

SHERIDAN PUBLIC SCHOOLS



PERSONNEL POLICY MANUAL 2015-16

Table of Contents

Objectives	4-5
Philosophy of Education	4
School Calendar	6
LICENSED SECTION	7
Administrative Assignment	13
Administrative Conferences.....	14-15
Administrative Evaluation	14
Administrative Expenses	15
Administrative Hiring	13
Administrative Qualifications	13
Administrative Separation	14
Arrangement for Substitutes	30
Assignment	20
Licensed Salary Schedule	8
Compensation Guides and Contracts	12
Evaluation	21
Extra Duty	22
Family Sick Leave Bank	26-28
Hiring	19-20
Jury Duty	28
Leaves for Conferences and Visitations	22-23
Leaves for Illness	25
Long-Term Substitutes.....	30
Out of State Travel.....	28-29
Paying for Tuition	19
Payment of Speech/Language Pathologist Dues and Fees	17
Personal Leaves and Absences	23
Personnel Policies Committee	9-12
Professional Organizations	31
Professional Study	29
Qualifications and Duties.....	17-18
Reduction in Force	21
Salary Distribution	15-16
Salary Schedule Placement	18-19
Separation	22
Sick Leave Bank	25-26
Staff Rights, Responsibilities, and Appearance	16
Teaching about Religion	31
Tutoring for Pay	31
Voluntary Transfers	20

CLASSIFIED SECTION.....	32
Assignment	35
Classified Personnel Policy Committee.....	33
Compensation Guides and Contracts	34
Family Sick Leave Bank.....	45-46
Hiring	35
Jury Duty and Court Subpoena.....	42
Leave for Illness.....	42-43
Overtime, Comptime.....	38-42
Personal Leave	47
Reduction in Force.....	34
Salary Distribution	34
Separation	36-37
Sick Leave Bank	43-45
Time Schedule	37
Voluntary Transfers	35-36
DISTRICT-WIDE SECTION.....	48
Background Checks.....	67
Communicable Diseases (HIV, etc.).....	64-65
Complaints and Grievances	56-60
Drug and Alcohol Testing.....	66
Employee Acceptable Use Policy.....	70-72
Employee Computer Use Policy.....	69
Employee Drug Use.....	60
Equal Employment Opportunity.....	49
Gifts.....	62
Harassment “Bullying”	62-63
Maternity Leave	61
Non-Discriminatory Policy.....	49
Payroll Deductions.....	60
Prizes.....	62
Professional Development Opportunities	49-56
Residence Policy.....	66
Sexual Harassment.....	63-64
Shared Leave.....	83-84
Social Networking and Ethics.....	73-75
Staff Meetings.....	62
Student-Employee Relationship.....	61
Vacations.....	68
ADMINISTRATIVE GUIDELINES	76
Asbestos Notice	82
Licensed Leave	77
Compensation for Active Duty	82
Job Performance Plan	78-82
Staff Promotion and Compensation.....	82

PHILOSOPHY OF EDUCATION

The Sheridan School District is concerned with the social, moral and ethical values of the children of this community as well as the curricular education of them. Teaching and learning, administration and supervision, school plants, all of these are directed at one common goal - to help the growing generations become thinking, feeling, creative individuals.

No two persons are the same in ideals, goals, and aspirations. With this statement in mind, the diversified education of all youth is one part of the primary goal of this educational system. To provide a place for this work must not be overlooked. This must be a place for learning and development that will aid or enable youth to adjust to the ever changing aspects of life and to prepare them for the many and varied occupations and positions they will experience.

To effectively participate in American democracy demands much from its citizens. They must be informed, intelligent people who can recognize the faults of their government, and, through their basic rights, show democracy and its workings in action, thereby making a better citizenry who can strengthen the ideals of democracy while constantly being a part of it.

No plan is perfect. The philosophy of this educational system cannot remain static and unchanging forever. But, as time changes, all things must change. *It is the mission of the Sheridan Schools to support the development of all individuals as thinking, confident, contributing citizens of the world's communities.*

OBJECTIVES

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

1. To provide the finest degree of instruction of all peoples of the community.
2. To prepare those who wish to further their education by providing an adequate foundation for it.
3. To provide the basic fundamental skills for those who wish to enter the vocational fields.
4. To inculcate a feeling of citizenship and instill an appreciation for our democratic form of government, thereby promoting the ideals of democracy and building a working knowledge of it.

5. To cultivate an appreciation for culture, the fine arts and a high standard of living.
6. To instill a realization of the importance of physical well-being and a desire to participate in wholesome physical activity.
7. To provide a knowledge of, and appreciation for, leisure time activities.
8. To help develop a sense of responsibility to the home, family and community.

The minimum objective will be to produce a well informed, contributing member of society.

DISTRICT CALENDAR 2015-16

Window for Kindergarten Screening	August 3-5
Professional Development (non-student days)	August 10-13
First Day for Students	August 17
Labor Day Holiday – No School	September 7
Full Day of School: Parent/Teacher Conferences 4:00 – 7:00 p.m. Interim Reports distributed at conferences.	September 22 & 24
No School	September 25
End of 1st Nine Weeks	October 14
Report Cards Issued	October 22
Interim Reports Go Home	November 13
Thanksgiving Holiday – No School	November 23-27
Semester Tests (Grade 9-12)	December 16-18
End of 2nd Nine Weeks & First Semester (41/42/83)	December 18
Semester Break – No School	December 21– January 1
Students Return to School	January 4
Report Cards Issued	January 7
Professional Development Day (NO STUDENTS)	January 18
EOC Biology Mid-Year Exam	TBA
Full Day of School: Parent/Teacher Conferences 4:00 – 7:00 p.m. Interim Reports distributed at conferences.	February 16 & 18
No School (Make-Up Day If Needed)	February 19
SHS CAP Conferences	TBA
PARCC Performance-Based Assessments	TBA
End of 3rd Nine Weeks (48 days) & Alternate Portfolios Due	March 11
ELDA Assessment for LEP K-12	TBA
Report Cards Issued	March 17
Science Alternate Portfolio Due Gr. 5, 7 & 10	TBA
Spring Break – No School	March 21-25
Window for Iowa Tests , grades 1 & 2 (NRT)	TBA
Benchmark Science Exam (grades 5-7)	TBA
Interim Reports Go Home	April 21
No School (Make-Up Days If Needed)	April 22 & 25
PARCC End-of-Year Assessments	TBA
AP Exam	May 2-6; May 9-13
EOC Biology Exam	TBA
Semester Tests (Grades 9-12)	May 24-26
End of 4th Quarter & Second Semester (48/47/95 days) LAST STUDENT DAY	May 26
Graduation	May 27
Make-Up Day If Needed	May 27
Memorial Day Holiday	May 30

Note: According to Act 1469, days unavoidably lost due to exceptional or emergency circumstances (i.e. inclement weather, contagious disease outbreak, or other acts of God) will be made up following the last day of the school year.

Approved by Sheridan Board of Education,

02/09/15

Licensed Employees' Section

**Sheridan School District
2015-16 Licensed Salary Scale - 190 days**

EXPERIENCE		APSCN					Speech Pathologist/ School Psychologist
STEP	STEP	BSE	BSE+15	M/BSE+45	M+15	M+30	
0	1	36,500	37,991	39,482	40,973	42,464	47,145
1	2	37,190	38,681	40,172	41,663	43,154	47,829
2	3	37,880	39,371	40,862	42,353	43,844	48,513
3	4	38,570	40,061	41,552	43,043	44,534	49,197
4	5	39,260	40,751	42,242	43,733	45,224	49,881
5	6	39,950	41,441	42,932	44,423	45,914	50,565
6	7	40,640	42,131	43,622	45,113	46,604	51,249
7	8	41,330	42,821	44,312	45,803	47,294	51,933
8	9	42,020	43,511	45,002	46,493	47,984	52,617
9	10	42,710	44,201	45,692	47,183	48,674	53,301
10	11	43,400	44,891	46,382	47,873	49,364	53,985
11	12	44,090	45,581	47,072	48,563	50,054	54,669
12	13	44,780	46,271	47,762	49,253	50,744	55,353
13	14	45,470	46,961	48,452	49,943	51,434	56,037
14	15	46,160	47,651	49,142	50,633	52,124	56,721
15	16	46,850	48,341	49,832	51,323	52,814	57,405
16	17	47,540	49,031	50,522	52,013	53,504	58,089
17	18	48,230	49,721	51,212	52,703	54,194	58,773
18	19	48,920	50,411	51,902	53,393	54,884	59,457
19	20	48,920	51,101	52,592	54,083	55,574	60,141
20	21	48,920	51,101	53,282	54,773	56,264	60,825
21	22	48,920	51,101	53,282	55,463	56,954	61,509
22	23	48,920	51,101	53,282	55,463	57,644	61,509

- Add \$200 for 15 years in district.
- Add \$200 for 20 years in district.
- Add \$200 for 25 years in **education**
- Add \$200 for 30 years in district.
- Add \$200 for 35 years in **education**
- Add \$200 for 40 years in **education**
- Add \$2,500 for doctorate in **education**

PERSONNEL POLICIES COMMITTEE (GAAA)

The district shall have a set of written personnel policies, including the teacher salary schedule, which shall be considered to be incorporated as terms of the licensed personnel contracts. The district shall have a licensed Personnel Policies Committee (PPC) to review the school district's personnel policies in order to determine whether additional policies or amendments to existing policies are needed.

DEFINITIONS. Personnel policies include all school district policies, guidelines, regulations, and procedures that pertain to the terms and conditions of employment of licensed personnel. The terms and conditions of employment include, but are not limited to, the following: benefits; compensation; designation of workdays, holidays and non-instructional days; the annual calendar; methods of evaluations; extra duties; leave; grievances; dismissal or nonrenewal; reduction in force; assignment of teacher aides.

"Teacher" means any person who is required to hold a teaching license from the Arkansas Department of Education and is engaged directly in instruction with students in a classroom setting for more than seventy percent (70%) of the individual's contracted time; a guidance counselor; or a librarian.

Legal Ref.: A.C.A. § 6-17-201, A.C.A. § 6-17-204, A.C.A. § 6-17-119

DUTIES. The district's personnel policies shall be reviewed by the district's licensed Personnel Policies Committee (PPC) in order to:

- Determine whether additional policies or amendments to existing policies are needed to ensure compliance with state and federal law or;
- Review any policies or amendments to existing policies proposed by the Board of Education;
- Propose to the Board of Education additional policies or amendments to existing policies;
- Review any proposed distribution of a salary underpayment from previous years.

The PPC shall aid in the development of the district's student discipline policies by annually reviewing these policies and recommending changes in the existing policies to the Board of Education.

Legal Ref.: A.C.A. § 6-17-205, A.C.A. § 6-18-502

STRUCTURE. The district's licensed Personnel Policies Committee (PPC) will consist of seven (7) classroom teachers and up to three (3) administrators, one (1) of which may be the superintendent. The Classified Personnel Policy Committee chair or a designee from the Classified Personnel Policy Committee shall be a nonvoting liaison to the PPC.

The classroom teacher members of the PPC shall be elected by a majority of the classroom teachers voting by secret ballot. Elections shall be held during the month of May, and shall be conducted solely and exclusively by the classroom teachers, including the distribution of ballots to all classroom teachers.

Members of the PPC will serve staggered three-year terms. Appointments will be made by the PPC to fill respective vacancies that may occur. The appointment will be made at the first PPC meeting after the vacancy occurs. The new appointee shall serve for the balance of the term vacated.

The PPC will organize itself in the, first quarter of each school year by electing a chair and a secretary, and by developing a calendar of monthly meetings. Minutes of the PPC meetings shall be promptly reported and distributed to the Board of Education and posted in the buildings of the district, including the administrative offices.

Legal Ref.: A.C.A. § 6-17-203, A.C.A. § 6-17-205

PROCEDURE. New personnel policies or amendments to existing policies may be proposed by the Board of Education or the PPC. The superintendent may recommend any changes in personnel policies to the Board of Education or to the Personnel Policy Committee. The recommendations may then become proposals at the discretion of either the Board or the PPC.

New personnel policies or amendments to existing personnel policies proposed by the Board of Education may not be voted on by the Board of Education as a district policy unless the final form of the policy to be voted on has been submitted as a proposed policy to the PPC for consideration at least ten (10) working days prior to the vote of the Board of Education.

The chair of the committee or a committee member designated by the chair shall be placed on the agenda of the Board of Education and shall have the opportunity to orally present the committee's comments, positions, or proposals on the final form of any proposed policies or amendments to existing policies, whether proposed by the PPC or the Board of Education,

before they are voted on by the Board of Education as school district policies.

After the oral presentation, the Board of Education may take final action immediately, but final action shall be taken no later than its next regular meeting. The Board of Education may adopt, reject, or refer back to the PPC for further study and revision any proposed policies or amendments to existing policies that are submitted to the Board of Education for consideration by the committee.

Any changes or additions to the personnel policies after contract issuance shall not be considered a part of the licensed personnel contracts until the next fiscal year, unless

- the changes or additions are approved to take effect before the next fiscal year by a majority of the licensed personnel employed by the school district voting by secret ballot with the voting and counting conducted by the PPC; or
- the change or addition is adopted by The Board of Education on or before June 30 each year to ensure compliance with state or federal law or regulation; or
- the change or addition is adopted by The Board of Education between May 1 and June 30 and is not required to ensure compliance, but a notice of the change is sent no later than (5) working days after final board action by first class letter to the address on record in the personnel file of each affected employee and each continuing employee under contract has thirty (30) days after final board action to rescind the contract by submission of a letter of resignation.

Legal Ref.: A.C.A. § 6-17-205, A.C.A. § 6-17-204

PERSONNEL POLICY MANUAL. Each teacher or administrator being employed by the district for the first time shall be given a hard copy of the district's personnel policies in effect at the time of employment. A hard copy of all policies shall be available for review in each building of the school district. A hard copy shall be given to the individual employee upon request of the employee. An online copy of the district's personnel policies currently in effect shall be accessible on the district's website.

A hard copy of any additions or amendments to the existing personnel policies shall be available for review in each building of the school district within thirty (30) days after approval of such additions or amendments by

the Board of Education. A hard copy of any additions or amendments shall be given to the individual employee upon request of the employee.

Legal Ref.: A.C.A. § 6-17-206

Adopted June 1989

Revised May 2001, May 2006, April 2012, October 2012

**ADMINISTRATIVE PERSONNEL COMPENSATION
GUIDES AND CONTRACTS
(CGA)**

Administrative personnel shall be awarded contracts by the Board of Education based on recommendations of the superintendent. Contracts may be for up to 12 months and are awarded annually. Salary and other benefits shall be established at the time of contract issuance and shall be reported to the Arkansas Department of Education.

An addition of \$200 shall be made to the salary of licensed personnel at each of the following levels: 15 years in district, 20 years in district, 25 years in education, 30 years in district, 35 years in education, and 40 years in education. Upon completion of a doctorate in education degree, licensed personnel shall be awarded a \$2500 addition to the salary. Any licensed personnel earning a National Board Certified (NBCT) certificate shall be awarded a \$3000 addition to the salary for the initial year of certification. After the initial year this will decrease to \$2000 per year of NBCT certification, which must be renewed every ten years.

Administrative personnel are automatically reemployed unless they are notified in writing by May 1 of the current school year that their contracts will not be renewed.

Each offer to renew an annual contract shall expire if the contract is not submitted in writing to the District Personnel Office within thirty (30) days of the issuance.

If the properly signed contract is not received within this time period, the administrative position for which the contract was issued will be deemed vacant.

Administrative personnel shall have the right to unilaterally rescind any signed contract no later than ten (10) days after the end of the current school year. After this period expires, the Board maintains the legal right to enforce any signed contract.

Legal Ref.: A.C.A. § 6-17-301, A.C.A. § 6-17-1502, A.C.A. § 6-17-1506

Adopted 1978

Revised: September 2012

ADMINISTRATIVE PERSONNEL QUALIFICATIONS (CGAB)

Administrative personnel must possess those qualifications set forth by the Arkansas Department of Education and AdvancED. The Board of Education considers these requirements to be minimum and shall seek to employ persons who exceed these minimum requirements.

A.C.A. §6-17-302

Adopted 1978

Revised: October 2012

ADMINISTRATIVE PERSONNEL HIRING (CGD)

Administrative personnel shall be hired by the board upon the recommendation of the superintendent. Selection shall be based on the following considerations:

1. Certification requirements
2. Interviews
3. Experience
4. References
5. Completion and submission of all required documentation
6. Potential contribution to program

Adopted 1978

Legal Ref.: 80-1209; 80-1210, 1973

Revised: March 2012

ADMINISTRATIVE PERSONNEL - ASSIGNMENT (CGE)

The board delegates the authority to the superintendent to assign all personnel to their positions in the school district.

Legal Ref.: 80-1234, 1960

Adopted 1978

ADMINISTRATIVE PERSONNEL - EVALUATION (CGI)

In developing and/or revising the program of evaluation, the administrative staff should be consulted.

The purpose of evaluation is to identify strengths and weaknesses of individual administrators, to assist in providing a program for the improvement, and to provide a basis for recommending their reemployment, probationary status or termination.

The evaluation shall be conducted on an annual basis by the superintendent.

ADMINISTRATIVE PERSONNEL - SEPARATION (CGM)

Procedure for non-renewal or dismissal of administrative personnel will follow the same guidelines as policy GBN for all licensed personnel in keeping with Act 936 of 1983.

Adopted Nov. 1977

ADMINISTRATIVE PERSONNEL - LEAVES FOR CONFERENCES AND VISITATIONS (CGPFB)

Administrative personnel of the Sheridan Public Schools are encouraged to participate in in-service activities through attendance at conferences and visitations relating to their assignments.

An administrator wishing to be excused from school to attend a professional convention, conference or visitation must make such request to the superintendent of schools at least two weeks prior to the time of the proposed activity. After evaluating the request according to stated policy, the superintendent will notify the administrator of his/her approval or disapproval.

Travel and/or other expenses may be borne by the district at the discretion of the superintendent of schools, subject to budget limitations for employment substitutes and reimbursement for travel, meals and lodging.

Professional leave may be authorized and expenses paid by the district under any of the following conditions:

1. Attendance at conferences, educational meetings and state department of education committee meetings as a representative of the school district.
2. Visitations planned by principals and/or the coordinator of instruction to observe programs, practice materials or equipment.
3. Attendance at national or state an administrator who is a national or state officer of a professional organization, or who is to appear on the program of such a convention.

Administrators other than those selected as official representatives may be allowed to attend recognized educational meetings and conferences in their field with no loss of salary but without allowance for expense.

These regulations do not pertain to administrators attending contests or convention when accompanied by students.

Adopted Nov. 1977

ADMINISTRATIVE PERSONNEL - EXPENSES (CGPD)

Administrative personnel may be reimbursed for expenses incurred for attendance at professional meetings as approved by the superintendent. Funds for this purpose are provided in the annual budget.

Based on current practice and adopted 1978
Reviewed: December 2012

LICENSED SALARY DISTRIBUTION (GAF)

The Personnel Policy Committee will make every effort to inform and involve all licensed staff members in the development and proposal of any adjustments to the Licensed Salary Schedule.

The committee will poll the licensed staff prior to any presentation to the District's Board of Directors for their consideration and action.

Legal Ref.: Act 34 of 1983
Act 401 of 1991

Adopted: May 1991
Revised: April 1998
Reviewed: March 2013

STAFF RIGHTS, RESPONSIBILITIES, AND APPEARANCE (GAM)

Instructional personnel shall be expected at all times to conduct themselves in a manner befitting the teaching profession. They will be expected to exhibit acceptable social, personal, and professional qualities both at school and in the community.

Building principals shall have the right to enforce a reasonable dress code for employees. Teachers are expected to dress in a manner appropriate for the profession.

Reviewed: February 2013

LICENSED PERSONNEL COMPENSATION GUIDES AND CONTRACTS (GBA)

Licensed personnel shall be awarded contracts by the Board of Education based upon the recommendations of the superintendent and principals. Contracts are awarded annually. Salary and other benefits shall be established at the time of contract issuance, and shall be reported to the Arkansas Department of Education.

An addition of \$200 shall be made to the salary of licensed personnel at each of the following levels: 15 years in district, 20 years in district, 25 years in education, 30 years in district, 35 years in education, and 40 years in education. Upon completion of a doctorate in education degree, licensed personnel shall be awarded a \$2500 addition to the salary.

Any licensed personnel earning a National Board Certified (NBCT) certificate shall be awarded a \$3000 addition to the salary for the initial year of certification. After the initial year this will decrease to \$2000 per year of NBCT certification, which must be renewed every ten years.

Licensed personnel are automatically reemployed unless they are notified in writing by May 1 of the current school year that their contracts will not be renewed.

Each offer to renew an annual contract shall expire if the contract is not submitted in writing to the District Personnel Office within thirty (30) days of the issuance. If the properly signed contract is not received within

this time period, the licensed position for which the contract was issued will be deemed vacant.

Licensed personnel shall have the right to unilaterally rescind any signed contract no later than ten (10) days after the end of the current school year. After this period expires, the Board maintains the legal right to enforce any signed contract.

Legal Ref.: A.C.A. § 6-17-301, A.C. A. § 6-17-1506

Revised: September 2012

PAYMENT OF SPEECH/LANGUAGE PATHOLOGIST DUES AND FEES (GBAA)

The associated costs of dues and fees required for licensure which directly enable a Speech/Language Pathologist to submit billing to Medicaid for reimbursement, will be paid by the school district. The superintendent will review and approve all such requests.

Adopted: May 2003

LICENSED PERSONNEL QUALIFICATIONS AND DUTIES (GBBA)

All licensed personnel employed by the Sheridan School District must possess those qualifications set forth by the Arkansas Department of Education and nationally recognized accrediting association.

It is recognized by the Board of Education that these qualifications are set up to promote minimum standards; therefore, it is the policy of this school district to employ persons who exceed these minimum requirements whenever possible. All licensed personnel must maintain on file in the superintendent's office the following information:

- Signed contract
- Arkansas Teacher Certificate
- Copy of Social Security card
- Required tax forms
- Official transcript of all college work
- Current address and telephone number

- Required background checks
- Required Arkansas Teacher Retirement forms

Adopted prior to 1978

Legal Ref.: 80-1209, 1978

Revised: May 2003, December 2012

SALARY SCHEDULE PLACEMENT (GBAB)

Educational Steps

- Educational steps will be paid for a Bachelor's, Bachelor's+15, Master's Degree or Bachelor's+45, Master's+15, Master's+30, and Doctorate Degree.
- The hours for Bachelor's+15 and Bachelor's+45 may be any level of educational hours or another field that directly enhances a teacher's ability as determined by the superintendent.
- All hours above Master's must be in graduate educational hours or graduate hours that are directly related to the teacher's assignment.
- Master's and Doctorate degrees must be in education or directly related to the teacher's assignment as determined by the superintendent.
- Proof of education hours must be in the form of official transcripts accompanied by a Licensed Personnel Degree Change Form, and should be submitted as soon as possible upon completion of the coursework.
- Hours submitted after October 1 will not advance an educational step until the following school year.

Experience Steps

- A year's experience credit will be given for every year of licensed teaching experience earned up to the limits of the salary schedule.
- No fewer than 160 days of employee service in a fiscal year (ending June 30) shall be credited as a full year of service.
- Experience in a public school accredited by the Arkansas Department of Education or a nationally recognized accrediting association; experience in a private school accredited by a nationally recognized accrediting association; or experience in an institute of higher education accredited by a national recognized higher education institution accrediting association will be fully credited. Experience in

a private school not accredited by a nationally recognized accrediting association may be awarded by the superintendent.

- Vocational teachers and teachers with alternative certification may be given credit for years worked in fields that are directly related to their teaching assignments as determined by the superintendent.

Legal Ref: A.C.A. §6-17-240
A.C.A. §24-7-601

Adopted: April 2004

Revised: April 2005, February 2013

PAYING FOR TUITION (GBC)

The Sheridan Schools may pay for up to six college hour's tuition for teachers who return to school at the expressed request of the district for the following reasons:

- to fill a position when there is an acute teacher shortage in a licensed area
- to avoid a loss of funding
- in order to meet Standards of Accreditation

The superintendent of schools must approve of all requests for tuition payment.

Adopted: April 2004

LICENSED PERSONNEL - HIRING (GBD)

Appointments of licensed personnel shall be made by the board of education upon consideration of recommendations made by the superintendent. The selection will result in the best educational program for the school district and be based on:

1. Certification requirements
2. Interview(s)
3. Experience
4. References
5. Completion and submission of all required documentation
6. Potential contribution to program

Licensed Personnel-Hiring Policy
Adopted prior to 1978
Revised: February 2012

**LICENSED PERSONNEL - ASSIGNMENT
(GBE)**

All licensed personnel are subject to assignment and transfer at the direction of the superintendent. Insofar as possible, licensed personnel shall be assigned to positions for which they are best qualified. Reasonable effort shall be made to honor licensed personnel preference in assignment.

When a decision has been made to transfer licensed personnel to another campus(s), the licensed personnel will be so notified in writing by the superintendent. When the transfer involves changes within a building, the licensed personnel will be notified orally by the principal. In all transfer cases, every effort will be made to advise the licensed personnel involved at the earliest possible time.

Legal Ref.: 80-1234, 1960
Adopted 1978
Revised: February 2012

**LICENSED PERSONNEL
ASSIGNMENT VOLUNTARY TRANSFERS
(GBEA)**

During the spring of each year, licensed personnel who desire a transfer to a particular assignment shall indicate that desire on the district's intent form. If the desire for a transfer occurs after the intent form is submitted, then the licensed personnel should indicate this desire in writing to the building principal and the assistant superintendent in charge of personnel.

A current list of licensed personnel requesting a transfer will be maintained and distributed to principals. When an opening occurs in the particular assignment, the building principal will contact all licensed personnel requesting a transfer for an interview.

Current openings will be posted in each building and on the district's website.

Adopted: May 1991
Revised: June 1995, February 2012

LICENSED PERSONNEL - EVALUATION (GBI)

Changes in the program of evaluation will be reviewed by the personnel policy committee.

The purpose of evaluation is to identify strengths and weaknesses of individual teachers, to assist in providing a program for improvement, and to provide a basis for recommending their reemployment, probationary status or termination.

The evaluation shall be conducted on an annual basis by the teacher's principal and/or central office administrators.

Adopted: 1978

Revised: June 1990

LICENSED REDUCTION IN FORCE PROCEDURE (GBKA)

When it is determined that reduction in force (R.I.F.) is necessary, the Board will notify all employees as far in advance as possible. The procedure for determining layoffs will follow these guidelines.

In reducing staff the following items will be considered:

1. Years experience in the profession in the district
2. Areas of certification
3. Education and special training
4. Evaluation results
5. Expanded responsibility

In cases where qualifications are judged to be equal, the employee hired last will be released first.

Employees losing jobs due to R.I.F. will be considered first for openings in their licensed area for up to two years from the effective date of the lay-off.

Reinstated employees who regain their jobs within two years of lay-off shall have accumulated sick leave and other eligible benefits restored.

Any reduction in force will be through action by the board.

Adopted: June 1983

Revised: April 1998

Reviewed: February 2013

**LICENSED PERSONNEL - SEPARATION
(GBN)**

1. When it becomes necessary to suspend, non-renew or terminate a contract of a licensed employee the District will adhere to state law under subchapter 15 – “Teacher Fair Dismissal Act.”
2. A new teacher who has completed three (3) successive years in another Arkansas school will be deemed a “probationary teacher” for the first year of employment.

Revised: May 2003

**LICENSED PERSONNEL - EXTRA DUTY
(GBRE)**

Extra-curricular duties are considered a normal part of a teacher’s work. The allocation and assignment of such duties to teachers is a responsibility of the principal of each building.

Each licensed school employee shall be provided at least a thirty-minute uninterrupted duty free lunch period during each student instructional day. Any teacher not receiving a duty free lunch period during each student instructional day shall be compensated at his or her hourly rate of pay for each missed lunch period.

Legal Ref: AR Code §6-17-111

Revised: April 2005

**LICENSED PERSONNEL LEAVES FOR
CONFERENCE AND VISITATIONS
(GBRHB)**

Licensed staff of the Sheridan Public Schools is encouraged to participate in in-service activities through attendance at conferences and visitations relating to their teaching assignments.

A teacher wishing to be excused from school to attend a professional convention or conference must make such request to his/her principal.

If the request complies with the following regulations, the principal may approve it and forward it to the office of the superintendent at least two weeks prior to the time of the convention. The teacher and principal shall then be notified of the superintendent’s approval or disapproval.

Travel and/or other expenses may be borne by the district at the discretion of the superintendent, subject to budget limitations for employing substitutes and reimbursements for travel, meals and lodging.

Professional leave may be authorized and expenses paid by the district under any of the following conditions:

1. Attendance at conferences, educational meetings and State Department of Education committee meetings as a representative of the school district.
2. Visitations planned by the principals and/or the superintendent to observe programs, practices, materials or equipment.
3. Attendance at national or state conventions by an employee who is a national or state officer or a professional organization, or who is to appear on the program of such a convention.

Employees other than those selected as official representatives may be allowed to attend recognized educational meetings and conferences in their field with no loss of salary but without allowance for expense.

Excused absences may be allowed for attendance at professional meetings not directly related to an employee's teaching field when so specified by the principal and superintendent. However, the salary of the excused teacher's substitute shall be deducted from his/her salary and so expenses shall be paid.

No teacher should request to be absent from his/her classroom or related duties for more than five (5) days in any one school year.

These regulations do not pertain to teachers attending contests or conventions when accompanied by students.

Adopted: 1978

LICENSED PERSONNEL PERSONAL LEAVE AND ABSENCES (GBRI)

PERSONAL LEAVE - all licensed employees shall be granted three days of personal leave per school year. Requests for personal leave must be made one day in advance, except in case of emergencies. Leave will be granted unless the building principal determines that the leave will create an undue hardship for students, parents or fellow staff members. Personal leave will not be granted on staff development days required by the district. Unused personal leave days will be accumulated as sick leave days.

Adopted: 1978

Revised: September 2011

LICENSED PERSONNEL LEAVES FOR ILLNESS (GBRIB)

1. Full-time teachers shall be allowed sick leave, at full pay, at the rate of one day per month or any portion thereof that the teacher is contracted, accumulative to ninety (90) days. If teachers leave or resign their position for any reason before the end of the school term, the district shall deduct from the last paycheck full compensation for any days of sick leave used in excess of the number of days earned.
2. Sick leave shall be allowed for illness on the part of the employee or dependents. Sick leave shall also be granted in case of serious illness or the death of a loved one.
3. A doctor's certificate may be deemed necessary by the principal for any absences claimed as illness. After three (3) consecutive days of illness, a doctor's certificate may be required. If, at any time, a teacher is out in excess of thirty (30) days, a statement from a doctor will be required showing cause for the teacher not being able to return to work.
4. When claiming sick leave the teacher must fill out a sick leave form upon his/her return to school and file it with the principal.
5. Sick leave days accumulated above the maximum allowed will be reimbursed by the district at a rate equal to the pay of a substitute. Upon retirement, employees who are 60 years old and have at least 10 years of experience in the Sheridan School District or have at least 25 years of experience in education with 10 years experience in the Sheridan School District will be paid for all accumulated sick leave at the current reimbursement rate.
6. After an employee has used his/her sick leave, a deduction, the equivalent of a day's pay, will be made for each day absent. This rate is computed by dividing the employee's actual contracted working days into the annual salary contract.
7. Teachers who leave the employment of one school district within the state for employment in another school district in the state shall be granted credit by the new district for any unused sick leave accumulated in the former school district, not to exceed ninety (90) days. Such teachers must furnish proof in writing from the school district of former employment (Act 1977 of 1975).
8. A record of sick leave used and accumulated shall be established and maintained by the school district for each of its teachers. Teachers shall be advised annually of the status of their accrued sick leave.

9. Abuse of sick leave will be sufficient reason for non-renewal of contract.

Revised: May 1997

Reviewed: March 2013

LICENSED SICK LEAVE BANK (GBRIA)

A. Eligibility for Membership:

1. Licensed employee of Sheridan School District
2. Employed at least one full year in Sheridan School District
3. Shall have accrued a minimum of nine (9) sick leave days

B. Enrollment:

1. Application must be made in writing to the superintendent's office
2. May enroll by September 1
3. Each new member will be assessed one day
4. Enrollment is continuous cancellation is made as stated in E

C. Maintenance:

1. Assessment will be at the beginning of each school year
2. No more than one sick leave day will be assessed per year
3. The bank will need a minimum of one-hundred (100) sick leave days at the beginning of each year
4. The sick leave days will be carried from one year to the next

D. Utilization:

1. Used only by participating employees.
2. Used only after participating employee's accumulated sick leave days, vacation, and personal leave have been exhausted.
3. Used only for long term personal illness or disability (this excludes maternity leave or elective surgery).
4. Shall be eligible to draw the following number of days per year based upon membership in the pool:
 - (a) 1-5 years of membership.....30 days
 - (b) 6-10 years of membership35 days
 - (c) 11-20 years of membership.....40 days
 - (d) 21-30 years of membership45 days
 - (e) More than 30 years of membership50 days
5. Shall not be required to replace the sick leave days used from the bank except as assessed at the beginning of the year.

6. Each request will be made to the superintendent's office on a sick leave bank form as soon as possible, but no later than 30 days after the first day needed. A physician's statement must be included.
7. Alleged misuse of the sick leave bank shall be investigated and upon finding of wrong doing the employee shall repay all benefits drawn from the bank and be liable for employees' salary paid for sick leave.
8. If member is incapacitated, the committee may transact sick leave action.
9. Once accumulated sick leave bank days have been exhausted, participants will begin to accumulate days as a new member at one year's membership (D.4 (a) above).
10. If a member has exhausted his/her benefits, he/she may no longer claim newly acquired days for the same disability.

E. Cancellation:

1. Made in writing to the superintendent's office by September 1
2. Shall not be eligible to withdraw any sick leave days contributed
3. After cancellation, the procedure under B., Enrollment, must be followed for reenrollment

F. Administration:

1. The Sick Leave Bank will be administered by the personnel policy committee
2. A quorum shall consist of five members of the committee
3. Responsibilities
 - Establish a procedure and guidelines for approving application
 - Monitor the sick leave bank
 - Establish the assessment each year
 - Investigate alleged misuse
 - Perform other duties as necessary

Adopted: May 1991

Revised: September 2011

**LICENSED FAMILY SICK LEAVE BANK
(GBRIAA)**

A. Eligibility for Membership:

1. Licensed employee of Sheridan School District
2. Employed at least one full year in Sheridan School District
3. Shall have accrued a minimum of nine (9) sick leave days

B. Enrollment:

1. Application must be made in writing to the superintendent's office
2. May enroll by September 1
3. Each new member will be assessed one day
4. Enrollment is continuous unless cancellation is made as stated in E

C. Maintenance:

1. Assessment will be at the beginning of each school year
2. No more than one sick leave day will be assessed per year
3. The bank will need a minimum of one-hundred (100) sick leave days at the beginning of each year

D. Utilization:

1. Used only by participating employees
2. Used only after participating employee's accumulated sick leave days, vacation, and personal leave have been exhausted
3. Used only for long term personal illness or disability of parents, spouse, natural or dependent children, and for persons to whom the employee is the primary care giver (This excludes maternity leave or elective surgery.)
4. Shall be eligible to draw the following number of days per year based upon membership in the pool:
 - (a) 1-5 years of membership..... 15 days
 - (b) 6-10 years of membership..... 20 days
 - (c) 11-20 years of membership..... 25 days
 - (d) 21-30 years of membership..... 30 days
 - (e) More than 30 years of membership..... 35 days
5. Shall not be required to replace the sick leave days used from the bank except as assessed at the beginning of the year
6. Each request will be made to the superintendent's office on a sick leave bank form as soon as possible, but no later than 30 days after the first day needed. A physician's statement must be included.
7. Alleged misuse of the sick leave bank shall be investigated upon finding of wrong doing the employee shall repay all benefits drawn from the bank and be liable for employees salary paid for sick leave
8. Once accumulated sick leave bank days have been exhausted, participants will begin to accumulate days as a new member at one year's membership (D. 4(a) above).
9. If a member has exhausted his/her benefits, he/she may no longer claim newly acquired days for the same disability

E. Cancellation:

1. Made in writing to the superintendent's office by September 1
2. Shall not be eligible to withdraw any sick leave days contributed
3. After cancellation, the procedure under B. Enrollment must be followed for reenrollment

F. Administration:

1. The Sick Leave Bank will be administered by the personnel policy committee
2. A quorum shall consist of five members of the committee
3. Responsibilities
 - (a) Establish a procedure and guidelines for approving application
 - (b) Monitor the sick leave bank
 - (c) Establish the assessment each year
 - (d) Investigate alleged misuse
 - (e) Perform other duties as necessary

Adopted: 1993

Revised: September 2011

**JURY DUTY AND COURT SUBPOENA
(GBRIBB)**

All licensed personnel who have been summoned to jury duty or subpoenaed for court appearances shall notify the principal by presenting a copy of the letter of notification as soon as this information becomes available. Only staff members who are summoned or subpoenaed will be granted leave with pay.

Adopted: June 1993

**OUT OF STATE TRAVEL
(GBRIC)**

It is the policy of the Sheridan School Board that when out of state travel is beneficial to the district it will be allowed in accordance with the following guidelines.

All out of state travel must:

- be approved in advance by the superintendent of schools
- be directly related to job requirements, school goals, or the best interest of the individual and school
- be within budget limitations
- be by the most cost effective means possible
- supported by non-local funds when possible
- be for activities not available within state
- in accordance with all other applicable district policies

Out of state travel will be supported for officers or members of national boards of educational organizations.

Expenditures for entertainment, valet service, laundry, personal phone calls, alcoholic beverages or other similar expenses are not reimbursable. All reimbursement expenses must be supported by receipts.

Each employee is responsible for his/her own reimbursement and will not claim expenses of others.

All reimbursement claims must be approved by the superintendent who reserves the right to disallow unreasonable expense claim items.

Adopted June 1990

LICENSED PERSONNEL LEAVE FOR PROFESSIONAL STUDY (GBRID)

Leave of absence, without pay, may be granted by the board of education for professional study or for educational travel if it can be shown that such activity will contribute to the effectiveness of the employee, and provided a suitable replacement can be found.

Leave will be granted for a minimum of one year. To be eligible for a leave, the employee must have completed a minimum of five years' service with the Sheridan School District.

Applications for leave must be filed with the superintendent in writing and clearly state all details under which the leave is requested. Based upon the application, the superintendent will make a recommendation to the board.

ARRANGEMENTS FOR SUBSTITUTES (GBRJ)

Employees who are unable to report for any reason should notify the principal involved at the earliest possible time so that suitable substitute arrangements may be made. Teachers are expected to have available to the substitute those materials necessary to conduct the activities of the day.

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

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

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

The pay of a short-term substitute shall be at a per day rate established by the board.

Adopted: 1978

Revised: June, 1990

LONG-TERM SUBSTITUTES (GBRK)

It is the policy of the Sheridan School Board that in cases of prolonged absence or vacancies created by teachers leaving the district and at the superintendent's discretion; a long-term substitute may be employed without a contract for up to 90 days. Every effort will be made to employ a qualified, licensed teacher as the replacement. Licensed teachers employed as a long-term substitute will be paid in accordance to the existing teacher salary schedule. Long-term substitutes will be eligible for teacher retirement, insurance and other employee benefits in accordance with state law or other board policies.

All other substitutes will be paid in accordance to the existing substitute salary schedule.

Adopted: June 1990

PROFESSIONAL ORGANIZATIONS (GBS)

Teachers are encouraged to join and support their professional organizations and attend the meetings. Payroll deductions will be made in accordance with state law.

Adopted: 1978

TUTORING FOR PAY (GSG)

To assure all students reasonable assistance without charge from their own teachers and to avoid placing a teacher in a position where he may have a conflict of interest, teachers will not be permitted to receive money for tutoring any student they have in class or upon whose evaluation or assignment they will be called upon to advise.

A teacher may not tutor any student for pay during regular district working hours.

In all cases, teachers are requested to advise the appropriate principal of any tutoring for pay undertaken.

Adopted: May 1993

TEACHING ABOUT RELIGION (GI)

The board of directors respects the sincere religious beliefs of all students in the school district. The board of directors believes that teaching about religion, as it relates to a study of the historical development of civilization is appropriate.

The board shall permit teachers to expose students to information concerning religion and religious beliefs, including use of the Bible and other religious documents as educational and reference materials. However, teachers shall not advocate, openly or covertly, a particular religion or religious belief.

No pupil will be required to participate in any activity contrary to the stated tenets of his religion.

Adopted: June 1993

Classified Employees' Section

CLASSIFIED PERSONNEL POLICY COMMITTEE

Act 951 of 2005 requires that each school district shall have a committee on personnel policies for classified employees which consist of at least one (1) non-management classified representative from each of the following (5) classifications:

- (A) Maintenance and operation
- (B) Transportation
- (C) Food Service
- (D) Secretary and clerk
- (E) Aides and paraprofessionals

All other job classifications of classified employees not identified in the five (5) classifications may be grouped together and added as an at-large classification and shall have at least one (1) non-management classified representative on the committee on classified personnel policies.

There shall be no more than three (3) classified employee administrators on the committee, one (1) of whom may be the superintendent of schools. The classified employee administrators on the committee shall be appointed by the school board or its designee.

Personnel policies of concern to the classified personnel policies committee shall include, but are not limited to, the following terms and conditions of employment:

- (1) Salary schedule, fringe benefits, and other compensation issues
- (2) Annual school calendar, including work days and holidays
- (3) Evaluation procedures
- (4) Leave
- (5) Grievance procedures
- (6) Termination, nonrenewal, or suspension
- (7) Reduction in force
- (8) Assignments

Additional details can be found in Arkansas Annotated Codes 6-17-2301, 6-17-2302, and 6-17-2303.

**CLASSIFIED REDUCTION IN FORCE PROCEDURE
(GCKA)**

When it is determined that reduction in force (R.I.F.) is necessary, the Board will notify all employees as far in advance as possible. The procedure for determining layoffs will be based upon experience and special qualifications for the job.

**CLASSIFIED PERSONNEL COMPENSATION
GUIDES AND CONTRACTS
(GCA)**

Salaries for classified personnel shall be established by the board upon the recommendation of the superintendent.

The term of employment of such employees shall be continuous as long as their services are satisfactory or until their particular type of service is discontinued. Written contracts may be issued by the board.

Employees are covered by the state workmen's compensation plan (80-1237). (Cf. EGA)

A \$1,000.00 step to the salary scale based on the attainment of an Associate's degree or 60 hours of college credit from an accredited institution will be added subject to the approval of the superintendent.

Add \$200 at each level for 15 years in district, 20 years in district, 25 years in district or total in education, and 30 years in district, 35 years in education, and 40 years in education.

Legal Ref.: cited above

Adopted: 1978

Updated: July 2009, September 2012

**CLASSIFIED SALARY DISTRIBUTION
(CPPC-GAF)**

The Classified Personnel Policy Committee will make every effort to inform and involve all classified staff members in the development and proposal of any adjustments to the Classified Salary Scales.

The committee will poll the classified staff prior to any presentation to the District's Board of Directors for their consideration and actions.

Legal Ref.: §6-17-201

Adopted: May 2013

**CLASSIFIED PERSONNEL, HIRING
(GCD)**

It shall be the duty of the superintendent of schools, with the assistance of the appropriate administrative assistant, principals and supervisors to recommend the employment of the individual members of the classified staff to the board of education for approval and employment. Such personnel must have on file a completed application, received an interview and submit all required documentation.

Revised:

**CLASSIFIED PERSONNEL, ASSIGNMENT
(GCE)**

The superintendent or his/her designee shall as far as is possible grant the wishes of employees in making employment assignments of classified personnel. Teacher Aides, Para professionals and all other classified employees may be assigned or transferred by decision of the superintendent or his/her designee.

Adopted: 1978

Revised: November 2012

**CLASSIFIED PERSONNEL
ASSIGNMENT VOLUNTARY TRANSFERS
(GCEA)**

It is desirable to allow contracted classified personnel a fair opportunity to move from one assignment to another when desired.

- During the spring of each year, contracted classified employees who desire a transfer to a particular assignment shall indicate that desire on the district's intent form.
- The desire to transfer may also be indicated in writing to the appropriate supervisor and assistant superintendent in charge of personnel.
- A current list of contracted classified employees requesting a transfer will be maintained and distributed to all supervisors.
- A current list of openings will be posted in each building and on the district's website.

- When an opening occurs in the particular assignment, the supervisor will contact all employees requesting a transfer for an interview.
- A temporary placement may fill the position until the position is posted and transfer requests are properly considered.
- The supervisor will notify all persons requesting a transfer of his/her decision within 10 days of that decision.

Adopted: April 2005

CLASSIFIED EMPLOYEE SEPARATION (GCF)

1. (a) For purpose of this policy the term “employee” shall mean any person employed by a school district under a written annual contract, who is not required to have a teaching certificate issued by the Arkansas Department of Education as a condition of employment.

(b) “Probationary employee” means an employee who has not completed one (1) year of employment in the school district in which he is employed. Provided that at least thirty (30) days prior to the completion of an employee’s probationary period, the superintendent of schools may recommend and the board of directors may vote that one (1) additional years of probation is necessary for an employee.

(c) “Full-time” employee means any employee who is contracted to work at least twenty (20) hours per week.

2. (a) The superintendent of a school district may recommend termination of an employee during the term of any contract, or the non renewal of a full-time non-probationary employee’s contract provided that he gives notice in writing, personally delivered, or by letter posted by registered or certified mail to the employee’s residence address as reflected in the employee’s personnel file. The recommendation of non renewal of a full-time non-probationary employee’s contract shall be made no later than thirty (30) calendar days prior to the beginning of the employee’s next contract period. Such written notice shall include a statement of the reasons for the proposed termination or non-renewal. The notice shall further state that an employee being recommended for termination, or full-time non-probationary employee being recommended for non renewal is entitled to a hearing before the school board upon request, provided such request is made in writing to the superintendent within thirty (30) calendar days from receipt of said notice.

3. (a) Nothing herein shall be construed or interpreted to preclude the superintendent from placing an employee on immediate suspension provided he gives written notice of such action to the employee within two (2) school days of the suspension. The notice shall include a statement of reasons for the suspension, whether the superintendent is recommending termination, and that a hearing before the school board is available upon request; provided such request is made in writing to the superintendent within thirty (30) calendar days from receipt of said notice.

(b) After the hearing, the school board may terminate the employee or continue the suspension for a definite period of time. The salary of a suspended employee shall cease when the school board sustains the suspension. Otherwise, the employee shall be reinstated without loss of compensation.

The hearing before the school board shall be conducted in accordance with the following provisions:

(a) The hearing shall be conducted at the next regularly scheduled meeting of the school board of directors, unless the employee and the superintendent agree to a hearing on another mutually convenient date.

(b) The hearing shall be public or private at the request of the employee.

(c) The employee may be represented by persons of his or her own choosing.

(d) In hearings held concerning a recommendation for the termination of an employee's contract, either the board or the employee may elect to have a record of the hearing made at the board's expense. In hearings held concerning a recommendation for the non-renewal of a full-time non-probationary employee, either the board or the employee may elect to have a record of the hearing made and the expense for the record shall be shared equally between the board and the employee.

(e) The decision of the school board shall be made within ten (10) calendar days of the hearing.

Adopted

1992

CLASSIFIED PERSONNEL TIME SCHEDULES (GCRB)

Hours on duty for each employee are determined by the director of support services, in cooperation with the principal of the school, or the supervisor of the department to which the person is assigned.

Only the superintendent can authorize over-time.

Revised: May 1987

OVERTIME, COMPTIME (GCRC)

The Sheridan School District shall comply with those portions of the Fair Labor Standards Act that relate to the operation of public schools. The act requires that covered employees be compensated for all hours worked at greater than or equal to the applicable minimum wage for workweeks of less than or equal to 40 hours. It also requires that employees be compensated for workweeks of greater than 40 hours at 1 ½ times their regular rate of pay either monetarily or through compensatory time.

Definitions

Overtime is hours worked in excess of 40 per workweek. Compensation given for hours **not** worked such as for holidays or sick days do **not** count in determining hours worked per workweek.

Workweek is the seven day consecutive period of time from 12:00AM on Sunday to midnight on the following Saturday. Each workweek is independent of every other workweek for the purpose of determining the number of hours worked and the remuneration entitled to by the employee for that week.

Exempt Employees are those employees who are not covered under the FLSA. They include administrators and professional employees such as teachers, counselors, nurses, and supervisors. Any employee who is unsure of their coverage status should consult with the District's Administration.

Covered Employees (also defined as non-exempt employees) are those employees who are not exempt, generally termed non-licensed, and include bus drivers, clerical workers, maintenance personnel, custodians, transportation workers, receptionists, paraprofessionals, food service workers, secretaries, and bookkeepers.

Regular Rate of Pay includes all forms of remuneration for employment and shall be expressed as an hourly rate. For those employees previously paid on a salary basis, the salary shall be converted to an hourly equivalent. Employees shall be paid for each and every hour worked.

Employment Relationships

1. The District does not have an employment relationship in the following instances.

2. Between the District and student teachers;
3. Between the District and its students;
4. Between the District and individuals who as a public service volunteer or donate their time to the District without expectation or promise of compensation.

The District does not have a joint employment relationship in the following instances.

1. Between the District and off-duty policemen or deputies who are hired on a part-time basis for security purposes or crowd control. The District is separate from and acts independently of other governmental entities.
2. Between the District and any agency contracted with to provide transportation services, security services, or other services.

Hours Worked

Employees shall be compensated for all the time they are required to be on duty and shall be paid for all hours worked each workweek. Employees shall accurately record the hours they work each week. The District shall determine the manner to be used by employees to accurately record the hours they work. Each employee shall record the exact time they commence and cease work including meal breaks. Employees arriving early may socialize with fellow workers who are off the clock, but shall not commence working without first recording their starting time.

Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working.

Each employee is to personally record his or her own times. Any employee who signs in or out (or who punches a time clock) for another employee or who asks another employee to do so for him or her will be dismissed.

Employees whose normal workweek is less than 40 hours and who work more than their normal number of hours in a given workweek may, at the employees option, be given compensatory time for the hours they worked in excess of their normal workweek in lieu of their regular rate pay.

Compensatory time given in this manner shall be subject to the same conditions regarding accumulation and use as compensatory time given in lieu of overtime pay.

Breaks and Meals

Each employee working more than 20 hours per week shall be provided two, paid, 15-minute duty free breaks per workday.

Meal periods which are less than 30 minutes in length or in which the employee is not relieved of duty are compensable. Employees with a bona fide meal period shall be completely relieved of their duty to allow them to eat their meal which they may do away from their work site, in the school cafeteria, or in a break area.

The employee shall not engage in any work for the District during meal breaks except in rare and infrequent emergencies.

Overtime

Covered employees shall be compensated at not less than 1 ½ times his or her regular rate of pay for all hours worked over 40 in a workweek.

Overtime compensation shall be computed on the basis of the hours worked in each week and may not be waived by either the employee or the District.

Overtime compensation shall be paid on the next regular payday for the period in which the overtime was earned.

Employees working two or more jobs for the District at different rates of pay shall be paid overtime at a weighted average of the differing wages. This shall be determined by dividing the total regular remuneration for all hours worked by the number of hours worked in that week to arrive at the weighted average. One half that rate is then multiplied times the number of hours worked over 40 to arrive at the overtime compensation due.

Provided the employee and the District have a written agreement or understanding before the work is performed, compensatory time off may be awarded in lieu of overtime pay for hours worked over 40 in a workweek and shall be awarded on a one-and-one-half (1 ½) time basis for each hour of overtime worked. The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the District.

An employee whose employment is terminated with the District, whether by the District or the employee shall receive monetary compensation for unused compensatory time. Of the following methods, the one that yields the greatest money for the employee shall be used.

- The average regular rate received by the employee during the last 3 years of employment, or
- The final regular rate received by the employee.

Overtime Authorization

There will be instances where the district's needs necessitate an employee work overtime. It is the Board's desire to keep overtime worked to a minimum. To facilitate this, employees shall receive authorization from their supervisor **in advance** of working overtime except in the rare instance when it is unforeseen and unavoidable.

All overtime worked will be paid in accordance with the provisions of the FLSA, but unless the overtime was pre-approved or fit into the exceptions noted previously, disciplinary action must be taken for failure to follow District policy. **In extreme and repeated cases, disciplinary action could include the termination of the employee.**

Leave Requests

All covered employees shall submit a leave request form prior to taking the leave if possible. If, due to unforeseen or emergency circumstances, advance request was not possible the leave form shall be turned in the day the employee returns to work. Unless specifically granted by the Board for special circumstances, the reason necessitating the leave must fall within District policy.

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form.

Leave may be taken in a minimum of ½ day increments.

Legal References:

29 USC § 206(a), ACA § 6-17-2203

29 CFR §§ 785.1 et seq.

29 USC § 207(a)(1), 29 CFR § 778.100

29 CFR § 516.2(7)

29 USC § 207(o), 29 CFR § 553.50

ACA § 6-17-2205

29 CFR § 778.218(a)

29 CFR §§ 785.19

29 CFR § 778.105

29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o)

29 USC § 213(a), 29 CFR §§ 541 et seq., 29 CFR §§ 553.20 – 553.32

29 USC § 207(e), 29 CFR § 778.108, 29 CFR § 778.106

29 CFR §§ 785.9, 785.16

29 USC § 207(g)(2), 29 CFR § 778.115

29 USC § 207(o)(2)(A), 29 CFR § 553.23, 29 CFR § 553.20

Legal References for Overtime, Comptime policy cont'd.
29 USC § 207(o)(4), 29 CFR § 553.27

Date Adopted: June 2007
Revised Policy: May 2013

JURY DUTY AND COURT SUBPOENA (GCRD)

All classified personnel who have been summoned to jury duty or subpoenaed for court appearances shall notify their principal or immediate supervisor by presenting a copy of the letter of notification as soon as this information becomes available. Only staff members who are summoned or subpoenaed will be granted leave with pay.

Adopted: May 2001

CLASSIFIED PERSONNEL LEAVE FOR ILLNESS (GCRGB)

1. Full-time employees who work not less than 20 hours a week shall be allowed sick leave, at full pay, at the rate of one day per month or any portion thereof that the employee is contracted, accumulative to ninety (90) days. Bus drivers shall be considered full time employees. If an employee leaves or resigns his position for any reason before the end of the school term, the district shall deduct from the last paycheck full compensation for any days of sick leave used in excess of the number of days earned.
2. Sick leave shall be allowed for illness on the part of the employee or dependents. Sick leave shall also be granted in the case of serious illness or the death of a loved one.
3. A doctor's certificate may be deemed necessary by the principal or supervisor for any absences claimed as illness. After three (3) consecutive days of illness, a doctor's certificate may be required. If, at any time, an employee is out in excess of thirty (30) days, a statement from a doctor will be required showing cause for the employee not being able to return to work.
4. When claiming sick leave the employee must fill out a sick leave form upon his/her return to school and file it with the principal or supervisor.

5. After an employee has used his/her sick leave, a deduction, the equivalent of a day's pay, will be made for each day absent. This rate is computed by dividing the employee's actual contracted working days into the annual salary contract or by deducting their hourly wages.
6. A record of sick leave used and accumulated shall be established maintained by the school district for each of its employees. Employees shall be advised annually of the status of their accrued sick leave.
7. Sick leave days accumulated above the maximum allowed may be reimbursed by the district at a rate established by the school board. Upon retirement, employees who are 60 years old and have 10 years experience in the Sheridan School District or have at least 25 years of experience in education with 10 years experience in the Sheridan School District will be paid for all accumulated sick leave at the current reimbursement rate.
8. Abuse of sick leave will be sufficient reason for non-renewal of contract.

Legal Ref.: Act 391, 1979

Revised: May 1997

**CLASSIFIED PERSONNEL
SICK LEAVE BANK
(GCRGBA)**

- A. Eligibility for membership:
 1. Classified employees of Sheridan School District
 2. Employed at least one full year in Sheridan School District
 3. Shall have accrued a minimum of nine (9) sick leave days
- B. Enrollment:
 1. Application must be made in writing to the superintendent's office
 2. May enroll by September 1
 3. Each new member will be assessed one day
 4. Enrollment is continuous unless cancellation is made as stated in E
- C. Maintenance:
 1. Assessment will be at the beginning of each school year, unless the district accounting department is notified by the Sick Leave Committee, in writing, not to assess.
 2. No more than one sick leave day will be assessed per year

3. The bank will need a minimum of seventy (70) sick leave days at the beginning of each year
4. The sick leave days will be carried from one year to the next

D. Utilization:

1. Used only by participating employees
2. Used only after participating employee's accumulated sick leave days, vacation, and personal days have been exhausted
3. Used only for serious or catastrophic conditions (This excludes maternity leave or elective surgery.)
4. Shall be eligible to draw the following number of days per year based upon membership in the pool:
 - (a) 1-5 years of membership.....30 days
 - (b) 6-10 years of membership35 days
 - (c) 11-20 years of membership.....40 days
 - (d) 21-30 years of membership45 days
 - (e) More than 30 years of membership50 days
5. Shall not be required to replace the sick leave days used from the bank except as assessed at the beginning of the year.
6. Each request will be made to the superintendent's office on a sick leave bank form as soon as possible, but no later than 30 days after the first day needed. A physician's statement must be included.
7. Alleged misuse of the sick leave bank shall be investigated and upon finding of wrong doing the employee shall repay all benefits drawn from the bank and be liable for employee's salary paid for sick leave.
8. If a member is incapacitated, the committee may transact sick leave action.
9. Once accumulated sick leave bank days have been exhausted, participants will begin to accumulate days as a new member at one year's membership (D.4(a) above).
10. If a member has exhausted his/her benefits, he/she may no longer claim newly acquired days for the same disability.

E. Cancellation:

1. Made in writing to the superintendent's office by September 1
2. Shall not be eligible to withdraw any sick leave days contributed
3. After cancellation, the procedure under B., Enrollment, must be followed by reenrollment

F. Administration:

1. The Sick Leave Bank will be administered by the personnel policy committee.
2. A quorum shall consist of five members of the committee.

3. Responsibilities
 - (a) Establish a procedure and guidelines for approving applications
 - (b) Monitor the sick leave bank
 - (c) Establish the assessment each year
 - (d) Investigate alleged misuse
 - (e) Perform other duties as necessary

Adopted: May 1991

Revised: September 2011

**CLASSIFIED FAMILY SICK LEAVE BANK
(GCRGBB)**

- A. Eligibility for Membership:
 1. Classified employee of Sheridan School District
 2. Employed at least one full year in Sheridan School District
 3. Shall have accrued a minimum of nine (9) sick leave days

- B. Enrollment:
 1. Application must be made in writing to the superintendent's office
 2. May enroll by September 1
 3. Each new member will be assessed one day
 4. Enrollment is continuous unless cancellation is made as stated in E

- C. Maintenance:
 1. Assessment will be at the beginning of each school year, unless the district accounting department is notified by the Sick Leave Committee, in writing, not to assess.
 2. No more than one sick leave day will be assessed per year.
 3. The bank will need a minimum of one-hundred (100) sick leave days at the beginning of each year.

- D. Utilization:
 1. Used only by participating employees.
 2. Used only after participating employee's accumulated sick leave days, vacation, and personal leave have been exhausted.
 3. Used only for serious or catastrophic condition of parents, spouse, natural or dependent children, and for persons to whom the employee is the primary care giver. (This excludes maternity leave or elective surgery.)
 4. Shall be eligible to draw the following number of days per year based upon membership in the pool:
 - (a) 1-5 years of membership 15 days

- (b) 6-10 years of membership..... 20 days
 - (c) 11-20 years of membership..... 25 days
 - (d) 21-30 years of membership..... 30 days
 - (e) More than 30 years of membership..... 35 days
5. Shall not be required to replace the sick leave days used from the bank except as assessed at the beginning of the year.
 6. Each request will be made to the superintendent's office on a sick leave bank form as soon as possible, but no later than 30 days after the first day needed. A physician's statement must be included.
 7. Alleged misuse of the family sick leave bank shall be investigated upon finding of wrong doing the employee shall repay all benefits drawn from the bank and be liable for employee's salary paid for sick leave.
 8. Once accumulated sick leave bank days have been exhausted, participants will begin to accumulate days as a new member at one year's membership (D.4 (a) above).
 9. If a member has exhausted his/her benefits, he/she may no longer claim newly acquired days for the same disability.

E. Cancellation:

1. Made in writing to the superintendent's office by September 1.
2. Shall not be eligible to withdraw any sick leave days contributed.
3. After cancellation, the procedure under B. Enrollment must be followed for reenrollment.

F. Administration:

1. The Sick Leave Bank will be administered by the personnel policy committee.
2. A quorum shall consist of five members of the committee
3. Responsibilities
 - (a) Establish a procedure and guidelines for approving application
 - (b) Monitor the sick leave bank
 - (c) Establish the assessment each year
 - (d) Investigate alleged misuse
 - (e) Perform other duties as necessary

Adopted: 1993

Revised: September 2011

PERSONAL LEAVE AND ABSENCES FOR CLASSIFIED STAFF (GCRGC)

A. PERSONAL LEAVE

All classified employees shall be granted three days of personal leave annually. Requests for leave must be made one day in advance to the employee's supervisor, except in case of emergencies. Leave will be granted unless the supervisor determines that the leave will create an undue hardship for student, parents or fellow staff members. Unused personal leave days will be accumulated as sick leave days.

B. NO CALL/NO SHOW

Any contracted Sheridan School District employee who is unable to report to work must contact his/her campus principal or immediate supervisor immediately upon realizing that he/she will be absent from work. Not reporting to work and not calling to report the absence is considered no call/no show and is a serious matter. The first absence of no call/no show will result in a written warning. Any no call/no show lasting three (3) consecutive days will be considered job abandonment and may result in a recommendation to the Board of Education for the termination of the employee's contract.

Extenuating circumstances may be considered when determining disciplinary action for a no call/no show absence (for instance, if the employee is in a serious accident and unable to communicate). The school district has the right to exercise discretion in such cases.

Revised: May 1987

Revised: September 2011

Revised: December 2012

District-Wide Employees' Section

EQUAL EMPLOYMENT OPPORTUNITY (GAB)

The Sheridan Board of Education shall conduct the school system on a nondiscriminatory and non-segregated basis. In the employment of personnel, the board will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

Based on current practice and adopted 1978.

NON-DISCRIMINARY POLICY (GAC)

It is the policy of the Sheridan School District to provide equal opportunities without regard to race, color, national origin, sex, age, qualified handicap, or veteran in its educational programs and activities.

Legal Ref.: Title VI 1964
 Title IX 1972
 Section 504 1973
Adopted: October 1989

PROFESSIONAL DEVELOPMENT OPPORTUNITIES (11.1.1)

For the purposes of this policy, professional development (PD) means a set of coordinated, planned learning activities for District employees who are required to hold a current license issued by the State Board of Education as a condition of employment that:

- Is required by statute or the Arkansas Department of Education (ADE); or
- Meets the following criteria:
 - Improves the knowledge, skills, and effectiveness of teachers;
 - Improves the knowledge and skills of administrators and paraprofessionals concerning effective instructional strategies and methods;
 - Leads to improved student academic achievement; and
 - Is researched-based and standards-based.

All employees shall attend all local PD training sessions as directed by his/her supervisor.

The District shall develop and implement a professional development plan (PDP) for its licensed employees. The District's PDP shall, in part, align District resources to address the PD activities identified in each school's Arkansas Comprehensive School Improvement Plan (ACSIP) and incorporate the licensed employee's PDP. The plan shall describe how the District's categorical funds will be used to address deficiencies in student performance and any identified academic achievement gaps between groups of students. At the end of each school year, the District shall evaluate the PD activities' effectiveness in improving student performance and closing achievement gaps.

Each licensed employee who is on a 190 day contract shall receive a minimum of sixty (60) hours of PD annually to be fulfilled between July 1 and June 30. All licensed employees are required to obtain thirty six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.

Licensed employees who are prevented from obtaining the required PD hours due to their illness or the illness of an immediate family member as defined in A.C.A. § 6-17-1202 have until the end of the following school year to make up the deficient hours. Missed hours of PD shall be made up with PD that is substantially similar to that which was missed and can be obtained by any method, online or otherwise, approved by ADE. This time extension does not absolve the employee from also obtaining the following year's required hours of PD. Failure to obtain required PD or to make up missed PD could lead to disciplinary consequences, up to termination or nonrenewal of the contract of employment.

The goal of all PD activities shall be improved teaching and learning knowledge and skills that result in individual, team, school-wide, and District-wide improvement designed to ensure that all students demonstrate proficiency on the state's academic standards. The District's PD plan shall be research-based and standards-based and in alignment with applicable ADE Rules and/or Arkansas code.

Teachers, administrators, and paraprofessionals shall be involved in the design, implementation, and evaluation of the plan for their own PD offerings. The results of the evaluation made by the participants in each program shall be used to continuously improve the District's PD offerings and to revise the school improvement plan.

Flexible PD hours (flex hours) are those hours which an employee is allowed to substitute PD activities, different than those offered by the District, but which are still aligned to the employee's Individual Improvement Plan, Professional Growth Plan, or the school's ACSIP. The District shall determine on an annual basis how many, if any, flex hours of PD it will allow to be substituted for District scheduled PD offerings. The determination may be made at an individual building, a grade, or by subject basis. The District administration and the building principal have the authority to require attendance at specific PD activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex PD hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the licensed employee's required hours shall equal one contract day. Hours of PD earned by an employee that are not at the request of the District and are in excess of the employee's required hours, or not pre-approved by the building principal, shall not be credited toward fulfilling the required number of contract days for that employee. Hours earned that count toward the licensed employee's required hours also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for PD hours earned at the request of the District that necessitate the employee work more than the number of days required by their contract.

Teachers and administrators who, for any reason, miss part or all of any scheduled PD activity they were required to attend, must make up the required hours in comparable activities which are to be pre-approved by the employee's appropriate supervisor.

To receive credit for his/her PD activity each employee is responsible for obtaining and submitting documents of attendance, or completion for each PD activity he/she attends. Documentation is to be submitted to the building principal or designee. The District shall maintain all documents submitted by its employees that reflect completion of PD programs, whether such programs were provided by the District or an outside organization.

To the extent required by ADE Rules, employees will receive up to six (6) hours of educational technology professional development that is integrated within other professional development offerings including taking or teaching an online or blended course.

The following PD shall count toward a licensed employee's required PD hours to the extent the District's or school's PD plan includes such training, is approved for flex hours, or is part of the employee's PDP and it provides him/her with knowledge and skills for teaching:

- Students with intellectual disabilities, including Autism Spectrum Disorder;
- Students with specific learning disorders, including dyslexia;
- Culturally and linguistically diverse students;
- Gifted students.

Beginning in the 2013-14 school-year and every fourth year thereafter, all mandated reporters and licensed personnel shall receive two (2) hours of PD related to child maltreatment required under A.C.A. § 6-61-133(d)(e)(2). For the purposes of this training, "mandated reporters" includes school social workers, psychologists, and nurses.

Beginning in school-year 2014-15 and every fourth year thereafter, teachers shall receive two (2) hours of PD designed to enhance their understanding of effective parental involvement strategies.

Beginning in school-year 2014-15 and every fourth year thereafter, administrators shall receive two (2) hours of PD designed to enhance their understanding of effective parental involvement strategies-and the importance of administrative leadership in setting expectations and creating a climate conducive to parental participation.

Beginning in the 2015-16 school-year and every fourth year thereafter, all licensed personnel shall receive two (2) hours of PD in teen suicide awareness and prevention which may be obtained by self-review of suitable suicide prevention materials approved by ADE.

Beginning in the 2016-17 school-year and every fourth year thereafter, teachers who provide instruction in Arkansas history shall receive at least two (2) hours of PD in Arkansas history as part of the teacher's annual PD requirement.

Anticipated rescuers shall receive training in cardiopulmonary resuscitation and the use of automated external defibrillators as required by ADE Rule. Such training shall count toward the required annual hours of PD.

At least once every three (3) years, persons employed as athletics coaches shall receive training related to the recognition and management of concussions, dehydration, or other health emergencies as well as students' health and safety issues related to environmental issues and communicable diseases. The training may include a component on best practices for a coach to educate parents of students involved in athletics on sports safety.

All licensed personnel shall receive training related to compliance with the District's antibullying policies.

For each administrator, the thirty six (36) hour PD requirement shall include training in data disaggregation, instructional leadership, and fiscal management. This training may include the Initial, Tier 1, and Tier 2 training required for Superintendents and other designees by ADE's Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements.

Building level administrators shall complete the credentialing assessment for the teacher evaluation PD program prior to conducting any summative teacher evaluations.

Teachers' PD shall meet the requirements prescribed under the Teacher Evaluation Support System (TESS).

By the end of the 2014-15 school-year, teachers shall have received professional awareness on the indicators of dyslexia and the science behind teaching a student who is dyslexic.

Teachers required by the superintendent, building principal, or their designee to take approved training related to teaching an advance placement class for a subject covered by the College Board and Educational Testing Service shall receive up to thirty (30) hours of credit toward the hours of PD required annually.

Licensed personnel may earn up to twelve (12) hours of PD for time they are required to spend in their instructional classroom, office or media center prior to the first day of student/teacher interaction **provided** the time is spent in accordance with state law and current ADE rules that deal with PD. The hours may be earned through online PD approved by the ADE provided the PD relates to the district's ASCIP and the teacher's professional growth plan. Licensed personnel who meet the requirements of this paragraph, the

associated statute, and ADE Rules shall be entitled to one hour of PD for each hour of approved preparation.

Licensed personnel shall receive fifteen (15) PD hours for a three-hour undergraduate or graduate level college course that meets the criteria identified in law and applicable ADE rules. A maximum of eighteen (18) such hours may be applied toward the thirty six (36) hours of PD required annually for license renewal.

Employees who do not receive or furnish documentation of the required annual PD jeopardize the accreditation of their school and academic achievement of their students. Failure of an employee to receive his/her required annual hours of PD in any given year, unless due to illness as permitted by law, ADE Rule, and this policy, shall be grounds for disciplinary action up to and including termination.

Approved PD activities may include:

- Conferences/workshops/institutes;
- Mentoring/peer coaching;
- Study groups/learning teams;
- National Board for Professional Teaching Standards Certification;
- Distance and online learning (including ArkansasIDEAS);
- Internships;
- State./district /school programs;
- Approved college/university course work;
- Action research; and
- Individually guided (to be noted in the employee's PDP).

Approved PD activities that occur during the instructional day or outside the licensed employee's annual contract days may apply toward the annual minimum PD requirement.

PD activities shall relate to the following areas:

- Content (K-12);
- Instructional strategies;
- Assessment/data-driven decision making;
- Advocacy/leadership/fiscal management;
- Systemic change process;
- Standards, frameworks, and curriculum alignment;

- Supervision; mentoring/peer coaching;
- Next generation learning/integrated technology;
- Principles of learning/developmental stages/diverse learners;
- Cognitive research;
- Parent involvement/academic planning and scholarship;
- Building a collaborative learning community;
- Student health and wellness; and
- The Code of Ethics for Arkansas Educators.

Additional activities eligible for PD credit, as included in the District, school, and licensed employee's PDP, include:

- School Fire Marshall program (A.C.A. § 6-10-110);
- Tornado safety drills (A.C.A. § 6-10-121);
- Literacy assessments and/or mathematics assessments (A.C.A. § 6-15-420);
- Test security and confidentiality (A.C.A. § 6-15-438);
- Emergency plans for terrorist attacks (A.C.A. § 6-15-1302);
- Teacher Excellence and Support System (A.C.A. § 6-17-2806);
- Student discipline training (A.C.A. § 6-18-502);
- Student Services Program (A.C.A. § 6-18-1004);
- Training required by ADE under academic, fiscal and facilities distress statutes and rules; and
- Annual active shooter drills (6-15-1303).⁹

Cross-References: Policy 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION

Policy 4.37—EMERGENCY DRILLS

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04

ADE Rules Governing Professional Development

ADE Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements

A.C.A. § 6-10-121

A.C.A. § 6-10-122

A.C.A. § 6-10-123

A.C.A. § 6-15-404(f) (2)

A.C.A. § 6-15-420

A.C.A. § 6-15-426(f) (g) (h)

A.C.A. § 6-15-438

A.C.A. § 6-15-1004(c)

A.C.A. § 6-15-1302
A.C.A. § 6-15-1303
A.C.A. § 6-15-1703
A.C.A. § 6-16-1203
A.C.A. § 6-17-703
A.C.A. § 6-17-704
A.C.A. § 6-17-708
A.C.A. § 6-17-709
A.C.A. § 6-17-2806
A.C.A. § 6-17-2808
A.C.A. § 6-18-502(f)
A.C.A. § 6-18-514(f)
A.C.A. § 6-20-2204
A.C.A. § 6-20-2303 (15)
A.C.A. § 6-41-608
A.C.A. § 6-61-133

Date Adopted: January 19, 2015
Last Revised:

COMPLAINTS AND GRIEVANCES (GAE)

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

Definitions

“**Grievance,**” as used in this policy, is a claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this school district. An employee can file a grievance about not being paid properly, a policy not being followed or misinterpreted, or that their duties are unreasonable, etc. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be filed against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision. It is important to understand the implications of the language contained in this paragraph. Only matters specified in the first sentence of the paragraph are, in fact, grievable. No

employee is prohibited from filing a grievance and advancing it even though the administration may not deem it grievable. The Teacher Fair Dismissal Act (TFDA) provides a remedy for teachers who disagree with a write up or an improvement plan.

The teacher, under the TFDA, has the right to create and to have become a permanent part of his/her personnel file any sort of reply or rebuttal he/she might care to make. A group of employees who have the same grievance may file a group grievance.

“Group Grievance” as used in this policy, is a grievance that may be filed as a group if it meets the following criteria: (meeting the criteria does not ensure that the subject of the grievance is, in fact, grievable)

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

“Employee” as used in this policy, is defined as any person employed under a contract by this school district.

Process

Level 1 – An employee who believes that he/she has a grievance shall inform the employee’s immediate supervisor of the potential grievance and discuss the matter with his/her immediate supervisor within five (5) working days of the occurrence of the grievance. The employee may have a witness or representative who is not a member of the employee’s immediate family present when the employee informs his/her supervisor of the potential grievance. (The five day requirement does not apply to grievances concerning back pay.) If the grievance is not advanced to **Level 2** within ten (10) working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to **Level 2**. To do this, the employee must complete the top half of the **Level 2 Grievance Form** (attached) within ten (10) working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Level 2

Grievance Form to his/her immediate supervisor at this time. The immediate supervisor will have ten (10) working days to respond to the grievance using the bottom half of the Level 2 Grievance Form which the employee will submit to his/her immediate supervisor or building principal or in the event that the employee's immediate supervisor is the building principal, the form should be presented to the superintendent.

Level 2 (when appeal is to the building principal) – Upon receipt of a Level 2 Grievance Form, the building principal will have ten (10) working days to schedule a conference with the employee filing the grievance. The principal shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the principal will have ten (10) working days in which to deliver a written response to the grievance to the employee. If the grievance is not advanced to Level 3 within ten (10) working days the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

Level 2 (when the appeal is to the superintendent) – Upon receipt of a Level 2 Grievance Form, the superintendent will have ten (10) working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten (10) working days in which to deliver a written response to the grievance to the employee.

Level 3 – If the proper recipient of the Level 2 Grievance was the building principal, and the employee remains unsatisfied with the written response to the grievance, the employee may advance the grievance to the superintendent by submitting a copy of the Level 2 Grievance Form and the principal's reply to the superintendent within ten (10) working days of his/her receipt of the principal's reply. The superintendent will have ten (10) working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at the conference. After the conference, the superintendent will have ten (10) working days in which to deliver a written response to the grievance of the employee.

Appeal to the School Board – An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's

decision to the School Board within ten (10) working days of receipt of the superintendent's written response by submitting a written request for a board hearing to the superintendent.

Date stamp the request for a board hearing upon receipt. If the grievance is not appealed to the School Board within ten (10) working days of receipt of the superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to the said grievance.

The School Board will address the grievance at the next regular meeting of the School Board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level 2 Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the groups meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable.

If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level 1 of the process.) If the board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the School Board. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen (18) years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the School Board may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision shall be announced no later than the next regular School Board meeting.

Records

Records related to grievances will be filed and will be kept in, or made part of, the personnel file of any employee.

Reprisals

No reprisals of any kind will be taken or tolerated against any employee because he/she has filed or advanced a grievance under this policy.

Adopted: May 2010

PAYROLL DEDUCTIONS (GAL)

Except for payroll deductions required by the state or federal government, all deductions made from salary shall be subject to board approval and voluntary on the part of the individual employee. For all voluntary deductions, the employee shall complete a form authorizing the deduction and the specific amount. The superintendent is authorized to establish reasonable cut-off dates for payroll deduction requests.

Payroll deductions will not be made for groups smaller than ten employees. (Revised 1982)

EMPLOYEE DRUG USE (GAMA)

It is the policy of the Sheridan Schools that illegal drug or alcohol distribution or use by school employees while in the performance of their job responsibility is totally unacceptable. If there is reasonable evidence to suspect an employee is using illegal drugs or alcohol while in the performance of his or her duty, the employee's supervisor, in consultation with the superintendent, may indefinitely suspend the employee, with pay, pending a thorough investigation.

If there is sufficient evidence to consider disciplinary action, the employee will be afforded due process rights including a hearing before the board. If there is a finding of fact, the employee will be subject to indefinite suspension without pay pending successful completion of an approved rehabilitation program, at the employee's expense, or termination of his or her contract with referral for prosecution.

Legal Ref.: P.L. 101-226

Adopted: May 1991

MATERNITY LEAVE (GBRIBA)

In granting maternity leave to employees, the welfare of the employee, students and the continuity of their educational program and of school operations shall be considered. The board wishes to cooperate with employees who desire leave for maternity purposes and shall do so by setting forth the following policy provisions:

1. An employee who becomes pregnant and wishes to continue her employment shall provide notice to her supervisor as soon as pregnancy has been medically determined.
2. The pregnant employee must submit a written statement (from her physician) which shall include the following: (a) anticipated date of delivery, and (b) the date until which the (physician certifies that the pregnant) employee can continue her work responsibilities without her efficiency or health being adversely affected.
3. The employee will normally be permitted to continue her employment until the date authorized by her physician unless the employee requests leave at an earlier date. The district does reserve the right to review the employee's job performance during pregnancy, to request a statement from the physician as to current physical condition, and in the event the superintendent concludes that the employee's job performance is unsatisfactory, to require the employee to take leave of absence at an earlier date.
4. When maternity leave is requested and granted, employees may use accumulated sick-leave and personal days until they are depleted. Any additional days missed shall be leave without pay.
5. Employees will be expected to return to work in a reasonable amount of time.

Adopted: May 1993

STUDENT - EMPLOYEE RELATIONSHIP (GE)

No employee of the district shall enter into or engage in any type of inappropriate personal relationship with any student of the district. All contact should be conducted in a strictly professional capacity and related to academics or academic activities, school sponsored extra-curricular activities or duties assigned pursuant to contract. Any other activity shall be grounds for disciplinary action including dismissal.

Adopted: June 1993

**STAFF MEETINGS
(GF)**

The building level administrator shall be responsible for the operation of his/her building, including the organization and function of his/her staff to constantly improve the quality of instruction. In an effort to attain the goal of a highly competent and functional staff, he/she shall initiate at least, but not limited to, a monthly schedule of regular faculty meetings to facilitate the educational coordination of his/her staff.

Adopted: June 1993

**GIFTS
(GG)**

Staff members shall be discouraged from accepting elaborate gifts from pupils, parents, or patrons.

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 will always welcome and consider more appropriate than gifts, the writing of letters to staff members expressing gratitude or appreciation.

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

Adopted: June 1993

**PRIZES
(GH)**

No staff member shall personally profit from any rewards or incentives that occur as the result of sales or fund raising through the school.

Adopted: June 1993

**HARASSMENT “BULLYING”
(GI)**

It is the policy of the Sheridan School Board that employees shall be free of harassment, threats or harmful actions commonly referred to as “bullying”.

To that end bullying will not be tolerated in the Sheridan Schools.

- A. Bullying is behavior that is aggressive and is used to harm or disturb others in a physical or psychological manner. The aggressive behavior occurs frequently over a period of time with an imbalance of power between the victim and perpetrator (the bully is physically or mentally stronger).
- B. Forms of bullying behaviors that are prohibited include, but are not limited to, verbal, physical or psychological actions such as: threatening, name-calling, hitting, spreading rumors, extorting money, and social isolation/exclusion. Teasing will be considered and/or the victim experiences distress or fear as a result of the repeated teasing behaviors.
- C. Bullying behaviors are prohibited on school property, at school sponsored activities, and on school buses.
- D. Consequences for bullying behavior will be immediately administered to the perpetrator at the age and development level appropriate for comprehension. Consequences will range from a verbal reprimand to termination.
- E. Any school employee who has witnessed or has reliable information that a person is a victim of bullying behavior shall report the incident to the principal of the school.
- F. Notice of what constitutes bullying and the consequences of engaging in bullying will be provided annually to parents, students, school volunteers, and school employees. Notices will be posted in every classroom, restroom, gymnasium, auditorium and bus in the district.
- G. Full copies of the Sheridan School District’s bullying policy will be made available to anyone upon request.

Adopted:

Legal Ref.: Act 1437 of 2005

SEXUAL HARASSMENT (GJ)

Sexual harassment is a form of employee misconduct that undermines the integrity of the employment relationship. Sexual harassment refers to

behavior of a sexual nature that is not welcome, that is personally offensive, and that debilitate morale.

Sexual harassment may include but is not limited to actions, such as:

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

In fulfilling our obligation to maintain a positive and productive work environment, the board and district officials will make every attempt to halt any harassment of which they become aware by calling attention to this policy or by direct disciplinary action, including suspension, demotion, or removal.

Employees who feel they are being sexually harassed are to file a written complaint with the offending party’s immediate supervisor. The employees’ supervisor will investigate the complaint and take or recommend appropriate action.

Staff members are obligated by policy to diligently pursue any complaint of sexual harassment made to them by a student. All allegations of sexual harassment will be reported to the building principal who will investigate such allegations. The principal will take appropriate action based upon his/her findings.

Adopted: June 1993

Revised: April 1998

**COMMUNICABLE DISEASES
(HIV INFECTION, AIDS)
(GK)**

EMPLOYEES WITH CHRONIC COMMUNICABLE DISEASES

1. District personnel and community agency representatives are responsible for notifying the superintendent whenever they are aware of an employee suspected of having a chronic communicable disease.

2. Upon notification, the superintendent will contact appropriate health officials for advice regarding applicable regulations. If the superintendent has reasonable cause to believe that the employee is an infected individual, the superintendent will require the employee to provide appropriate medical reports or submit to a medical evaluation. The cost of a requested medical evaluation will be borne by the board of education.
3. In the event that the medical data reveals that the employee has been diagnosed as having a chronic communicable disease, the determination of whether or not that employee should be permitted to remain employed in the capacity that involves contact with students or other employees will be made on a case-by-case basis. The superintendent will schedule a meeting for that purpose with the following individuals in attendance:
 - Employee and/or representative
 - Local health department representative
 - Reporting physician
 - Legal counsel, if desired
 - Superintendent and/or representative
 - Building principal
4. Upon a finding of fact, the superintendent shall report to the Arkansas State Board of Education and the Aids Advisory Committee as required by law.
5. If the superintendent, in consultation with medical or health authorities, believes the case poses a significant health threat, the superintendent will remove the employee from the workplace with pay until the meeting (#3 above) is held.
6. At the meeting held to determine the employment status of the infected employee, the individuals present will base their determination of this:
 - The physical condition of the employee
 - The expected type of interaction with others in the setting
 - The risks and benefits of both the infected employee and others in that setting
7. If following the meeting the superintendent, in consultation with medical or health authorities, believes the employee poses a significant health threat, the superintendent may indefinitely suspend the employee. The employee may use accumulated sick leave or appropriate earned leave. When said leave is exhausted the employee will be suspended without

pay, until such time that the health of the employee warrants lifting the suspension.

8. In all cases the confidentiality of the employee will be honored at all times. Only those with a “need to know” will be informed. The district will neither confirm nor deny suspicion or knowledge of the employee or their condition even if public knowledge is alleged.

Adopted: June 1993

STAFF HEALTH AND SAFETY DRUG AND ALCOHOL TESTING (GL)

The safety and security of Sheridan School District’s students and employees shall be a priority and always maintained.

The superintendent is directed to develop and implement a mandatory drug and alcohol testing program for bus drivers, or any employee required to transport students by school bus which will include, but not limited to, compliance with and enforcement of all state and federal laws, rules and regulations.

Legal Refs. Federal Anti-Drug Program-49
CRR Parts 40 & 382
21 Code of Federal Regulations,
Parts 1301-1306, Schedules I-V
AR State Statute 75-1450 - 75-1460

Adopted: July 1995

RESIDENCE POLICY

New Hires

It is the policy of the Sheridan School District to require any Superintendent, Assistant Superintendent, Central Office Director Positions, Principal, Assistant Principal, or Head Coach of Senior High Football, Basketball, Baseball or Softball, hired or promoted to their position after July 1, 2011 to permanently reside within the boundaries of the school district. The failure to have moved to the district and/or to maintain a permanent residence inside of the district’s boundaries within two years of signing his or her contract of employment shall constitute grounds for nonrenewal of contract. This does not apply to those currently in any of the above-mentioned positions.

Adopted: June 13, 2011

CRIMINAL RECORDS CHECK

No person, licensed or noncertified (Classified), shall be eligible for employment, whether initial employment, re-employment, or continued employment, by a local school district or education service cooperative if in violation of Act 823 of 2007, which is the law requiring a Criminal Records Check. A Criminal Records Check involves having fingerprints made, the personal payment of fees, and signing a release of information. Arkansas State Police, FBI, and Department of Human Services Background checks are all required.

Arkansas Code 6-17-411 states that a Criminal Records check is a condition for initial employment and in some cases, the renewal of a teaching license, for licensed personnel. Arkansas Code 6-17-414 states that a Criminal Records check is a condition for initial employment of noncertified (Classified) personnel.

The Arkansas State Police and FBI Criminal Background Check require having fingerprints made and writing one check for *\$38.50 to the Sheridan School District.

Act 1173 of 2009 requires that beginning July 31, 2009, a condition for employment of all licensed and noncertified personnel is a Child Maltreatment Central Registry Check through the Arkansas Department of Human Services. A Child Maltreatment Central Registry Check may also be required for the renewal of a teaching license for some licensed personnel.

The applicant or employee shall sign a release of information to the Department of Education. The cost of the Child Maltreatment Central Registry Check is *\$10.00, which must be paid in the form of a check or money order payable to the Department of Human Services.

*Current Background Check Fees: \$ 38.50 – Sheridan School District
 10.00 – Central Registry (DHS)
 \$ 48.50 – Total Cost

The applicant or employee shall be responsible for the full payment of all fees as listed above by check or money order only. Cash cannot be accepted. The fees are nonrefundable.

**VACATIONS
LICENSED (CGPH) & CLASSIFIED (GCRH)**

Employees who are on a 240 days or higher contract are allowed two weeks vacation with pay annually. All vacation time must be used before the end of the fiscal year (June 30), with the exception of 10 days, which may be carried forward to the next year. Time earned the first year of employment will be pro-rated so all vacation anniversary dates are July 1. Employees who terminate service prior to the end of any fiscal year will earn days on a pro rata basis. Employees terminating service at the end of the fiscal year may take accumulated vacation time prior to termination. Employees shall be compensated for not more than 10 days of unused vacation upon separation from the Sheridan School District.

Exception:

Employees with accumulated vacation days on the effective date of the adoption of this policy (June 30, 2007) shall be compensated upon separation from the district for all accumulated vacation days at the employee's final daily rate of pay for 2006-07. Payment shall be made in accordance with Federal and State regulations at the time the employee leaves the District. The value of the accumulated days of each eligible employee shall be included in the financial statements of the District as a liability until the employee's separation from the District. There shall be no cash surrender value for unused vacation time beyond 10 days at separation of employment, exclusive of the exception stated herein.

Vacation schedules must be approved by the Office of the Superintendent.

Adopted: June 11, 2007

EMPLOYEE COMPUTER USE POLICY

The Sheridan School District provides computers and/or computer Internet access for many employees to assist employees in performing work related tasks. Employees are advised that they enjoy no expectation of privacy in any aspect of their computer use, including email, and that under Arkansas law both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act. Consequently, no employee or student-related reprimands or other disciplinary communications should be made through email.

Passwords or security procedures are to be used as assigned, and confidentiality of student records is to be maintained at all times. Employees must not disable or bypass security procedures, compromise, attempt to compromise, or defeat the district's technology network security, alter data without authorization, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The designated District Technology Administrator or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

Employees who misuse district-owned computers in any way, including excessive personal use, using computers for personal use during instructional time, using computers to violate any other policy, knowingly or negligently allowing unauthorized access, or using the computers to access or create sexually explicit or pornographic text or graphics, will face disciplinary action, up to and including termination or non-renewal of the employment contract.

Legal References: Children's Internet Protection Act; Federal Public Law 106-554

20 United States Code 6777

47 United States Code 254(h)

Arkansas Code Annotated § 6-21-107

Arkansas Code Annotated § 6-21-111

Adopted: June, 1996

Date Revised: April 19, 2011

EMPLOYEE ACCEPTABLE USE POLICY (AUP)

The Sheridan School District agrees to allow its employees to use the district's technology to access the Internet under the following terms and conditions:

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

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

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

4. Misuse of the District's access to the Internet, computers and computer network includes, but is not limited to, the following:
 1. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
 2. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
 3. posting anonymous messages on the system;
 4. using encryption software;
 5. wasteful use of limited resources provided by the school including paper;
 6. causing congestion of the network through lengthy downloads of files;
 7. vandalizing data of another user;
 8. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
 9. gaining or attempting to gain unauthorized access to resources or files;
 10. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;

- 11.using the network for financial or commercial gain without district permission;
- 12.theft or vandalism of data, equipment, or intellectual property;
- 13.invading the privacy of individuals;
- 14.using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
- 15.introducing a virus to, or otherwise improperly tampering with, the system;
- 16.degrading or disrupting equipment or system performance;
- 17.creating a web page or associating a web page with the school or school district without proper authorization;
- 18.attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- 19.providing access to the District's Internet Access to unauthorized individuals; or
- 20.taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- 21.making unauthorized copies of computer software;
- 22.personal use of computers during instructional time; or
- 23.installing software on district computers without prior approval of technology director or his/her designee;
- 24.using email to convey employee or student-related reprimands or other disciplinary communications.

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

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

7. Signature: The Employee, who has signed the attached AUP Agreement, has read this agreement and agrees to be bound by its terms and conditions.

Adopted: August, 2007

Date Revised: April 19, 2011

THIS IS FOR EXAMPLE ONLY, EMPLOYEES WILL COMPLETE THIS AGREEMENT EACH SCHOOL YEAR AND A COPY WILL BE RETAINED IN THE EMPLOYEES PERSONNEL FILE.

SHERIDAN SCHOOL DISTRICT

EMPLOYEE ACCEPTABLE USE POLICY AGREEMENT

Employee Name, please print your name

Campus Name

I have read the Sheridan School District EMPLOYEE ACCEPTABLE USE POLICY. I understand all provisions therein and I agree to follow all guidelines by signing below.

Employee's Signature

Date

- ❖ Please detach this form and turn it in to your building principal.

This form will be filed in your personnel file located at the Sheridan School District Central Office

- ❖ Please retain the Acceptable Use Policy for your records.

SOCIAL NETWORKING AND ETHICS

I. EDUCATIONAL PURPOSES:

District employees are encouraged to use educational technology, including professional or educational social networks, to raise student achievement and to improve communication with students and adults. However, technology, the Internet, and social networking websites also offer district employees many ways by which they can present themselves unprofessionally or interact with students or adults inappropriately.

II. APPROPRIATE USES:

A. It is the duty of district employees to appropriately manage all interactions with students and adults, regardless of whether contact or interaction occurs face-to-face or by means of technology, to ensure that an appropriate relationship with others is maintained. This includes instances when students or adults initiate contact or behave inappropriately themselves.

B. District employees are, and always have been, held to a high standard of behavior. District employees are reminded that whether specific sorts of contacts are permitted or not specifically forbidden by policy, they will be held to a high standard of conduct in all their interactions with students and adults, including other faculty and staff. Failure to create, enforce and maintain appropriate professional and interpersonal boundaries with others could adversely affect the District's relationship with the community and jeopardize the employee's employment with the district.

C. District employees may **not** set up blogs *or* other professional/education social media accounts using District resources without the prior written permission of the campus principal and the Director of Technology. Any existing District guidelines that pertain to communications with students, parents and the community concerning school-related activities and for the purpose of supplementing classroom instruction must be followed. Accessing professional/education social media during school hours is permitted.

III. CODE OF ETHICS:

The Arkansas Department of Education *Rules Governing the Code of Ethics for Arkansas Educators* requires licensed personnel to maintain a professional relationship with students, both inside and outside the classroom. The School Board encourages all licensed personnel to read and become familiar with the Rules. Conduct in violation of the *Rules Governing the Code of Ethics for Arkansas Educators* including, but not

limited to conduct relating to the inappropriate use of technology or online resources, may be reported to the Professional License Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

IV. STAFF EXPECTATIONS:

Sheridan School District employees should be aware of the potential danger in participating in the following forms of technology-based interactivity or connectivity:

- Sharing personal landline or cell phone numbers with students;
- Text messaging students;
- Emailing students other than through and to school controlled and monitored accounts;
- Soliciting students as friends or contacts on social networking websites;
- Accepting the solicitation of students as friends or contacts on social networking websites;
- Creation of administratively approved and sanctioned “groups” on social networking
- websites that permit the broadcast of information without granting students access to
- staff member’s personal information;
- Sharing personal websites or other media access information with students through
- which the staff member would share personal information and occurrences.

V. SOCIAL MEDIA ACCOUNTS and WEBSITES:

A. District employees are discouraged from creating personal social media accounts to which they invite students to be friends or followers. Employees taking such action do so at their own risk and are advised to monitor the site’s privacy settings regularly.

B. Staff shall not access social media websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration. All school district employees who participate in social media websites shall not post any school district data, documents, photographs taken at school or of students, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.

In compliance with A.C.A. §11-2-124, the District shall not require, request, suggest, or cause a current or prospective employee to:

1. Disclose the username and/or password to his/her personal social media account
2. Add an employee, supervisor, or administrator to the list of contacts associated with his/her personal social media account.
3. Change the privacy settings associated with his/her personal social media account; or
4. Retaliate against the employee for refusing to disclose the username and/or password to his/her personal social media account.

C. Notwithstanding any other provision in this policy, the District reserves the right to view any information about a current or prospective employee that is publicly available on the Internet.

D. In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accord with other District policy for using district equipment or network capability to access such an account.

Employees have no expectation of privacy in their use of District issued computers, other electronic devices, or use of the District's network. (See policy-EMPLOYEE COMPUTER USE POLICY)

Cross reference: EMPLOYEE COMPUTER USE POLICY

Legal reference: A.C.A. § 11-2-124
RULES GOVERNING THE CODE OF ETHICS FOR
ARKANSAS EDUCATORS

Date adopted: May 12, 2014

Administrative Guidelines

ADMINISTRATIVE GUIDELINES FOR LICENSED LEAVE

FOR PROFESSIONAL LEAVE

(Substitute is paid by the district)

CRITERIA TO BE MET:

- Must be a member of the organization which develops/sponsors the workshop
- Written notice of request is given 2 weeks in advance
- Eligible if the person(s) is an officer or an official delegate
- Eligible if the person(s) is a presenter
- Registration and fees will be paid by the participant

FOR PERSONAL LEAVE

(Substitute is paid by the district)

CRITERIA TO BE MET:

- 24 hour notice is required
- Teacher approval to make the trip depends upon the availability of substitute(s)
- Participant pays all fees and expenses

FOR SCHOOL BUSINESS LEAVE

(School pays all expenses and substitute)

CRITERIA TO BE MET:

- The person is sent as a representative of the school

NOTE: For any request concerning leave the staff member should ask for leave through the building principal. If the principal has questions about the request, they will discuss with the superintendent.

SHERIDAN SCHOOL DISTRICT JOB PERFORMANCE PLAN

PHILOSOPHY

- I. The professional staff evaluation program of the Sheridan Public Schools is based on the philosophy that evaluation is a cooperative and continuous process, undertaken and to facilitate the professional growth of the individual. Effective staff evaluation is an essential part of the total instructional program. Performance-based evaluation should be a cooperative effort among the Board of Education, administration and teaching staff. Standards and criteria in a job-based system should reflect measurable, observable and well defined staff behavior.
- II. Staff evaluation infers the belief that improvement of competence is always possible, and conversely that a need for improvement does not necessarily imply incompetence. An effective evaluation system should identify each staff member's strengths and areas for improvement as well as provide direction for maintaining and improving performance skills through professional staff development activities.
- III. Performance-based staff evaluation should provide a basis for a fair, objective decision-making process. The performance review of teachers is an administrative function, and the school district must provide the resources necessary to adequately train evaluators according to A.C.A. § 6-17-2801. Teachers' performance will be reviewed under the provisions and time lines of the Teacher Excellence Support System (TESS).

DUE PROCESS

- I. Each year the board shall require evaluators to submit evaluations on the effectiveness of teachers in their respective schools or programs and make recommendations for reemployment, reassignment, non-renewal, or dismissal.
- II. Evaluators may request assistance from the appropriate central office administrators in assessing staff performance.
- III. Each year the superintendent shall evaluate principals and central office administrators and make recommendations for reemployment, reassignment, non-renewal, or dismissal.
- IV. Each year the principals shall evaluate the assistant principals and make recommendations for reemployment, reassignment, non-renewal or dismissal.

- V. The evaluation instrument which is used is to be signed by the staff member and the designated administrator. One signed copy is to be given to the staff member.
- VI. An employee may submit a written response to the performance review which shall be attached to the file copy of the review in question.
- VII. Notices in writing shall be made early enough to give an employee fair warning that non-renewal or dismissal is imminent unless performance improves. All aspects of the state's Fair Dismissal Statute shall be followed.
- VIII. Employees may review the material in their personnel folder at any time. No derogatory material shall be placed in the employee's folder without the employee's knowledge.

I. Teachers

- A. Teachers, as required and governed by A.C.A. § 6-17-2801 et seq. and all applicable Arkansas Department of Education Rules, will be evaluated under the provisions and timelines of the Teacher Excellence Support System (TESS).
 - 1. "Teacher" has the same definition as A.C.A. § 6-17-2803(19).
 - 2. The superintendent or designee(s) shall develop procedures to govern the evaluation process and timelines to meet the requirements of ADE rules.
 - 3. Each school-year, the district will conduct a summative evaluation over all TESS domains and components on all probationary teachers as well as any teacher currently on an "intensive support" improvement plan or who has successfully completed intensive support or participated in an improvement plan during the current or previous school-year. All teachers not covered in the previous sentence will have a summative evaluation over all domains and components at least once every three years.
 - 4. "Probationary teacher" has the same definition as A.C.A. § 6-17-1502 and may or may not have the same meaning and legal significance as the word "probationary" as it is used in the Teacher Fair Dismissal Act statutes, A.C.A. 6-17-1501 et. seq.
 - 5. All teachers shall develop a Professional Growth Plan (PGP) annually which must be approved by the teacher's evaluator. If there is disagreement between a teacher and the teacher's evaluator concerning the PGP, the decision of the evaluator shall be final. The teacher's job performance will be measured based on how well the teacher's PGP goals have been met.

6. While teachers are required to receive a summative evaluation once every three years, the teacher's evaluator may conduct a summative evaluation each year.
7. In addition to a teacher's summative evaluation, an evaluator or designee shall conduct interim teacher appraisals (observations) during the year to provide a teacher with immediate feedback about the teacher's teaching practices; engage the teacher in a collaborative, supportive learning process; and help the teacher use formative assessments to inform the teacher of student progress and adapt teaching practices based on the formative assessments. A formal classroom observation conducted by an evaluator shall be for at least seventy-five percent (75%) of the class period.
8. Faculty members shall be notified at least twenty-four (24) hours before a formal (announced) observation is to occur.
9. Evaluators may also conduct informal classroom observations during the year for the same purpose as a formal classroom observation. Informal observations are of a shorter duration and unannounced.

Upon request, teachers may be granted one (1) additional formal (announced) observation.

II. EVALUATION CONFERENCES

A. PRE-OBSERVATION CONFERENCES

All formal (announced) observations shall be preceded by a conference between the evaluator and the faculty member to be observed. This does not preclude additional unannounced observations.

B. POST-OBSERVATION CONFERENCES

Post-observation conferences are required to confirm data collected, provide feedback and assistance to the faculty member.

1. At the conclusion of each post-conference for each formal (announced) observation, time may also be provided for a pre-conference (planning session) for the next required observation.
2. Each faculty member shall be provided written feedback on his/her required observations. A faculty member who disagrees with an observation or recommendation may submit a written answer which shall be included in his/her personnel file.

C. If an evaluator concludes a faculty member is doing unacceptable work, supporting reasons shall be set forth in specific terms to include:

1. A statement of what is unacceptable.
2. An identification of specific ways in which the teacher is to improve.
3. The assistance to be given to the faculty member by the evaluator and the school district as set forth in the Professional Growth Plan.

III. Administrators

- A. Administrators, as required by A.C.A. § 6-17-2809 et seq. and all applicable Arkansas Department of Education Rules, will be evaluated under the Leadership Excellence and Development System (LEADS).
 1. Building level or district level leader or administrator means an individual employed by the District whose job assignment is that of a building level or district level administrator or an equivalent role, including an administrator licensed by the State Board of Education, an unlicensed administrator, or an individual on an Administrator Licensure Completion Plan. Building level or district level leader does not include the superintendent or assistant superintendent.
 2. The superintendent or designee(s) shall develop procedures to govern the evaluation process and timelines to meet the requirements of ADE rules.
 3. Novice category and probationary building level or district level leaders, those building level or district level leaders who have been placed in the Intensive category, and those building level or district level leaders who have not had a summative evaluation the previous two years will have a summative evaluation. A building level or district level leader shall complete a PGP based on the standards and functions determined during the initial summative evaluation meeting with the superintendent or designee. If there is disagreement between a building level or district level leader and the leader's evaluator concerning the PGP, the decision of the evaluator shall be final.
 4. A Probationary building level or district level leader is one who has transitioned within the District from one building level or district level administrator position to another or who is hired by the District and has completed his/her novice category period at another district. The probationary period is one-year.
 5. The building level or district level leader shall annually revise his/her PGP and associated documents required under LEADS. His/her job performance will be measured on how well the PGP's goals have been met.
 6. While building level or district level leaders are required to have a summative evaluation once every three years, the Superintendent or designee may conduct a summative evaluation each year.

Legal References: A.C.A. § 6-17-1501 et seq.
A.C.A. § 6-17-2801 et seq. A.C.A. § 6-17-2809
Arkansas Department of Education Rules Governing the Teacher Excellence and Support System (TESS) and the Leader Excellence and Development System (LEADS)
Date revised: May 12, 2014

ADMINISTRATIVE GUIDELINES FOR STAFF PROMOTION AND COMPENSATION

When a licensed or classified employee is promoted to a higher position, they will be placed on the salary schedule of the new position at a point that is at least equal to the last contracted salary of that employee.

COMPENSATION TO EMPLOYEES CALLED TO ACTIVE DUTY IN EMERGENCY ACTIVITIES AFTER SEPTEMBER 11, 2001

During the period that an employee of the school district is called to active duty after September 11, 2001, as a member of the national Guard or any of the reserve components of the armed forces by order of the President or the Governor of an emergency nature or contingency for more than thirty (30) consecutive days, the employee shall be eligible for continued proportionate salary payments which, when combined with the employee's active duty pay, equal the amount that the employee would have otherwise received but for the employee's required active duty under the order of the President or the Governor.

Legal Ref: Arkansas Code §21-5-1203
Adopted: April 2005

ASBESTOS NOTICE

Pursuant to federal regulations, the Sheridan School District has conducted asbestos inspections and generated management plans that are on file for public inspection in the principals' offices and the maintenance office for the district.

The district has implemented an ongoing surveillance and inspection program for materials remaining in the district.

Legal Ref: AHERA 40 CFR §763

SHARED LEAVE

In the event of a severe illness of an employee or an employee's immediate family member, other employees may donate days of accrued sick leave or accrued annual leave to the affected employee if certain criteria are met.

Definitions:

“Severe Illness” - Any illness which is catastrophic in nature, which could not be anticipated, and that requires continuous in-patient or out-patient medical treatment. Any illness that causes an employee or the employee's immediate family member to be absent from duty for a prolonged period of time.

“Immediate Family Member” – An employee's father, mother, sister, brother, husband, wife, child, grandmother, grandfather, grandchild, in-laws or any individual acting as parent or guardian of an employee.

1. Eligibility to receive donated days:
 - A. Must be a contracted Sheridan School District employee.
 - B. Must have been employed by the Sheridan School District at least one full school year.
 - C. Must be a member of the district Sick Leave Bank and Family Sick Leave Bank.

2. In order to receive donated days, an employee:
 - A. Must have exhausted ALL possible accrued leave including:
 1. Sick Leave days.
 2. Vacation days (if applicable).
 3. Personal Leave days.
 4. Sick Leave Bank and Family Sick Leave Bank days.
 - B. Must have a severe illness or have an immediate family member with a severe illness.

 - C. Shall provide an acceptable medical certificate from a healthcare provider documenting the severe illness.

 - D. Must have applied in writing for shared leave to the

District Personnel Department using the Shared Leave Request Form.

- E. Must have received written approval to receive shared leave.
 - D. May receive a maximum of 2,080 hours of combined leave in a calendar year.
3. In order to be eligible as a donor of shared leave an employee:
- A. Must have accumulated earned sick leave and earned annual leave in excess of 80 hours.
 - B. Days to be donated must be confirmed and approved by the District Personnel Department.
 - C. May donate only the amount of accumulated earned sick leave and earned annual leave that will not cause the donating employee's leave to be less than 80 hours.
4. Licensed employees may only donate leave to licensed employees; classified employees may only donate leave to classified employees.
5. Any shared leave that is donated to an employee and is not used by the employee shall be transferred and added to either the Classified or Licensed Sick Leave Bank based on the receiving employee's job classification.

Act 997 of 2013
A.C.A. 21-4-203
A.C.A. 21-4-207 (f) (1)
A.C.A. 21-4-217

Adopted: February 9, 2015

This page left blank intentionally.