

**CERTIFIED  
PERSONNEL POLICIES  
HANDBOOK**

Revised: July 2008

## PERSONNEL POLICY INDEX

<b>GA</b>	<b>PERSONNEL POLICIES GOALS .....</b>	<b>1</b>
<b>GAB</b>	<b>PERSONNEL POLICIES COMMITTEE AND PERSONNEL POLICIES .....</b>	<b>2</b>
<b>GBA</b>	<b>EQUAL OPPORTUNITY EMPLOYMENT .....</b>	<b>4</b>
<b>GBAA</b>	<b>SEXUAL DISCRIMINATION AND HARASSMENT .....</b>	<b>5</b>
<b>GBAE</b>	<b>CIVIL RIGHTS - NONDISCRIMINATION .....</b>	<b>7</b>
	<b>(GRIEVANCE PROCEDURES).....</b>	<b>7</b>
<b>GBB</b>	<b>STAFF INVOLVEMENT IN DECISION MAKING .....</b>	<b>8</b>
<b>GBC</b>	<b>STAFF ETHICS .....</b>	<b>9</b>
<b>GBCA</b>	<b>STAFF CONFLICT OF INTEREST .....</b>	<b>10</b>
<b>GBCB</b>	<b>EMPLOYEE DRUG AND ALCOHOL POLICY.....</b>	<b>11</b>
<b>GBEBA</b>	<b>TEACHER DRESS ASSIGNMENT .....</b>	<b>12</b>
<b>GBH</b>	<b>STAFF-STUDENT RELATIONS .....</b>	<b>13</b>
	<b>(GIFTS) .....</b>	<b>13</b>
<b>GBL</b>	<b>PERSONNEL RECORDS .....</b>	<b>14</b>
<b>GBM</b>	<b>COMPLAINTS AND GRIEVANCES .....</b>	<b>15</b>
	<b>SECTION 1 - DEFINITIONS.....</b>	<b>15</b>
	<b>SECTION 3 – PROCESSING A GRIEVANCE.....</b>	<b>15</b>
	<b>SECTION 4 – GENERAL.....</b>	<b>17</b>
	<b>(A) NAME OF THE AGGRIEVED PERSON.....</b>	<b>17</b>
	<b>(B) REFERENCE TO THE SPECIFIC PORTION OF RULES, STATUTES, REGULATIONS, OR POLICY WHICH IS AT ISSUE IN THE GRIEVANCE.....</b>	<b>17</b>
	<b>(C) THE NATURE OF THE GRIEVANCE, WHEN IT TOOK PLACE, AND WHAT INFORMAL ACTIONS WERE ATTEMPTED TO RESOLVE IT.....</b>	<b>17</b>
<b>GBM</b>	<b>TEACHER FAIR DISMISSAL ACT .....</b>	<b>19</b>
	<b>(ACT 1739 OF 2001 SEE PAGE ).....</b>	<b>19</b>
	<b>A. THE GENERAL ASSEMBLY FINDS: .....</b>	<b>23</b>
	<b>B. THIS SUB-CHAPTER IS NOT A TEACHER TENURE LAW IN THAT IT DOES NOT CONFER LIFETIME APPOINTMENT OF TEACHERS. ....</b>	<b>23</b>
	<b>C. A NON-RENEWAL, TERMINATION, SUSPENSION, OR OTHER DISCIPLINARY ACTION BY A SCHOOL DISTRICT SHALL BE VOID UNLESS THE SCHOOL DISTRICT SUBSTANTIALLY COMPLIES WITH ALL PROVISIONS OF THIS SUB-CHAPTER AND THE SCHOOL DISTRICT’S APPLICABLE PERSONNEL POLICIES.....</b>	<b>23</b>
<b>GCA</b>	<b>PROFESSIONAL STAFF POSITIONS .....</b>	<b>25</b>
<b>GCB</b>	<b>PROFESSIONAL STAFF CONTRACTS .....</b>	<b>26</b>

<b><u>GCBA</u> PROFESSIONAL STAFF SALARY SCHEDULES .....</b>	<b>27</b>
<b><u>GCBAB</u> PAYROLL DEDUCTION POLICY.....</b>	<b>30</b>
<b><u>GCBDA</u> SICK LEAVE .....</b>	<b>31</b>
<b><u>GCBDA</u> SICK LEAVE BANK.....</b>	<b>33</b>
<b><u>GCBDA</u> FAMILY AND MEDICAL LEAVE ACT.....</b>	<b>35</b>
<b><u>GCBDA</u> PERSONAL INJURY LEAVE .....</b>	<b>36</b>
<b><u>GCBDB</u> PARENTAL LEAVE .....</b>	<b>37</b>
<b><u>GCBDC</u> PERSONAL LEAVE .....</b>	<b>38</b>
<b><u>GCBDD</u> SABBATICALS .....</b>	<b>39</b>
<b><u>GCBDE</u> MILITARY LEAVE .....</b>	<b>40</b>
<b><u>GCBDE</u> PROFESSIONAL LEAVE .....</b>	<b>41</b>
<b><u>GCBDE</u> OTHER LEAVE .....</b>	<b>42</b>
<b><u>GCBDE</u> BEREAVEMENT LEAVE .....</b>	<b>43</b>
<b><u>GCBDE</u> PROFESSIONAL STAFF VACATIONS AND HOLIDAYS .....</b>	<b>44</b>
<b><u>GCBG</u> JURY DUTY OR COURT APPEARANCE LEAVE .....</b>	<b>45</b>
<b><u>GCC</u> PROFESSIONAL STAFF RECRUITING.....</b>	<b>46</b>
GCC ADMINISTRATIVE .....	46
GCCA CERTIFIED EMPLOYEES .....	47
<b><u>GCD</u> PROFESSIONAL STAFF HIRING.....</b>	<b>48</b>
<b><u>GCGD</u> HIRING OF ADMINISTRATIVE PERSONNEL .....</b>	<b>49</b>
<b><u>GCI</u> QUALIFICATIONS AND DUTIES OF SUPERINTENDENT.....</b>	<b>50</b>
<b><u>GCLA</u> PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES.....</b>	<b>51</b>
<b><u>GCPB</u> EMPLOYEE HEALTH &amp; DISABILITY INSURANCE BENEFITS.....</b>	<b>52</b>
A. \$172.50 PER MONTH PER PARTICIPATING EMPLOYEE FOR THE 2003-04 CONTRACT YEAR,.....	52
B. \$131.00 PER MONTH PER PARTICIPATING EMPLOYEE FOR THE 2004-05 CONTRACT YEAR. ....	52
<b><u>GCPD</u> REDUCTION-IN-FORCE POLICY .....</b>	<b>53</b>
<b><u>GCQ</u> MISCELLANEOUS PROFESSIONAL STAFF POLICIES .....</b>	<b>55</b>
<b><u>GCQ</u> MISCELLANEOUS PROFESSIONAL STAFF POLICIES .....</b>	<b>56</b>
<b><u>GQB</u> PROFESSIONAL RESEARCH AND PUBLISHING .....</b>	<b>57</b>

**GD TEACHER CERTIFICATION AND REASSIGNMENT POLICY .....58**

**GDA TEACHER LOAN FROM DISTRICT POLICY .....59**

    PROMISSORY NOTE ..... 60

**GIKH LONG-TERM SUBSTITUTE PAY POLICY.....61**

**GJQF REPORTING CHILD ABUSE .....63**

APPENDIX TO TEACHERS CONTRACT  
AND PERSONNEL POLICIES

This document was approved by the Heber Springs Board of Education at its regular meeting on May 16, 1988, to become effective July 1, 1988, and to remain in effect until changed by board action.

This document is between the parties of the First part hereafter referred to as the "Board" and the Party of the Second Part hereafter referred to as the "Teacher".

"Board" is the Heber Springs Board of Education and "Teacher" includes all full-time certified personnel unless otherwise noted.

APPENDIX TO TEACHERS CONTRACT  
AND PERSONNEL POLICIES  
HEBER SPRINGS SCHOOL DISTRICT NO. 1

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### **PERSONNEL POLICIES GOALS**

The board recognizes that a dynamic and efficient staff dedicated to education is necessary to maintain a constantly improving educational program. The board is interested in its personnel as individuals, and it recognizes its responsibility for promoting the general welfare of the staff.

The board is committed to providing a coordinated staff of specially trained personnel so that each discipline or area of responsibility is properly designed with a procedure for assessment. So that each may have proper emphasis in the total curriculum and school system organization.

Duties of these personnel shall be outlined by the superintendent and approved by the board.

Additionally, the board's specific personnel service goals, subject to the limitations in the current program budget are:

- to conduct an employee appraisal program that will contribute to the continuous improvements of staff performance
- to develop and manage a staff compensation program sufficient to attract and retain qualified employees;
- to provide in-service, training programs for all employees as deemed necessary for improving their rates of performance, retention and promotion;
- to recruit, select, and employ the most qualified personnel available to staff the school system;
- to develop the quality of human relationships necessary to obtain maximum possible staff performance and satisfaction;
- to deploy the available personnel and insure that they are utilized as effectively as possible within budgetary constraints.

## **PERSONNEL POLICIES COMMITTEE AND PERSONNEL POLICIES**

### **A. Establishment of Committee.**

The Personnel Policies Committee shall be composed according to the provisions as set forth in Arkansas Code of 1987 Annotated, Title 6, sub chapter 2, and shall consist of:

1. Six teachers (two from each building), and two administrators.
2. The teacher members shall be elected by a majority vote of the teachers in each building. Voting will be by secret ballot, or in the case of only one nominee, by acclamation.
3. Committee members will serve staggered two-year terms. If a committee member leaves the district or is unable to fulfill his/her term for any reason, then another teacher from that building shall be elected to serve the remainder of that member's term.

### **B. Organization and Duties of Committee.**

1. The committee shall organize itself in the first quarter of each school year, elect a chairman and secretary, and develop a calendar of meetings throughout the year to review the district's personnel policies to determine if additional policies or amendments to existing policies are needed and to review any proposed distribution of salary funds.

2. Minutes of the committee meetings shall be promptly reported (within 5 school days) and distributed to members of the board of education, each committee member, and posted in each building and the central office. The first paragraph will detail the following:

Date and Time  
Meeting Place  
Members Present  
Other Interested Personnel

The secretary shall record each record of minutes with the following:

Motions made and by whom  
Second and by whom  
Voting results  
List topics discussed-no details just topics  
Chairman and secretary will sign minutes

3. Proposed policies or amendments will be presented to the teachers for a vote. If a majority of teachers vote to accept the policies or amendments, these will be presented to the board for a first and second reading.
4. The chair of the committee, or a committee member designated by the chair, will have the opportunity to orally present the committee's proposed policies or amendments to the board.
5. The board shall have the authority to adopt, reject, or refer back to the committee for further study and revision any proposed policies or amendments that are submitted to the board for consideration. (If the intent of the policy remains the same then a teacher re-vote is not necessary.)



6. The superintendent may recommend any changes in personnel policies to the board or the committee. Such recommendations shall become proposals if adopted by either the board or the committee.

7. The board may propose new policies or amendments to existing policies if the proposals have been submitted in writing to the committee at least ten (10) working days prior to presentation to the board.

8. Each teacher or administrator shall be furnished a copy of any amendments to the personnel policies within thirty (30) days after approval of the amendments by the board.

9. Any amendments adopted shall become effective the following July 1. However, these amendments may take place immediately with mutual consent of the board and teachers.

Ref: Arkansas Code of 1987 Annotated, 6-17-201

Adopted 8/22/94  
Revised 11/01

### **EQUAL OPPORTUNITY EMPLOYMENT**

No person shall be denied employment, re-employment, or advancement nor shall be evaluated on the basis of sex, marital status, race, color, creed or national origin. Age shall be considered only in accordance to minimums set by law and retirement as specified by the state or policies of this board.

The Heber Springs School District is in compliance with the regulations as outlined in Title VI of 1964, Title IX of 1972, Section 504 of the Rehabilitation Act of 1972, and Civil Rights Restoration Act of 1987 and does not discriminate in these programs on the basis of sex, race, religion, national origin, or qualified disability.

5/19/03

## **SEXUAL DISCRIMINATION AND HARASSMENT**

The Board of Education is opposed to unlawful discrimination against any applicant or employee by virtue of that person's race, color, ancestry, national origin, gender, age, religion, handicap, political affiliation, or status as a veteran and will not condone such misconduct by an employee or volunteer considered to be an agent of the Heber Springs Schools. All district employees are public servants and should enjoy a non-hostile, non-intimidating, and non-offensive work environment free from racial or sexual harassment or other forms of unlawful discrimination.

The purpose of this policy is to establish a method by which complaints regarding alleged or suspected unlawful employment discrimination can be made and handled.

A. Sexual Harassment - It is the district's policy to prohibit employees from making sexually derogatory remarks or gestures or verbal or physical advances to coworkers or applicants or to otherwise discriminate with regard to employment because of an employee's sex. Such misconduct violates Title VII of the federal 1964 Civil Rights Act. Unwelcome sexual advances or physical conduct of a sexual nature will constitute sexual harassment under any of the following conditions:

- Submission to such conduct is made either explicitly or implicitly a term or a condition of a person's employment.
- Submission to or rejection of such conduct by a person is used as a basis for employment decisions affecting such person; or
- Such conduct has the purpose or effect of substantially interfering with a person's work performance or creating an intimidating, hostile, or offensive working environment.

Any employee who uses his/her employment position to obtain sexual favors or who implies that submission to or rejection of sexual advances will be used as a basis for an employment decision or who otherwise engages in employment disciplinary measures, including dismissal. Employees or applicants who believe they have been subjected to sexual harassment or any other unlawful employment discrimination because of their sex should immediately report the basis of such belief to the Districts EEO/AA Officer. The complaint should be in writing, stating completely the basis for the complaint, the names of the persons involved, and the dates of any specific incidents.

Should the EEO/AA be the complainant or the source of the complaint, or should there be a conflict of interest, the complaints should be made directly to the Superintendent of Schools. All complaints will be investigated immediately. Upon completion of the investigation, the superintendent will take any corrective action necessary.

B. Other Complaints - Complaints of unlawful employment discrimination by virtue of race, color, ancestry, national origin, age, religion, handicap, political affiliation, or status as a veteran should also be immediately reported to the district's EEO/AA Officer. The complaint should be in writing, stating completely the basis for the complaint, the names of the persons involved, and the dates of any specific incidents. Should the EEO/AA Officer be the complainant or the source of the complaint, or should there be a conflict of interest, the complaint should be made directly to the Superintendent of Schools. All complaints will be investigated immediately. Upon

completion of the investigation, the superintendent will take any corrective action necessary.

C. Grievance Procedure - Employees may also utilize established grievance procedures to address concerns about employment discrimination. Certified employees should follow the grievance procedure outlined in the Professional Agreement. Classified employees should follow the grievance procedure outlined in the Employee's Handbook. Administrators and applicants should write directly to the EEA/AA Officer.

D. Civil Actions and Administrative Complaints - Any school district employee served with formal legal process and a complaint from a federal or state court or civil rights enforcement agency, will immediately advise the School District Attorney. The filing of litigation or a complaint with an administrative enforcement agency will suspend any further processing by the district of an internal complaint made regarding the same subject matter. Upon receipt of any final order by a court or administrative enforcement agency, any internal complaint pending with the district regarding the same subject matter will be dismissed.

**CIVIL RIGHTS - NONDISCRIMINATION  
(GRIEVANCE PROCEDURES)**

Heber Springs School District No. 1, in compliance with Title VI, Section 601, Civil Rights Act of 1964; Title IX, Section 901, Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, concerning admission and treatment of students and employment of personnel, has adopted the following grievance procedures:

- Step 1. Appeal to Your Principal - If you feel that you have been discriminated against because of race, sex, or handicap, you may appeal to the principal of the school in which you are an employee. (This applies to school related activities, courses of instruction; materials used, and accepted policy and procedures.)
- Step 2 Appeal to the Civil Rights Compliance Coordinator - If after having appealed to the principal of your school you feel that you are being discriminated against because of race, sex, or handicap, you may appeal to the Civil Rights Compliance Coordinator.
- Step 3 Office of Civil Rights - Failure to follow the above outlined steps does not preclude the right to contact the Office of Civil Rights, Department of Education, 400 Maryland Ave. S.W., Room 5000, Washington, DC 20202.

5/19/03

### **STAFF INVOLVEMENT IN DECISION MAKING**

It shall be the policy of the board to encourage employee participation in decision making for the district. The superintendent is authorized to establish such committees as necessary to recommend policies and rules for the proper functioning of the district.

All professional personnel should be encouraged to assist in the formulation of recommended educational policy for the district through their building representatives. Recommendations which relate to the overall school program shall be submitted to the superintendent for board action.

In the development of rules, regulations, and arrangements for the operation of the school system, the superintendent should include at the planning stage whenever feasible those employees who will be affected by such provisions.

The superintendent should evolve with professional and nonprofessional employees channels for the ready intercommunications of ideas and feelings regarding the operation of the schools. He should weigh with care the counsel given by employees, especially that given by groups designated to represent large segments of the staff, and should inform the board of all such counsel in presenting reports of administrative action and in presenting recommendations for board action.

Budget planning should involve the central administrative staff; all principals, all department chairmen and it may include any employee called upon to assist.

Arrangements should be made by the superintendent, working through principals, for the school staff to contribute in the planning of new school buildings. All teachers should be given opportunity to submit suggestions for possible inclusion in the educational specifications.

GBC

## **STAFF ETHICS**

(SOLICITATIONS)

No teacher shall use his/her position in the Heber Springs School District to influence parents or pupils of the district to purchase books or other merchandise, except for materials approved by the superintendent for use in the classroom.

**STAFF CONFLICT OF INTEREST**  
(NON-SCHOOL EMPLOYMENT)

Employees shall not at any time engage in any employment that would affect their usefulness as employees in the system, would make time and/or energy demands upon the individuals which could interfere with their effectiveness in performing their regular assigned duties, would compromise or embarrass the school system, would adversely affect their employment status or professional standing or would in any way conflict with assigned duties.

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

The personal life of a school employee shall be the concern of, and warrant the attention of, the board only as it may directly prevent the employee from properly performing his/her assigned functions during duty hours or violate local, state, national, or common law, or be prejudicial to the employees' effectiveness.



## **EMPLOYEE DRUG AND ALCOHOL POLICY**

In an effort to create a healthy environment for students and staff members, and in compliance with the provisions of Public Law 101-226 or current revisions, the Heber Springs Board of Education prohibits the possession, use, or distribution of illegal drugs and/or alcohol by its employees on school district property or as part of any school activity.

The illegal manufacture, distribution, dispensation, possession or use of narcotics, drugs, alcohol, or controlled substances during working hours, school activities or on school district property constitutes conduct unbecoming an employee and is prohibited. An employee shall not report to work or work after having used any prohibited drug. Compliance with this regulation is a condition of employment and any employee in violation will be subject to disciplinary action, up to and including discharge.

Compliance with the standards of conduct stated in this policy is mandatory of all employees. Violations of any part of this policy may result in disciplinary action, including suspension and termination, in accordance with the Teacher Fair Dismissal Act and/or other applicable laws. If the situation warrants, the superintendent shall communicate all available information promptly to the proper law enforcement agency(ies) and offer full cooperation of the Heber Springs School District in an investigation.

Employees are encouraged to seek treatment and/or counseling for drug problems. Information about drugs/alcohol counseling rehabilitation and/or re-entry programs will be provided upon request. However, the Heber Springs School District will not assume any expenses incurred in counseling or attendance in a drug/alcohol program.

A request for assistance by an employee after violating this regulation will not affect the imposition of disciplinary action.

**Tobacco Policy:** The smoking or use of tobacco in any form is prohibited within any enclosed area, building, facility, or on the campus of any school in the Heber Springs School District.

5/19/03

GBEBA

**Teacher Dress Assignment**

All employees should dress neatly and in good taste for all work assignments.

5/19/03

**STAFF-STUDENT RELATIONS**

The teacher shall:

- A. Make the welfare of the pupil his/her first concern.
- B. Withhold confidential information about a pupil and/or his/her home unless its release is allowable by law, and such release is necessary.
- C. Refrain from swearing or cursing in the presence of pupils.
- D. Be impartial and just in all dealing with pupils.
- E. Employ friendliness, patience, sympathy, courtesy, firmness, and sincerity in dealing with pupils.
- F. Avoid religious and political indoctrination of pupils.
- G. Refrain from commenting about the personal life of a student or his/her home except as a witness in disciplinary action.
- H. Encourage the pupil to study varying point of view and respect his/her right to form his/her own judgment.
- I. Provide time for pupil and parent consultation in an appropriate place and manner.
- J. Keep accurate and adequate account of grades and examination papers for the purpose of answering questions by the pupil or his/her parents about tests or marks received.
- K. Refrain from giving a failing mark on scholarship because of behavioral problems.
- L. Seek constantly to improve the educational facilities and the opportunity for students to learn.

**(GIFTS)**

Pupils, parents, and other patrons of the district shall be discouraged from the routine presentation of gifts to district employees.

When a pupil feels a spontaneous desire to present a gift to a staff member, the gift shall not be elaborate or unduly expensive.

The board shall consider as always welcome, and in most cases more appropriate than gifts, the writing of letters to staff members expressing gratitude or appreciation.

This shall not be interpreted as intended to discourage acts of generosity in unusual situations, and simple remembrances expressive of affection or gratitude shall not be regarded as violations of this rule.

**PERSONNEL RECORDS**

A. All applicants recommended to the board for employment shall provide the superintendent of schools with a completed application, including personal vita and transcripts.

B. Within thirty days after being notified of first time employment or re-employment and before any payment for service, a teacher must furnish the superintendent with:

1. A current health certificate showing freedom from tuberculosis. Only employees having had a positive TB skin test shall have an annual x-ray.
2. Social Security Number.
3. Teaching Certificate
4. One permanent transcript of college work
5. Current W-4 and AR-4EC forms.

C. Teachers employed in the system for the first time will be given experience increments subject to limitations set forth in the teachers salary schedules.

D. 6-17-1206. Credit for leave accumulated in another district.

1. Whenever a school teacher employed by a school district in this state shall leave the school district and accept employment in another school district in this state, the teacher shall be granted credit by the new school district for any unused sick leave accumulated by the teacher in the former school district, but not to exceed a maximum of ninety (90) days.
2. The accumulated and unused sick leave credit shall be granted to the teacher upon furnishing proof in writing from the school district of former employment of the teacher.

E. The superintendent has the option of recommending to the board the acceptance of out-of-state accumulated sick leave of new employees.

Employees will have the right, upon sign in, to review the contents of their personnel file. If the employee wishes to be accompanied by another person during such a review, that request must be entered on the request-to-view form.

Material derogatory to an employee's conduct, service, character, or personality will be placed in his personnel file only if the employee has had an opportunity to review the material. The employee will acknowledge that he has had the opportunity to review such material by affixing his initials to the copy to be filed, with the contents. The employee shall be permitted to attach his comments related to the derogatory material.

## **COMPLAINTS AND GRIEVANCES**

It is the policy of the Heber Springs School District to discover and practice reasonable and effective means of resolving difficulties which may arise among employees; to reduce potential areas of grievances, and to establish and maintain recognized channels of communication between staff and administration. With the ultimate goal of serving the educational welfare of children, the grievance procedure attached provides for the prompt and equitable adjustment of differences. It is essential that full cooperation be given by all employees to achieve these goals.

Each employee shall be assured the opportunity for an orderly presentation and review of concerns and grievances.

No employee shall suffer reprisals or reduction in status as a result of having presented a grievance or having accompanied another employee in a grievance hearing.

### **Section 1 - Definitions**

Grievance - shall mean a claim by an employee of a violation, a misapplication, or a misinterpretation of the statute, board policies, rules, regulations under which such employee works, specifying that which is claimed to be violated and the specifics of such violation. The term "grievance" shall not apply to any matter for which (1) the method of review is prescribed by law, or (2) the Board of Education is without authority to act.

Employee - shall mean any certified person by the Board of Education to perform services, either full or part-time.

Days - shall mean working days exclusive of Saturday, Sunday, or official holidays.

Immediate Supervisor - is that employee possessing that degree of administrative authority next in rank above any grievance.

### **Section 2 - Informal Procedures**

If an employee feels that he/she has a grievance, he/she should first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally.

### **Section 3 - Processing a Grievance**

#### **Level 1 - Immediate Supervisor**

##### **Filing a Grievance**

If an employee is not satisfied with the disposition of his/her grievance at the informal level, or if no decision has been rendered within ten (10) school days after the informal discussion of the grievance, he/she may file the grievance in writing with his/her immediate supervisor.

##### **Meeting with Supervisor**

Within ten (10) school days after receipt of the written grievance by the supervisor, said

supervisor shall again meet with the aggrieved person, in an effort to resolve the grievance. The aggrieved person may be accompanied by a fellow employee.

#### Decision of the Supervisor

Within ten (10) school days after the meeting with the aggrieved person, the supervisor shall make his decision and communicate the same, with rationale, in writing to the aggrieved person.

The Superintendent may review the decision made by the supervisor.

### **Level 2 - Superintendent's Level**

#### Filing of Grievance with Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1 or if no decision has been rendered within ten (10) school days after written presentation of the grievance, he may file the grievance with the Superintendent within five (5) school days. No additional information may be filed at this level.

#### Meeting with the Superintendent

Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person, in an effort to resolve the grievance. A fellow employee may accompany the aggrieved person.

#### Decision of the Superintendent

Within ten (10) school days after meeting with the aggrieved person, the Superintendent shall make his decision and communicate the same, with rationale, in writing to the aggrieved person.

Review of the Level 2 decision may be made by the Board of Education.

### **Level 3 - Meeting with Board of Education**

#### Filing of Grievance with Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level 2 or if no decision has been rendered within ten (10) school days after written presentation of the grievance, he may file the grievance with the Board of Education with five (5) school days after the decision at Level 2.

#### Meeting with the Board of Education

Within twenty (20) school days after receipt of the written grievance by the Board of Education, the Board shall set a date, not to exceed an additional twenty (20) school days thereafter to meet with the aggrieved person in an effort to resolve the grievance. A fellow employee may accompany the aggrieved person.

#### Decision of the Board of Education

Within ten (10) school days after the meeting with the aggrieved person, the Board of Education shall make its decision and communicate the same, with

rationale, in writing to the aggrieved person. The determination of the Board of education shall be final.

#### **Section 4 - General**

No reprisal of any kind shall be taken against the aggrieved person by reason of such participation.

If an employee does not file a grievance in writing within twenty (20) school days after the employee knew or should have known the act or condition on which the grievance is based, then the grievance shall be waived.

The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

All decisions rendered will be in writing, dated, setting for the decision and reason for the decision and transmitted promptly to the aggrieved person and to the other appeal levels.

All grievances shall be presented in writing and contain the following elements:

P. Name of the aggrieved person.

Q. Reference to the specific portion of rules, statutes, regulations, or policy which is at issue in the grievance.

R. The nature of the grievance, when it took place, and what informal actions were attempted to resolve it.

Nothing contained herein shall deprive any employee of his legal rights.

Nothing contained herein shall limit or preempt the prerogatives of the Board of Education to take action in accord with other school board policies or statutes.

This grievance procedure cannot be used to process objections to actions or decisions of the administration or Board of Education where other channels are available under school board policy or statute.

If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year, could result in irreparable harm to a grievant, the time limit set forth herein will be reduced to the extent possible so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable.

5/19/03

**TEACHER FAIR DISMISSAL ACT**  
**(ACT 1739 of 2001 see page)**

**80-1266. Title of act.**

This act (80-1266 - 80-1266.10) shall be referred to and may be cited as "The Teacher Fair Dismissal Act of 1983." (Acts 1983, No. 936, 1,p.2283)

**80-1266.1. Definitions**

The term "teacher" as used in this Act (80-1266 - 80-1266.10) shall be defined as any person, exclusive of the superintendent or assistant superintendent(s), employed in an Arkansas public school district who is required to hold a teaching certificate from the Arkansas Department of Education as a condition of employment.

The term "probationary teacher" as used in this Act shall be defined as a teacher who has not completed three (3) successive years of employment in the school district in which the teacher is currently employed. A teacher employed in a school district in this state for three (3) years shall be deemed to have completed the probationary period; provided, however, that an employing school district may, by a majority vote of its directors, provide for one (1) additional year of probationary status. (Acts 1983, No. 936, 2.p. 2283)

**80-1266.2. Construction**

This Act (80-1266 - 80-1266.10) is not a teacher tenure law in that it does not confer lifetime appointment, nor prevent discharge of teachers for any cause which is not arbitrary, capricious, or discriminatory. (Acts 1983, No. 936, 3.p. 2283)

**80-1266.3. Automatic Renewal of Contract Unless Otherwise Notified - Notice of Nonrenewal Mailed to Teacher**

Every contract of employment hereafter made between a teacher and the board of directors of a school district shall be renewed in writing on the same terms and for the same salary, unless increased or decreased by law, for the next school year succeeding the date of termination fixed therein, which renewal may be made by an endorsement on the existing contract instrument, unless by May 1<sup>st</sup> of the contract year, the teacher is notified by the school superintendent that the superintendent is recommending that the teacher's contract not be renewed or unless during the period of the contract or within ten (10) days after the end of the school year, the teacher shall deliver or mail by registered mail to the board of directors his or her resignation as a teacher, unless such contract is superseded by another contract between the parties. Termination, non-renewal or suspension shall be only upon the recommendation of the Superintendent.

A notice of non-renewal shall be mailed by registered or certified mail to the teacher at the teacher's residence address as reflected in the teacher's personnel file. A teacher who has completed three (3) successive years of employment in the school district in which the teacher is employed on the effective date (July 4, 1983) of this Act or a teacher who has been given credit for a prior service in another district as authorized by Section 2 (80-1266.1) herein is deemed to have completed the required probationary period. The notice of recommended non-renewal of a teacher shall include a simple but complete statement of the reasons for such recommendation. (Acts 1983, No. 936, 4, p.2283)



**80-1266.4. Termination during term of contract.**

A teacher may be terminated during the term of any contract period for any cause which is not arbitrary, capricious, or discriminatory, (;) the superintendent shall notify the teacher of the termination recommendation. Such notice shall include a simple but complete 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 field. (Acts 1983, no. 9, 5, p.22830)

**80--1266.5. Suspension - Notice of grounds - Hearing - Termination.**

Whenever a superintendent has reasons to believe that cause exists for the termination of a teacher and that immediate suspension of the teacher is necessary, the superintendent may suspend the teacher without notice or a hearing. The superintendent shall notify the teacher in writing within two (2) school days of the suspension. Such written notice shall include a simple but complete statement of the grounds for suspension and/or recommended termination, and shall state that a hearing before the board of directors is available to the teacher upon request, provided such request is made in writing within the time provided in Section 9 (80-1266.\*). The hearing shall be scheduled by the president of the board and the teacher and shall be held within the time provided in Section 9 (80-1266.8) after a request for the hearing unless the teacher and the board agree to a later time.

If sufficient grounds for termination or suspension are found, the board may terminate the teacher or continue the suspension for a definite period of time. The salary of a suspended teacher shall cease as of the date the board sustains the suspension. If sufficient grounds for termination or suspension are not found, the teacher shall be reinstated without loss of compensation. (Acts 1983, No. 936, 6, p.2283)

**80-1266.6. Annual evaluation - Notification of deficiencies - Documentation of efforts to correct problems.**

Each teacher employed by the board of directors of a school district must be evaluated in writing annually. Evaluation criteria's (criteria) and procedures shall be established in the manner prescribed in Act 400 of 1975 (80-1256 - 80-1260). Whenever a superintendent or other school administrator charged with the supervision of a teacher believes or has reason to believe that a teacher is having difficulties or problems meeting the expectations of the district or its administration and the administrator believes or has reason to believe the problems could lead to termination or non-renewal of contract, the administrator shall bring the problems and difficulties to the attention of the teacher involved in writing and shall document the efforts which have been undertaken to assist the teacher to correct whatever appears to be the cause for potential termination or nonrenewal. (Acts 1983, No. 936, 7, p.2283)

**80-1266.7. Teacher 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 teacher may submit for inclusion in the file written information in response to any of the matter contained therein. (Acts 1983, No. 936, 8, p.2283)

**80-1266.8. Written request for hearing - Hearing procedures.**

A teacher who receives a notice of recommended termination or 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 termination or 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 ten (10) days after the written request therefore has been served on the board, except that the teacher

- and board may, in writing, agree to postponement of the hearing to a later date.
- B. The hearing shall be private unless the teacher or the board shall request that the hearing be public.
  - C. The teacher and the board may be represented by representative(s) of their choosing.
  - D. It shall not be necessary that a full record of the proceedings at the hearing be made and preserved unless.
    - 1. The board shall elect to make and preserve a record of the hearing at its own expense, in which event a copy thereof shall be furnished the teacher, upon request, without cost to the teacher.
    - 2. A written request is filed with the board by the teacher at least twenty-four (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 transcript thereof to the teacher without cost. (Acts 1983, No. 936, 9,p.2283.)

**80-1266.9. Board action - Notice to teacher - Written conclusions by board - Appeal.**

- A. Upon conclusion of its hearing with respect to the termination or non-renewal of a contract of a teacher who has been employed as a full-time teacher by the school district for less than three (3) continuous years, the board shall take action on the recommendations by the superintendent with respect to the termination or non-renewal of such contract. The board's decision with regard to non-renewal of a probationary teacher shall be final.
- B. Any certified teacher who has been employed continuously by the school district three (3) or more years (or who may have achieved non-probationary status pursuant to Section 2 980-1266.1) herein), may be terminated or the board may refuse to renew the contract of such teacher for any cause which is not arbitrary, capricious, or discriminatory, or for violating the (the) reasonable rules and regulations promulgated by the school board. Upon completion of such hearing, the board shall, within ten (10) days after the holding of the hearing: (1) uphold the recommendation of the superintendent to terminate or not renew the teacher contract, or (2) may reject or modify the superintendent's recommendation to terminate or not renew the contract of the teacher, or (3) may vote to continue the contract of such teacher under such restrictions, limitations, or assurances as the school board may deem to be in the best interest of the school district. Said decision shall be reached by the school board within ten (10) days from the date of the hearing, and a copy thereof shall be furnished in writing to the teacher involved, either by personally delivering the same to the teacher or by addressing the same to the teacher's last known address by registered or certified mail.
- C. Subsequent to any hearing granted a teacher by this Act (80-1266 - 80-1266.10), the school board shall, by majority vote, make specific written conclusions with regard to the truth of each reason given the teacher in support of the recommended termination or non-renewal.
- D. The exclusive remedy for any non-probationary teacher aggrieved by the decision by the school board shall be an appeal there from to the Circuit Court of the county in which the school district is located, within seventy-five (75) days of the date of written notice of the action of the school board. Additional testimony and evidence may be introduced on appeal to show facts and circumstances showing that the termination or non-renewal was (or was) lawful or unlawful. (Acts 1983, No. 936, 10, p.2283.)

**ACT 1739 OF 2001**

An Act Amending Arkansas Code 6-17-1503, 6-17-1507 and 6-17-1510 To Prohibit School Districts From Terminating, Suspending, Or Not Renewing The Contracts of Non-probationary Status Teachers Without Just Cause

Section 1. Arkansas Code 6-17-1503 is amended to read as follows:

6-17-1503. Construction

The General Assembly finds:

- (1) That the current standard, which requires cause that is not arbitrary, capricious, or discriminatory, for the non-renewal, termination or suspension of a teacher should be raised to a standard of just and reasonable cause; and
- (2) That the current standard for compliance with this sub-chapter and a district's personnel policies of strict compliance should be lowered to substantial compliance.

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

**A non-renewal, termination, suspension, or other disciplinary action by a school district shall be void unless the school district substantially complies with all provisions of this sub-chapter and the school district's applicable personnel policies.**

Section 2. Arkansas Code 6-17-1507 (a), pertaining to notice of termination recommendation, is amended to read as follows:

A teacher may only be terminated during the term of any contract when there is a reduction in force created by district-wide reduction in certified staff or for incompetent performance, conduct which materially interferes with the continued performance of the teacher's duties, repeated or material neglect of duty, or other just and reasonable cause.

Section 3. Arkansas Code 6-17-1510 (b), pertaining to board action on teacher termination or non-renewal, is amended to read as follows:

Any certified teacher who has been employed continuously by the school district three (3) or more years or who may have achieved non-probationary status pursuant to 6-17-1502 may only be terminated or the board may refuse to renew the contract of the teacher when there is a reduction in force created by district-wide reduction in certified staff or for incompetent performance, conduct which materially interferes with the continued performance of the teacher's duties, repeated or material neglect of duty, or other just and reasonable cause. Upon completion of such hearing, the board, within ten (10) days after the holding of the hearing shall:

1. Uphold the recommendation of the superintendent to terminate or not renew the teacher contract;
2. Reject or modify the superintendent's recommendation to terminate or not renew the contract of the teacher; or
3. Vote to continue the contract of such teacher under such restrictions, limitations, or assurances as the board may deem to be in the best interest of the

school district. The decision shall be reached by the board within ten (1) days from the date of the hearing, and a copy shall be furnished in writing to the teacher involved, either by personally delivering it to the teacher or by addressing it to the teacher's last known address by registered or certified mail.

Section 4. Emergency Clause. It is found and determined by the General Assembly that the current standard for teacher contract non-renewal, termination, or suspension is causing undue hardship on public school districts; and that there is a pressing and urgent need to have corrections prior to the beginning of the 2001-2002 school year to ensure that the state's children are taught by only the most qualified and competent teachers in the state. Therefore, an emergency is declared to exist and this act being immediately necessary for the preservation of the public peace, health and safety shall become effective on July 1, 2002.

5/19/03

### **PROFESSIONAL STAFF POSITIONS**

All administrative and supervisory positions in the school system are established initially by the board, or by state law, or both.

It is the intent of the board to activate a sufficient number of such positions to promote the attainment of the schools' goal.

In each case, the board will approve the broad purpose and function of the position in harmony with state laws and regulations, approve a statement of job requirements as recommended by the superintendent, and delegate to the superintendent the task of writing, or causing to be written a job description for the position.

The board wishes the superintendent to maintain continuously a comprehensive, coordinated set of job descriptions for all such positions so as to promote efficiency and economy in the staff's operations.

**PROFESSIONAL STAFF CONTRACTS**

A. The superintendent will be awarded a contracted length determined by the board. The board will review the performance of the superintendent annually and consider a one-year extension at the January meeting.

B. The principal will be awarded a contract length determined by the board. The superintendent will review the performance of the principal annually, and the board will consider a one-year extension at the February meeting.

C. Teachers will be awarded a one-year contract. The board shall consider the contract for renewal/non-renewal in March of each year.

D. Re-election of a teacher shall be evidenced by approved minutes of the Board of Education no later than May 1 of each year.

E. Within thirty (30) days of notice of renewal, the teacher must sign and return one copy of the letter or contract, which states that he/she has accepted the position for the following year.

F. Failure to sign and return the letter or contract as per section "E" will be considered intent on the part of the teacher not to return to the assignment in the Heber Springs District, and the board may declare a vacancy. If a vacancy is declared, the teacher must be notified in writing within 10 days.

G. The letter shall be considered as a binding agreement in lieu of a contract.

H. The final contract on legal forms shall be completed and signed by both parties within thirty (30) days from the date the actual amount of the teacher's contract is known.

I. The Heber Springs Board of Education will provide for one additional year of probationary status to any certified person employed by this board regardless of the number of years of experience the new employee may have. This provision does not apply to teachers having no teaching experience prior to being employed by this district. This provision shall be effective for all employees hired to work the first time for this board during the 1984-85 school term and succeeding years.

## PROFESSIONAL STAFF SALARY SCHEDULES

- A. Purpose:  
The purpose of the salary schedule is to help promote a better school system in Heber Springs by attracting and holding desirable teachers. It is also to help promote good morale and additional training that should result in a superior quality of teaching service.
- B. Schedule Will be a Part of Contract:  
The salary schedule adopted annually by the board shall constitute a part of the contract between the board and the teacher.
- C. Teacher "Year" Defined:  
Each school year must include at least 120 days of teaching in order to be considered "one year" of credit on the salary schedule.
- D. Work Acceptable as Graduate Credit:  
To qualify for educational steps on the salary scale, a teacher must hold the degree or additional graduate credit in the field of education or in a subject area in which the teacher can qualify for a state teaching certificate.
- Teachers who are in the school system and whose graduate hours are being accepted on another basis at this time are not included in the above provision.
- All graduate work counted on a master's degree must have been made following the date of completion of the bachelor's degree unless taken during the same term in which the bachelor's degree was granted. Even then, it must be counted and verified as graduate credit by a written statement from the college in which the credit was taken.
- Graduate work accepted above a master's degree on the salary scale must have been made after receiving the master's degree except that graduate hours taken during the term in which the master's degree is granted may be counted if they are in excess of these essential for meeting the requirements for the master's degree.
- E. The Heber Springs Public School System maintains a single salary schedule that may be changed from year to year in compliance with Act 34 of 1983. A copy of the current schedule is on file in the office of the superintendent, the office of the principal, and in the faculty handbook.
- F. No difference in salary is made for sex, marital status, and number of dependents, race or placement.
- G. Payment of Salary:
- H.
1. Teachers employed by the Heber Springs School District will have the option of receiving the annual salary in ten or twelve equal payments.
  2. The first payment for the teacher who chooses the ten-months option will be made in September with the final payment in June.
  3. The first payment for the teacher who chooses the twelve-months option will be made in September with the final three payments in June. (Note, two checks can be held and delivered in July and August.)
  4. Employees will be paid on the 10<sup>th</sup> of the month, or on the closest working day prior to the 10<sup>th</sup> if it falls when school is not in session.
  5. Teaching Certificate and Salary Schedule:

a. The certificate (plus the transcript showing degree and any additional hours above) a teacher has on file on September 15 of the school year shall determine the contract salary on the scale for which a teacher will qualify.

6. Salaries of Administrators:

a. Salaries of the superintendent shall be negotiated and approved by the board.

1. 7.Special Teacher:

a. Any salary differentials, as listed under "Payments Above the Basic Schedule," are (a) more days of service per year, (b) extra time required during the regular school year, or (c) added responsibility. These payments shall be set by the board and published with the salary schedule.

28. Effective July 1, 2002, salary scales for all employees, both certified and classified will be posted on the district's Internet website (Act 1747 of 2001).

29. Effective July 1, 2002, all salary indexes, supplements, and lengths of contract terms by position will be posted on the district's Internet website (Act 1747 of 2001).

30. Effective September 1, 2002, the district's budget for the 2002-2003 fiscal year will be posted on the district's Internet website (Act 1747 of 2001).

31. The Heber Springs School District will be in full compliance of Act 1747 of 2001 by July 1, 2003 as required by law.





## GCBAB

### PAYROLL DEDUCTION POLICY

1. As of the date of implementation of this policy, the payroll deduction on the attached list will remain in effect.
2. The Personnel Policies Committee must first screen any proposed new payroll deduction. If approved by the PPC, said payroll deduction will be presented to the faculty.
3. If 30% of the faculty wish to participate in a proposed payroll deduction and the district's accounting system, can accommodate such an additional deduction, then it will be implemented.
4. However, if the accounting system will not accommodate such an additional deduction, then the PPC will present to the faculty options available for consideration. Such options might include the removal of non-mandated deductions from the approved list.

AEA/NEA  
American Fidelity (Cancer, Disability, Etc.)  
American Public Life (Cancer, Disability, Etc.)  
Delta Dental  
Pre-Paid Legal  
Roy's Fitness Center  
USABLE (Other than Supplemental Life)

Teacher/Public Retirement  
State Health Insurance

Annuities  
American Fidelity Assurance  
403 (B) ASP Edward B Jones  
New York Life Insurance & Annuity  
ING Relia Star Life

Cafeteria Plan Administrator  
American Fidelity

**SICK LEAVE**

- A. The board shall provide sick leave for each of its teachers at a minimum rate of one day per month, plus one day per year, that the teacher is contracted, at full pay.
- B. Sick leave shall be in force beginning the first day of the first school term for which each teacher is employed.
- C. A teacher shall be entitled to such leave only for childbirth, or personal illness or injury of the teacher or a member of his/her immediate family, or death in his/her immediate family. Sick leave may be used by the parent for childbirth, or infant adoption, for a period of six (6) weeks, but not in combination with parental leave. If more than six (6) weeks are necessary, a doctor's statement will be required.
- D. A record of sick leave used and accumulated shall be established and maintained by this school district for each of its teachers. Sick leave that is unused by a teacher during any school year shall be accumulated in such teacher's sick leave account at a rate up to one day per month contracted, plus one day per year, until ninety (90) days have been accumulated. A teacher who qualified for sick leave under this stipulation may use any amount of said sick leave up to his/her total number of accumulated days.
- E. When the accumulated sick days are depleted, the teacher will receive full pay less the cost of a substitute for a maximum of seven (7) additional days.
- F. Teachers will be paid for all unused sick and personal days in excess of ninety (90) accumulative days at the rate equal to the daily pay of a certified substitute.
- G. If a teacher resigns or retires then later returns to work for the Heber springs School District without having taught in another district, he or she may reclaim all accumulated unpaid sick leave left with the district at the time of resignation or retirement. Upon resignation or retirement the teacher shall be responsible for acquiring proof in writing of accumulated sick leave. The teacher shall furnish this proof in writing at the time of return.
- H. Part-time certified employees will receive the prorated number of sick days that would be allotted to a full-time employee in the same position. Prorating will be divided into seven increments. For example, employees who work one-seventh day will receive one-seventh sick day for each month, plus one-seventh per year.

Ref: 1987 Arkansas Code Annotated, 6-17-1201  
Adopted 4/18/94

### **RETIREMENT/DEATH SICK DAY PAYOUT**

Teaching personnel retiring from the Heber Springs School District will receive the following benefit after being employed in the district for a minimum of one (1) year. (This benefit would also apply upon an employee's death).

- Each certified employee would receive the current certified substitute pay for each unused sick day accumulated only from the Heber Springs School District up to a maximum amount of \$5,000.00

Note: Personnel that have received money in the past would not be eligible for this benefit.

Adopted: September 12, 2005

Revised to add section number April 2010

Revised May 17, 2010 majority of school board/May 25, 2010 majority of certified personnel

**HEBER SPRINGS PUBLIC SCHOOLS  
SICK LEAVE BANK**

Participation

On or before October 1 of each school year, certified personnel may voluntarily contribute one day of their sick leave allowance to a Sick Leave Bank. Certified personnel wishing to make contributions to the bank shall do so on a Sick Leave Bank form submitted to a Sick Leave Bank chairperson or committee member. Only an initial donation of one day is required to be a member as long as the bank is solvent.

Governance-Sick Leave Bank Committee

A seven-member committee shall oversee the administration of the Sick Leave Bank with the assistance of the superintendent. The committee shall be comprised of classroom teachers, two from each school, who have contributed days to the Sick Leave Bank, and one administrator. The Sick Leave Bank Committee members will be elected at the time that faculty members are elected to the Personnel Policies Committee. The committee shall decide on the request based on the committee's rules of operation. ***The decision of the committee is final and there is no appeal process.***

The chairperson and the vice-chairperson of the Sick Leave Bank Committee shall be elected from the seven-member committee.

Rules of Operation

The Sick Leave Bank committee shall administer the bank according to the following rules:

1. Only personnel who have made contributions to the bank may make withdrawals from the bank. Days once contributed to the bank in a previous year may not be returned to the individual.
2. The Sick Leave Bank days may be used only upon exhaustion of a bank member's accumulated sick leave and accumulated personal leave.
3. ***The Sick Leave Bank should only be used when absolutely necessary (catastrophic).*** Sick Leave Bank days will be granted only in cases of justifiable need as determined by the Sick Leave Bank committee. ***The Sick Leave Bank is not intended to be used for ordinary illnesses of the sick bank member (or their immediate family), minor accidents, doctor's appointments, or other similar situations.*** Not all requests submitted to the committee are granted.
4. Requests for Sick Leave Bank days will be made on a Sick Leave bank request form submitted to the chairperson of the Sick Leave Bank committee.
5. Sick leave grants made from the bank shall be for up to ten days for an individual applicant per year, with a limit of no more than two grants per year per person if days are available. The Sick Leave Bank Committee may extend the number of days if they believe the need is justified. Sick leave grant requests may be made before a teacher has to pay a substitute for 15 days, as outlined in Policy GCBDA, Section E.
6. After a Sick Leave Bank member withdraws days from the bank, he or she must contribute one day of his sick leave allowance at the beginning of the next school year to re-

establish membership in the Sick Leave Bank. This day is in addition to any faculty-wide contribution that may be requested.

7. Once days have been contributed to the Sick Leave Bank, the usage of those days shall be governed by the committee of the Sick Leave Bank according to, but not limited by, the sick leave policy.

8. Personnel who have contributed to the Sick Leave Bank will not be requested to contribute to the bank again during a given school year as long as the bank is considered to be solvent. The Sick Leave Bank committee may determine that donated days are not needed at the beginning of any school year and thus, only new members will be required to contribute.

**9. *Staff members may voluntarily donate sick leave days to the Sick Leave Bank only and not to individual members or the credit thereof. The committee will distribute days as determined by extraordinary circumstances as previously outlined.***

10. All sick bank days borrowed by an individual, which are not used in the year granted, are automatically returned to the Sick Bank at the end of the year.

**11. *District employees who are husband and wife may utilize the other's accumulated sick leave in accordance with ACA 6-17-1208.***

#### Reports

The Sick Leave Bank committee shall be responsible for the proper maintenance and development of records and report forms. The committee shall work closely with the administration in administering the Sick Leave Bank days.

Revised by the Board of education  
Sept. 12, 2005

## **FAMILY AND MEDICAL LEAVE ACT**

- A. A teacher who has been employed for one contract year and/or for 1250 hours over the previous 12 months is eligible for unpaid leave of at least 12 weeks for the care of the teacher's child (birth, placement for adoption, or foster care); for the care of the teacher's spouse, son or daughter, or parent, who has a serious health condition; or, for a serious health condition that makes the teacher unable to perform their job.
- B. The teacher must provide 30 days advance notice when the leave is "foreseeable".
- C. The board may require medical certification to support a request for leave because of a serious health condition, or, if the teacher is unable to return from leave because of a serious health condition. In addition, the teacher is obligated to attempt to schedule medical treatments so as to make a minimum disruption of the operations of the school. This may include taking intermittent leave or taking only portions of a day.
- D. The teacher may elect or the board may require the teacher to substitute sick leave for any leave he/she may be eligible for under the FMLA.
- E. The board may require the teacher to wait until the following semester to return to work if the teacher begins leave for a purpose other than his/her own serious health condition and/
1. leave begins five or more weeks before the end of the semester and the period of leave is greater than three weeks.
  2. leave begins fewer than five weeks before the end of the semester, and the period of leave is more than two weeks.
  3. leave is three or fewer weeks before the end of the semester and the period of leave is more than five working days.
- F. The teacher will be assigned to their previous or an equivalent position immediately following leave or at the beginning of the next academic term as per section E.
- G. All teachers covered by the state health insurance plan will have continued coverage while on leave for a period up to 12 weeks or longer if required to wait until semester to return.

For more information and forms see: <http://www.dol.gov/esa/whd/fmla>

Ref: Family and Medical Leave Act of 1993, 29 CFR Part 825

Adopted 4/18/94

Added G in front of Section Number to correct 05/11/2010

### **PERSONAL INJURY LEAVE**

1. Whenever a teacher is absent from his or her duties as a result of personal injury caused by either an assault or other violent criminal act committed against the teacher in the course of his or her employment, the teacher shall be granted a leave of absence.
2. The leave shall be with full pay for up to one (1) year from the date of the injury.
3. This leave of absence shall not be charged to the teacher's sick leave.
4. Upon return, the teacher will be offered his/her previous position. If acceptable, the teacher may elect another position for which he/she is certified.

Ref: Arkansas Code of 1987 Annotated, 6-17-1209

6-17-1209, Act 1993, No 1115.2

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

The board of directors of each school district shall adopt written policies for the implementation of this section and incorporate them as part of the written personnel policies of the district.

Adopted 8/22/94



**PARENTAL LEAVE**

- A. It is the teacher's responsibility to inform the administration upon confirmation of pregnancy possible need for a temporary leave of absence.
- B. As long as the teacher's health is not endangered (verification by a physician's statement may be required) and her physical condition does not impair her ability to perform her duties as a teacher, she may continue to be employed by the board.
- C. A teacher may apply for leave any time after conception. The application must be in writing accompanied by a certificate from her doctor confirming pregnancy.
- D. All requests for leave must be in writing at least thirty days in advance of the requested leave and preferably sooner if possible.
- E. The leave may be granted by the board, recorded in the minutes, and the teacher notified.
- F. Two or more years of employment in the Heber Springs District are required before any teacher is eligible for parental leave.
- G. The leave may be granted to teachers for a period not to exceed eighteen (18) calendar months.
- H. The teacher shall be offered the first acceptable position for which she is certified after she has established that she is able and willing to return to work.
- I. A teacher who is adopting a child may request leave not to exceed eighteen (18) months.
- J. A teacher on parental leave must notify the school superintendent of their intent to return to work on or before April 1 for the following school year, and on or before September 1 for return at semester.

NOTE: The Heber Springs School Board shall have the right to require a teacher to resume duties at the beginning of a school year rather than at semester. Failure to notify the superintendent in writing of intention to resume work as required by this policy, or failure to report for duty at the expiration of the leave shall be considered as a resignation.

November, 1990

## **PERSONAL LEAVE**

Two days of absences can be approved for personal leave at no expense to the teacher. Such leave shall not be utilized on the first day or the last day of school or prior to or immediately following a school holiday. The principal has the discretion to waive the beginning, ending, and holiday prohibitions based on extreme circumstances.

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.

After two years in the district, unused personal leave can accumulate to three days. The accumulated days may be combined during a given year with the two allotted for that year; thus five days could be the maximum available during a given year.

If a teacher has exhausted the available personal leave, an application can be made to the principal in writing for additional leave. If this leave is granted, the first two days may be granted as paid leave less the cost of the substitute teacher. Other granted personal leave days under this application will be unpaid leave.

Any day or days not utilized as leave, or not accumulated, shall convert to sick leave at the end of the year and fall under the provisions of that policy.

PART-TIME CERTIFIED EMPLOYEES WILL RECEIVE ONE-HALF THE NUMBER OF PERSONAL DAYS THAT WOULD BE ALLOTTED TO A FULL-TIME EMPLOYEE IN THE SAME POSITION. PART-TIME EMPLOYEE IS DEFINED AS ANYONE WHO WORKS LESS THAN FULL TIME.

This does not apply to administrative personnel on twelve-month contracts.

Revised: March 10, 2008

**SABBATICALS**

A. The board may grant up to one school year leave without pay to any teacher who has completed six (6) years teaching in this district for the purpose of attending a college or university to do advanced study in the educational field, for the purpose of extensive educational travel, or to serve in an exchange teacher program. The teacher shall continue to accrue seniority while on exchange leave.

B. Each request for aforementioned leaves must be recommended by the principal and superintendent and approved by the board before leave can be granted.

C. No salary will be paid during the leave. If at all possible, the same job will be made available to the teacher upon return to the district, but such is not guaranteed.

Adopted 4/18/94

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### **MILITARY LEAVE**

Leave is authorized for a period of time equal to the required service time of any teacher who is drafted/mobilized for military service. The conditions for job security and assignment of position are guaranteed under the law.

The Heber Springs School District recognizes there are times an employee is required to serve on military duty during contracted workdays. In such cases, the employee will receive compensation from the school district the difference between the employee's salary and the military salary provided the employee's regular salary is larger.

Ref: 38 U.S.C. 2021-2026

November, 1990  
Rev. 5/19/03

**PROFESSIONAL LEAVE**

A teacher shall receive full salary for absences approved for visits to other schools, programs, classes, or to accompany students on special school sponsored activities as the sponsor.

The principal or superintendent may authorize professional leave for attendance of personnel at state, regional, and national meetings without pay reduction. The number of absences allowable for professional leave is a judgment value on the part of the principal or superintendent and is subject to budget limitations for employing substitutes and reimbursement for travel, meals, and lodging.

November 1990

**OTHER LEAVE**

Authorized leave for health or other reasons may be requested by the teacher, who is currently under contract in the District, and approved by the board. This leave is approved by the board, is to be granted without pay and benefits. The accumulated health leave will be reinstated and employment provided if the teacher returns immediately following the leave to the Heber Springs Schools.

Any teacher who leaves the system without authorized leave will not be re-employed. This is considered a resignation.

November, 1990

**BEREAVEMENT LEAVE**

- A. All teachers shall be granted five days paid bereavement leave per contract year in the event of the death of an immediate family member or in-law. ("Immediate family" shall be defined as the teacher's spouse, children, and parents. Relatives or dependents *living in the same household* will also be considered as immediate family.)
- B. All teachers shall be granted one day paid leave per contract year in the event of the death of a relative (excluding those covered by section A) or friend.
- C. Bereavement leave shall not accumulate from year-to-year.

Adopted 4/18/94

Effective 7/1/94

Clarification of (living in the same household) 4/13/95

**PROFESSIONAL STAFF VACATIONS AND HOLIDAYS**

Annual leave for 12-month employees: All 12-month district employees shall adhere to the following stipulations regarding annual leave:

The board shall identify in the annual district calendar those days that are to be designated as board holidays. A board holiday is not credited to an employee as a day of annual leave. A board holiday shall consist of two days for each of the following: Thanksgiving, Christmas, and New Year's. One day shall be designated for the following: Fourth of July, Memorial Day, and Labor Day.

If an employee is absent on a day not designated as a board holiday, the employee must report the absence as a sick day or a day of annual leave. Neither sick leave nor annual leave will be granted in increments of less than one half day.

Employees wishing to be granted annual leave are to make their request to their immediate supervisor no less than ten working days prior to the first requested day of leave unless an emergency situation exists.

Fourteen days each contract year are designated as annual leave. Inclusive in these fourteen days are two days designated as personal leave days, which if not used, may be transferred to the employee sick leave at the end of the contract year. The remaining twelve days must be used during the contract year and will not be carried over into the next year.

Note: On days when it becomes necessary for the district to close due to inclement weather, employees, inclusive of twelve month and support area employees are not expected to work on these days. Such absence from work due to district closure will not be deducted from the employees' available leave days.



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**JURY DUTY OR COURT APPEARANCE LEAVE**

Jury Duty or Court Appearance shall be defined as any duty for which a subpoena is issued by a Federal, State, or Local Court. Any teacher subpoenaed for jury duty or court appearance which prevent the accomplishment of regularly assigned responsibilities shall be entitled to a temporary leave of absence without loss of pay or leave benefits. The District will pay the teacher full salary provided that said teacher agrees to return to the District all pay received for such duty, less travel, receipted parking and lunch expenses.

November, 1990

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**PROFESSIONAL STAFF RECRUITING**

***ADMINISTRATIVE***

Along with other efforts of the district to recruit the best possible applicants for administrative positions, notices shall be posted of all vacancies as they occur in all school buildings and one sent to the chairman of the Personnel Policies Committee. During the summer vacation, such notices will be mailed to all members of the Personnel Policies Committee.

Such notices shall describe the job, minimum qualifications, duties, and the salary range.

No promotional vacancy shall be filled until it has been posted for at least five school days.

***CERTIFIED EMPLOYEES***

Along with other efforts of the district to recruit the best possible applicants for certified positions, notice of all vacancies will be posted outside each principal's office.

Such notice shall describe the job qualifications and duties.

No vacancy shall be filled until it has been posted for five days, exclusive of weekends and school holidays.

This policy shall apply to positions and vacancies for the next school year. Vacancies occurring within two weeks of the beginning contract date or during the school year shall be exempt from this policy although notice is highly encouraged.

### **PROFESSIONAL STAFF HIRING**

The superintendent shall submit nominations to the board for administrative and supervisory personnel appointments. While the board may accept or reject nominations, election of a principal or supervisor shall be valid only if made on the nomination of the superintendent. In the case of rejection, it is the duty of the superintendent to make another nomination.

Employment of all teachers except the superintendent shall be by the recommendation of the superintendent. Should the board reject a teacher recommended by the superintendent, it shall be the duty of the superintendent to submit another recommendation for consideration.

### **HIRING OF ADMINISTRATIVE PERSONNEL**

The Board of Education shall employ such professional and other employees as may be necessary for the proper conduct of the public schools. The State Board of Education must license each individual and said license must be registered with the Department of Education and with the local district.

The screening and interviewing of candidates will be done by a district committee consisting of two administrators, one board member, parent, and the PPC members from the prospective building affected.

This committee will be used only in the initial screening and interviewing process. This committee will recommend candidates to the superintendent. These candidates will be interviewed by the Board of Education and superintendent. The superintendent will make the final candidate recommendation to the Board of Education for employment

The Board shall not discriminate on the basis of race, color, creed, religion, sex, national origin, handicap, age, or similar personal distinction in its employment practices.

May 22, 1995  
Rev. 5/19/03  
Rev. 1/15/07

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**QUALIFICATIONS AND DUTIES OF SUPERINTENDENT  
ASSIGNMENT**

Job assignment is the responsibility of the superintendent of schools in cooperation with the principal of the school involved.

The assignment must be made as early as possible, and the person being assigned shall be notified immediately in order to allow all possible time for preparation.

Any employee has a right to appeal any change in his/her assignment to the board as per the grievance policy.

## **PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES**

The Heber Springs School District Board of Education believes that initial preparation is only the first phase of becoming and remaining a professional staff member and therefore requires all staff members to follow a systematic program of continuing education. The Board also believes that, to be effective, the program shall be initiated and planned by the individual staff member, in consultation with administrators, and should include activities designed to meet the staff member's individual needs and to promote the overall goals and objectives of the school district. The Board agrees to consider staff development an integral part of the school district's total program and shall provide opportunities for the effective in-service education activities that systematically provide for staff growth and development which will be reflected in increased personal and professional competence.

### Staff Development Procedures

All licensed staff members must complete at least 60 hours of staff development each year.

The staff development year begins June 1 and ends May 31.

The District will provide five days of staff development for its employees. Staff development activities may be provided by the educational service cooperative.

An employee who misses any part of regularly scheduled staff development activities for any reason (such as sickness) must make up that time in other in-service activities so that a minimum of 60 hours is earned during the school year.

Of the 60 hour minimum, each licensed staff member must complete a minimum of six hours of technology-related in-service annually.

Staff development activities attended during the summer or after school hours can be counted toward the 60-hour requirement.

Three hours of college credit equals one day of staff development or six hours. College credit shall be limited to no more than two days or twelve hours of staff development credit per year.

College courses should relate to the teaching areas of the teacher and be approved in advance by the building principal and the superintendent.

Employees who teach courses or workshops outside of the district and which are not related to school or district goals cannot count such courses toward fulfillment of the 60-hour staff development requirement.

All approved professional development activities shall relate to the following areas: content (K-12), instructional strategies, assessment, advocacy/leadership, systemic change, instructional technology, principles of learning/developmental stages, cognitive research, and building collaborative learning community.

**EMPLOYEE HEALTH & DISABILITY INSURANCE BENEFITS**

Effective July 1, 2003, the Heber Springs Board of Education will fund major medical insurance coverage premiums for its employees in the following manner:

- A. Certified Employees: \$131.00 per month per participating employee
- B. Classified Employees:
  - S. \$172.50 per month per participating employee for the 2003-04 contract year,
  - T. \$131.00 per month per participating employee for the 2004-05 contract year.

Note: The district will no longer fund a disability policy for its employees effective July 1, 2003.

5/19/03



## **REDUCTION-IN-FORCE POLICY**

### 1. Statement

In keeping with the Personal Policies Goals statement (article GA) the board agrees that the Heber Springs School district exists solely for the purpose of educating children and that the classroom teacher plays the most vital role in the learning process. The services provided by all other personnel of the district act to support the classroom teacher in his/her role. It is to this end that should a reduction-in-force be deemed necessary because of financial difficulties that all alternatives be considered, such as decreases in extra-curricular programs, non-instructional personnel, administrative staff, and any expenditures non-essential to the learning process, before professional staff reduction occurs.

### 2. Definition

A reduction-in-force (RIF) shall mean a reduction in the number of certified personnel.

### 3. Determination

Circumstances which might entail a RIF are financial difficulties, declining enrollment, program revision or elimination, and the closing of facilities. If the board determines that a RIF is necessary, the provisions of this article shall apply.

### 4. Notification

Written notification to affected staff members will be provided as early as possible but no later than May 10.

### 5. Selection of Personnel to be Laid-Off

A reduction-in-force shall be accomplished through attrition (resignation or retirement) as far as possible. If the entire reduction cannot be accomplished through attrition, the following procedure will be utilized.

#### Option B

Total district teaching experience shall be the basis for computing length of service. Teachers will be laid-off in each certification area in the following order:

- A. Those teachers with one (1) year or less of service with the district.
- B. Those teachers with more than one (1) year but less than two (2) years of service with the district.
- C. Etc.
- D. If the length of service with the district is equal between two (2) or more teachers, prior teaching experience shall control; and if prior teaching experience is equal, the horizontal position of the respective teachers on

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the salary schedule with regards as to the hours/degrees held shall control; and if the horizontal position is equal than a review of the current year's evaluation shall determine.

### 6. "Bumping" (in a RIF situation)

A teacher with seniority and proper certification will have the right to “bump” another teacher with less seniority.

7. Recall

Any teacher laid off shall be accorded recall rights for a period of two (2) years following the year of the layoff. No teacher will lose recall rights if the teacher secures other employment during the layoff. Any teacher re-employed by recall will be paid at the prevailing rate of pay and receive prevailing benefits appropriate to the position, the teacher’s qualifications, and credited experience at the time of layoff. A year’s experience credit will be awarded for each year (or major portion thereof) of teaching service rendered by an employee on involuntary leave of absence in a school system accredited by a state department of education or similar accrediting agency. A year’s experience credit will be awarded for any academic year in which an employee on involuntary leave of absence serves as a substitute teacher for at least 120 days in the Heber springs School District. Any additional education attained during the time of layoff shall be credited.

If the board increases the number of teachers or has a vacancy at any time after the RIF (up to two years), the board shall first offer re-employment to the laid-off teachers. The teacher will be notified by registered mail of a recall and will have fifteen (15) calendar days after receipt of the board’s letter to respond. If the teacher does not respond affirmatively within the specified time, then that teacher forfeits his/her rights of recall thereafter.

## MISCELLANEOUS PROFESSIONAL STAFF POLICIES

### Qualifications

A. All teachers must satisfy the requirements of the State Law, State Department of Education Rules and Regulations, Policies of the Board, and should meet the standards set by the North Central Association.

B. A teacher must hold at least a bachelor's degree. In the event a teacher is hired with less than full certification, he/she may retain the teaching position for the next year if his/her work is satisfactory, and providing S.D.E. recertification requirements are met.

### Teacher Attendance Expected

A. In case of absence from duty because of illness, the teacher shall telephone/notify the principal at the earliest possible moment, preferably the day before the expected absence. The teacher shall notify the principal of his/her return to duty by 3:00 p.m. of the day preceding the return.

1. The selection of substitutes for temporary replacement of absent teachers shall be made by the principal.
2. The teacher shall leave complete lesson plans for the substitute to follow.
3. Teachers shall attend such regular and special faculty meetings as may be required by the principals and/or superintendent.
4. Contract Days and Duty Hours
  - a. The base contract for a regular full-time classroom teacher shall contain at least the minimum number of days required by the S.D.E. The contracts for special teachers, such as superintendents, principals, supervisors, counselors, vocational teachers, coaches, etc., shall meet the minimum requirements of the State Board of Education and the requirements of the board.
  - b. All teachers are to arrive at **8:00 a.m.** If on duty, they should arrive at a time designated by the administration. All teachers, except those on duty, may leave ***after the campus clears of students.***
5. Teachers shall not leave the buildings and grounds during school hours without clearing such absence in the office of the principal, except during lunch hour when not on duty.
5. 6. School employees who drive buses must consider their teaching, custodial or maintenance job as primary. The bus driving is extra and if it interferes with their work, the driver is responsible first to his primary job and must pay for a substitute bus driver while he attends required meetings or performs any other necessary function relative to his/her job.

## **MISCELLANEOUS PROFESSIONAL STAFF POLICIES**

- A. All teachers must belong to the Arkansas Teacher Retirement System, but they may choose to be a non-contributory member.
- B. All teachers are covered by Social Security and Workmen's Compensation.
- C. Voluntary participation in school accident, group hospital and life insurance plans are available at special rates.
- D. **Outside employment**  
All regular full-time teachers are expected to devote full-time to the performance of their assigned duties.
- E. **Controversial Issues in the Classroom**  
A well-rounded education consists of knowledge in many varied fields, some of which may be considered controversial. Possible controversial subjects may be explored in the classroom by the teacher provided the treatment is not from a partisan viewpoint and that all known facts are presented in an impartial manner.
- F. **Supplementary Materials**  
Supplementary materials may be selected by the teacher with approval of the principal for use by students for the purpose of enriching experiences in various subject matter areas.
- G. **Teachers and Political Activities**  
Teachers shall have the privilege of any other American Citizen by being able to freely express themselves and participate in political activities as long as such are not reflected in the school.
- H. **Residence in the District**  
All teachers are encouraged by the board to live within the Heber Springs School District.
- I. **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.
- J. **Substitute Days for special Education Teachers**  
Special Education teachers will be given substitute days as needed and approved by the building principal and special education supervisor for completion of special education requirements. (03/13/06)

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### **PROFESSIONAL RESEARCH AND PUBLISHING**

Members of the Heber Springs School District staff shall be encouraged to contribute professional articles to such publications as are interested in publishing them. It should be remembered, however, that a staff member's major responsibility shall be the education of the students of the district.

Staff members submitting for publication articles in which the Heber Springs School District is mentioned are requested to submit such articles to the superintendent for clearance before releasing them for publication.

**TEACHER CERTIFICATION AND REASSIGNMENT POLICY**

If the Department of Education changes the curriculum requirements and a teacher has to pick-up additional college hours to become certified in that subject area, the Board of Education will reimburse that teacher for the cost of tuition for certification. There will be a maximum of 18 hours of reimbursement for courses to be taken to meet state certification.

Adopted 1/20/92

**TEACHER LOAN FROM DISTRICT POLICY**

A teacher may borrow up to \$2,000 per year from the school district for returning to college to advance their degree. The money can only be used to pay for textbooks and college tuition to improve their teacher career.

The teacher will repay the loan through the payroll deduction plan. The loan must be repaid within 18 months. An interest rate will be charged. This rate will reflect the current revolving loan rate of the State Department.

If the teacher leaves the school district before repaying their loan, the total remaining money must be deducted out of their last check.

If a teacher leaves the district without repaying their loan, the Board of Education will request through the Arkansas State Board of Education that the teacher's certificate be revoked.

**Promissory Note**

\$ \_\_\_\_\_

\_\_\_\_\_  
Date

For value received, I, \_\_\_\_\_, promise to pay Heber Springs School District, 800 W. Moore St., Heber Springs, Arkansas, the principal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) plus interest from \_\_\_\_\_ at the rate of \_\_\_\_\_ percent (\_\_\_\_\_% ) per year until such sum is paid in full.

I will pay this amount as follows: In \_\_\_\_\_ installments of \$ \_\_\_\_\_ each. Said installments shall be deducted from my payroll checks beginning the first pay period after the date of this agreement, and continuing thereafter until \_\_\_\_\_, when a final payment of \$ \_\_\_\_\_ will be due. The life of this loan shall be no longer than 18 months from the date of this agreement.

I may prepay this note in whole at any time.

If I leave the Heber Springs School District before repaying this loan in full, the remaining balance shall be deducted from my last paycheck. I understand that if I leave the Heber Springs School District without repaying this loan in full, the Heber Springs Board of Education will request through the Arkansas State Board of Education that my teaching contract be revoked.

I understand the proceeds of this loan can only be used to pay for textbooks and college tuition to improve my teaching career. I will provide to the Heber Springs School District a copy of my transcript and receipts for expenses incurred.

This indebtedness is created pursuant to Heber Springs School Board policy GDA.

I hereby acknowledge receipt of a duplicate copy of this note.

Loan Amount \$ \_\_\_\_\_

Finance Charge \$ \_\_\_\_\_

Total of Payments \$ \_\_\_\_\_

Annual Percentage Rate \$ \_\_\_\_\_

Signature \_\_\_\_\_

Date of Approval \_\_\_\_\_

Signature of Superintendent \_\_\_\_\_



**LONG-TERM SUBSTITUTE PAY POLICY**

1. Must hold a valid Arkansas Teacher Certificate.
2. The length of the absence must be at least twenty (20) working days. These days must be consecutive.
3. The long-term substitute will be paid \$65.00 per day.
4. The long-term substitute teacher will work the entire period for that teacher who will be absent from work for more than 20 days.

September 12, 2005

Rev.

### **REPORTING CHILD ABUSE**

The Heber Springs School District follows the written guidelines as mandated by the Suspected Child Abuse Reporting System Manual. All teachers, principals, and counselors are mandated reporters. If any child is suspected of being physically or sexually abused, then a report is made to the Department of Human Services, Children and Families Division. The plan is as follows:

2. Adult listens to child.
3. The Department of Human Services conducts the actual interrogation.
4. Child is kept in the company of the adult until DHS authorities give further instructions.
5. Child is not sent home to an unsafe environment.
6. Written reports are submitted to the school principal, superintendent, and DHS within 24 hours of the first reporting.

Child abuse and neglect hotline: 1-800-482-5964

July, 1990

[../Documents and Settings/rjangster/rjangster/Local Settings/Teacher Evaluation.doc](#)