

# **CERTIFIED PERSONNEL POLICY MANUAL**

\*Note: All legal references can be located at the following website:

<http://www.arkleg.state.ar.us/NXT/gateway.dll?f=templates&fn=default.htm&vid=blr:code>

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### **3.0—CERTIFIED PERSONNEL POLICY COMMITTEE**

New members of the Personnel Policy Committee (herein after referred to as the PPC) will be elected in the first quarter of each school year. The committee shall develop a calendar of meetings throughout the year to review district's personnel policies. To include, but not limited to, the school calendar, evaluation instruments and all policies pertaining to certified staff. The PPC shall promptly report and distribute meeting minutes to the School Board and post them on each campus.

The Mayflower PPC will consist of three (3), faculty members from each campus, two (2) campus administrators and one (1) central office administrator.

The personnel policies of the Mayflower School District shall be considered to be incorporated as terms of the certified personnel contracts and shall be binding upon certified personnel and the district. Any changes or additions to the personnel policies may take effect before the following July 1 only if changes have been approved by a majority of the certified personnel employed by the district voting by secret ballot.

Each teacher or administrator, being employed by the Mayflower School District for the first time, shall be given a copy of the district's personnel policies in effect at the time of his employment. Each teacher or administrator shall be furnished a copy of any amendments to the personnel policies within thirty days after approval of the amendments by the board of directors of the district.

For clarification of personnel policy formulation guidelines refer to Section 1, Section 1.9.

Legal Reference: A.C.A § 6-17-204, 205, 206

Date Adopted: January 9, 2006

Last Revised:

### **3.1—CERTIFIED PERSONNEL SALARY SCHEDULE**

The Mayflower Public School system maintains a salary schedule, which is on file in the office of the superintendent and in the office of each principal.

All Mayflower Public School employees, whose salary is determined by the salary schedule, will be given credit for all graduate credit hours earned from a North Central Association or similarly accredited college or university.

Certified employees are classified for salary purposes according to the following criteria: BSE, BSE + 12, BSE + 24, MSE, MSE + 12, MSE + 24.

Eligible credits for salary advancement earned during the preceding school year or summer will be accepted provided the teacher submits a written statement indicating the level of anticipated salary advancement to the superintendent's office prior to July 5th. Such statement shall be supported by an official transcript delivered to the superintendent's office by October 5th of the current school year.

Teachers entering this system for the first time will receive full credit for each year of verifiable experience as a teacher with a valid Arkansas teaching license and teaching at any:

- A. Public School accredited by the Arkansas Department of Education or a nationally recognized accrediting association;
- B. Private school within the State of Arkansas accredited by a nationally recognized accrediting association; or
- C. Institution of higher education within the State of Arkansas accredited by a nationally recognized higher education institution accrediting association.

Teachers entering the system for the first time will received full credit for each year of verifiable experience as a teacher that has taught in an out-of-state public school accredited by the State's Department of Education or nationally recognized accrediting association.

\*\*\*A copy of the current/revised salary schedule will be included in this handbook

Legal References:      A.C.A. § 6-17-201, 202, 2403  
                                 A.C.A. § 6-20-2305(f)(4)  
                                 ACT 2307 of 2005

Date Adopted:            October 6, 2003  
Last Revised:            May 13, 2008

### **3.1F—CERTIFIED PERSONNEL PAYMENT OF SALARY**

Employees shall be employed for 190 days or as based on the job description and need of the school district.

In computing the employee's daily salary, the total annual salary shall be divided by the number of contracted days.

The annual salaries of personnel shall be paid in twenty-four (24) equal installments. Payments will be made on the 5th and 20th of each calendar month, unless it falls on a weekend at which time it will be paid on that Friday. If the 5<sup>th</sup> or 20<sup>th</sup> occurs during a scheduled break, payment will be made on the last contract day prior to the break.

In the event of a teacher's contract being terminated due to death, change in residence, or other personal reasons, proper adjustment will be made to carry out requirements of the contract in regard to the amount due the teacher.

In the event of the death of a teacher who is under contract and if death occurs during the school term, compensation will be made to the teacher's estate in the amount of accumulated sick leave the teacher had to his/her credit.

Date Adopted:            January 9, 2006  
Last Revised:

### **3.1G—CERTIFIED PERSONNEL WORKING HOURS**

Administrators, supervisors and building principals should ordinarily be in their buildings ahead of either pupils or teachers and should remain in their buildings until pupils and teachers have gone. Principals who leave their buildings for any purpose, other than attendance at civic clubs, principal's meetings, or other routine business affairs connected with the school, shall secure prior approval of the superintendent of schools for such absences.

All teachers in the Mayflower Public School system are expected to arrive at their individual school no later than 7:40 a.m. and remain there until 3:40 p.m.

The teachers of the district shall be permitted, upon proper notice to the office, to leave the campus during working hours when their students are being appropriately supervised as determined by the building principal.

The Mayflower School District will provide all certified employees at least a thirty (30) minute uninterrupted duty-free lunch.

Date Adopted: January 9, 2006

Last Revised:

### **3.2—CERTIFIED PERSONNEL EVALUATIONS**

Evaluation of certified personnel will be done annually.

The following guidelines will be used as a minimum number of observations of each staff member, utilizing the Teacher Appraisal System.

A copy of Evaluation Guide follows on pages 8a-8d.

Probationary Teacher

Minimum of 2 full lesson evaluations

Minimum of 6 classroom walk through evaluations

Non-Probationary Teacher

Minimum of 6 classroom walk through evaluations

Date Adopted: January 9, 2006

Last Revised: June 9, 2008

### **3.3—EVALUATION OF CERTIFIED PERSONNEL BY RELATIVES**

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

Date Adopted: January 9, 2006

Last Revised:

### **3.4—CERTIFIED PERSONNEL REDUCTION IN FORCE**

The School Board acknowledges its authority to conduct a reduction in force (RIF) when a decrease in enrollment or other reason(s) make such a reduction necessary or desirable. A RIF will be conducted when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the district as determined by the superintendent.

In effecting a reduction in force, the primary goals of the school district shall be: what is in the best interests of the students; to maintain accreditation in compliance with the Standards of Accreditation for Arkansas Public Schools and/or the North Central Association; and the needs of the district. A reduction in force will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the school district, and by examining the staffing of the district in each licensure area and/or, if applicable, specific grade levels.

If a reduction in force becomes necessary in a licensure area or grade level(s), the RIF shall be conducted for each licensure area or specific grade level on the basis of each employee's points as determined by the schedule contained in this policy. The teacher with the fewest points will be laid off first. There is no right or implied right for any teacher to "bump" or displace any other teacher.

#### **Points**

- Years of service in the district—1 point per year
  - All certified position years in the district count including non-continuous years
  - Service in any position not requiring teacher licensure does not count toward years of service
- Graduate degree in the area of licensure applicable to credit of points (only the highest level of points apply)
  - 1 point—Master's degree
  - 2 points—Master's degree plus thirty additional hours
  - 3 points—Educational specialist degree
  - 4 points—Doctoral degree
- National Board of Professional Teaching Standards certification—3 points
- Additional academic content areas of endorsement as identified by the state board—1 point per area
- Certification for teaching in a state board identified shortage area—2 points
- Multiple areas and/or grade levels of licensure as identified by the state board—1 point per additional area or grade level as applicable

A teacher with full licensure in a position shall prevail over a teacher with greater points. All points awarded must be verified by documents on file with the District by October 1 of the current school year. Each teacher's points shall be totaled with teachers ranked by the total points from highest to lowest in the licensure areas in which they have been assigned within the last two years, including the current year. In the event that a teacher's assignment is different this school year from the previous school year, separate point totals shall be developed for each area of assignment. All teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each

teacher has ten (10) working days within which to appeal his or her assignment of points with the superintendent whose decision shall be final.

In the event the district is involved in an annexation or consolidation, teachers from all the districts involved will be ranked according to years of service, licensure, degrees, and training. A year of teaching at an annexed or consolidated district will be counted the same as a year at the receiving or resulting district. No credit for years of service will be given at other public or private schools, or for higher education or Educational Service Cooperative employment.

Pursuant to any reduction in force and as a part of it, the salaries of all teachers will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule and further adjustments made if length of contract or job assignments change.

If a teacher is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to two (2) years. The non-renewed teacher shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies shall be by certified mail and the non-renewed teachers shall have 10 working days from the date that the notification is received in which to accept the offer of a position. A lack of response or a teacher's refusal of a position shall end the district's obligation to replace the laid-off teacher.

Legal Reference: A.C.A. § 6-17-2406

Date Adopted: January 9, 2006

Last Revised:

### **3.5—CERTIFIED PERSONNEL CONTRACT**

The hiring of a certified school employee is to be evidenced by a written contract which is binding on both the employee and the employer. Contracts will be issued according to Teacher Fair Dismissal Act.

The annual contracts of all teachers shall be renewed unless the guidelines established under the Teacher Fair Dismissal Act have been followed for non-renewal or termination.

The renewal of the superintendent's contract will be considered no later than the February board meeting. The renewal of the contracts for other administrators will be considered no later than the March board meeting.

The renewal of contracts for teachers and all other certified staff will be considered no later than the April board meeting.

An established number of formal evaluations will precede the consideration for renewal of all personnel contracts.

Upon renewal, an employee shall have thirty (30) days from the date of the receipt of his/her contract for the following school year in which to return the contract, signed, to the office of the superintendent. The date of receipt of the contract shall be presumed to be the date of a cover memo which will be attached to the contract.

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

In the event of a teacher's contract being terminated due to death, change in family residence, or other personal reasons, proper adjustment will be made to carry out requirements of the contract in regard to the amount due to the teacher.

In the event of the death of a teacher during the contract period, compensation will be made to the teacher's beneficiary.

Unless otherwise agreed upon by the school board and the superintendent, a resignation by a teacher must be submitted by registered or certified mail, or hand delivered to the school board and or superintendent within ten (10) calendar days after the end of the school year (ACA 6-17-1506). Resignations submitted after the tenth (10<sup>th</sup>) calendar day will be final when approved by the School Board.

Legal Reference:       A.C.A. § 6-17-1506 (c) (1)  
                              A.C.A. 6-17-1501 - 6-17-1510

Date Adopted:         January 9, 2006  
Last Revised:

### **3.6—CERTIFIED PERSONNEL EMPLOYEE TRAINING**

All employees shall attend all local professional development training sessions as directed by a supervisor.

The District shall develop and implement a plan for the professional development of its certified employees. The district's plan shall, in part, align district resources to address the professional development activities identified in each school's ACSIP. Each certified employee shall receive a minimum of sixty (60) hours of professional development annually to be fulfilled between June 1 and May 31. Professional development hours earned in excess of sixty (60) in the designated year cannot be carried over to the next year. The goal of all professional development activities shall be improved student achievement and academic performance that results in individual, school-wide, and system-wide improvement designed to ensure that all students demonstrate proficiency on the state criterion-referenced assessments. The district's professional development plan shall demonstrate scientifically research-based best practice, and shall be based on student achievement data and in alignment with ACTAAP rules and current Arkansas code.

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

Flexible professional development hours (flex hours) are those hours which an employee is allowed to substitute professional development activities, different than those offered by the district, but which still meet criteria of either the employee's Individual Improvement Plan or the school's ACSIP, or both. The district shall determine on an annual basis how many, if any, flex hours of professional development it will allow to be substituted for district scheduled professional development offerings. The determination may be made at an individual building, a grade, or by subject basis. The district administration and the building principal have the authority to require attendance at specific professional development activities. Employees must receive advance approval from the building principal for activities they wish to have qualified for flex professional development hours. To the fullest extent possible, professional development activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the sixty (60) hour requirement shall equal one contract day. Hours of professional development earned by an employee in excess of sixty (60) or not pre-approved by the building principal shall not be credited toward fulfilling the required number of contract days for that employee. Hours earned that count toward the required sixty (60) also count toward the required number of contract days for that employee.

Teachers and administrators who, for any reason, miss part or all of any scheduled professional development activity they were required to attend, must make up the required hours in comparable activities which are to be pre-approved by the building principal.

To receive credit for his/her professional development activity, each employee is responsible for obtaining and submitting documents of attendance for each professional development activity he/she attends. Documentation is to be submitted to the building principal or designee.

Teachers and administrators are required to obtain sixty (60) hours of approved professional development annually as part of licensure renewal requirements. At least six (6) of the sixty (60) annual hours shall be in the area of educational technology.

Teachers are required to receive at least two hours annually of their sixty (60) required hours of professional development designed to enhance their understanding of effective parental involvement strategies.

Teachers who provide instruction in Arkansas history shall receive at least two (2) hours of professional development in Arkansas history as part of the sixty (60) hours required annually.

Administrators are required to receive at least three hours annually of their sixty (60) required hours of professional development designed to enhance their understanding of effective parental involvement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parental participation. Each administrator's professional development is required to also include training in data disaggregation, instructional leadership and fiscal management.

Employees who do not receive or furnish documentation of the required annual professional development jeopardize the accreditation of their school and academic achievement of their students. Failure of an employee to receive sixty (60) hours of professional development in any given year shall be grounds for disciplinary action up to and including termination.

Approved professional development activities may include conferences, workshops, institutes, individual learning, mentoring, peer coaching, study groups, National Board for Professional Teaching Standards Certification, distance learning, internships, district/school programs, and approved college/university course work (3 hour college course = 15 hours). Professional development activities should be consistent with the objectives developed by the National Staff Development Council Standards.

Professional development activities shall relate to the following areas: content (K-12); instructional strategies; assessment; advocacy/leadership; systemic change process; standards, frameworks, and curriculum alignment; supervision; mentoring/coaching; educational technology; principles of learning/developmental stages; cognitive research; and building a collaborative learning community.

Cross-Reference: Policy 5.4 – STAFF DEVELOPMENT PROGRAM

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04  
ACTAAP Rules 5.0 – 5.07.1  
A.C.A. § 6-15-404(f)(2)  
A.C.A. § 6-17-703  
A.C.A. § 6-17-704  
A.C.A. § 6-15-1703  
A.C.A. § 6-20-2303(17)

Date Adopted: January 9, 2006

Last Revised:

### **3.8 – CERTIFIED PERSONNEL SICK LEAVE**

#### **Definitions**

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

#### **Sick Leave**

All certified employees shall be allowed sick leave with full pay at the rate of one day per contracted month beginning with the first day of employment. If any certified employee does not use the full amount allowed, the unused amount shall accumulate at the rate of one (1) day per contracted month to a maximum of one hundred twenty (120) days.

A certified employee leaving one school district to accept employment in the Mayflower School District shall be granted credits for any unused sick leave the teacher may have accumulated, but not to exceed one hundred twenty (120) days.

The principal has the discretion to approve sick leave for an employee to attend the funeral of a person who is not related to the employee, under circumstances deemed appropriate by the principal.

Pay for sick leave shall be at the employee’s daily rate of pay, which is that employee’s total contracted salary, divided by the number of days employed as reflected in the contract. Absences for illness in excess of the employee’s accumulated and current sick leave shall result in a deduction from the employee’s pay at the daily rate as defined above.

At the discretion of the principal (or superintendent), the Mayflower District may require a written statement of the employee’s physician. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

Should a teacher be absent frequently during a school year, and if such a pattern of absences continues, or is reasonably expected to continue, the superintendent may relieve the teacher of his assignment (with board

approval) and assign the teacher substitute duty at the teacher's daily rate of pay. Should the teacher fail, or otherwise be unable, to report for substitute duty when called, the teacher will be charged a day of sick leave, if available.

Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his assigned duties to an extent that the education of students is substantially adversely affected (at the determination of the principal or Superintendent) may result in dismissal.

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

Date Adopted:           January 9, 2006

Last Revised:

### **3.8F—ANNUAL PAY FOR UNUSED SICK LEAVE**

Maximum sick leave is one (1) day per month, ordinarily ten (10) days per year. It may accumulate to a maximum of one hundred twenty (120) days, if not fully used. At the end of each school year, teachers will be paid a bonus of \$40.00 per day for any unused sick leave after reaching the 120 day maximum accumulation, with the maximum bonus being for ten (10) days or one (1) day per month of employment in any given year.

Date Adopted: January 9, 2006  
Last Revised:

### **3.8G---SICK LEAVE REIMBURSEMENT AT RETIREMENT**

Any employee who has been employed for at least his/her last 5 years in the Mayflower School District who submits to ATRS for retirement benefits shall be eligible to receive payment for unused sick leave that has accumulated, up to a maximum of 120 days and according to the following stipulations:

- A. Vested in ATRS with 5 years service.
- B. Have at least twenty-five years of total service.
- C. Reimbursement to occur according to the following table:
  - 1. 50% of accumulated sick days for 5 year employees
  - 2. 60% of accumulated sick days for 6 year employees
  - 3. 70% of accumulated sick days for 7 year employees
  - 4. 80% of accumulated sick days for 8 year employees
  - 5. 90% of accumulated sick days for 9 year employees
  - 6. 100% of accumulated sick days for 10 year employees

The reimbursement rate will be calculated at the certified substitute teacher daily rate of pay times the number of unused sick days, up to a maximum of 120 days

Date Adopted: April 2003  
Last Revised: January 9, 2006

### **3.8H---BEREAVEMENT LEAVE**

In addition to sick/personal leave, any full-time employee shall be allowed 5 days bereavement leave upon suffering the death of a spouse, your or your spouse's child, grandchild, parent, grandparent, or sibling without loss of pay or sick leave.

Date Adopted:            March 1999  
Last Revised:            May 13, 2008

### **3.9—CERTIFIED PERSONNEL SICK LEAVE BANK**

The purpose of the Sick Leave Bank is to permit employees, upon approval by the Sick Leave Bank Committee, to obtain in excess of accumulated and current sick leave, when the employee has exhausted all such leave. Only those employees who contribute to the Sick Leave Bank shall be eligible to withdraw from the leave bank.

This program in no way alters or modifies existing district sick leave policy. It is intended to provide additional leave in serious or catastrophic circumstances where none currently exist or all other is exhausted.

#### **A. Eligibility**

1. Employee of the Mayflower School District
2. Employed at least one (1) full year in the Mayflower School District
3. Shall have accumulated a minimum of nine (9) sick leave days

#### **B. Enrollment**

1. Application must be made in writing to superintendent's office.
2. Must enroll by September 1.
3. Each new member will be assessed one (1) sick leave day.
4. Membership continues until cancellation is made as stated in Section "E".
5. Membership is voluntary and withdrawal shall result in forfeiture of all days contributed.

#### **C. Maintenance**

1. Assessment of the number of days in the sick leave bank will be made at the beginning of each school year.
2. No more than one (1) sick leave day for the sick leave bank will be assessed per year.
3. The bank shall have a minimum of eighty (80) sick leave days at the beginning of each year.
4. Unused days in the sick leave bank will carry forward into the next fiscal year.

#### **D. Utilization**

1. Used only by participating employees.
2. Used only after participating employees sick and personal leave have been exhausted.
3. Used only for catastrophic illness or disability of immediate family members (defined as spouse, child, parent, or any other relative provided the other relative lives in the same household as the teacher.).

4. Shall be eligible to draw the following number of days per year:
  - a. 1-10 years of membership.....10 days
  - b. 11-20 years of membership.....15 days
  - c. 21+ years of membership.....20 days
5. Each request will be made in writing to the superintendent's office along with a physician's statement.
6. Alleged misuse of sick leave bank shall be investigated and upon finding of wrongdoing, the employee shall repay all benefits drawn from the bank.
7. If a member is incapacitated, the committee may transact necessary sick leave action.
8. Sick leave bank days shall NOT be used for the customary absences associated with childbirth and child rearing.

**E. Cancellation of Membership**

1. Made in writing to the superintendent's office by September 1.
2. Shall not be eligible to withdraw sick leave days contributed.
3. After cancellation, enrollment procedures as described in section "B" above must be followed by re-enrollment.

**F. Administrative**

1. A seven (7) - member committee.
2. Must be a participating employee.
3. Elected for three (3) year term.
4. One (1) voting member will be appointed by the superintendent.
5. Shall elect a chairperson and vice chairperson.
6. The chairperson shall call a meeting of the committee within five (5) school days when a request is received.
7. A quorum will consist of four (4) members of the committee.
8. Responsibilities of committee:
  - a. Establish procedure for approving application.
  - b. Monitor sick leave bank.
  - c. Establish the assessment each year.
  - d. Investigate alleged misuse.
  - e. Perform other duties as necessary.
9. The Sick Bank Committee will consist of two (2) certified staff participating members from each campus, two (2) classified staff participating members from the District, and one (1) participating member that will be selected by the Superintendent.
10. As positions become available (move from District, retirement, etc.), positions will be filled according to the guidelines stated above.

**G. Withdrawals**

If the information provided to the committee is deemed by a majority of the committee to be insufficient, the Committee may require additional information or deny the employee's request, at its discretion.

The committee shall have the authority to grant, reduce or deny any request; however, the committee may grant no request, nor may any granted time may be withdrawn, when the employee accepts retirement; is eligible for Social Security Disability; or other disability insurance or the employee returns to work.

Legal Reference:       A.C.A. § 6-17-1208

Date Adopted:         January 9, 2006  
Last Revised:

### **3.10—CERTIFIED PERSONNEL PLANNING TIME**

A master schedule shall be created by the building level principal or his designee indicating when each teacher's planning period and scheduled lunch period will be. Planning time is for the purpose of scheduling conferences, instructional planning, and preparation. Each teacher will have the ability to schedule these activities during his/her designated planning time. Teachers may not leave campus during their planning time without prior permission from their building level supervisor.

The planning time shall be in increments of not less than forty (40) minutes and shall occur during the student instructional day unless a teacher requests, in writing, to have his/her planning time occur outside of the student instructional day. For the purposes of this policy, the student instructional day means the time that students are required to be present at school.

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

Date Adopted:         January 9, 2006  
Last Revised:

### **3.11—CERTIFIED PERSONNEL PERSONAL LEAVE**

At the beginning of every contract year, full-time employees will receive two (2) days of personal leave regardless of the number of accumulated days. An employee may take personal leave when he must be absent from work for reasons which do not entitle the employee to take sick leave.

Any portion of these two (2) days leave not used within a school year will be carried over and can accumulate up to a maximum of five days. At the end of the contract year, any unused personal leave days above the maximum accumulation of five days will roll over into sick leave.

Any employee desiring to take personal leave may do so by making a written request to his supervisor at least twenty-four (24) hours prior to the time of the requested leave. The twenty-four hour requirement may be waived by the supervisor when the supervisor deems it appropriate.

Lesson plans must be available to cover the length of absence.

Date Adopted: January 9, 2006

Last Revised: June 9, 2008

### **3.11F—CERTIFIED PERSONNEL MATERNITY/ADOPTION LEAVE**

Employees needing maternity leave will be allowed to use accumulated sick leave days if desired. After all sick days are used pay will be deducted at a prorated amount based on the number of contract days for each additional day missed.

Although state and federal guidelines may permit more leave time, the Mayflower School District will allow only a maximum of six (6) weeks of paid sick leave for maternity/adoption leave unless additional time is prescribed by a physician.

Date Adopted: January 9, 2006

Last Revised:

### **3.11G—CERTIFIED PERSONNEL VACATION**

Employees on a twelve (12) month contract period will be allowed two (2) weeks (10 working days) vacation time per year. This time can be used at the discretion of the employee with the approval of the superintendent. Any additional days absence will result in the appropriate deduction in pay.

Date Adopted: January 9, 2006

Last Revised:

### **3.11H—EXTENDED PERSONAL LEAVE WITHOUT PAY**

The district recognizes that contingencies and situations arise making it necessary or highly desirable that personnel be away from their duties for personal reasons other than those provided for under the sick leave policy. Therefore, a leave of absence without pay may be granted to teachers with five (5) consecutive years of service with the Mayflower School District. This leave will be for no less than 4 1/2 months and no more than twelve months (this is to include an entire semester or an entire school year). Any teacher granted this leave, will be reassigned to his/her previous position or a similar position at the previous rate of pay. This year will not count on the increment scale.

Teachers desiring this leave for the entire year must notify the superintendent, in writing, by June 30. Teachers desiring this leave for 4 1/2 months beginning in January must notify the superintendent, in writing by October 30. Any teacher granted a leave of absence without pay may continue to participate in any insurance program available to school employees by payment of the required premium to the payroll department so long as this is not in conflict with the provisions of the insurance policy.

Date Adopted: January 9, 2006

Last Revised:

### **3.12—CERTIFIED PERSONNEL PROFESSIONAL LEAVE**

“Professional Leave” is paid leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which improve the instructional program or the employee’s ability to perform his duties. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision.

During such approved leave, the employee’s pay shall not be deducted. If a substitute is needed during such approved leave, the District shall pay the full cost of the substitute.

Budgeting concerns may always be taken into consideration in reviewing a request for professional leave.

Date Adopted: January 9, 2006  
Last Revised:

### **3.13—CERTIFIED PERSONNEL PUBLIC OFFICE**

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

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

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

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

Legal Reference:       A.C.A. § 6-17-115

Date Adopted:         January 9, 2006

Last Revised:

### **3.14—CERTIFIED PERSONNEL JURY DUTY**

Employees are not subject to discharge, loss of sick leave, loss of vacation time or any other penalty due to absence from work for jury duty, upon giving reasonable notice to the District through the employee's immediate supervisor.

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

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

Legal Reference:       A.C.A. § 16-31-106

Date Adopted:         January 9, 2006

Last Revised:

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

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

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

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

Legal Reference:       A.C.A. § 6-17-1209

Date Adopted:         January 9, 2006  
Last Revised:

### **3.15F—CERTIFIED PERSONNEL MILITARY LEAVE**

Military leave shall be granted to any certified person who is inducted into or who enlists for active military service in time of war or other national emergency in accordance with the provisions of the Act of Congress requiring universal military service for meeting such emergency. Leave shall be granted without pay or benefits.

Military leave shall be granted to any certified person who is a member of a National Guard or Reserve Unit ordered to active duty by a proper authority in accordance with current law. Leave shall be granted without pay or benefits.

Military leave shall be granted to any certified person serving short term assignments for a reserve unit or the National Guard provided the certified person submits evidence that the short term assignment is mandatory and the other than on contracted school time. Leave shall be granted without pay or benefits.

In addition to any and all other days off provided for school district employees, up to two (2) additional days with pay will be available for those employees with immediate family who are under deployment orders for any overseas or war-time military assignment. These days will be named Military Deployment Days.

Date Adopted: January 9, 2006  
Last Revised:

### **3.16—CERTIFIED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES**

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

Teachers may purchase supplies and supplementary materials from the district at the district's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by the building principal a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Purchases made with personal funds must be pre-approved. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds are school property, and should remain on school property.

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

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

Date Adopted:            January 9, 2006

Last Revised:

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

Employees are protected from abusive language and conduct by state law. An employee may report to the police any language which is calculated to:

1. Cause a breach of the peace;
2. Materially and substantially interfere with the operation of the school; and/or
3. Arouse the person to whom the language is addressed to anger, to the extent likely to cause imminent retaliation.

Legal Reference:       A.C.A. § 6-17-106

Date Adopted:         January 9, 2006  
Last Revised:

### **3.18—CERTIFIED PERSONNEL OUTSIDE EMPLOYMENT**

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

An employee may not accept employment outside of his district employment which will interfere, or otherwise be incompatible with the District employment, including normal duties outside the regular work day; nor shall an employee accept other employment which is inappropriate for an employee of a public school.

The Superintendent, or his designee(s), shall be responsible for determining whether outside employment is incompatible or conflicts with state law.

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

Date Adopted:         January 9, 2006  
Last Revised:

### **3.19—CERTIFIED PERSONNEL EMPLOYMENT**

All prospective employees must submit a current resume to either the central office or where the vacancy has occurred. Certain information, including most recent transcript, copy of a valid teaching license, and a list of references must be furnished as part of the resume. If the applicant is subsequently employee information relative to application shall become part of the individual's personnel file.

If the employee provides false or misleading information, or if he withholds information to the same effect, it may be grounds for dismissal.

The Mayflower School District is an equal opportunity employer and shall not discriminate on the grounds of race, national origin, color, creed, religion, sex, age, disability, veteran status, sexual orientation, gender identity or associational preference, or any other legally protected characteristic.

Date Adopted: January 9, 2006  
Last Revised:

### **3.19G—ANNOUNCEMENT OF VACANCIES/TRANSFERS**

Notification of vacancies shall be provided by the superintendent or his designee upon receipt of an official resignation letter.

A teacher desiring to request a transfer shall file a written request with the superintendent and/or the building principal. Requests will be considered based on the following criteria:

1. Academic preparation or technical training
2. Certification, endorsements, or licenses
3. Demographic needs of the district
4. Evaluations
5. Experience related to position

Date Adopted: January 9, 2006

Last Revised:

### **3.20—CERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES**

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

It is the responsibility of the employee to determine the appropriate supervisor from which he must obtain approval.

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

If travel is required, contact the central office to schedule a school vehicle. If a school vehicle is not available and personal transportation must be used, then reimbursement will be based on \$.25/mile.

Meal reimbursement will be limited to no more than \$12.50/meal, not to include tips or alcoholic beverages.

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: January 9, 2006  
Last Revised:

### **3.21—CERTIFIED PERSONNEL TOBACCO USE**

Smoking or the use of tobacco, or products containing tobacco in any form, in or on any property owned or leased by the district, including buses or other school vehicles, is prohibited.

Legal Reference:       A.C.A. § 6-21-609

Date Adopted:         January 9, 2006

Last Revised:

### **3.22—DRESS OF CERTIFIED EMPLOYEES**

Shorts, tight clothing, dresses and skirts shorter than the top of the kneecap, and cleavage and midriff baring tops are absolutely not allowed. Athletic wear is allowable only during appropriate activities.

Teachers are encouraged to promote spirit on Fridays by wearing school colors. Jeans, wind pants, etc. are acceptable only on these days.

Tattoos and body piercing (except ear piercing) must be covered during the school day and at school sponsored events.

Date Adopted: January 9, 2006

Last Revised:

### **3.23—CERTIFIED PERSONNEL POLITICAL ACTIVITY**

Employees are free to engage in political activity outside of work hours and to the extent that it does not affect the performance of their duties or adversely affect important working relationships.

It is specifically forbidden for employees to engage in political activities on the school grounds or during work hours. The following activities are forbidden on school property:

1. Using students for preparation or dissemination of campaign materials;
2. Distributing political materials;
3. Distributing or otherwise seeking signatures on petitions of any kind;
4. Posting political materials; and
5. Discussing political personal views with students, in or out of the classroom, in other than circumstances appropriate to the nature of the class.

Date Adopted:            January 9, 2006  
Last Revised:

### **3.24—MAINTENANCE/INSPECTION OF CERTIFIED PERSONNEL FILES**

The Mayflower School District shall maintain a personnel file for each teacher which shall be available to the teacher for inspection and copying at the teacher's expense during normal office hours.

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

Legal Reference:       ACA § 6-17-405

Date Adopted:         January 9, 2006

Last Revised:

### **3.25—CERTIFIED PERSONNEL GRIEVANCES**

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

#### **Definitions**

Grievance: a claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this school district. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision. A group of employees who have the same grievance may file a group grievance.

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

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

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

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

Working day: Any weekday other than a holiday whether or not the employee under the provisions of their contract is scheduled to work or whether they are currently under contract.

#### **Process**

Level One: An employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within five working days of the occurrence of the grievance. The supervisor shall offer the employee an opportunity to have a witness or representative who is not a member of the employee’s immediate family present at their conference. (The five-day requirement does not apply to grievances concerning back pay.) If the grievance is not advanced to Level Two within five working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

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

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

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

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

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Education within five working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent. If the grievance is not appealed to the Board of Directors within five working days of his/her receipt of the superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may

elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

**Records**

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

**Reprisals**

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

**Note:** It is suggested that you date stamp the request for a board hearing upon receipt.

Legal Reference:       ACA § 6-17-208

Date Adopted:         January 9, 2006

Last Revised:

**3.25F—CERTIFIED PERSONNEL LEVEL TWO GRIEVANCE FORM**

Name: \_\_\_\_\_

Date submitted to supervisor: \_\_\_\_\_

Personnel Policy grievance is based upon:

\_\_\_\_\_

Grievance (be specific): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What would resolve your grievance? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor's Response

Date submitted to recipient: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Adopted: January 9, 2006

Last Revised:

### **3.26—CERTIFIED PERSONNEL SEXUAL HARASSMENT**

The Mayflower School District is committed to having an academic and work environment in which all students and employees are treated with respect and dignity. Student achievement and amicable working relationships are best attained in an atmosphere of equal educational and employment opportunity that is free of discrimination. Sexual harassment is a form of discrimination that undermines the integrity of the educational environment and will not be tolerated.

Believing that prevention is the best policy, the district will periodically inform students and employees about the nature of sexual harassment, the procedures for registering a complaint, and the possible redress that is available. The information will stress that the district does not tolerate sexual harassment and that students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences.

It shall be a violation of this policy for any student or employee to be subjected to or to subject another person to, sexual harassment as defined in this policy. Any employee found, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination.

Sexual harassment refers to unwelcome sexual advances, requests for sexual favors, or other personally offensive verbal, visual, or physical conduct of a sexual nature made by someone under any of the following conditions:

1. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
2. Submission to, or rejection of, such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; and/or
3. Such conduct has the purpose or effect of substantially interfering with an individual's academic or work performance or creates an intimidating, hostile, or offensive academic or work environment.

The terms "intimidating," "hostile," and "offensive" include conduct of a sexual nature which has the effect of humiliation or embarrassment and is sufficiently severe, persistent, or pervasive that it limits the student's or employee's ability to participate in, or benefit from, an educational program or activity or their employment environment.

Within the educational or work environment, sexual harassment is prohibited between any of the following: students; employees and students; non-employees and students; employees; employees and non-employees.

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of sexual harassment include, but are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity; intimidation by words, actions, insults, or name calling; teasing related to sexual characteristics; and spreading rumors related to a person's alleged sexual activities.

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, administrator, or Title IX coordinator who will assist them in the

complaint process. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment. To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.

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

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

Individuals, who withhold information, purposely provide inaccurate facts, or otherwise hinder an investigation of sexual harassment shall be subject to disciplinary action up to and including termination.

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

Date Adopted: January 9, 2006  
Last Revised:

### **3.27—CERTIFIED PERSONNEL SUPERVISION OF STUDENTS**

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

Date Adopted: January 9, 2006

Last Revised:

### **3.28—CERTIFIED PERSONNEL COMPUTER USE POLICY**

The Mayflower School District provides computers and/or computer Internet access for many employees, to assist employees in performing work related tasks. Employees are advised that they enjoy no expectation of privacy in any aspect of their computer use, including email, and that under Arkansas law, both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act.

Passwords or security procedures are to be utilized as assigned, and confidentiality of student records relating to personnel is to be maintained at all times. Employees must not disable or bypass security procedures, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The designated District Technology Administrator or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

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

Through a partnership with the Arkansas Public School Computer Network, students and staff have access to the Internet. The district recognizes that to insure that the uses of the vast resources of the Internet are utilized to accomplish its educational goals, it is necessary that all users behave in a responsible, efficient, ethical, and legal manner.

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

Date Adopted: January 9, 2006  
Last Revised:

### **3.28F—CERTIFIED PERSONNEL EMPLOYEE INTERNET/NETWORK USE AGREEMENT**

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

School\_\_\_\_\_Date\_\_\_\_\_

The Mayflower School District agrees to allow the employee identified above to use the district's technology to access the Internet/Network under the following terms and conditions:

#### **Responsibilities of employees:**

1. Be familiar with the district Acceptable Use Policy and review this with your students before use of the network or Internet. The AUP will be a part of the Personnel Policy Handbook.
2. Be familiar with the most current directions given by the technology department regarding proper procedures of current issues. Ex: current virus precautions or equipment concerns.
3. Supervise students during all on-line activities and computer use. Access should only be allowed for a valid purpose. **Avoid leaving equipment accessible to unsupervised students.** Computer lab use of students is the responsibility of the teacher during their allotted time slot.
4. Use of floppy disks from outside sources is discouraged. If there is no alternative then the disk **must** be scanned for viruses before use.

#### **Proper and Ethical Use**

- Inappropriate use.
  - Faculty/Staff will not use the system to access material that is profane or obscene (pornography), that advocates illegal acts, or that advocates violence or discrimination towards other people (i.e., hate literature).
  - Refrain from using the district network for commercial purposes or any form of personal monetary gain.
- Vandalism and harassment
  - Vandalism is defined as any malicious attempt to harm, modify, and destroy data of another user, Internet, or connected network. This includes, but is not limited to, the uploading or creating of computer viruses.
  - Harassment is defined as the persistent annoyance of another user, or the interference of another user's work. Harassment includes, but is not limited to, the sending of unwanted mail.
  - Faculty/Staff will not knowingly or recklessly post false or defamatory information about a person or organization.

- Plagiarism and copyright infringement
    - Abide by all district, state, and federal regulations and laws, including but not limited to copyright laws.
  
  - Wasting of limited resources
    - Respect the use of the Internet, which is academic, and be prudent in the use of time and materials.
    - Refrain from using technology for personal use during class time.
    - No posting of chain letters or engage in “spamming” “Spamming is sending an annoying or unnecessary message to a large number of people.
  
  - Inappropriate access
    - Passwords or security procedures are to be utilized as assigned. Users must never disclose passwords to other staff members or students, or grant access to any computer not designated for student use.
    - Refrain from letting non-authorized persons access to district accounts or equipment. This also includes student use of teacher equipment. **Turn computer off or (log out) when left unattended.**
  
  - Downloading of software and adding of peripherals
    - No software should be downloaded without the knowledge of the Technology Coordinator or his/her designee. This includes curriculum textbook based software.
    - No “decorative” software such as screensavers, wallpapers or themes should be downloaded. This clogs your system and can result in faulty equipment performance.
    - The district technology coordinator should connect all peripherals to your computers. This includes but is not limited to scanners, printers, projectors and downloading devices for PDA’s or digital cameras.
  
  - Actions endangering personal safety
    - Faculty/Staff will not post personal contact information about themselves or other people. Personal contact information includes address, telephone, school address, work addresses, etc.
  
  - E-mail usage
    - E-mail usage is encouraged by the district as a valuable form of communication. Note that e-mail is not guaranteed to be private. The system administrator has access to all email. Messages relating to, or in support of, illegal activities will be reported to the authorities.
    - E-mail usage by students is encouraged if using for educational purposes. This usage should be strictly monitored by the teacher.
  
  - Violations Not Covered Above
- Computer misuse, which is not covered above, will be considered on the basis of the severity

of the situation.

**Changes or additions to computer policy**

The Mayflower School District reserves the right to modify this acceptable use policy, including consequences for misuse, without notice to staff or faculty as necessary, to protect the resources and programs of the district.

**No Expectation of Privacy**

The use of the district computer network and Internet is a privilege, not a right. The network and Internet access is provided as a tool. The Mayflower School District reserves the right to monitor, inspect, copy, review and store at any time and without prior notice any and all usage of the computer network and Internet access and any and all information transmitted or received in connection with such usage. All information files shall be and remain the property of the Mayflower School District and no user shall have any expectation of privacy regarding such materials. Demonstrated intent to violate policy will be considered the same as an actual policy violation. Demonstrated intent means evidence of actions that if successful or if carried out as intended, would result in a policy violation.

**Consequences of misuse**

Appropriate consequences will be assessed against the faculty/staff involved at the discretion of the building principal and/or the superintendent. Consequences may range from reprimand to dismissal.

**Liability for debts**

Employees 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.

I have read and understood the rules, and agree to promote all conditions therein. I realize that the Internet/Network and computers will be used for educational purposes only. I understand that neither Mayflower School District nor myself is responsible for or legally liable for materials distributed to or acquired from the network. I also agree to report any misuse of the information system to the system administrator, building principle, or superintendent.

Teacher Name (please print): \_\_\_\_\_

Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date Adopted: January 9, 2006  
Last Revised:

### 3.29—CERTIFIED PERSONNEL SCHOOL CALENDAR

The Superintendent and Personnel Policy Committee shall present to the Board, for its approval, the calendar for the succeeding year no later than the May regular Board meeting. The Superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals.

The Mayflower School District shall operate by the following calendar.

**MAYFLOWER SCHOOL DISTRICT**  
 School Calendar for 2006-07 (Revised 5/26/2006)

<b>2006</b>	
Aug 14-18	Staff Development -Teachers (5)
Aug 17	Open House
Aug 21	1 <sup>st</sup> Day of School
Sept 4	Holiday –Labor Day...No School
Sept 25	P/T Conferences ...
	No School for Students
Nov 20-21	<b>Flex</b> days for Teachers (2) ...
	No School for Students
Nov 22-24	Holiday – Thanksgiving
Dec 21-29	Holiday – Christmas
<b>2007</b>	
Jan 1-2	Holiday – New Year
Jan 12	End of Semester
Jan 15	Staff Development -Teachers (1)
	Holiday-MLKing Day - Students
Feb 15	P/T Conferences...
	No School for Students
Feb 16	<b>Flex</b> day for Teachers (1).....
	No School for Students
Feb 19	Holiday – Presidents Day
Mar 26-30	Spring Break
Apr 6	<b>Flex</b> day for Teachers (1)
	Holiday – Good Friday ....
	No School for Students
May 28	Holiday – Memorial Day
June 1	Last School Day

<b>Monthly Info</b>		
Student	Teacher	
9	14	August
19	20	September
22	22	October
17	19	November
14	14	December
20	21	January
17	19	February
17	17	March
20	21	April
22	22	May
1	1	June
<hr/>	<hr/>	
178	190	Total

<b>Semester's Info</b>	
Aug 21, 2006 – Jan 12, 2007	1 <sup>st</sup> Semester
Jan 15, 2007 – June 1, 2007	2 <sup>nd</sup> Semester

<b>Holidays Info</b>	
Labor Day.....	Sept 5, 2006
Thanksgiving.....	Nov 20-24, 2006
Christmas.....	Dec 21-29, 2006
New Year.....	Jan 1-2, 2007
MLK Day.....	Jan 15, 2007
Presidents Day.....	Feb 19, 2007
Spring Break.....	Mar 26-30, 2007
Good Friday.....	Apr 6, 2007
Memorial Day.....	May 28, 2007

Legal Reference: A.C.A. § 6-17-201

Date Adopted: January 9, 2006

Last Revised:

### **3.30—PARENT/TEACHER COMMUNICATION**

The district recognizes the importance of communication between teachers and parents/legal guardians. To help promote positive communication, parent/teacher conferences shall be held once each semester. Parent/teacher conferences are encouraged and may be requested by parents or guardians when they feel they need to discuss their child's progress with his/her teacher.

Teachers are required to communicate during the school year with the parent(s) or legal guardian(s) of each of their students to discuss their academic progress. More frequent communication is required with the parent(s) or legal guardian(s) of students who are performing below grade level.

All parent/teacher conferences shall be scheduled at a time and place to best accommodate those participating in the conference. Each teacher shall document the participation or non-participation of parent(s)/legal guardian(s) for each scheduled conference.

If a student is to be retained at any grade level, notice of, and the reasons for retention shall be communicated promptly in a personal conference.

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

Date Adopted: January 9, 2006  
Last Revised:

### **3.32—CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE**

#### **Eligibility**

The Mayflower School District will grant up to twelve (12) weeks of leave in accordance with the Family Medical Leave Act of 1993 (FMLA) to its employees who have been employed by the District for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave. The twelve (12) month period of eligibility shall begin on the first duty day of the school year. Leave will be granted for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

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

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

#### **Notice by Employees**

Foreseeable: When the need for leave is foreseeable, the employee must provide the District with at least thirty (30) days advance notice before the leave is to begin. If thirty (30) days is not practicable, such as because of a lack of knowledge of approximately when the leave will be required to begin, notice must be given as soon as practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

When the need for leave is for reasons 3 or 4 listed above, the employee should provide a medical certification from a health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin.

Failure by the employee to give thirty (30) days notice may delay the taking of FMLA leave until at least thirty (30) days after the date the employee provides notice to the District.

Unforeseeable: When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the

need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means.

### **Medical Certification**

The required medical certification from a licensed, practicing health care provider of the need for FMLA leave for reasons 3 or 4 listed above shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.

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

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

- a. The employee requests an extension of leave;
- b. Circumstances described by the previous certification have changed significantly; and/or
- c. The District receives information that casts doubt upon the continuing validity of the certification.

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

No second or third opinion on recertification may be required.

### **Concurrent Leave**

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

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition.

### **Health Insurance Coverage**

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. The employee remains responsible for any portion of premium payments

customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit their portion of the cost of the group health plan coverage to the District's business office on or before it would be made by payroll deduction.

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

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

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

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

### **Reporting Requirements During Leave**

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

### **Return to Work**

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

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

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

### **Intermittent Leave**

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

## **Policy**

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

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

Date Adopted:           January 9, 2006  
Last Revised:

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

From time to time extra duties may be assigned, within the contracted day, to certified personnel, by the school principal or the superintendent, as circumstances dictate.

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

Date Adopted:         January 9, 2006

Last Revised:

### **3.34—DUTIES & RESPONSIBILITIES OF CERTIFIED PERSONNEL**

Teaching and administrative personnel share an equal responsibility for acceptable student behavior and discipline and school property as an integral and necessary part of the educational process.

All staff members have a responsibility to make themselves familiar with and abide by, the laws of the state (as they affect their work). They should support and enforce the policies of the school board, and the regulations designed to implement them.

The first responsibility of the instructional staff is the education of the student. Also, essential to the success of the instructional program and of on going school operation are the following staff responsibilities:

1. Faithfulness and promptness in attendance at work.
2. Diligence in submitting required reports promptly at times specified.
3. Care and protection of school property.
4. Concern and attention toward their own and the School Board's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times.

Teachers and administrative personnel are encouraged to spend additional time before or after school, within reasonable limits and on an occasional basis, in order to accommodate parental requests for personal conferences.

All school employees set examples that are important to the educational process in their association with students. Employees' manner, dress, courteousness, industry and attitudes establish models that affect the development of their students. The school board expects staff members to set exemplary models and to provide the best instruction they possibly can.

Date Adopted: January 9, 2006

Last Revised:

### **3.35—CERTIFIED PERSONNEL BENEFITS**

The Mayflower School District provides its certified personnel benefits consisting of the following.

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system;
4. One sick leave day per calendar month worked or the major portion thereof that the teacher is contracted at full pay.
5. 2 Personal days.

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

Date Adopted:         January 9, 2006  
Last Revised:

### **3.36—CERTIFIED PERSONNEL DISMISSAL AND NON-RENEWAL**

For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act A.C.A. §§ 6-17-1501 through 1510. . The Act specifically is not made a part of this policy by this reference.

A copy of the Act is available for review in the office of the principal of each school building.

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

Date Adopted:         January 9, 2006

Last Revised:

### **3.37—ASSIGNMENT OF TEACHER AIDES**

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

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

Date Adopted:         January 9, 2006

Last Revised:

### **3.38—CERTIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING**

Teachers and other school employees who have witnessed, or are reliably informed that, a student has been a victim of bullying as defined in this policy, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the principal. The principal or his/her designee shall be responsible for investigating the incident(s) to determine if disciplinary action is warranted.

District staff are required to help enforce implementation of the district's anti-bullying policy. The district's definition of bullying is included below. Students who bully another person are to be held accountable for their actions whether it occurs on school grounds; off school grounds at a school sponsored or approved function, activity, or event; or going to or from school or a school activity. Students are encouraged to report behavior they consider to be bullying; including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

Definition:

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

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

1. Sarcastic "compliments" about another student's personal appearance,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
5. Demeaning humor relating to a student's race, gender, ethnicity or personal characteristics,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings, and/or
10. Threats of harm to student(s), possessions, or others.

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

Legal Reference: A.C.A. § 6-18-514

Date Adopted: January 9, 2006  
Last Revised:

### **3.39—CERTIFIED PERSONNEL CAMPUS COMMUNICATION COMMITTEE**

During the first week of school, a Campus Communication Committee shall be elected in each school for the purpose of enhancing communication between the principal and the staff. The members of the committee are to be elected from all faculty members of each campus. All faculty members are eligible to vote and hold elective positions on the committee. The election may be initiated by either the teachers or the principal. The election will be conducted by the principal or his/her designee.

The size of the committee will be equal to 10 percent of the certified staff of the campus but no less than three members per campus.

The chairman of the committee will be elected by the committee by secret ballot.

In September, the principal will schedule monthly meetings with the Campus Communication Committee for the purpose of teacher involvement in the following:

1. Discussing conditions or problems in the school
2. Forming and implementing practices and procedures such as:
  - a. Addressing instructional concerns
  - b. Planning budgets
  - c. Suggesting major expenditures
  - d. Setting goals

All items for discussion will be submitted to the chairman at least one day prior to the scheduled meeting. The agenda will be posted by the chairman by the end of the school day prior to the scheduled meeting.

The principal is encouraged to share with the committee the rationale for non-implementation.

Additional meetings may be held at the request of either the committee chairman or the principal. All meetings will be held at a mutually agreed upon location.

Additional staff may be present at the meetings.

Minutes of the meeting of the Campus Communication Committee will be kept by a designated committee member. A copy of the minutes will be posted in the teachers' lounge of the appropriate buildings and forwarded to the superintendent.

Date Adopted: January 9, 2006  
Last Revised:

### **3.40—CERTIFIED PERSONNEL SUNSHINE/HOSPITALITY COMMITTEE**

The School Board recognizes the importance of enhancing rapport and morale among members of the faculty, administration, and support staff and therefore, encourages the establishment of a Sunshine/Hospitality Committee at each campus.

Each September, a Sunshine/Hospitality Committee will be elected to serve until the following September.

Membership will be equal to 10 percent of the certified staff of the campus but not less than three members per campus.

Members will be elected from all faculty and staff members in each building.

A chairman will be elected by the committee.

The committee will concern itself with those matters of a social nature such as birthdays, showers, holidays, illness, surgery and bereavement.

Funds for Sunshine/Hospitality Committee actions may be supplemented from such sources as are decided upon by agreement among faculty members and the principal.

Date Adopted: January 9, 2006

Last Revised: