. Employee's degrees which are not relevant to the ALP's position shall not apply when determining his/her placement on the salary schedule. An alternative licensed teacher shall be eligible for step increases with each successive year of employment, just as would a teacher possessing a traditional teaching license.

- E. Licensed employee, seeking additional area or areas of licensure

Licensed employees who are working on an ALP to gain licensure in an additional area are entitled to placement on the salary schedule commensurate with their current license, level of education degree and years of experience. Degrees which are not relevant to the employee's position shall not apply when determining his/her placement on the salary schedule.

(Legal Reference: ACA 6-17-201, 202, 1001, 1002 and ACA 6-20-319(4))

3.2 EVALUATIONS

Evaluations of certified personnel shall be undertaken at least annually.

Evaluations shall be based on a combination of scheduled and informal observations. Additional and more frequent informal observations will be done should it be determined by the administration that the observations would be helpful in addressing performance problems.

(Legal Reference: ACA 6-17-1504)

3.4—CERTIFIED PERSONNEL REDUCTION IN FORCE

A: *Rationale*

Reduction in Force (RIF) is a policy to guide the Yellville-Summit District if it becomes necessary to reduce certified staff members due to a decline in student enrollment, financial conditions, program revision or elimination, closing of facilities, district reorganization, or consolidation or merging of districts. Whenever a reduction in certified staff members becomes necessary as determined by the superintendent and recommended to the Board of Education, the following policy will be utilized to accomplish the necessary reduction action:

B: *Definition*

1. Reduction in Force (RIF) – RIF as used in this policy will mean district- wide reduction in certified staff members.
2. Seniority – Seniority as used in this policy will only refer to the employee's continuous years of service in the Yellville-Summit District.
3. Attrition – Attrition is defined as a position left vacant when a teacher voluntarily resigns, retires, or is dismissed from the District.
4. Standard licensure means a permanent, non-contingent license to teach in a subject area or grade level.

C: *Provisions*

- 1. The Board of Education upon recommendation by the superintendent of schools will determine the number of staff members to be non-renewed in each licensure area, grade level and /or program to be affected.
- 2. To the fullest extent possible, normal attrition will be considered first prior to reduction in force.
- 3. A certified staff member who is non-renewed may engage in

teaching or other occupations during that time period.

- 4. If a certified staff member is non-renewed under this policy, he/she shall be offered an opportunity to fill a vacancy for which he/she is qualified for a period of up to two years.
- 5. The selection of teachers to be recommended for reduction in force will be made by the superintendent of schools on the basis of the criteria and priorities listed below:
 - A. Seniority – Reductions will be accomplished by layoffs of the least senior teacher in the identified areas of licensure. All licensure area(s) and Highly Qualified Teacher (HQT) status areas for each teacher will be considered when making this determination. If a teacher possesses multiple areas of licensure and is highly qualified in those areas, he or she will be considered in each licensure area. Ultimately, the least senior teacher, licensure and HQT notwithstanding, will be laid off. Only continuous experience in the Yellville-Summit District will be counted for the purpose of this policy. A semester or more resulting in less than a year under contract as a teacher shall be counted as one-half (1/2) year. Less than a semester shall not be recognized. For the purpose of this policy, a list of teachers in their first, second, and third year of teaching experience in the Yellville-Summit District will be maintained and will be considered as the least senior staff members for the purpose of non-renewals.
 - B. Standard Licensure – If two or more teachers have the same seniority and licensure area status, the teacher with the standard licensure will be considered the most senior over a teacher with an initial or a NTLP provisional or reciprocity provisional licensure. If two or more teachers have the same seniority and licensure area status, the teacher with the standard licensure and who is highly qualified in the specified content areas as required by No Child Left Behind will prevail.
 - C. Post Graduate Training – If two or more persons have the same seniority and licensure 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.
 - D. A person with a standard teaching license and who is licensed and highly qualified in more than one teaching area will be given priority if seniority status and post graduate training are equal.

- E. If all above are equal, the following stipulation will determine seniority: The teacher with the most non-continuous years within the district shall prevail. If two or more teachers have the same years of previous experience in the district, then the teacher with the earliest date of current employment as a certified teacher in the district shall prevail. Date of entry in a noncertified position shall not count as date of entry. If earliest date of current employment is the same, the determination of who will be retained will be decided at a meeting with the affected parties and the superintendent through a random drawing.
- F. Finally, part-time teachers in identified areas of specialization will be released prior to reduction of teachers on full-time contracts.
- G. Administrators – Reductions will be accomplished by layoffs of the least senior administrators in the identified areas of licensure. Only experience in the Yellville-Summit District will be counted for the purpose of this policy. A semester or more resulting in less than a year under contract as an administrator shall be counted as one-half (1/2) year. Less than a semester shall not be recognized. For the purpose of this policy, a separate list of administrators in their first, second, and third year of experience in the Yellville- Summit District will be maintained and will be considered as the least senior staff members for the purpose of non-renewals.
- H. In the event an administrator is forced to move to a teaching position, only teaching experience in the Yellville-Summit District will be recognized for the purpose of this policy.

- Specially-funded programs such as adult education, federal programs Title I, etc. may be modified or eliminated independent of this policy. All employees will be notified in writing of this provision at the time of employment.
- The implementation of a reduction in force will not be used to allow certified teaching employees to move to an administrative position unless selected for such a position through the usual selection process.

D: Procedure

- 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 a reduction in force occurs.
- Employees laid off as a result of this policy shall be terminated or non-renewed in accordance with the Arkansas Teacher Fair Dismissal Act and the

Arkansas Employees' Fair Hearing Act. Employees will be notified by April 15th by certified mail.

- Certified staff members will be selected for reduction in accordance with the provisions and the procedures of this policy. Certified staff members on extended professional leave or leave of absence will be considered in the same manner.
- A seniority list of in-district teaching experience and a separate seniority list of in-district administrative experience which will include licensure areas will be used to identify persons for the RIF process.

E: Recall

- Certified employees non-renewed under this policy shall be offered an opportunity to fill a vacancy for which he/she is qualified for a period of up to two years. Non-renewed certified personnel shall be recalled in reverse order of the layoff (employees with the most seniority shall be called back first) to any position for which he/she is fully licensed. RIFed certified employees will be offered employment in their licensure area prior to employment being offered to licensed applicants. However, RIFed certified personnel must be fully licensed for the available position as reflected on their current Arkansas teaching license.
- Notice of vacancies shall be by certified mail. The recall notice will be sent to the person's last known address on file in the school district's personnel office. It will be the responsibility of the employee to supply the district with his or her current address.
- The non-renewed certified person shall have ten (10) working days from the postmark date on the recall notice to accept the offer of a position. A lack of response or a certified employee's refusal of a position shall end the district's obligation to rehire the laid-off employee.
- A non-renewed certified employee who has contracted with another public school district during the time of the layoff may opt to complete his or her existing teaching contract. In this case the employee will be hired to fill any available vacant position for which he/she is licensed at the beginning of the next school year. If a position does not become available for which he/she is licensed at the beginning of the next school year, the district's obligation to replace the layoff employee shall end.
- All fringe benefits to which a RIFed employee was entitled at the time of the

reduction in force including sick leave, personal leave, etc. will be restored to him/her upon returning to full-time employment with the school district. No benefits will accrue during the RIF layoff. The employee recalled from a RIF layoff will be placed at the appropriate level on the salary schedule. Any recalled employee will be considered to be reinstated to "continuous" status in regards to future RIF situations.

- Any certified employee who has been non-renewed under this policy who chooses to become a substitute teacher will be given priority consideration. On the substitute teacher call list, the names of the non-renewed employees will be so designated. Those designated will be given priority when calling substitutes for duty.
- All non-renewed certified staff under this policy will be given priority over new applicants in the same licensure area(s) in filling a position which may open.
- When a reduction in force is declared and certified personnel are placed on RIF status, the school district's personnel office will prepare a seniority list of certified personnel. This list will be done according to seniority and will include the employee's name, continuous years of service in Yellville-Summit Public schools, licensure areas, and highly qualified status licensure areas. This list will be maintained in the school district personnel office for review by the appropriate school officials, the personnel involved, and the chairperson of the Certified Personnel Policy Committee.
- Section Two
- Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all teachers will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments change. * A partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.
- The employees of any school district which annexes to, or consolidates with, the Yellville-Summit School District will be subject to dismissal or retention at the discretion of the school board on the recommendation of the superintendent, solely on the basis of need, if any, for such employees on the part of the Yellville-Summit School District, if any, at the time of the annexation or consolidation or within ninety (90) days after the effective date **of the annexation or consolidation. The need for any employee of the annexed** or consolidated school district shall be determined solely by the superintendent and the school board of the Yellville-Summit School

District.

- Employees retained from annexed or consolidated schools will not be considered as having any seniority with the Yellville-Summit School District and may not claim an entitlement under a reduction in force to any position held by a Yellville-Summit School District employee prior to, at the time of, or prior to the expiration of ninety (90) days after the consolidation or annexation if the notification provision below is undertaken by the superintendent.
- The superintendent shall mail or have hand-delivered the notification to such employee of his/her intention to recommend non-renewal or termination pursuant to a reduction in force within ninety (90) days of the effective date of the annexation or consolidation in order to effect the provisions of this section of the Yellville-Summit School District's reduction-in-force policy. Any such employees who are non-renewed or terminated are not subject to recall regardless of any language in any other section of this policy. Any such employees shall be paid at the rate for each person on the appropriate level on the salary schedule of the annexed or consolidated district during those ninety (90) days and/or through the completion of the reduction-in-force process.
- The subsection of the reduction-in-force policy shall not be interpreted to provide that the superintendent must wait ninety (90) days from the effective date of the annexation or consolidation in order to issue notification of his/her intention to recommend dismissal through reduction-in-force but merely that the superintendent has that period of time in which to issue notification so as to be able to invoke the provisions of this section.
- *For example: It may be discovered that a teacher is receiving a stipend for duties that he/she is no longer performing. As part of the reduction in force, the teacher would be sent notification by the superintendent that he/she intended to partially non-renew the teacher for obsolete stipend.

Legal Reference: A.C.A. § 6-17-2407

3.5 CONTRACTS

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.

Contracts shall be issued prior to last student day before summer dismissal

(Legal Reference: ACA 6-17-1506(c)(1))

3.6 EMPLOYEE TRAINING

Staff development is a means of increasing faculty skills and understanding of a specific activity or educational goal. The district will provide ten (10) days of staff development for its employees and will report these ten days on its calendar. These days could occur at any time of the year, but appropriate activities will occur during the contracted time. Staff development activities may be provided by the education service cooperative. Additional in-service training sessions will be announced at various intervals during the school year.

The district will plan staff development based on local needs and state educational goals. Teachers will be involved in the development of this plan. Staff development record-keeping of individual participation is the responsibility of the district with the teacher turning in proper documentation to the building principal. The plan and documentations will be kept on file for monitoring by ADE supervisors.

All certified employees are required to obtain at least 36 hours of staff development each year (ADE requirement) plus four (4) contact days with content determined by the building principal, for a total of 60 hours staff development. The staff development year will begin June 1 and will end May 31. Staff development activities attended during the summer or after school hours can be counted toward the requirement. An employee who misses any part of regularly scheduled staff development activities for any reason must make up that time in other in-service activities. Any variation from the ten days set aside by the district must have prior approval from the building principal or superintendent. Part-time employees must attend staff development on a prorated basis (i.e. a half-time teacher must attend 30 hours).

Staff development programs encompass a broad range of activities including: conferences, interclassroom visitation, travel, workshops, independent study, peer consultation, and university courses. To be eligible, staff development activities should be engaged in primarily to produce new skills and/or to improve performance in job assignments. The activity should pertain to the teacher's academic field, district needs, and/or state educational goals. The policy is of one (1) hour of credit received for each hour involved. A three-hour college credit course from an accredited college or university counts as 15 hours of professional

development, if the college credit is related to and enhances the teacher's knowledge of the subject area in which the teacher is currently teaching or is part of the requirements for the teacher to obtain additional certification in a subject matter that has been designated by the ADE as having critical shortage of teachers. No more than half of the required 60-hours of professional development time may be met through college credit hours.

Employees who teach courses or workshops outside the district and which are not related to district goals CANNOT count such courses toward fulfillment of the staff development requirement.

(Legal Reference: Standards of Accreditation 15.04, ACTAAP Rules 5.0-5.07.1, ACA 6-15-404(f)(2), ACA 6-17-704, 6-15-1703, and ACA 6-20-2303(17))

3.8 SICK LEAVE

A. Types of Sick Leave: sick leave, maternity leave, and funeral leave.

1. Sick leave covers illness of the teacher, the teacher's husband or wife, children, brothers, sisters, father, mother, father-in-law, mother-in-law, grandparents, grandchildren, or any relative living in the home.
2. Maternity leave will be treated as sick leave. The teacher may remain in the classroom as long as her performance is satisfactory and her physician deems advisable and shall return to the position under the same conditions. The position will be filled with a substitute teacher on a temporary basis during the period of absence.
3. Funeral leave covers the death of a teacher's family member. Exceptions may be granted with the principal's permission.

B. Computation of Days of Sick Leave

1. The Board of Education shall grant to every teacher in the district sick leave at full pay at a rate of one (1) day per month or major portion thereof that the teacher is contracted. Employees who work 186 to 200 days will receive 10 sick leave days. Those who work 201 to 220 days will receive 11 sick leave days. Employees who work 221 days or more will receive 12 sick leave days.
2. Teachers shall be entitled to take sick leave for personal illness or illness in his/her immediate family, including spouse, children, parents or other relatives.
3. The Board shall maintain a record of sick leave used and accumulated for each teacher. Sick leave days not used by a teacher shall be credited to the teacher up to a maximum of 120 days. A teacher taking sick leave may use any amount up to the total number of accumulated days.

4. Sick Leave Incentive Program: In the event that a faculty member accumulates in excess of 120 days of sick leave, he/she shall be paid \$35.00 for each day which exceeds the 120 days. Eligibility for this program begins after the faculty member has taught in the Yellville-Summit School District for five (5) consecutive years.
5. The superintendent may require a statement from a medical doctor or other acceptable proof that the teacher was unable to work to ensure that there will be no abuse of sick leave privileges. The superintendent may require a physician's verification of sick leave when absence exceeds four continuous days or when absence indicates need for verification.
6. Upon proper verification in writing of previous employing school board, a teacher employed by the Board may transfer up to 120 days of sick leave from another school district in Arkansas. (Ref: Act 818 of 1989)
7. The Yellville-Summit School Board shall provide to all personnel that portion of unused leave (both sick and personal) not taken before the end of their contract upon furnishing proof of intent to retire in their state retirement system by June 1st of the year which the employee wishes to retire.

Compensation shall be based upon the following formula:

For each year of service in district, the equivalent of their full time allotment of sick days (ie. 5 years of service with a 9 month contract having 10 days yearly allotment would yield a maximum of 50 days);
100% of days balance if over 10 years of service in district with a maximum possible total of 140 days including 10 personal;
Daily rate equivalent to current certified substitute teacher pay.

The Administration shall implement such procedures as required to maintain documentation for each employee.

C. Salary Deductions

1. Leaves and/or absences taken by a teacher which are not authorized will cause a salary deduction from such teacher's salary in the sum equal to a full day's salary, times the number of days the teacher is absent.
2. A teacher who does not complete the contract year shall have deducted from his/her final paycheck a sum equal to a full day's salary, times the number of days used in excess of earned sick leave, if he/she has been overpaid (i.e. has taken sick leave during the year). This applies to sick leave only.
3. Deductions will be figured at the number of days contracted - divided into

the total yearly salary of the teacher.

D. Substitutes

Employees who are unable to report for work for any reason should notify the principal/designee involved at the earliest possible time so that suitable substitute arrangements may be made. The principal/designee will not make arrangements for a substitute unless notified by a teacher that he/she will not be in attendance that day. **It is the teacher's responsibility to communicate with the principal/designee.**

The contracting and paying of substitutes shall be the responsibility of the school district.

The pay of the substitute teacher shall be at a per day rate established by the Board of Education.

The superintendent of schools shall maintain a list of qualified substitute teachers who may be called on to replace regular teachers when they are absent. Such a list shall be filed with the principal of each school. Insofar as possible, principal/designee will call persons on this list to substitute in subjects or areas for which they are listed. A person whose name does not appear on the substitute list may not be employed in the Yellville-Summit School District except when specifically approved by the superintendent.

Principals will be responsible for seeing that the work of the substitute is as effective as possible. They will also be responsible for reporting monthly to the superintendent on the use of any substitutes in their school.

E. Donation of Sick Leave Days

1. Donation of sick leave days may be granted upon request by certified personnel and approved by the building principal and superintendent.
2. Donated sick leave is not a sick leave "pool", rather a voluntary gift from one employee with accumulated sick leave to another employee who has exhausted his or her accumulated sick leave days.
3. The process will involve a lateral transfer of a designated number of sick leave days between certified personnel as decided by the giver. The given days would not go into a pool to be accessed by any other employee. The intent of this policy is to allow employees to help their fellow employees in times of need.
4. Any employee has the right to request these additional days from the superintendent, when all their sick days have been exhausted, if other employees are willing to donate days to them. No employee shall receive more than 120 cumulative days of donated sick leave during their time of employment with the Yellville-Summit School district.

(Legal Reference: ACA 6-17-1201 et seq.)

3.9 SICK LEAVE BANK

A. Purpose

1. The purpose of this program is to grant to its participants an extended leave period above and beyond the existing district sick leave policy.
2. It is the intent of this program to provide additional leave only after the participant has used all personal sick days and vacation days.
3. As a general guideline for the Review Board, days may be withdrawn only for absence due to prolonged illness, accident, abnormal pregnancy problems, etc., of the teacher, spouse, child, parent, or any relative living in the home.
4. Days may not be requested in advance except for those needed for follow-up doctor visits related to the prolonged illness.

B. Membership

1. Any member of the Yellville-Summit School District certified staff may become a participant for one year by contributing one regular sick day from the previous year's full-time service (September through May) at Yellville-Summit to the SICK LEAVE BANK established for this program, or for as long as the BANK has any days in it. The sick day contribution should be considered a gift and is generally non-refundable.
2. Initial membership will be taken during the first two weeks of an academic school term. For membership, all eligible personnel must indicate in writing acceptance or non-acceptance. If the choice is non-acceptance, written notice must be done annually.

C. Review Board

1. The eligibility to withdraw days from the SICK LEAVE BANK will, in all cases, be determined by the Review Board. The decision of the Review Board will be final. The Board may require appropriate documentation before making a decision regarding the granting of days.
2. The Review Board will consist of ten (10) members, as follows:
 - a. Four (4) teachers representing K-6 and four (4) teachers representing 7-12, elected by the participants by the end of the three-week period from the day teachers report. Members must be participants.
 - b. One principal which is not the primary supervisor of the applicant. The primary supervising principal is an ex-officio member.
 - c. School Board member as elected by the School Board at the August board meeting.

- d. A quorum will be comprised of at least two representatives from each school, and the non-primary supervising principal.
3. Members of the Review Board will serve for four years. The terms will be staggered to ensure continuity within the Board. The Personnel Policies Committee shall conduct the election by use of secret ballot if any position is contested.
4. When a member of the Review Board changes grade level or area for representation, that member will resign and an appropriate representative will be elected. Upon an opening occurring on the Review Board during a school year, members from the affected school will elect a replacement for that school year.
5. Review Board members shall not vote on an application that involves themselves or their spouses. In case of an irreconcilable tie vote, the application will be denied.
6. Annually, the Review Board will meet by the end of the four-week period from the day teachers report, and will elect its chairperson and act as the administrative body of this program.

D. Program Limits

1. The total number of days that may be withdrawn by a full-time participant shall not exceed twenty (20) days per contract year. The maximum for a part-time participant shall be twice the number of sick days allotted for current contract year.
2. The total number of days that can accumulate in the SICK LEAVE BANK (100 days) shall be approximately five (5) times the maximum number of days that can be withdrawn by an individual (20 days).
3. If, at the end of any academic school term, it is determined that the total accumulation in the BANK exceeds the above limit, then those members participating in the program will be granted one free year of coverage. Non-participating members may join the following year by contributing one of their regular sick days to the BANK. (This allows the possibility of 100-plus days.)
4. In the event that the number of days in the BANK is depleted in any given year, then those members participating may be assessed one-half additional sick day. The Review Board will determine a fair and equitable assessment of those days, with members that have contributed a total of three days not being assessed until all other members have contributed a total of three days. If all days in the BANK are depleted, members may choose not to rejoin, but lose all coverages.
5. Beyond the total accumulation of days in the BANK and additional

assessment of extra day(s), this program offers no further guarantee of coverage.

6. Sick leave will not be granted if applicant is receiving or is eligible for income from an income-protection insurance policy with similar coverage.

E. Records

1. In the event that an additional assessment is made as set forth in Part (D)(4), and a participating member does not have an additional day available, and the member is in at least the second year of participation, the member may borrow from the BANK to continue coverage. This day must be repaid at the beginning of the next school year.
2. Members unable or unwilling to contribute the additional assessment will be dropped from the program. Any member who was unable to contribute is eligible to join the following year by contributing one regular sick day. Any member unwilling to contribute the additional assessment must wait a year in order to rejoin.
3. Members who leave the employment of Yellville-Summit or officially retire and return year(s) later will be considered a new hire and be eligible to rejoin the following year.
4. Members who change status (ie. full-time to part-time) will remain as members in good standing as long as they remain under contract with Yellville-Summit.
5. Sick Bank Leave request forms are available in the office of the principal or with the Sick Bank Review Board chair or secretary. Completed forms are turned into the Sick Bank Review Board chair, who will then call the necessary Review Board meeting.
6. Written requests for sick leave days may be made by proxy, principal, or spouse.
7. The Sick Leave Record Book will be located with the Sick Bank Review Board secretary.

F. Changing Limits

1. The program limits as set forth in Part D may only be changed by a majority vote of the participating members in the spring of the school year, so as to be effective with the new contracts for the following year, subject to School Board approval.
2. Any other part of this program may only be changed by a 2/3 majority vote of the participating members in the spring of the school year, so as to be effective with the new contracts for the following year, subject to School

Board approval.

3. This program will be considered in effect September, 1991, when fifty (50) percent of the eligible membership has joined.

(Legal Reference: ACA 6-17-1208)

3.10 PLANNING TIME

A master schedule shall be created by the building level principal 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 principal or designee.

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))

3.11 PERSONAL LEAVE

Full-time employees have two (2) days of personal leave per contract year. An employee may take personal leave when he must be absent from work for reasons which do not entitle the employee to take sick leave.

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. Any usage of personal days in excess of five (5) consecutive school calendar days will require administration approval.

Personal leave may not be taken the day before or the day after a holiday without prior approval by administration.

Personal leave can accumulate up to ten (10) days total, with the excess converting to sick days each contract year.

As an incentive to employees who do not frequently use their sick days, an employee of the district may convert their sick days to personal days according to the following chart. Employees may not use this method to acquire more than ten (10) total personal days in any calendar year. Employees may not convert more than ten (10) total days every three (3) years. (Ex: Year 1: 4 days, Year 2: 0 days, Year 3: 4 days.

In year 4, 6 days could be possible for conversion because the previous 2 years used only 4 days.)

<u>Total accrued sick days</u>	<u>Maximum number of days to be converted</u>
0-10 days	1
11-20 days	2
21-30 days	3
31-40 days	4
41-50 days	5
51-60 days	6
61-70 days	7
71-80 days	8
81-90 days	9
91 days and above	10

3.12—PROFESSIONAL LEAVE

Professional leave is that leave taken for professional purposes with the approval of the principal and superintendent.

Professional leave can also be used for school sponsored activities—in order to accompany students on special school activities.

3.13 PUBLIC OFFICE

An employee of the District who is elected to the Arkansas General Assembly or any elective or appointive public office (not legally constitutionally inconsistent with employment by a public school district) shall not be discharged or demoted as a result of such service.

No paid leave will be granted for the employee's participation in such public office. The employee may receive pay for personal leave or vacation (if applicable), if approved in advance by the Superintendent, during his absence.

Prior to taking leave, and as soon as possible after the need for such leave is discerned by the employee, he must make written request for leave to the Superintendent, setting out, to the degree possible, the dates such leave is needed.

An employee who fraudulently requests sick leave for the purpose of taking leave to serve in public office may be subject to nonrenewal or termination of his employment contract.

(Legal Reference: ACA 6-17-115)

3.14 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.

(Legal Reference: ACA 16-31-106)

3.15 LEAVE — INJURY FROM ASSAULT

Any teacher who, while in the course of his employment, is injured by an assault or other violent act; while intervening in a student fight; while restraining a student; or while protecting a student from harm, shall be granted a leave of absence for up to one (1) year from the date of the injury, with full pay.

A leave of absence granted under this policy shall not be charged to the teacher's sick leave.

In order to obtain leave under this policy, the teacher must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the teacher to return to work, and written statements from witnesses (or other documentation as appropriate to a given incident) to prove that the incident occurred in the course of the teacher's employment.

(Legal Reference: ACA 6-17-1209)

3.16 REIMBURSEMENT FOR PURCHASE OF SUPPLIES

Prekindergarten through sixth grade teachers shall be allotted the amount required by law per student enrolled in the teacher's class to be used for the purchase of classroom supplies and class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account.

Teachers may purchase supplies and supplementary materials from the district at the district's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved a purchase order for supplies which will then be purchased on their behalf by the school and subtracted from their total supply and material allocation. Teachers may also purchase materials and supplies using their own

funds and apply for reimbursement by submitting itemized receipts. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property.

Unused allotments shall not be carried over from one fiscal year to the next.

(Legal Reference: ACA 6-21-303(b)(1))

3.17 INSULT OR ABUSE

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: ACA 6-17-106)

3.18 OUTSIDE EMPLOYMENT

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

(Legal Reference: ACA 6-24-106, 107, 111)

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

3.20 REIMBURSEMENT OF TRAVEL EXPENSES

Employees shall be reimbursed for personal and/or travel expenses incurred while performing duties or attending workshops or other employment-related functions, provided that prior written approval for the activity for which the employee seeks reimbursement has been received from the Superintendent, principal (or other immediate supervision with the authority to make school approvals), or the appropriate designee of the Superintendent.

It is the responsibility of the employee to determine the appropriate supervisor from which he must obtain approval and mileage will only be reimbursed if district vehicles are not available. Other arrangements are subject to prior superintendent approval.

Reimbursement claims must be made on forms provided by the District and must be supported by appropriate, original itemized receipts. Copies of receipts or other documentation are not acceptable, except in extraordinary circumstances.

Per diem and mileage reimbursement when an employee is on approved off-campus school business will be at the same rate that is utilized by the State of Arkansas for State employees. The rate of reimbursement will track the State rate and fluctuate accordingly.

3.21 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.

(Legal Reference: ACA 6-21-609)

3.22 DRESS CODE

Employees shall ensure that their dress and appearance are professional and appropriate to their positions.

3.25 GRIEVANCES

A. Rationale

The Yellville-Summit Board of Education recognizes that harmonious relations with its employees can be maintained and improved through effective communications. The interests of all parties can best be served by sincere efforts of all concerned to promote understanding and cooperation. The Board, therefore, has adopted the following grievance procedure as a

means to examine and resolve possible problems which relate to the administration of personnel policies of the Yellville-Summit School District.

B. Definitions

1. "Grievance" is a claim or dispute concerning the interpretation, application, or claimed violation of the personnel policies of the Yellville-Summit School District. Other matters for which other means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. A grievance does not include matters involving the Yellville-Summit Board of Education's right to establish educational policy and prescribe rules and regulations for the conduct and management of the schools, nor does it include conferences or documentation of an employee's performance deficiencies as contemplated by the Arkansas Teacher Fair Dismissal Act, the Public School Employee Fair Hearing Act, or otherwise.
2. Employees covered by this procedure shall mean certified employees of the Yellville-Summit Board of Education.
3. Immediate Supervisor is that employee possessing administrative authority to direct the activities of the grievant.

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

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

Step 2. In the event the grievant wishes to appeal the decision at Step 1, or the Step 1 time limit expires without the issuance of the immediate supervisor's written reply, the appeal must be presented in writing to an administrative officer of higher rank than the grievant's immediate supervisor. Such appeal shall be presented within five (5) working days of the receipt of the Step 1 decision. Such appeal shall contain a statement of the grievance and specific references to the section of the Yellville-Summit School District's personnel policies which the grievant claims to have been violated and the name of the representative of the grievant, if any. The administrative officer shall schedule a meeting with the grievant within ten (10) working days to attempt to resolve the grievance. Notice of the conference shall also be given to all parties involved in the alleged grievance. The administrative officer shall issue a written decision to the grievant within five (5) working days after

the conference. Unless the grievance shall be so appealed, it shall be deemed to have been settled and the grievant shall have no further right with respect to said grievance.

Step 3. In the event the grievant wishes to appeal the decision at Step 2, or the Step 2 time limit expires without the issuance of the administrative officer's written reply, the appeal must be presented to the Superintendent within five (5) working days of the receipt of the Step 2 decision. A copy of the Step 3 appeal, together with Step 1 and Step 2 decisions, and the name of the representative of the grievant, if any, must be submitted simultaneously to the superintendent. The superintendent shall schedule a meeting with the grievant within ten (10) working days to attempt to resolve the grievance. Notice of the Step 3 conference shall be given to the grievant, as well as to the individuals who rendered the Step 1 and Step 2 decisions. The superintendent shall issue a written decision to the grievant within ten (10) working days after the conference with the grievant. Unless the grievance shall be so appealed, it shall be deemed to have been settled and the grievant shall have no further right with respect to said grievance.

Step 4. In the event the grievant wishes to appeal the decision at Step 3, or the Step 3 time limit expires without the issuance of the superintendent's written decision, the appeal must be presented to the Superintendent as secretary of the Board of Education within five (5) working days of the receipt of the Step 3 decision. A copy of the Step 4 appeal, together with copies of the grievance, the Step 1, Step 2 and Step 3 decisions, and the name of the representative of the grievant, if any, must simultaneously be submitted to the superintendent. The grievant's appearance to present the appeal before the Yellville-Summit Board of Education will be scheduled in accordance with regular procedures adopted by the Board. The grievant may appear alone at this conference or be accompanied by a representative of his/her choice. The Board shall issue a written decision to the grievant within thirty (30) days after the conference with the grievant. Unless the grievance shall be so appealed, it shall be deemed to have been settled and the grievant shall have no further right with respect to said grievance.

Ref: Pickering v. Board of Education, 88 S.Ct. 1731 (1968); Givhan v. Western Line Consolidated School, 99 S.Ct. 693 (1979); Ark. Stat. Ann. SS80-213, 80-509; Act 558 (1991), and ACA 6-17-208.

3.26 SEXUAL HARASSMENT

The Yellville-Summit School District is committed to the principle of nondiscrimination and the prohibition of sexual harassment.

The EEOC has indicated that "sexual harassment" is an unlawful form of discrimination on the basis of sex under Title VII of the Civil Rights Act of 1964. It is moreover, a violation of Yellville-Summit School District policy against discrimination. The EEOC's definition of sexual harassment will be used. This

definition is as follows:

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating and intimidating, hostile, or offensive working environment.

Sexual harassment of or by district employees will not be tolerated. All persons can seek employment or work in security, and dignity, and are not required to endure insulting, degrading, or exploitive treatment. Actions for which employees may be reprimanded, suspended, demoted, or dismissed, shall include but not be limited to the following:

- A. Repeated offensive sexual flirtations, advances, propositions;
- B. Continued or repeated verbal abuse of a sexual nature;
- C. Graphic verbal commentaries about an individual's body;
- D. Sexually degrading words used to describe an individual;
- E. Display in the workplace of sexually suggestive objects or pictures;
- F. Threats demands, or suggestions that employment status is contingent upon the employee's toleration of or acquiescence to sexual advances;
- G. Retaliation against employees for complaining about the behavior described above.

Procedures

1. An employee who believes that he or she is the victim of sexual harassment may request a meeting with his/her immediate supervisor. A meeting will be held within five (5) days and the employee bringing the complaint may bring a representative of their choosing to the meeting.
2. If the complaint is against his/her immediate supervisor, then the complaint should be filed with the Superintendent of the Schools or his/her designee. A meeting will be held within five (5) days of the filing of the complaint.
3. A complaint will be treated as confidential, and documents involved in or resulting from it will be kept in a confidential file. Unless otherwise authorized by the complaining employee, only that employee, and the Superintendent of Schools will have access to this file.
4. Within 30 days of the filing of the complaint, and after the administration has conducted an investigation, the administration will recommend an appropriate course of action, which if the allegation is proven may range from professional counseling for the offender to discharge or other appropriate discipline. The complaining employee will be informed of the action taken.
5. In determining whether alleged conduct constitutes sexual harassment, the district will look at the record as a whole and at the totality of the

circumstances.

6. The complaining employee may file a grievance after this special procedure has taken place if the employee is not satisfied with the action taken. The period for filing such a grievance shall commence upon the date the complainant receives notification of the action taken.

(Legal Reference: ACA 6-15-1005(b)(1))

3.27 SUPERVISION OF STUDENTS

Extra curricular duties are considered a normal part of a teacher's work. The allocation and assignment of such duties in each school is a responsibility of the principal. As the year progresses, additional assignments may be made if the occasion demands.

Athletic events: Work at athletic events will be on a voluntary basis with remuneration provided.

3.28 COMPUTER USE POLICY

Violation of the Yellville-Summit School District's Acceptable Use Policy (AUP) may lead to discipline action and access to computers and the Internet revoked.

Computers and Internet access are provided for educational purposes only. Illegal activities, such as using the school's network for the purposes of theft, fraud, harassment, or threats, may lead to criminal charges being filed against a user.

Computers are configured for educational use. Users are not to download and/or install ANY program, plugin, or applet, such as chat or messaging services, game plugins, etc., or ANY software they may bring from home. Users are also not to change ANY system settings, such as desktop appearance, screensavers, cursors, registry files, etc. Any action a user takes that damages system or network resources may lead to both disciplinary action and liability for costs the district incurs. If a user needs a program or plugin for educational purposes, they can make a request to the Technology Coordinator.

Every user has their own network account, and it is his/her obligation to protect this account by not allowing others to use it and by keeping their password secret. Any attempts to change the nature of an account through software, network client settings, or other "hacking," or any attempt to access files not provided to a user by their account will be a violation of this AUP. Every user account has a quota of network storage space for files, and more space may be allocated as needed. Users are asked NOT to use any of their own removable storage devices, such as floppy disks or CDs, or to store their files locally (on the computer's hard drive). This request is made for both administrative and security reasons.

In compliance with both federal and state law, the district is obligated to have in

place an Internet filtering system. Any attempts to circumvent this filtering by the use of proxy servers, software, or any other means is prohibited. No filtering system is perfect, and users are reminded that they are not use the network to access material that is profane or obscene, that advocates illegal acts, or that advocates violence or discrimination towards other people, even if the filtering software does not block access to such material.

Users should expect only limited privacy in the contents of their personal files on the district's network. User files are sometimes exposed in the course of system maintenance, and may be accessed as needed by the administration.

The district makes no guarantees that the functions of the services provided by or through the network will be error-free or without defect. The district will not be responsible for any damage the user may suffer, including but not limited to, loss of data or interruptions of service. The district is not responsible for the accuracy or quality of the information obtained through or stored on the network. The district will not be responsible for financial obligations arising through the unauthorized use of the network.

(Legal Reference: ACA 6-21-107 and ACA 6-21-111)

3.29 SCHOOL CALENDAR

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

The Yellville-Summit School District shall operate by the calendar as approved by the Board and found in the prologue of this manual. (Legal Reference: ACA 6-17-201)

3.30 PARENT-TEACHER CONFERENCES — ELEMENTARY SCHOOL

All elementary teachers (K-4) are required to communicate with the parents or guardians of each student at least once a semester through a parent-teacher conference, telephone conference, or a home visit. Teachers shall communicate more often with parents/guardians of students performing below grade level.

Parent-teacher conferences are encouraged and may be requested by parents or guardians when they feel they need to discuss their child's progress with his/her teacher.

Conferences shall be scheduled at a time and place to best accommodate those participating in the conference.

(Legal Reference: Standards of Accreditation 12.04.2, 12.04.3)

3.31 PARENT-TEACHER CONFERENCES — SECONDARY SCHOOL

Teachers (5-12) shall attempt to communicate personally with the parents or guardians of each student at least twice during the school year to discuss the student's academic progress. Teachers may communicate more often with parents/guardians of students performing below the level expected for their grade.

Parent-teacher conferences are encouraged and may be requested by parents or guardians when they feel they need to discuss their child's progress with his/her teacher. Conferences shall be scheduled at a time and place to best accommodate those participating in the conference.

(Legal Reference: Standard of Accreditation 12.04.1 and ACA 6-15-1601(b)(3)(C))

3.32 FAMILY MEDICAL LEAVE

A. Guidelines: Family and Medical Leave Act of 1993

B. Eligibility

1. In compliance with the Family and Medical Leave Act (FMLA) of 1993, the Yellville-Summit School District will grant unpaid leave up to a maximum of twelve weeks during any one-year period to an eligible employee for one or more of the following reasons:
 - a. For the care of the employee's child (birth, adoption, foster care)
 - b. For the care of the employee's spouse, child, or parent who has a serious health condition
 - c. For a serious health condition that makes the employee unable to perform his or her job
2. In order to qualify for family/medical leave, an employee must have been employed by the Yellville-Summit School District for at least one year and must have worked 1,250 hours over the previous twelve months.

C. Application for Family Medical Leave

1. The request for family/medical leave must be made in writing to the superintendent thirty days prior to the beginning of the leave. Advance notice is not required in cases of medical emergency or other unforeseeable events.
2. Medical certification from a licensed, practicing health-care provider must be provided with the application for FMLA. The certification must verify the need for the leave and the estimated length of the leave. The medical certification must be provided at the time the request for FMLA is presented to the superintendent. If an employee fails to provide timely medical certification, the leave may be denied until medical certification is

provided. The medical certification must include a statement from a licensed, practicing health-care provider that the employee is unable to perform the required functions of his or her position.

3. An employee who wishes to request unpaid FMLA must provide thirty days advance notice to the superintendent in writing if the need for the leave is "foreseeable". The written request must state the declared reason for the leave and the length of time requested. Medical certification from a licensed practicing health-care provider must also be provided.
4. The Yellville-Summit School District may require a second medical opinion and periodic re-certification at its own expense. If the first and second medical opinions differ, the Yellville-Summit School District, at its own expense, may require the binding opinion of a third licensed, practicing health-care provider approved jointly by the employee and the school district.

D. Length of Leave

1. An eligible employee of the Yellville-Summit School District is entitled to a total of 12 work weeks of leave during a "rolling" twelve-month period measured backward from the date the employee first uses any FMLA leave. However, the employee must first utilize earned and/or accrued sick leave and unused personal days to substitute for all or part of any unpaid FMLA leave.
2. FMLA leave due to the birth or adoption of a child will expire at the end of the 12-month period beginning on the date of the birth of the child or placement of the child. Any leave must be concluded within this one-year period.
3. Spouses employed by the Yellville-Summit School District are limited to a total of 12-weeks combined leave for the birth or adoption of a child or the care of a sick parent.

E. Health Insurance During Leave

1. For the duration of the FMLA leave, the employee's group health insurance will be continued under the same conditions as if the employee had continued working. Since the employee will be on unpaid leave, the employee will be responsible for bringing to the superintendent's office, each month, the employee-paid portion of the employee's health insurance premium. State matching insurance will continue during the period of the leave. Even though the employee is on unpaid FMLA leave, he or she must continue to make his or her contribution to the insurance premium. Payment of the employee-paid portion of the health insurance premium will be due in the superintendent's office at the same time as if on regular payroll deduction.

2. If the employee on FMLA leave has received state matching contribution for health insurance and does not return to work, the amount of the insurance matching provided by the state will be recovered from the employee.

F. Reporting Requirement During Leave

Employees on FMLA leave shall communicate with the central office every two weeks during the leave period to report on the employee's leave status and intention to return to work as well as the expected date of return.

G. Return From Leave

1. As a condition of restoration from FMLA leave, the employee will provide medical certification from a licensed, practicing health-care provider that the employee is able to resume work.
2. If an employee is permanently unable to return from leave, medical certification from a licensed, practicing health-care provider must be provided to verify the inability of the employee to return to work.
3. An employee taking FMLA leave is entitled to be returned to his or her previous position or to "an equivalent position."
4. In the event that an employee is unable to return to work, the superintendent will make a determination at that time as to the documented need for a severance of the employee's contract due to an inability of the employee to fulfill the responsibilities and requirements of the contract.

(Legal Reference: 29 USC 2601 et seq. and 29 CFR 825.100 et seq.)

3.33 ASSIGNMENT OF EXTRA DUTIES

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

(Legal Reference: ACA 6-17-201)

3.35 BENEFITS

The Yellville-Summit 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. Workmen's Compensation (Ref. Act 223 of 1971 and Act 376 of 1977);
3. Contribution to the teacher retirement system;

4. One sick leave day per calendar month worked;
5. Two (2) Personal days which can accumulate to five (5), in addition to the one sick leave day per calendar month worked;
6. A portion of health insurance premiums purchased through the Employee Benefits Division of the State of Arkansas.
7. Per diem rate and mileage reimbursement when an employee is on approved off-campus school business will be at the same rate that is utilized by the State of Arkansas for State employees. The rate of reimbursement will track the State rate and fluctuate accordingly.

(Legal Reference: ACA 6-17-201)

3.36 DISMISSAL AND NON-RENEWAL

A. Separation

The Board of Education may terminate or fail to renew the contract of a teacher during the contract period for just and reasonable cause. Notice of recommendations for non-renewal or termination and procedures for carrying out such recommendations shall be in accordance with state law.

If a teacher quits, refuses to teach, or otherwise breaks or violates the terms of their employment contract and enters into a contract with another school district, the Board may, at its discretion, petition to the State Board of Education to revoke or suspend the certificate of the teacher for the remainder of the period of the broken contract.

B. Non-Renewal

1. Probationary Teacher

A probationary teacher is one who has not completed three (3) years of employment in a school district in the state of Arkansas, with at least one of those years being in the Yellville-Summit School District. Should the superintendent determine that he will recommend non-renewal of a probationary teacher, the superintendent will send by certified or registered mail a statement of his recommendation of non-renewal to the teacher. The letter of recommendation of non-renewal must be mailed to the teacher not later than ten (10) days from the end of the current school term or within the contract period. After the School Board acts upon the recommendation for non-renewal, the superintendent will send by certified or registered mail, the decision of the School Board.

2. Teachers with one (1) or more years of employment in the Yellville-Summit School District:

A teacher who receives a notice of recommended non-renewal 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 non-renewal is received by the teacher. Upon receipt of such request for a hearing, the Board shall grant a hearing in accordance with the following provisions:

- a. The hearing shall take place not less than five (5) nor more than 20 days after the written request therefore has been served on the Board, except that the teacher and the Board may, in writing, agree to a postponement of the hearing to a later date.
- b. The hearing shall be private unless the teacher requests that the hearing be public.
- c. If the hearing is public, the parent or guardian of any student under the age of 18 years who offers testimony may elect to have the student's testimony offered in private.
- d. The teacher and the Board may be represented by legal counsel.
- e. 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 (24) 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 copy thereof to the teacher without cost to the teacher.
- f. Upon conclusion of its hearing with respect to non-renewal of a teacher contract, the Board shall take action on the recommendation by the superintendent with respect to the non-renewal of such contract. The decision by the School Board shall be reached within ten (10) days from the date of the hearing, and a copy thereof shall be furnished in writing to the teacher involved, by personally delivering the same to the teacher or by addressing the same to the teacher's last known address by registered or certified mail.

C. Termination

A teacher may be terminated during the term of any contract period for just and reasonable cause. The superintendent shall notify the teacher of the termination recommendation. Such notice shall include a statement of the grounds for the recommendation of termination 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. The hearing procedures shall be as stated in Section B.2. of this section.

D. Suspension

Whenever the superintendent has reason to believe that cause exists for the termination of a teacher and that the immediate suspension of the teacher is necessary in the best interest of the district, the superintendent may suspend the teacher without notice or a hearing. The superintendent shall notify the teacher as soon thereafter as is practical in writing of the suspension. Such written notice shall include a statement of the grounds for suspension and/or recommended termination, and shall state that a hearing before the Board of Education is available to the teacher upon request, provided such request is made in writing within the time provided in B.2. of this Section. The hearing shall be scheduled by the President of the Board and the teacher and shall be held within the time provided in B.2. of this section after 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.

E. Personnel File

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 file shall contain:

1. Teaching Certificate (current);
2. Approved tuberculosis test;
3. Evidence of previous experience outside of district, if applicable;
4. Evidence of accurate age (copy of certified birth record);
5. Sick leave status outside of district, if applicable;
6. Current transcript(s);
7. Signed W-4 form;
8. Arkansas Teacher Retirement Form with copy of social security card.

The teacher may submit for inclusion in the file written information in response to any of the matter contained therein.

(Ref: Ark. Stat. Ann. 80-1247: Ark. Act 766 of 1979, Privacy Act 652 of 1977 and ACA 6-17-201)

3.37 ASSIGNMENT OF TEACHER AIDES

The assignment of teacher aides shall be made by the principal or his/her designee. Changes in the assignments may be made as necessary due to changes in the student

population, teacher changes, and to best meet the educational needs of the students.

(Legal Reference: ACA 6-17-201)

3.38 RESPONSIBILITIES GOVERNING 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.

District staff are 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 it occurs on school grounds; off school grounds at a school sponsored or approved function, activity, or event; or going to or from school or a school activity. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

Definition:

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

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.

Notes: A school employee who has reported violations under the school district's policy shall be immune from any tort liability which may arise from the failure to remedy the reported incident.

(Legal Reference: ACA 6-18-514)

APPENDIX

I. EMPLOYMENT

- A. All professional staff, except the superintendent, will be employed upon the approval of the Board with the recommendation of the superintendent.
- B. The superintendent will be employed upon the approval of the Board.
- C. The superintendent's contract may not exceed three (3) years duration.
- D. All professional staff contracts will be for one year.
- E. The superintendent will be rehired in January.
- F. The principals will be rehired in February.
- G. The supervisors and faculty will be rehired in March.
- H. The Yellville-Summit Board of Education may transfer any teacher or other personnel upon the recommendation of the superintendent when in the best interest of the School District to do so. Such transfers shall not be arbitrary, capricious, or discriminatory.
- I. The superintendent shall advise the faculty as to vacancies or newly formed positions in the district. Transfer requests by a teacher shall be directed through the principal and superintendent. Transfer request forms are available in the principal's office.
- J. The Board may also grant a requested transfer if the employee so requesting possesses the required qualifications for the desired position and if a vacancy in such position exists. All requests for voluntary transfers shall be carefully considered and reviewed on a nondiscriminatory basis.

II. DAILY SCHEDULE

- 1. All teachers should be at school no later than 7:30 a.m. Teachers are expected to spend such time after school as may be necessary to complete the day's work and make suitable preparation for the next day of school. Teachers are expected to remain on campus until 3:20 p.m. each day.
- 2. Teachers are expected to closely supervise each of their assigned classes during class periods and should not leave their students unsupervised. It is the responsibility of all faculty members to aid in the supervision of students as classes change.
- 3. Teachers should remain in the school building or on the grounds during the school day. If it should become necessary to leave the building/grounds, the teacher should notify the principal or his/her representative.
- 4. High school faculty meetings will be scheduled every Friday morning at 7:30 a.m. Elementary faculty meetings will be scheduled the first Wednesday of each month at 3:30 p.m. Additional faculty meetings will be scheduled as needed.

III. GRADE REPORTING

Teachers are required to maintain grades and attendance in their gradebook and enter them into the computer system as directed.

IV. HEALTH AND SAFETY PROCEDURES

A. Fire Drills

1. Each room must have a Fire Drill Evacuation Route Map posted in a conspicuous place
2. Drills are held monthly by law and may come more often
3. The principal is responsible for filing a complete report of evacuation time, problem areas, and measures to correct problems.
4. Drill and instruction on proper procedure in response to the fire signal is to be given by the teacher. The drill should be such that the response is automatic.
5. The teacher is the last person to leave the room making sure all students are out, and closing the door as he/she leaves.
6. The teacher will take the class register, or roll, out with him/her and will account to the principal for his/her students upon request.

B. Tornado Drills

1. Due to the potential danger of tornado damage to our schools, at various times during the school year each school shall have tornado drills.
2. The principal of each building shall develop a tornado procedure to follow which will provide maximum protection for students. An alarm system must be provided, which will be sufficiently different from the fire drill alarm as to insure the proper response by faculty and students.
3. The school district has a radio receiver which will give advance warning if a tornado should be sighted.
4. Each principal will be supplied emergency information by the superintendent to prepare for any situation involving serious damage to any school during school hours.

C. Earthquake

No warning is usually given for an earthquake. If the building moves, or if things begin to rattle and dance about, take cover away from windows, under a desk or table, or in a doorway. Evacuate the building after the shaking stops. See plans posted in each room for further information.

D. Accidents or Illness at School

1. Accidents to pupils on the school grounds or in the buildings shall be reported to the principal immediately.
2. The teacher shall render any reasonable aid while notifying the principal.
3. All efforts shall be made to contact the parent immediately following any accident.
4. Teachers shall not dispense any type of medication to students unless authorized by the principal. If medication is needed, it shall be dispensed only by the principal authority and must be prescribed by a licensed physician or by written request from the parents stating the exact time and dosage to be given.
5. Any medication or prescribed drug brought or taken on campus should be cleared through the principal's office.

V. **DRUG AND ALCOHOL POLICY**

The Yellville-Summit School District has a responsibility to its employees, students, and the general public to insure safe working conditions for its employees. To satisfy these responsibilities, the Yellville-Summit School District must establish a work environment in which its employees are free from the effects of drugs, alcohol, or other job-impairing substances. Accordingly:

Reporting for work under the influence of intoxicating liquor or illegal drugs, the use or possession by an employee on the District premises or property, or the sale of any such item, is strictly prohibited and will result in immediate disciplinary action, including possible termination after due process.

An employee who is found to be under the influence of or impaired by alcohol, controlled or illegal drugs, or other substance covered by this policy as stated above, is subject to disciplinary action including immediate suspension or possible termination after due process.

The Yellville-Summit School District recognizes its commitment and its responsibility to its employees by seeking to provide, through the Employee Assistance Program, an opportunity for employees to deal with drug and alcohol related problems. Other treatment programs for drug and alcohol problems may be available through the Health and Welfare providers selected by individual employees. The discontinuation of any involvement with alcohol or drugs is an essential requisite for participation in any treatment program. As a result of disciplinary action arising from a drug or alcohol problem, an employee may be required to participate in a drug or alcohol treatment program. An employee who is so required will first be evaluated for drug and alcohol use by an accredited professional. The cost of such an evaluation shall be paid by the employee. An employee may be required to participate in follow-up care as part of a comprehensive alcohol and drug treatment program, and may be required to meet

various performance standards which are imposed as a condition of continuing employment.

The Yellville-Summit School District reserves the right to determine whether reasonable suspicion exists, the level of discipline to be applied and whether an employee should be given the opportunity to participate in a drug or alcohol treatment program. The above-mentioned determinations shall not be arbitrary or capricious.

VI. FIELD TRIP AND OVERNIGHT TRIP PROCEDURES

A. Field Trips

1. All field trips must be cleared through the principal. Athletic, music, club and similar trips are considered to be field trips.
2. A school vehicle will need to be scheduled for each activity trip. Any exception must be approved by the principal.
3. Request(s) for a school vehicle(s) MUST be made at least ten (10) working days in advance of the field trip.
4. The sponsor or teacher must ride on the bus or provide a sponsor employed by the school to substitute.
5. The sponsor or teacher is responsible for student behavior.
6. The group requesting the trip is responsible for all equipment on the bus.
7. The sponsor or teacher is responsible for seeing that all safety rules are followed by the group.
8. Before departure, the following items must be turned in to the principal's office:
 - a. list of participants, driver, and adult chaperones with home and/or emergency telephone numbers.
 - b. an approved *Transportation Request* (obtainable in principal's office)
 - c. itinerary.

B. Overnight Trips

1. No club, class or sports group will be allowed to take a trip that would necessitate staying overnight unless approval has been granted by the principal and superintendent.
2. In order for approval to be granted, a letter must be submitted to the principal and the superintendent explaining the purpose of the meeting and the reason for staying overnight. The number of people making the trip should be indicated.

VII. TEACHER ACCOUNTABILITY--SUBSTITUTE TEACHERS

The following guidelines will be followed with regard to having a substitute teacher in the classroom:

1. **The teacher will provide adequate educational lesson plans for the substitute.**
2. The teacher will provide the substitute with any necessary information about students and the class(es) in a SUBSTITUTE BINDER to be kept on the teacher's desk. Emergency lesson plans will also be included in the event the teacher is unable to get current assignments to the office.
3. Communication between teacher and substitute is important concerning routines, schedules, books, and materials to be used, and students in the class that may assist the substitute. The regular teacher should be kept posted on progress being made, if it is possible to do so.
4. The regular teacher will make sure that attendance has been checked and properly recorded during his/her absence.

VIII. PROFESSIONAL ORGANIZATIONS

Professional staff is encouraged to belong to professional organizations.

IX. TEACHER PROBLEMS/CONCERNS

Teachers shall have the right to present problems or concerns, and in so doing shall be assured freedom from restraint, interference, discrimination and/or reprisal.

The teacher will first present the problem/concern to the building principal. It should be anticipated that the principal would respond to the presentation in a manner that will result in a satisfactory solution to the problem/concern.

The teacher may present the problem/concern to the superintendent, but this should occur only after it has become evident that the principal and teacher cannot arrive at a satisfactory solution. This action should be taken after the principal has been notified of the teacher's intentions.

If a satisfactory solution cannot be arranged by the superintendent and teacher, the teacher may approach the Board.

Officials at all levels shall receive and act promptly and fairly upon teacher problems/concerns.

If these steps do not work see section 3.25 for grievance procedures.

X. USE OF FACILITIES, EQUIPMENT, MATERIALS

A. Scheduling Use of School Facilities, Material and Equipment Outside the Normal School Program

1. Permission to use school facilities, materials and equipment must be

scheduled through the principal. The use of school facilities must be scheduled on the school calendar.

2. A *Facilities Use Request* must be completed at least five (5) working days before the date of the proposed event.

B. Media Center

1. The media center houses, keeps organized, and loans educational materials of various forms--books, pamphlets, periodicals, filmstrips, records and other audio-visual media, as well as the equipment for their use.
2. Requests for additional materials in any of the above media may be discussed with the media specialist.
3. Teachers are asked to reserve the media center at least three (3) days in advance of its planned use.
4. The teachers and the media specialist will work together for other uses of the media center.
5. If a teacher desires to hold a class in the media center, the teacher must be in attendance.
6. If a teacher wishes to send only a few students to the media center, that number should be limited and the teacher should make sure that seating space is available before sending them.
7. All teachers are encouraged to use media center materials.
8. A professional collection will be developed for faculty use, and staff members are encouraged to contribute any worthy materials.

C. Audio - Visual Materials

1. Audio-visual materials can be an effective tool in the learning situation. Teachers are encouraged to bring a variety of materials into the instructional program.
2. All audio-visual materials are housed in the media center. The media center staff will dispense, order, and keep record of all audio-visual materials.

D. Care of Rooms, Desks, and Equipment

1. Teachers have a responsibility to see that their rooms are cared for properly. Desks should be kept clean, paper picked up off the floor, and equipment cared for.
2. Teachers are not to keep money collected for items in their rooms overnight. Money should be turned in to the secretary and placed in the vault.

E. Textbooks and Supplementary Aids

1. Textbooks come up for adoption every six years. At this time a decision will be made to continue to use present texts or to adopt new ones. Teachers will be informed in advance of their adoption years. All textbooks ordered must be on the State Adoption List issued by the State

Department of Education. Textbook money is made available based on a specific number of dollars per student. Textbooks will be purchased first and then other supplements will be selected based on funds available.

2. An inventory of textbooks is kept by the classroom teacher. New books will be ordered each year based on class growth, or to replace those lost or destroyed. It is important that an accurate account is made and kept of textbooks and other instructional aids by each teacher. Textbooks will be checked out to the student by the teacher of the class. It will be the responsibility of the teacher to keep an accurate list of students who have failed to return a textbook. Textbooks are stored in the classroom of the teacher and a list of students who have failed to return their books is turned into the office at the end of the year.

F. Work Requisitions

Teachers should access the Schooldude website and submit the work request for any repair or maintenance work needed in their classrooms. All work requests will be routed through the appropriate building principal.

G. Purchasing Procedures

The following procedures must be adhered to when purchasing supplies, services, or other items for the District:

1. Complete a purchase order in its entirety, in triplicate, and submit to your building principal for approval. If the building principal approves the purchase/expenditure, he/she will sign the purchase order and submit to Central Office for Superintendent approval. It is imperative that the purchase order provide a detailed listing of the items requested, the projected cost of the expenditure, and the fund to be charged.

Upon the Superintendent's approval of the purchase order, two copies will be retained by Central Office and the original copy will be returned to you. At this time, you may order the items requisitioned on the purchase order.

2. When the requested items are received, check the items carefully to insure that the order was fulfilled correctly. If a packing slip was included in the shipment, check the items shown on the packing slip against the contents of the shipment for accuracy. Once you have determined that the packing slip agrees with the items received and the order has been fulfilled, sign and date the packing slip and submit to Central Office.

If no packing slip is included with your order, you may use a copy of your purchase order as a packing slip, using the procedures shown above.

3. When the company invoices the District for the shipment, Central Office will compare the amount invoiced to the amount requested on the purchase order, along with the fulfillment of the order as evidenced by your signed packing slip and submit payment to the vendor.

H. Returned Merchandise

If it is necessary to return merchandise to a vendor, contact Central Office immediately with the purchase order number with which the merchandise was originally purchased, a listing of the items being returned, and the terms of credit for the returned items.

I. Local Charge Accounts

The District maintains charge accounts at various local businesses to help expedite purchases as needed. The procedures for using these accounts are as follows:

1. Just as with any other purchase, a purchase order must be completed and approved before a charge card may be checked out, or a charge incurred.
2. An itemized receipt must be obtained from the vendor, signed by the employee, and returned to Central Office as soon as possible after the purchase is completed.
3. **IMPORTANT: Students are not allowed to sign receipts or transact business on behalf of the District. Failure to adhere to this rule will result in the expenditure being personally borne by the responsible employee.**
4. Charge cards are to be checked back in to Central Office within 48 hours of being checked out.

J. Money

Activity money collected is to be turned in for deposit promptly and **is not to be left on campus overnight**. The deadline for submission to Central Office is 1:00 p.m.

Activity money is to be counted, properly rolled and clipped, and submitted with a completed tally form, showing the itemization of the deposit, the group name, and account number. All checks are to be endorsed by the sponsor with the group name and account number as well.

K. School/Business Trips and Lodging

1. Complete a *Request For Leave* form in its entirety, including the hotel information in the event that overnight lodging will be needed;
2. Upon approval of the *Request For Leave*, a hotel reservation will be booked for you by Central Office, and confirmation information will be returned to you upon completion.
3. Reimbursements for meals will only be made for trips in which the destination is a distance of 50 miles or more from Yellville-Summit.