

***Fort Smith Public Schools***  
Personnel Policies  
for  
*Certified Staff*

Official Publication  
of the  
Board of Education

Revised May 2011

In compliance with the federal non-discrimination laws, the Fort Smith Public Schools do not discriminate in employment and education practices relative to race or national origin (*Title VI of the Civil Rights Act of 1964*), disability (*Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act*), sex (*Title IX of the Education Amendments of 1972*), and age (*The Age Discrimination Act of 1975*).

The contact person for all the above civil rights areas is the Associate Superintendent for Human Resources and Support Services, Fort Smith Public Schools, P.O. Box 1948, Fort Smith, Arkansas 72902-1948, phone 479-785-2501.

# **FORT SMITH PUBLIC SCHOOLS**

## ***Personnel Policies for Certified Staff***

### ***How to use this manual . . .***

The Fort Smith Public Schools operate according to policies established by the Board of Education. The Board of Education, which represents the state and local community, develops the policies after careful deliberation and consultation with affected persons, and the school administration implements them through specific rules and regulations. The Board of Education then appraises the effects of its policies and makes revisions as necessary.

In the interests of harmony, efficiency, uniformity of interpretation, coordination of effort, and in fairness to all concerned, the Board of Education makes this manual available to all who are affected by its policies.

### ***How the manual is organized . . .***

The total District policy manual is organized according to the classification system developed by the Educational Policies Service of the National School Boards Association. The system provides an efficient means of coding, filing, and finding policies, administrative rules, and other documents. Subclassification under each heading is based on logical sequence and alphabetical sub-coding.

### ***How to find a policy . . .***

Consider where the policy would be filed, and glance down the listing in the *Table of Contents* until you find the term that most closely fits the topic you are seeking. Use the code letters given for the term to locate the sheet which will appear in alphabetical order by code. All pages of the manual are coded in the upper right-hand corner.

### ***Is the manual complete?***

*No . . .* The manual contains all of the current written policies of the Board of Education to date, but continually the need for putting additional policies in writing, for adopting new ones, and for revising old ones becomes apparent. Additionally, state law and state board regulations change. No matter how well conceived and well developed, a policy manual can never be 100% complete and 100% up to date. Policy development is a continuing process.

### ***Order of precedence . . .***

Board of Education policies must be read and interpreted in the light of the Arkansas statutes and state board regulations. Wherever inconsistencies of interpretation arise, the law and state regulations will prevail.



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<b>PERSONNEL POLICIES GOALS</b>
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The Fort Smith Board of Education recognizes that the quality and quantity of staff employed directly affects the attainment of the aims of the School District, that emphasis upon individual achievement effort is conducive to attainment of performance goals, and that the school organization is more likely to be effective if the conditions and climate of work are both stimulating and satisfying to all personnel.

The Board of Education further recognizes its responsibility to provide an effective educational program which will benefit the boys, girls, and adults of the Fort Smith Public Schools. In order to implement this acknowledgment of responsibility, the following considerations are paramount:

- A. Employees with professional growth potential must be attracted to the District;
- B. Selections for all staff positions must be made exclusively on the basis of the ability to adequately assume responsibilities and perform duties as outlined for all positions;
- C. All employees must be assigned to those positions which provide opportunities for advancement;
- D. A program of compensation which reflects responsibility, training, and adequate performance must be maintained;
- E. Position security for all employees must be provided, consistent with satisfactory performance;
- F. Adequate supervision must be provided to foster individual development and ensure job performance which is consistent with institutional goals;
- G. Job performance must be appraised at regular intervals with attention toward maintaining and improving performance;
- H. Inservice training must be provided to maintain the development of all staff members; and
- I. The School District is committed to protecting the privacy of its employees and ensuring fundamental rights for all personnel and will not discriminate on the basis of gender, race, creed, national origin, or disability.

**EQUAL OPPORTUNITY EMPLOYER**

The Fort Smith School District recognizes the multiethnic nature of society and the significant cultural differences which exist in today’s society and desires to ensure full and equal employment rights, opportunities, and privileges for all people. For these fundamental rights, it will be the policy of the School District to ensure and provide equal opportunities for all applicants by making the opportunity for employment and promotion available to every individual solely on the basis of his or her qualifications and without regard to sex, race, color, creed, national origin, disability, or genetic information.

Procedures, practices, and guidelines to implement this policy will be consistent with established District personnel policies and state and federal laws pertaining thereto.

The contact person for the Fort Smith Public Schools is:

*Associate Superintendent for Human Resources & Support Services*  
Public School Service Center  
3205 Jenny Lind  
P.O. Box 1948  
Fort Smith, AR 72902-1948

*Legal Refs:* 42 U.S.C. 2000  
38 U.S.C. 1681  
20 U.S.C. 1401 et. seq.

Approved 5-23-11  
Supercedes GBA dated 6-16-97  
Supersedes GBA dated 6-27-88

<b>ETHICAL CONDUCT</b>
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It is the expectation of the Fort Smith School District that as professional educators, all certified staff and administrative personnel should comply with the ethical standards set forth herein:

### **PRINCIPLE I—COMMITMENT AS A PROFESSIONAL EDUCATOR**

Fundamental to the pursuit of high educational standards is the maintenance of a profession possessed of individuals with high skills, intellect, integrity, wisdom, and compassion. The educator should exhibit good character, maintain high standards of performance, and promote equality of opportunity.

In fulfillment of the **educator's contractual and professional responsibilities**, the educator:

- A. Should serve as a positive role model for students, parents, and the community.
- B. Should not use coercive means or promise or provide special treatment to students, colleagues, school patrons, or Board of Education members in order to influence professional decisions.
- C. Should not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
- D. Should not exploit professional relationships with students, colleagues, parents, school patrons, or Board of Education members for personal gain or private advantage.
- E. Should not have revoked for cause in Arkansas or any other state any teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which an educator's certification is issued in Arkansas.
- F. Should not engage in conduct involving dishonesty, fraud, or misrepresentation in the performance of professional duties.

### **PRINCIPLE II—COMMITMENT TO THE STUDENT**

Mindful that a profession exists for the purpose of serving the best interests of the client, the educator should practice the profession with genuine interest, concern, and consideration for the student. The educator should work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the **obligation to the student**, the educator:

- A. Should provide students with professional education services in a nondiscriminatory manner and in consonance with the accepted best practice known to the educator.
- B. Should permit the student to pursue reasonable independent scholastic effort, and should permit the student access to varying points of view.
- C. Should make a reasonable effort to protect the student from conditions or circumstances within the control of the educator which interfere with the learning process or are harmful to health or safety.
- D. The teacher and administration should keep parents informed about the progress of their children as interpreted in terms of the purposes of the school.
- E. Should treat all students with respect and not commit any abusive act or sexual exploitation with or to a student.
- F. Should keep in confidence personally identifiable information that has been obtained in the course of professional service, unless the disclosure serves professional purposes, or is required by and in accordance with law.

### **PRINCIPLE III—COMMITMENT TO THE PUBLIC**

The magnitude of the responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The educator bears a responsibility for instilling an understanding of the confidence in the rule of law and respect for individual freedoms. Educators should also seek to promote respect by the public for the integrity of the profession.

In fulfillment of the **obligation to the public**, the educator:

- A. Should take precautions to distinguish between the educator's personal and institutional views.
- B. Should not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
- C. Should neither offer nor accept gifts or favors that will impair professional judgment.
- D. Should support the principle of due process and protect the political, citizenship, and natural rights of all individuals
- E. Should, with reasonable diligence, attend to the duties of his or her professional position.

### **PRINCIPLE IV—COMMITMENT TO THE PROFESSION**

In belief that the quality of the services to the education profession directly influences the nation and its citizens, the educator should work to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. The educator should believe that sound professional relationships with colleagues are built on personal integrity, dignity, and mutual respect.

In fulfillment of the **obligation to the profession**, the educator:

- A. Should exemplify behaviors which maintain the dignity and integrity of the profession.
- B. Should apply for, accept, offer, or assign a position or responsibility on the basis of personal and professional preparation and legal qualifications.
- C. Should not knowingly misrepresent an assignment or conditions of employment regarding a position from an applicant or employer.
- D. Should not permit commercial or personal exploitation of his or her professional position.
- E. Should not misrepresent his or her professional qualifications.

**IMPROPER RELATIONSHIPS**

It is unethical for an employee in a supervisory position to engage in favoritism or improper use of authority for any reason. Any employee who directly supervises another employee should avoid the appearance of unethical conduct by refraining from romantic involvement with a subordinate.

It is the intent of this policy to prohibit the exploitation of a supervisory relationship in the workplace. It is not the intent of this policy to discourage or prohibit friendships or social activity among any classification of Fort Smith Public School employees.

**ELECTRONIC COMMUNICATIONS**

Any electronic communication (including the sharing of pictures) with students, parents, or fellow employees should be at the highest professional levels. Employees shall adhere to the same ethical standard in electronic communication as is expected in face-to-face or standard written communication.

Electronic social networking is an emerging communication outlet for both personal and professional purposes. Employees should be aware that experts agree nothing transmitted electronically is truly private. Therefore, posted pictures and messages should reflect the image that an employee would want to project to the public.

No employee will be held responsible for unauthorized postings or transmissions made without the employee's knowledge or consent, provided that the employee takes prompt and reasonable steps to remove the unauthorized messages.

**NETWORK/INTERNET ACCEPTABLE USE GUIDELINES**

The District network exists for the primary purpose of transmitting and sharing information between academic and research organizations. Network use must be consistent with the goals of facilitating and disseminating knowledge, debating issues, encouraging collaborative projects and resource sharing, aiding technology transfer, fostering innovations, and building a broader infrastructure in support of education and research. Networked computers may be used as a laboratory for research and experimentation in computer communications and curriculum development where such use does not interfere with normal network operations.

Inappropriate conduct could include, but not be limited to, the placing or viewing of unauthorized or unlawful information (data or graphics) on a system, the use of abusive language in either public or private messages/data, the sending of messages/data that are likely to result in the loss of a recipient's work or systems, and the sending of chain letters or broadcast messages to lists of individuals. District computing resources cannot be used to intimidate or create an atmosphere of harassment based upon gender, race, religion, ethnic origin, creed, or sexual orientation.

An account assigned to an individual may not be used by others. Faculty, students, staff, and associates are individually responsible for the proper use of their accounts, including proper password protection and appropriate use of Internet resources. The faculty is responsible for instructing and supervising students on acceptable use of the network and proper network etiquette. The faculty cannot be held liable for students' unauthorized use of the network.

It is not acceptable to use the network to interfere with or disrupt network users, services, or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer worms or viruses, and using the network to make unauthorized entry to any other machine/service accessible via the network. No one should deliberately attempt to degrade the performance of a computer system (including network resources) or to deprive authorized users of resources or access. The School District may periodically monitor the network.

The District cannot be held liable for any losses, including lost revenues, or for any claims or demands against the user by another party. Users will be personally monetarily responsible for their unauthorized access to any *pay* service.

The District cannot be held responsible for any damages due to the loss of output, loss of data, time delay, system performance, software performance, incorrect advice from a consultant, or any damages arising from the use of the District's computer facilities.

Unauthorized copying, transmittal of, or use of licensed or copyrighted media (e.g., software) is considered theft and a violation of copyright laws. Placement of media (e.g., software onto an on-site user's computer hard disk) onto District network equipment should only be done with prior authorization.

**BULLYING**

The Fort Smith School District is committed to ensuring the right of each student to learn in a safe environment without fear. Bullying—intentional, repetitive, and hurtful behavior directed at a victim—creates an imbalance of power that is harmful to the victim and is disruptive to the educational climate at school.

It is the policy of the Fort Smith School District not to tolerate bullying in any form, be it verbal, written, physical, psychological, and/or electronic. It is the responsibility of each school employee to take an active role in reducing bullying and to report any incident to the school administration in writing or in an e-mail at the employee’s discretion. School administrators are responsible for documenting any report of bullying, investigating the situation, and taking appropriate action.

**PERSONAL INJURY**

Whenever a school teacher is absent from his or her duties in a public school as a result of personal injury caused by either an assault or other violent criminal act committed against the school teacher in the course of his or her employment, the school teacher will be granted a leave of absence from school with full pay for up to **one year** from the date of the injury. The leave of absence for personal injury from an assault or other violent criminal act will not be charged to the school teacher's sick leave.

Medical verification of the injury caused by the assault or violent criminal act must be obtained by the teacher and submitted to the School District personnel office. Periodic physician statements may be requested regarding total days of absence needed.

**COURT ACTION RESULTING FROM PERFORMANCE OF DUTY**

In the event a member of the professional staff is taken into court as defendant or is subpoenaed as a witness, the Board of Education will upon request investigate. If the staff member has been charged or called into court as the result of action taken in performance of duty or in carrying out the policies of the Board of Education, the District will reimburse the staff member for court costs and fees incurred. The staff member will not suffer interruption of salary and benefits or reduction of sick leave due to the incident.

<b>SEXUAL HARASSMENT</b>
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**I. POLICY**

It is the policy of the Fort Smith Public Schools to maintain a working environment that is free from sexual harassment. Sexual harassment is against the law, deemed unacceptable conduct in the employment environment, and will not be tolerated. It will be a violation of this policy for any employee or agent of the District to harass a student, another employee, or agent of the District through conduct or communications of a sexual nature as defined below.

For the purposes of this policy, sexual harassment is defined as any unwelcome sexual advances, requests for sexual advances, requests for sexual favors, and/or other inappropriate verbal, visual, written, or physical conduct of a sexual nature whenever such harassment occurs on School District property or at school-sponsored events.

**II. BEHAVIORS THAT CONSTITUTE SEXUAL HARASSMENT**

Sexual harassing behaviors may include, but are not limited to, the following actions:

- A. Verbal harassment or abuse.
- B. Pressure for sexual activity.
- C. Repeated remarks to a person with sexual or demeaning implications.
- D. Unwelcome touching.
- E. Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's employment, grades, honors, programs, or activities available at or through the school.
- F. Non verbal harassment (gifts, pictures, drawings, cartoons).

**III. RETALIATION PROHIBITED**

- A. The District will discipline any individual who retaliates against any person who reports alleged sexual harassment or who retaliates against any person who assists in an investigation or proceeding relating to a sexual harassment complaint.
- B. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.
- C. Punishments for retaliation include, but may not be limited to, a warning, transfer, suspension, or dismissal.

**IV. REPORTING AND INVESTIGATION**

- A. Alleged violations of this policy should be reported to the building principal.
- B. In the event the principal is the suspected harasser, the student or employee can report to the school counselor or to the District sexual harassment coordinator. Any investigation will be conducted expeditiously and will be impartial. Investigations will be conducted in accordance with the District's sexual harassment complaint procedures.
- C. School District employees and agents are responsible for reporting alleged violations of this policy in accordance with the District's Title IX and sexual harassment complaint procedures.

**V. PUNISHMENT FOR POLICY VIOLATION**

Punishment can include, but may not be limited to, a warning, transfer, suspension, or dismissal.

Approved 6-21-99

Supersedes GBEAA dated 6-24-96

**MEDICAL PROBLEMS/STUDENTS**

When information is available, teachers will be notified about any severe medical/health problems that their students have that could result in harm to the student if attention is improperly administered or delayed. Appropriate precautionary information will be shared.

**DRUG-FREE WORKPLACE AND SCHOOLS**

The following statement and procedure are published in compliance with the *Drug-Free Workplace Act of 1988, 34 CFR Part 85, Sub Part F, Public Law 100-690*, and the *Drug-Free Schools and Communities Act of 1987, Public Law 101-226*:

The Fort Smith School District is dedicated to providing a drug-free workplace for all employees. School District employees are advised that an employee engaging in any of the prohibited activities as defined by the *Drug-Free Workplace Act of 1988* and the *Drug-Free Schools and Communities Act of 1987*, may be subject to disciplinary action.

<b>COMMUNICABLE DISEASES</b>
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The superintendent or a school official designated by the superintendent may exclude a staff member from school when reliable evidence or information from a qualified source (medical professional or the infected staff member) confirms him or her of having a communicable disease and is considered a health risk to the school population. Such a staff member will be excluded unless their physician approves school attendance and the condition is no longer considered contagious. All reportable communicable diseases will be referred to the Sebastian County Health Department.

The Fort Smith School District will not discriminate against any employee on the basis of any disabling condition that may result from the employee's having contracted a communicable disease while either on or off the job. The District will adhere to the requirements of *Title I of the Rehabilitation Act of 1973* and the employee, upon belief he or she has been discriminated against, may file a complaint with the Office of Civil Rights of the United States Department of Health and Civil Services, and the employer will take no retaliatory actions against the complainant for either filing such a complaint or filing a grievance under the School District grievance policy.

Employees with a contagious or infectious disease have a right to privacy and a need for confidentiality. Only staff members who need to know the identity and condition of such employees will be informed and may not disclose confidential information.

**COURT RECORDS OF STUDENTS**

Teachers will be informed on an individual basis by the principal or designee concerning students who have been legally charged with violent acts (when known by principal). Notice will also be given to individual teachers when students convicted of violent acts, if known by the District, are sentenced to mandatory school attendance by the courts.

**VIOLENT BEHAVIOR**

The School District will give support and assistance to a staff member who has been physically assaulted while acting in the discharge of his or her duties. Violent behavior by, or among, school employees is strictly prohibited. Appropriate disciplinary action will be taken. Action taken is subject to the grievance process specified in *Policy GBM* of the Fort Smith Public Schools Personnel Policies.

When possible, employees will immediately report to the principal or immediate supervisor all cases of physical assault in which they are involved while acting in the discharge of their duties. The principal or supervisor will take the necessary steps to ensure that the assailant, if still on school property, is removed. All reports of physical assaults will be forwarded to the superintendent at the earliest feasible time, but not later than 48 hours following the incident.

<b>POLITICAL ACTIVITIES OF CERTIFIED PERSONNEL</b>
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*(Administration, Principals, and Teachers)*

All persons connected with the Fort Smith Public Schools will have the right and will be encouraged to become fully informed of proposed legislative matters and to participate in political activities national, state, and local to the same extent as other citizens. This will include such political activities as electioneering for candidates, accepting positions in political campaigns, holding office in political party organizations, or running for political office.

Any participation in political activities by personnel of the Fort Smith Public Schools will be during off-duty time.

Leaves of absence for political activity for the purpose of being a candidate for political office or holding public office when such leaves will not adversely affect the program of the School District will be granted. Leaves of absence will be granted in accordance with established policy.

On election day, teachers as private citizens have the right to distribute political campaign materials during off-duty time in accordance with law.

During the teaching day with students, political activities and displays of any type are prohibited. Off-duty time will be defined as that time prior to 8:00 a.m. and after 3:30 p.m. each contract day.

A suitable section of the bulletin board in the teachers' lounge may be utilized for posting notices of meetings and activities of teachers. Individual teachers' school mailboxes may be used for the distribution of notices of meetings, activities, or newsletters.

The following activities are specifically prohibited on property under the jurisdiction of the Fort Smith School District:

- A. Posting of political circulars or petitions on bulletin boards;
- B. The distribution to school employees, whether by placing in their school mailboxes or otherwise, of political circulars or petitions not sent through the United States mail;
- C. The collection of and/or solicitation of funds for political use;
- D. Solicitation for campaign workers; and
- E. The use of students for writing or addressing political materials or the distribution of such materials to students.

Elections to determine membership of the Board of Education will be considered to be political within the meaning of the preceding rules. Nothing in these rules will prevent:

- A. The dissemination of information concerning school tax and/or bond elections; and/or
- B. The discussion and study of politics and political issues in the classroom when such discussion and study are appropriate to classroom studies such as history, current events, and political science. During such discussion, teachers must be especially careful that a non biased presentation is conducted and that their own views and personal beliefs are in no way allowed to influence the subject matter of the discussion.

Approved 6-16-97

Supersedes GBG dated 4-23-84

**COMMERCIAL SOLICITATIONS**

General commercial solicitation of teachers in the school is not permitted. However, instructional employees may make engagements for individuals to confer with them at school during times when they are not engaged in school duties.

**ACCEPTANCE OF GRATUITIES AND USE OF SCHOOL EQUIPMENT**

No employee will knowingly use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself or herself or others. Every employee has an obligation to report any possible conflict of interest related to employment and to comply with all ethical guidelines and prohibitions specified in *Act 1599 of 2001*.

Non school use of school equipment or property will be by permission of an individual's immediate supervisor.

**TOBACCO USE BY STAFF MEMBERS**

A tobacco-free facility will provide a healthier, cleaner, and safer environment for employees, students, visitors, and patrons. Use of tobacco products at school facilities is in conflict with the schools' goals of setting high standards and providing good role models for students. Teachers will refrain from the use of tobacco products while supervising students in any location.

In recognition of repeated warnings from the Surgeon General that being in close proximity to a smoke-filled environment can create potential health hazards, effective immediately smoking or use of tobacco or products containing tobacco in any form in or on any property owned or leased by the Fort Smith School District, including school buses, is prohibited.

The School District has available to staff members information on tobacco use cessation programs and products.

**ADMINISTRATIVE PROCEDURE FOR HANDLING TEACHERS' GRIEVANCES**

A grievance will mean a complaint by a teacher that there has been an alleged violation, misinterpretation, or misapplication of the *Personnel Policies of the Fort Smith Public Schools*—official Board of Education publication. If a question or policy interpretation arises over which the principal has no control, the teacher or Classroom Teachers Association may submit such grievance in writing directly to the superintendent. If the Association submits such grievance, the name of the teacher involved, if applicable, and the circumstances pertaining to the grievance must be given. The processing of such grievance will commence at Level II.

A grievance must be filed in writing at Step II within **forty-five** working days of the occurrence of the event complained of or from the time when such event might reasonably have been ascertained to have occurred.

The failure of a teacher to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits will permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

Processing of a grievance at any step may be rescheduled by written agreement of both parties.

**COUNSEL:**

In any of the steps the teacher may represent themselves or be accompanied by whomever they choose, provided they have advised the person with whom the meeting is planned of the intention to be accompanied by another person. The grievant will be present in all steps.

At Step II and/or any subsequent level of a grievance, the grievant and his or her counsel will have the right to make statements and present written affidavits.

No reprisals of any kind will be taken by the administration or Board against any participant in the grievance procedure by reason of such participation.

**STEP I:**

A teacher with a grievance should first seek an informal resolution of the grievance with his or her principal or immediate supervisor. If the grievance is not resolved satisfactorily, then the grievance will be put in writing and submitted to the principal or immediate supervisor. Processing of the grievance will take place within **eight** calendar days from the receipt of the Step I written notification.

**STEP II:**

If the grievance is not resolved during Step I, the teacher may request in writing not later than **eight** calendar days from the receipt of the Step I written notification of grievance decision, a meeting with the superintendent or his or her designee at a mutually agreed-upon time. The grievance meeting will take place within **eight** calendar days of the receipt of written request. The determination by the principal, superintendent, or their designees that the concern expressed by the teacher is not a grievance, may be appealed to the Board for a final decision.

**STEP III:**

If there is no resolution of the grievance after Step II, the teacher may request in writing, not later than **eight** calendar days from the receipt of the Step II written notification of grievance decision, a hearing before the full Board of Education at the next regularly scheduled Board meeting. The hearing will be

open to the public unless either the superintendent or the employee requests a private hearing. The meeting with the Board will be held within **forty-five** calendar days from receipt of written request by teacher to the Board.

**STEP IV:**

The decision of the Board will be final and forwarded to the teacher not later than **fourteen** calendar days from the date of the hearing. Any person has the right to take his or her grievance to a court of law. In the event a grievance is filed at such time that it cannot be processed through all the steps necessary for the procedure by the end of the school year, the steps may be continued into the summer months or reconvened during the first **fourteen** calendar days of the new school year at the request of the grievant specified in writing to the superintendent of schools by certified mail not later than May 31 of the current school year.

<b>CONTRACTS</b>
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Staff members are employed by the Board of Education upon recommendation of the superintendent of schools. The employment of administrative and supervisory employees and members of the permanent teaching staff is evidenced by contracts, binding on both employer and employee. No teacher will be required to sign and return a contract for the next school year any sooner than **thirty** days after the contract is issued to the teacher. The teacher will have the right to unilaterally rescind any signed contract no later than **ten** days after the end of the school year.

All certified employees will be contracted and employed in accordance with current Arkansas state law and regulations.

Contracts may be issued by the superintendent, subject to Board approval at the next regular Board meeting. Board failure to approve the recommendation will nullify the contract except for actual services rendered.

The teacher will file in the office of the superintendent an official transcript of college training, an acceptable proof of birth, and will register a valid teaching license of highest grades attainable with college credits.

All teachers will present annually to the superintendent's office a certificate of health from a regular-licensed physician, if required by rules and regulations of the Board of Education and the State Board of Health, including evidence of freedom from tuberculosis if required by the State Board of Health.

If schools are closed for any reason over which the Board has no control, teachers will be required to make up without additional pay such part of time as the Board deems necessary.

The teacher agrees that the Board of Education as the employing agency is authorized to make such deductions from the salary as may be required by law for teacher retirement, taxes to the government of the United States, and to the state of Arkansas.

Teachers are required to attend all meetings called by the superintendent, principal, or supervisors unless excused. It is agreed the teacher will abide by personnel policies duly established by the Board of Education.

<b>SALARY SCHEDULE</b>
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All teachers are paid on a single schedule based on training and approved experience. The salary schedule is computed on a **nine and one-half** months' term of school. Teachers will be paid in **twenty-four** installments beginning August 31, 2007. Payment for June, July, and August may be obtained by the teacher by the end of the fiscal year. Newly hired certified employees with effective contract dates on or after July 1, 2009, will be compensated through direct deposit. Direct deposit will be made available upon request to certified staff members hired prior to July 1, 2009. Direct deposit procedures will be in accordance with guidelines promulgated by the School District finance office.

Any teacher leaving the School District prior to the close of the school year is paid in full for the total number of days of service rendered at the end of the next regular pay period.

Approved experience is determined by giving full credit for prior teaching experience in other school districts. Full credit will be granted for prior teaching experience in the Fort Smith Public Schools. The provisions of sentence one of this paragraph will become effective for school contracts beginning on or after July 1, 2000, and are not retroactive.

Effective July 1, 2007, **one** full year credit will be allowed for each year of full-time active military service up to a maximum of **four** years credit on the Fort Smith certified salary schedule.

Placement on the certified salary schedule will also be determined by reviewing the teacher's academic credentials. College credit earned after a degree is granted in a subject matter field, in the general field of education, or for advanced degrees in fields other than education will be approved only for those courses related to the subject matter field, related to the operation of a school district, in the general field of education, or part of the certification requirements for a new field. However, an advanced degree in any field awarded (not honorary) from an accredited institution will be recognized, and the teacher will qualify for appropriate placement on the salary schedule. The provisions of this paragraph will become effective July 1, 2000, and are not retroactive. Individuals who achieve the National Board for Professional Teaching Standards Certificate will be granted an annual \$2,000 award from the Fort Smith Public Schools for the **ten**-year life of the certificate. This award will be in addition to any state or federal money granted for this purpose. A printed copy of the current salary schedule may be obtained from the Public Schools Service Center. It will be the policy of the School District to employ teachers in accordance with the certification requirements of the Arkansas Department of Education.

**CLARIFICATION:** Allowance of undergraduate credit hours on the certified salary schedule will be effective for hours earned after January 25, 1982. Previously-earned undergraduate credit will not be allowed. Graduate credit will be required for the steps above the master's degree except a maximum of **nine** undergraduate credit hours above the master's degree will be allowed per this policy. At least **three** of the **nine** undergraduate credit hours must be earned after June 30, 1999.

Credit will be given for a course only one time. The undergraduate hours must have been earned by an individual after the completion of the master's degree for work directly related to their teaching field, in the general field of education, or as part of the certification requirements for a new field.

Approved 6-22-09

Supersedes GCBA dated 6-25-07

Supersedes GCBA dated 6-26-06

<b>FRINGE BENEFITS FOR CERTIFIED PERSONNEL</b>
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The School District contributes to the premiums of group policies to provide for medical-hospitalization, dental, and life insurance. The District contribution and benefits provided by these policies are subject to annual review. Benefits at District expense may be added from time-to-time as the need arises. Subject to terms of the policies, participants in these programs will have the option of electing a family policy when available with the extra cost of a family policy being withheld from the teacher's salary.

Participation in the District flexible benefits plan exempts the participant from paying federal or state income tax or social security tax on all money that has been committed to the plan. All applicable regulations which govern Section 125 of the IRS Code will be in effect for the School District program.

District contributions to these benefits for a teacher resigning during the school year or who begins service during the year will be proportional to the length of service they have rendered during the year.

Employees who resign will be extended an opportunity to participate in the government-sponsored COBRA Health Insurance Program.

Persons granted a leave of absence by the Board of Education will be eligible to remain in the insurance group. The District will pay premiums for persons on sick leave or sabbatical leave. Persons on leave without pay may remain in the group by transferring to the COBRA plan for a maximum of **eighteen** months by paying full premiums.

Individuals will be afforded the opportunity to participate in a 403(b) TSA program through payroll deduction.

<b>PAYROLL DEDUCTIONS</b>
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In accordance with *Act 108 of 1969*, any teacher (certified personnel) of this School District may request in writing and have deducted from his or her salary, current membership dues in any bona fide teachers' organization designated by the teacher.

The teacher may request a lump sum deduction or have the sum to be deducted spread over the school year. The teacher may file a written request at any time during the school year and have the appropriate deduction made. The School District will transmit the sum deducted to the organization designated by the teacher in his or her request. All requests will bear the manual signature of the teacher.

Any teacher who is employed during the school term is entitled to dues-withholding services if requested at the time of employment.

## LEAVE OF ABSENCE

The Board of Education grants leaves upon recommendation of the superintendent of schools.

To obtain a leave of absence which may be taken for a semester or a year, an employee must make his or her request in writing to the superintendent of schools. In the letter requesting a leave, he or she should state the reason for the leave, the semester or year for which the leave is requested, and any other information required for the particular type of leave desired.

Specified acceptable reasons for leaves of absence which are not covered by other leave policies include personal illness, bodily injury, illness in the immediate family, maternity, professional study, full-time officer of state or national educational association, or an assignment with the state or national government.

Any certified employee may request a leave of absence without pay upon written application for the purpose of campaigning for or serving in a public office (elected or appointed). Upon return from such a leave, the following is applicable:

- A. The employee will not accrue salary credit or seniority during the leave of absence;
- B. Upon expiration of the leave, the employee will be placed in an equivalent job position and salary schedule placement as that held when going on leave; and
- C. All benefits, including seniority and accrued sick leave to which a teacher was entitled at the time the leave of absence began, will be restored upon his or her return to active duty with the District.

Only persons with **three** or more years of service in the Fort Smith Public Schools will be eligible for leave of absence under the provisions of this policy. Leaves may be granted for no more than **one** year at a time. Persons on leave may request an extension of leave on the same basis as if they were under contract. A maximum of **three** cumulative years leave of absence may be granted to any one person (excluding any personnel granted a leave of absence for leave time prior to July 1, 2005).

Granting a leave by the Board signifies its intention to re-employ the person upon termination of his or her leave.

A teacher granted a leave will retain all personal benefits accrued unless the teacher will have accepted other employment.

Emergency situations which do impact on the individual's leave status to cause an acceptance of other employment may be presented or appealed to the Board on a case-by-case basis.

<b>SABBATICAL LEAVE</b>
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Certified teachers may be granted a one year's leave for the purpose of obtaining a specialist degree or a doctorate. A teacher approved for such leave will receive **one-half** of his or her salary for the year just preceding the year's leave. Such leave may be extended for **one** additional year with no pay by agreement with both parties. Conditions for granting such leave will include the following:

- A. The teacher must have completed **six** years Fort Smith service;
- B. The teacher will make written application to the superintendent of schools at least **six** months prior to the beginning of the leave. The applicant should state tentative study plans, how such studies will contribute to service to Fort Smith Schools, and other pertinent information as may be requested by the School District;
- C. The teacher agrees to work in the Fort Smith Public Schools at least **three** years immediately following the leave of absence;
- D. The teacher will sign a promissory note to the School District for the total amount of salary and benefits received from the District during their period of leave. This note will be discounted at the rate of **thirty-three and one-third** percent for each year's acceptable service immediately following the leave;
- E. During the sabbatical leave the certified teacher will be entitled to full insurance benefits and retirement credit based upon the salary they will receive. Payment of their **one-half** salary will be on the same salary schedule as other teachers;
- F. The District will reemploy the teacher after the leave at a salary based upon the teacher's position on the Fort Smith certified salary schedule. The teacher will receive the same experience credit they had at the time of leave and academic credit for work completed by November 1 of the year they return to work. Upon returning to full-time service, the teacher will retain all benefits as provided in Fort Smith District policies that they had at the beginning of the leave. Failure on the part of the District to reemploy the teacher will nullify the teacher's obligations to the District, and
- G. The School District may allow a maximum of **three** leaves per year.

**ABSENCE FROM SCHOOL**

A teacher unable to report for work should notify the principal and/or call the code-a-phone in accordance with administrative procedure. Absence from school for any reason must be reported to the principal or immediate supervisor, and a written statement must be submitted and signed by the teacher setting forth the cause of absence. Substitute teachers are paid through the School District finance office.

The selection and assignment of substitute teachers are responsibilities of the School District administration.

Pursuant to Act 867 of 2007 (ACA 6-17-211), employees of the Fort Smith Public Schools must use personal leave, as defined by the Act, or leave without pay when away from the school premises for reasons other than school functions that occur away from the school premises.

Approved 4-28-08  
Supersedes GCBDB dated 6-26-95  
Supersedes 4520 dated 4-24-78

<b>SICK LEAVE</b>
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All Fort Smith Public School certified employees are allowed sick leave for personal illness according to the provisions and schedule listed below (*also see Family Illness*):

**A. SICK LEAVE ACCUMULATION:**

In accordance with Arkansas state law, each employee will receive a minimum of **one** day per month or major portion thereof sick leave per year at full pay. Sick leave that is unused by an employee during any school year will be accumulated for such employee's sick leave account at a rate of **one** day per month or major portion thereof with unlimited accumulated sick leave. An employee who qualifies for sick leave may use any amount up to his or her total number of accumulated days. Employees coming into the District will be credited with accumulated leave as per state law.

**B. GUARANTEED ANNUAL LEAVE:**

In the event a certified employee in the Fort Smith School District exhausts his or her sick leave under section A of this policy, he or she will have an accumulation of **forty-five** days to be used as needed over a lifetime in conjunction with (not in addition to) the above section A. This provision will guarantee annual sick leave as follows until the forty-five days are exhausted:

<u>Years Experience</u>	<u>Leave</u>
0-2 years	10 days
3-6 years	15 days
7-11 years	20 days
12-16 years	25 days
17 and above	30 days

**C. EXTENDED LEAVE:**

In the event a certified employee in the Fort Smith School District exhausts his or her sick leave under sections A and B of this policy, he or she will be allowed an additional forty-five days to be used over a lifetime with only the cost of the substitute salary being deducted. This provision will be administered annually as needed using the following guidelines:

<u>Years Experience</u>	<u>Leave</u>
0-2 years	10 days
3-6 years	15 days
7-11 years	20 days
12-16 years	25 days
17 and above	30 days

Sick leave benefits provided in sections A and/or B and/or C of this policy may be claimed beginning the first day of the contract.

**D. CATASTROPHIC AND DREAD DISEASE LEAVE:**

An employee who becomes unable to perform his or her duties due to an injury or disease certified by the treating physician will be granted up to thirty days leave at full pay in one year or seventy-five days leave with full pay during the total employment tenure of the individual. Additional leave with only the cost of the substitute's salary being deducted will be granted annually as needed at the following rate:

<u>Years of Service</u>	<u>Leave</u>
0-5 years	30 days
5-10 years	60 days
10 and above	150 days

Benefits under this section are payable for time of illness or incapacitation during the dates of service in the contract. The employee must exhaust sick leave under Section A before using leave under Section D.

Eligibility under this section may be established any time on or after the date of signing a contract. Once eligibility has been established benefits may be claimed more than once in a school year for the initial injury, disease, or complication. Additional eligibility must be established each year or for any unrelated injury or disease.

Physician statements verifying that the employee is unable to work must be provided to the district as requested. The district may request a confirming statement about the status of an employee's incapacitation from a physician of its choice.

**E. EXHAUSTION OF SICK LEAVE:**

If an employee should take sick leave after exhausting all leave under sections A, B, C, and D of this policy it will result in an immediate deduction of salary at his or her daily rate of pay for each day taken. Upon resignation prior to the end of an employee's contract any sick leave that has been used but not earned will be deducted from the final payment at the employee's daily rate of pay.

**F. PHYSICIAN'S STATEMENT:**

The treating physician's statement may be requested by the principal or superintendent from any employee who is absent due to personal illness. The School District may request a confirming statement about the status of an employee's illness from a physician of its choice.

**G. WORKERS COMPENSATION:**

An employee eligible for worker's compensation benefits should make application for those benefits. The District will use the employee's accumulated sick leave until exhausted so that when combined with workers' compensation he or she will receive payment equivalent to his or her regular weekly salary. Sick leave time used in conjunction with workers' compensation will be computed on the same basis as regular sick leave.

**H. SEVERANCE:**

If after **ten** or more years service to the Fort Smith Public Schools an employee leaves the District, that employee will receive payment of his or her unused portion of sick leave to a maximum of one hundred twenty days at the base rate of current substitute pay. Payment will be made only for unused sick leave that is accumulated under section A of this policy. Application for payment must be made at the time of severance. This policy will become effective for the 1995-96 school year.

**I. RETIREMENT:**

If after **five** or more years service to the Fort Smith Public Schools an employee retires, that employee will receive payment of his or her unused portion of sick leave to a maximum of one hundred twenty days at the base rate of current substitute pay. Payment will be made only for unused sick leave that is accumulated under section A of this policy. Application for payment must be made at the time of retirement. In the event an employee with **three** or **four** years of service to the Fort Smith Public Schools retires, that employee will receive payment of his or her unused portion of sick leave which he or she has accumulated while employed in the Fort Smith School District at the base rate of current substitute pay. This policy will become effective for the 2005-06 school year. Application for payment must be made at the time of retirement

**J. DEATH:**

If a certified employee dies while employed in the Fort Smith School District, that employee's beneficiary will receive payment at the base rate of current substitute pay of the unused portion of the employee's sick leave to a maximum of one hundred twenty days which had accumulated while the deceased was employed in the Fort Smith School District. Payment will be made only for unused sick leave that was accumulated under section A of this policy.

Any accrued sick leave which is used to establish additional retirement credit is not eligible for payment under this policy.

**K. CARE OF A CHILD FOLLOWING BIRTH OR ADOPTION:**

Upon request each employee may be granted a maximum of **thirty** days paid leave with only the reduction for the current base rate of substitutes pay for the purpose of caring for a child following birth or adoption. The employee is entitled to one leave per child and agrees to not take an additional paying job during the leave of absence. Upon return from such leave the employee will be placed at the position on the salary schedule the employee would have attained had he or she taught in the District during such period.

**L. FAMILY AND MEDICAL LEAVE:**

Pursuant to the *Family and Medical Leave Act of 1993*, the Fort Smith School District will grant unpaid leave which when combined with other paid leave should not exceed a maximum of **sixty** days (twelve weeks) during any **one** rolling-year period (a "rolling" twelve-month period is measured backward from the date an employee uses FMLA leave).

All eligible employees may be granted leave under this provision for one or more of the following reasons:

1. The birth of a child of the employee and in order to care for such child.
2. The placement of a child with the employee for adoption or foster care.
3. To care for the spouse, child, or parent of the employee in the case of a serious health condition.
4. A serious health condition that makes the employee unable to perform the function of the position of such employee.

In addition to the provisions of the previous paragraph, employees may be eligible for leave related to military service:

1. Eligible employees may be granted up to 12 weeks of leave because of "any qualifying exigency" (as defined by federal regulation) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty status, in support of a contingency operation.
2. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty may be granted up to 26 weeks of leave in a single 12-month period to care for the service member. This military caregiver leave is available during "a single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

For purposes of leave taken under this section, a serious health condition means an illness, injury, impairment, or physical or mental condition that includes:

1. In-patient care in a hospital, hospice, or residential medical care facility, or
2. Continuing treatment by a healthcare provider.

Eligibility under this section requires that an employee has been employed by the District for at least **one** fiscal year and has worked 1250 hours over the previous **twelve** months.

The request for family/medical leave under this provision should be made in writing to the Associate Superintendent for Human Resources **thirty** days prior to the beginning of the leave.

Medical certification from a licensed, practicing healthcare provider must be provided with the application for FMLA. The certification must verify the need for the leave and the estimated length of the leave. The certification must include a statement that the employee is unable to perform the required functions of his or her position when applicable.

Leave granted under this provision will be in conjunction with (not in addition to) other paid or partially-paid sick leave provided by the District. Other paid or partially-paid leave which qualifies as a family/medical leave will be substituted for days provided under this section.

This section will be administered in compliance with the *Family and Medical Leave Act of 1993*.

Approved 5-23-11  
Supersedes GCBDBA 6-22-09  
Supersedes GCBDBA 4-28-08  
Supersedes GCBDBA 6-25-07  
Supersedes GCBDBA dated 5-23-05

<b>FAMILY ILLNESS</b>
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Leave under this policy will be charged against the employee's sick leave entitlement in paragraphs A and/or B and/or C of the District's sick leave policy (Policy GCBDBA). Illness must be in the immediate family which is defined in this policy to include the teacher's spouse, children, grandchildren, and parents or the spouse's parents (or legal guardians). Other relatives living in the same house with the teacher are included as members of the immediate family. Sick leave for personal illness and/or illness in the immediate family will be treated as one entitlement and cannot be duplicated. For illness in the family but outside the immediate family, only the cost of the substitute will be deducted from the teacher's pay to a maximum of **fifteen** days per school year.

Approved 6-22-09  
Supersedes GCBDBB dated 4-28-08  
Supersedes GCBDBB dated 6-18-01  
Supersedes GCBDBB dated 6-21-99

<b>DEATH IN THE IMMEDIATE FAMILY</b>
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A maximum of **four** days leave with full pay for one bereavement is allowed employees who have death in the immediate family. Immediate family will be defined to include the husband, wife, child, mother (or legal guardian), father (or legal guardian), father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, daughter-in-law, son-in-law, or other members of the family residing in the same household. Also included are the brothers-in-law, sisters-in-law, aunts, uncles, nephews, nieces, and grandparents of the employee or his or her spouse. Not more than **eight** days for total leaves under this policy may be granted in **one** year.

When a death in the immediate family is imminent, an employee may apply in writing to the Associate Superintendent for Human Resources for leave to be charged to the four-day maximum bereavement allocation described in paragraph one.

Approved 4-28-08  
Supersedes GCBDBC dated 6-26-06  
Supersedes GCBDBC dated 6-16-97

**FUNERAL LEAVE**

For funerals outside the immediate family, only the cost of the substitute will be deducted from the employee's salary or Personal Business Leave may be taken in accordance with the Personal Business Leave policy.

For funerals of current students or current staff members, reasonable efforts will be made to enable employees at the affected school to attend without deduction.

**SCHOOL BUSINESS**

Absence from work for school business must be arranged with the principal in advance.

This would include professional conventions, conferences, school visitation, and any other meetings which the principal and the superintendent would consider school business.

<b>PERSONAL BUSINESS</b>
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An employee will be allowed **two** days personal business leave at no cost to the teacher provided such leave may not be taken on days immediately preceding or following school calendar vacation periods except in cases of an emergency. Emergency requests specifying the reason must be given in writing to the immediate supervisor for approval. Such leave will be cumulative to **seven** days which will be a maximum for any year.

Personal business leave that is earned in excess of the maximum number of **seven** days accumulation will be transferred to the employee's sick leave account at the end of the school year.

Requirements for claiming personal business:

- A. The building principal or the immediate supervisor must be notified in writing at least **twenty-four** hours prior to taking such leave. Exceptions may be made in cases of an emergency where such notice is impossible; and
- B. The number of personal business leaves from any school or administrative unit will not exceed **five** people or **ten** percent of those eligible for such leave under this policy, whichever is greater, on any particular day. Requests for leaves in excess of this policy will be denied except in cases of an emergency.

<b>CIVIC DUTIES AND/OR EDUCATIONAL CONSULTANT SERVICES</b>
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Staff members who are absent from their duties because of civic duties and/or educational consultant services will:

- A. Notify their immediate supervisor of their commitment in time for arrangements to be made for continuing their activities;
- B. Be treated as on school business for jury duty and/or school-related matters. Persons subpoenaed as a witness in any court of law on school-related matters will be treated as on school business. Absences for non jury, personal, non school-related appearances in court will be treated as personal business;
- C. Be entitled to his or her regular salary for each day absent for military service up to a maximum of **fifteen** school days per year. In accordance with law, for the purpose of this section a “year” will run from October 1 through September 30.

Employees called to duty in emergency situations by the Governor or the President will be granted leave with pay not to exceed **thirty** working days. Notwithstanding any other law, during the period that an employee of a public school district is called to active duty 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** working days, the employee will 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. This leave will be granted in addition to all other leave to which the employee is entitled.

*Emergency situations* means any case of invasion, disaster, insurrection, riot, breach of peace, or imminent danger thereof, threats to the public health or security, or threats to the maintenance of law and order.

Employees called into active military duty with the Reserves or National Guard will retain all seniority rights and benefits as of the time they are called to military service, provided they notify in writing the Fort Smith School District within **ninety** days after the effective date of their release from active duty. The right of reemployment will conform with all federal government rules and regulations.

An employee who leaves employment with the School District to serve in the uniformed services of the United States and returns to employment with the School District within a **five**-year period will be treated as not having incurred a break in service.

In the event a teacher’s child or spouse has received orders for deployment to a war zone, the teacher will be granted leave at the cost of a substitute in order to visit the child or spouse. In addition, the teacher will be granted leave at the cost of a substitute to visit a child or spouse who has returned from deployment to a war zone. No more than **three** days of leave may be taken under this provision in any single school year.

- D. For serving in an elected or appointed local, national, or state office (e.g., State Legislature) have withheld from their salary the cost of a substitute teacher’s salary or the amount certified teachers are paid for civic duties and/or educational consultant services, whichever is less, for each working

day they are absent up to a total of **sixty** contract days. For days absent after **sixty** contract days, the cost of a substitute teacher's salary will be deducted. All leave taken under the provisions of this paragraph will be considered cumulatively for the purpose of calculated total days absent; and

- E. For other than conditions in paragraph B, C, or D have withheld from their salary the cost of a substitute teacher's salary or the amount certified teachers are paid for civic duties and/or educational consultant services, whichever is less, for each working day they are absent.

Civic duties will include Military Reserve and National Guard service up to a maximum of **fifteen** school days per year. Absence by reason of civic duties and/or educational consultant services will be subject to review and advice of the superintendent both as to purpose and length of absence.

Approved 4-26-10  
Supersedes GCBDBF dated 4-28-08  
Supersedes GCBDBF dated 6-26-06  
Supersedes GCBDBF dated 5-19-03

<b>VACATION</b>
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The vacation policy which will pertain to all certified **twelve**-month employees applies as follows:

Vacation entitlement is earned from July 1 to June 30. This vacation may be taken beginning June 1 of the year earned and should be taken not later than June 30 of the following fiscal year. Unused vacation leave up to **twenty** days will be carried over to a new fiscal year. Effective July 1, 2006, the maximum accumulation of vacation days, including the final year of service with the Fort Smith School District, will be **thirty-five** days.

- A. Employees who work fewer than **twenty** contract days will have earned no vacation.
- B. Employees will earn vacation at the rate of **one** day per month up to a maximum of **ten** days per year (excluding longevity employees who earn **fifteen** or **eighteen** days per year). *Exception—* Employees must work from date of employment to next June 1 in order to be eligible for any earned vacation.
- C. After an individual has been credited with **twenty** years Fort Smith experience, he or she will have earned **eighteen** days of vacation.
- D. After an individual has been credited with **ten** years Fort Smith experience, he or she will have earned **fifteen** days of vacation.
- E. From **one** through **nine** years of service, an individual has a **ten**-day vacation entitlement per year.
- F. Experience credit for out-of-district service may be granted upon application to the Superintendent of Schools.

Approved 6-22-09

Supersedes GCBE dated 4-28-08

Supersedes GCBE dated 5-23-05

Supersedes GCBE dated 6-26-95

**VACATION AND BENEFITS COMPUTATION**

Except as noted in policy GCBE, vacation and/or benefits will be computed on the basis of total actual years experience in the Fort Smith School District.

Approved 4-28-08  
Supersedes Approved 7-25-77  
New Policy

**EMPLOYMENT**

All certified staff members except the superintendent of schools will be employed by the Board of Education upon nomination of the superintendent. Should a person nominated by the superintendent be rejected by the Board, it will be the duty of the superintendent to make another nomination.

It will be the duty of the superintendent to see that persons nominated for employment to the Board will meet all qualifications established by law or by the Board for the type of position for which the nomination is made.

The assignments of certified staff members are to be made by the superintendent who is authorized by the Board to make all assignments and transfers. In the assignment of teachers, the assistant superintendent for personnel and principals may be consulted or utilized for coordination regarding assignments.

<b>EMPLOYMENT REQUIREMENTS</b>
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The teacher must hold a current state teaching certificate. The teacher must file in the office of the assistant superintendent for personnel the following:

- A. An official transcript of college training;
- B. An acceptable proof of date of birth;
- C. A tuberculosis test the first year of employment;
- D. Correct address and telephone number;
- E. Withholding exemption certificate, Form W-4;
- F. I-9 Form;
- G. Social Security Card;
- H. Arkansas Teacher Retirement application; and
- I. Other regulatory requirements or statutory law.

Any outside employment or business will not interfere with the contract services to the District. No individual will use his or her position as an educator to influence students in the purchase of merchandise for private gain.

<b>SUBSTITUTE TEACHERS</b>
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The superintendent of schools will maintain a list of qualified substitute teachers who may be called upon to replace regular teachers who are absent. Such a list will be filed with the principal of each school. A teacher whose name does not appear on the substitute list may not be employed except when specifically approved by the superintendent. Teachers who teach as substitutes may obtain salary schedules at the Public Schools Service Center.

When music and media/library teachers are absent, the administration will provide, consistent with available approved personnel, a substitute for replacement.

When a substitute teacher is not available for a student classroom in a school, the site administration may assign a certified teacher within the building to supervise those students who are without a substitute. If possible, such assignment and supervision will not cause a certified teacher to exceed the state maximum class size limits. If such assignments result in loss of designated planning time or if other administration assigned duties cause loss of designated planning time, the teacher will be given **two** options as mitigation for the loss. The teacher will have the option of either the financial compensation or release time:

- A. Any classroom teacher not receiving planning time of a minimum of **two hundred** minutes each week of scheduled time for conferences, instructional planning, and preparation in increments of no less than **forty** minutes will be compensated for the planning time lost at his or her hourly rate of pay.
- B. If release time is selected, then maintenance of records and arrangements for that release time will be handled at each building site, provided that (a) the date and hour(s) of the release time must be agreed to by the principal and the teacher, and (b) release time must be used during the school year it is earned.

<b>TEACHING ASSIGNMENTS AND TRANSFERS</b>
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To ensure that students are taught by teachers working within their areas of competence, teachers will not be assigned, except for good cause, outside the scope of their teaching certificates of their major or minor field of study. Teachers assigned outside their major or minor fields will not be penalized on the salary schedule in any way.

No later than April 10 of each school year, the assistant superintendent for personnel will cause to be published and posted in each school a complete list of all known vacancies which will occur during the following school year. During the summer months an updated list of vacancies will be posted in the main lobby of the Public Schools Service Center on June 15, July 15, and August 15. This information will also be made available to a Fort Smith teacher who contacts the School District personnel office.

Any certified teacher or administrator in the Fort Smith Public Schools may request transfer to another grade level or subject matter field (in which certified) at any time. This should be done in writing by sending a letter to the assistant superintendent for personnel to request the transfer. There is no requirement that a position be vacant when the request is made.

A request for transfer in no way guarantees that a particular position will be acquired, but consideration will be given to qualified full-time and part-time teachers already employed by the Board of Education if their qualifications are substantially equal to those submitted by applicants new to the School District. Whenever possible, every effort will be made to satisfy personnel needs of the District and the desires of the teacher and/or administrator.

Although the administration and teaching staff recognize that some involuntary transfer of teachers from one school to another is unavoidable, they also recognize that frequent involuntary transfer of teachers is disruptive to the educational process and interferes with optimum teacher performance. Therefore, to the extent possible, reassignment at the elementary and secondary school level will be voluntary. Certified staff who have been involuntarily transferred may request further reassignment to other schools or to the originally assigned school at any time by submitting a request for transfer in writing to the School District personnel office. Certified staff who have been involuntarily transferred to a new school location due to class-size adjustments or special education realignment, will have the right of first refusal when the first opening in that teacher's transferred certified subject area occurs at the originally assigned school within **three** years of the effective date of transfer.

Changes in assignment which are involuntary will be to a comparable position if possible and will not be made without a personal conference between the teacher involved and the building principal and/or assistant superintendent for personnel, as appropriate.

**OPENING OF SCHOOL TERM**

Employees are notified as to the time at which they will report for the beginning of the regular school year. Unless specific notice is given, all instructional employees are expected to report to the school to which they have been assigned.

<b>JOB RESPONSIBILITIES</b>
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Each teacher will be under the general direction of the superintendent of schools or designated assistant and immediately responsible to the principal or designated assistant for carrying out policies of the Board of Education as they relate to the functions of the school, to the classroom, and to the immediate contact with students and parents. The teacher's specific responsibilities are:

1. To assist in upholding and enforcing school rules, administrative regulations, and Board policy.
2. To direct the learning experiences of the students to meet planned instructional objectives.
3. To present the subject matter according to guidelines established by SDE, Board policies, and administrative regulations.
4. To assess the accomplishments of students on a regular basis by testing students, recording grades, and providing progress reports to parents and appropriate professionals.
5. To develop and maintain a classroom environment conducive to effective learning.
6. To take reasonable caution to protect students, equipment, materials, and facilities.
7. To establish control in the classroom and administer discipline and punishment in accordance with Board policies and administrative regulations.
8. To maintain accurate, complete records as required by law, District policy, and administrative regulations.
9. To assist in the selection of books, equipment, and other instructional materials.
10. To be responsible for supervising the proper usage of teaching supplies, classroom equipment, and other instructional materials.
11. To attend and participate in the faculty meetings.
12. To participate in the inservice education program.
13. To maintain acceptable attendance and be punctual.
14. To sponsor outside activities approved by the school and accept responsibility for extracurricular activities as assigned.
15. To maintain a professional relationship with all colleagues, students, and parents.
16. To cooperate with other members of the staff in planning and implementing instructional goals, objectives, and methods.
17. To work to maintain and improve professional competence.
18. To accept and respond to supervision.
19. To provide adequate daily lesson plans.
20. To perform other duties as assigned by principal.

<b>PLANNING TIME</b>
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The District will provide a minimum of **two hundred** minutes of planning time each week for each teacher to schedule time for conferences, instructional planning, and preparation. Planning time for elementary teachers scheduled within the student instructional day, utilizing **forty**-minute instructional blocks of time, will be provided by art, music, physical education, media personnel, etc. At least **two hundred** minutes of planning time will be scheduled each week using this format. Any teacher not receiving planning time as required by state law will be compensated for the planning time lost at his or her hourly rate of pay. Class and duty schedules will be constructed so that planning periods of staff are dispersed as evenly as possible throughout the week and do not all occur on **one** or **two** days. Planning time will not be provided by lengthening the work day unless the District compensates the teacher for the additional time at an hourly per diem rate.

The District will make positive efforts toward reducing paperwork required of staff. Only documentation that is essential to the operation of the District's programs will be required. Any duplication of paperwork required of classroom teachers should be eliminated. District administrative departments will share information and make every effort to ensure that no duplication of required documentation occurs.

**LUNCH DUTIES**

The district will provide for each certified teacher in its employment at least a **thirty**-minute uninterrupted duty-free lunch period during student contact days.

**PROFESSIONAL RESEARCH AND PUBLISHING**

The Board of Education recognizes that it has certain proprietary rights to publications, instructional materials, and/or devices prepared by employees of the School District to be distributed or otherwise held out as a product or creation of the School District. However, the Board also recognizes the importance of encouraging professional development of staff personnel and of sharing new developments with other school districts, professionals, and/or the general public and is aware that professional publication of materials by staff serves to enhance the level of instruction in and the reputation of the Fort Smith School District. Accordingly, the School District recognizes that publications, instructional materials, and/or devices produced in the author's own name and not as a primary obligation of the employee's contract with the School District, remain the property of such individual author(s) or creator(s), notwithstanding the fact that some school time, facilities, equipment, or other support of the School District was involved in creating the work.

Examples of publications or other works to which all rights are owned by the School District include school newspapers, school yearbooks, school literary magazines and anthologies, works published solely in the name of the Fort Smith Public Schools, and works specifically funded by the School District. Examples of works in which the individual author(s) or creator(s) retains ownership will include, but not be limited to, a thesis, worksheets, games, tests, teaching units, software, or other work produced while pursuing a professional degree, books or articles written under the name of the individual author(s) as opposed to in the name of the School District (except for works published in school-related publications as noted above), works of art, and musical compositions produced by teachers of those subjects in the classroom (unless specifically commissioned to produce such work for the benefit of the School District) and the instructor's own notes and materials prepared for teaching the course.

When publications or other works owned by the School District are published or otherwise disseminated in any form which attempts to indicate or allocate authorship credit, even though the work is owned by the School District, the School District will take all reasonable steps to ensure that such attribution of credit is accurate. This undertaking however is not violated by an arrangement under which a School District employee has other employees assisting or otherwise aiding in creation of the work with the understanding that such assistants are not to receive credit for their efforts or production.

Notwithstanding the above, in any particular instance the School District may waive a claim to proprietary rights in a work either before or after completion of the work if conditions warrant.

**EMPLOYEE IDENTIFICATION**

The Fort Smith Public School District will provide, at no charge to the employee, an identification badge which shall be worn at all times while on School District property except as noted below.

All identification badges remain the property of the School District and shall be surrendered upon termination of employment.

It is not the intent of this policy to require employees to wear identification badges at athletic contests, concerts, or similar events open to the general public.

Approved 6-22-09  
Supersedes GCKD dated 4-28-08  
New Policy

**LOST OR STOLEN PROPERTY**

It is incumbent upon every employee to care for property entrusted to him or her by the Fort Smith School District.

If any item of district property is lost or stolen, it shall be reported immediately to the supervisor of the person responsible. A police report will be filed when appropriate. In cases of fraud or willful negligence, the responsible party shall provide restitution to the District.

Should a fixed asset be lost or stolen, the business office will determine when to remove the property from the district or school fixed asset inventory.

Should the missing property be located or recovered, the employee's supervisor, the business office, and the police shall be notified immediately.

## PROFESSIONAL DEVELOPMENT

The Fort Smith School District will develop and implement a plan for professional staff development and inservice training based on local educational needs and state educational goals. This plan will provide education and training for Board of Education members, school and District administrators, teachers, and support staff on a continuing and regular basis throughout the school year. Teachers will be involved in the development of the plan for their own inservice education. All programs for professional development and inservice training will be evaluated by the participants in each program.

Professional development means a coordinated set of planned learning activities for teachers and administrators which are standards-based and continuous. Professional development will result in individual, school-wide, and system-wide improvement designed to ensure that all students demonstrate proficiency on the state academic standards. Approved professional development will be linked to the school's improvement plan, demonstrate research-based best practice, and be subject-specific and site-specific as often as possible.

The purpose of professional development is to improve teaching and learning so that all students demonstrate proficiency on the state academic standards. Improvement of student achievement will be the prerequisite goal of all professional development.

- A. In order to be consistent with regulations promulgated by the State Board of Education and the Arkansas Department of Education, acceptable professional development activities will meet the following criteria:
1. Approved professional development activities, whether individual or school-wide, will be based on the improvement of student achievement on state criterion-referenced examinations and other related indicators as defined by the Arkansas Comprehensive Testing, Assessment, and Accountability Program (ACTAAP).
  2. All approved professional development activities will relate to the following areas: content (K-12); instructional strategies; assessment; advocacy/ leadership; systemic change process; standards, frameworks, and curriculum alignment; supervision; mentoring/coaching; instructional technology; principles of learning/developmental stages; cognitive research; and building a collaborative learning community.
  3. To be eligible, professional development activities must produce teaching and administrative knowledge and skills designed to improve students' academic performance.
  4. Approved professional development activities may include approved conferences, workshops, institutes, individual learning, mentoring, peer coaching, study groups, National Board for Professional Teaching Standards Certification, distance learning, internships, and college/university course work.
  5. Administrative faculty meetings and administrative, organizational, or clerical work in the classroom or on school improvement activities will not count as approved professional development.

6. Certified employees in positions not directly related to instructional activities will still be responsible for completing **sixty** approved hours of professional development each year. However, the focus of their professional development may be in areas specifically related to their job assignments.
- B. Each member of the teaching staff will acquire **sixty** hours of professional development training each year during the period of June 1-May 31. The Arkansas Department of Education currently requires that **six** of the **sixty** required hours be in the area of educational technology. For teachers **two** hours of the required **sixty** hours must be in Parent Involvement Training. Every administrator must have **three** hours of Parent Involvement Training.
  - C. An employee who misses any part of regularly scheduled professional development activities for any reason (such as sickness) must make up that time in other approved professional development activities so that the **sixty** required hours are earned by each certified employee of the School District during that school year.
  - D. A minimum of **forty-eight** hours of professional development training will be offered during required professional development days at the school building or District level. Teachers will be required to attend all **forty-eight** hours of contract-time professional development unless excused by the building principal.
  - E. The remaining **twelve** hours may be obtained through any of the methods listed below:
    1. A **three**-hour graduate level college credit course will be counted as **twelve** hours of professional development if the college credit is related to and enhances the teacher's knowledge of the subject area in which the teacher is currently teaching or is part of the requirements for the teacher to obtain additional certification in a subject matter that has been designated by the ADE as having a critical shortage of teachers. These hours must be approved by the Arkansas Department of Education, Office of Professional Licensure for approval of each course.

The ADE identifies each year which subject areas and levels are teacher shortage areas. No more than half of the **sixty** required hours may be earned by college credit.

2. Professional workshops, meetings, conferences, or institutes—Number of hours training must be specific.
3. A certificate or documentation of participation will be required of all teachers desiring credit for attending meetings in this category.
4. Continuing education courses—Number of hours training must be specific and documented.
5. Textbook Selection Committee—A maximum of **six** hours training per school year will be granted for this activity.
6. NCA/ACSIP/Title I/Professional Advocacy Committees—A maximum of **six** hours training per school year will be granted to the teacher. A maximum of **nine** hours training per school year will be granted to the chairperson.
7. Development and implementation of approved evaluation professional growth plans—A maximum of **three** hours per school year will be granted for this activity. In cases in which a

certified employee is participating in an awareness or remedial plan, the principal or supervisor will determine qualifying activities and assign professional development accordingly.

- F. Documentation for individual staff members' professional development training will be maintained by year at the individual school building level. Upon the acquisition of **ninety** professional development hours, a staff member may request from his or her supervisor a waiver from subsequent professional development requirements. A minimum of **twenty** of the **ninety** hours must be earned during off-contract time. The waiver will permit the teacher to be absent from the building at those times specifically approved by the principal or immediate supervisor. A separate request should be submitted for each required activity for which a waiver is desired. Factors involved in the decision to grant a waiver will include state regulations, District requirements, and the relationship of the professional development activity to the strategic goals of the building or department.
- G. Staff members who fail to acquire the **sixty** hours training in each designated year will lose **one** day's pay or pro-rata share for each **six** hours of professional development training in which they are deficient.
- H. If the School District desires early release time and/or waiver days for additional approved professional development, application will be made to the Arkansas Department of Education (ADE) no later than August 1 preceding the start of the school year. Waiver days and early release time will only be approved to accommodate professional development hours beyond the required **sixty** hours.
- I. All mandated state standards involving professional development are subject to ongoing review and may change at the discretion of the Arkansas Department of Education. Therefore, the Fort Smith School District will comply with any changes at the state level that either increase or decrease professional development requirements.

Approved 4-26-10

Supersedes GCL dated 5-23-05

Supersedes GCL dated 6-21-04

<b>EDUCATIONAL SCHOLARSHIPS FOR TEACHERS</b>
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The Fort Smith School District will make available to teachers a cash scholarship to be used for advanced studies.

A. The following criteria apply:

1. Only full-time teachers of the Fort Smith Public Schools are eligible (excluding administrators).
2. Scholarships may be used for graduate studies, college courses taken to gain additional certification, or vocational courses that have a practical classroom application.
3. Any teacher that is awarded the scholarship must use it within **thirteen** months from the date that it is awarded.
4. Any teacher that is awarded the scholarship must submit an official transcript or grade report within **three** months of the completion date to account for use of the scholarship.
5. Interested teachers must complete and submit a scholarship application form which includes educational plans, classroom application of studies, projected cost, location of the school or program, and a brief biographical and professional history.
6. Failure to complete the course work or unsatisfactory performance (below C grade) will result in the teacher's paying back the amount of the award within **thirty** days of the end of the course.
7. Failure to submit grade reports, completion certificate, or changes in educational plans could also result in the teacher's paying back the award.

Decisions regarding the scholarship and its recipients rest solely with the Scholarship Committee. The Committee chair should be notified of any changes in educational plans outside of those outlined to the Committee on the application form.

B. The Scholarship Committee consists of **three** members selected as follows:

1. **One** member from the Fort Smith Public Schools PTA selected by the City Council PTA Board.
2. **One** member employed as a teacher with the Fort Smith Public Schools and selected by the Fort Smith Classroom Teachers Association.
3. **One** member employed as an administrator with the Fort Smith Public Schools and selected by the superintendent. The terms of the Committee members begin on March 1, and each term has a **two**-year duration. The Committee will select recipients no later than May 1. The deadline for scholarship applications will be March 1.

C. The number of scholarships awarded each year will depend on funds allocated in the current year budgeted for that purpose. The amount of each individual award will be \$750. The scholarship may not be awarded to the same teacher in **two** successive years.

## EVALUATIONS

The purposes of evaluation are to enhance the quality of instruction, to provide a basis for professional development, and to serve as the basis for sound and defensible employment decisions. It is the responsibility of the evaluator to make specific suggestions for improvement when unsatisfactory areas are indicated on the written evaluation instrument. Such suggestions will be in writing and made available to the teacher. A copy of any anecdotal notes which are kept by a supervisor and used in a recommendation for non renewal of contract or termination of contract will be given to the teacher at the time they are placed in the personnel file.

Any teacher given a written letter of reprimand may request a conference with the appropriate administrator within **three** days of the date of issuance and prior to the letter actually being put in the teacher's Service Center personnel file. If the final decision is to put the reprimand letter in the personnel file, the teacher may submit his or her written comments regarding the letter, and these comments will also be included in the personnel file.

Any reprimanding, warning, or disciplining of a teacher for delinquency in professional performance will be conducted in private. If the private meeting could result in written documentation regarding the teacher's behavior or performance, the teacher may make a clear request for a representative to be present before or during the interview. The teacher cannot be punished for making the request for representation.

The administrator must grant the request and adjourn the meeting until the teacher has had a chance to consult privately with his or her representative, or the administrator may deny the request and terminate the meeting. The administrator must give the teacher the choice of proceeding with the interview without representation or ending the interview. Any rescheduled meeting held with a representative present must take place within **seven** school days.

Beginning with the day of submission of his or her written comments regarding the letter of a reprimand, the teacher may also take action under the grievance procedure.

Each teacher will be given a copy of any written report intended for the teacher's Service Center personnel file and will have the opportunity to discuss such report with the evaluation personnel. After such discussion, the teacher will sign the report indicating only that he or she has read and discussed the evaluation.

The teacher will have the right to place in his or her file a rebuttal or additional clarification to any written evaluation. This rebuttal will be signed by the person making the original evaluation as an acknowledgment that it has been called to his or her attention. There will be an annual written evaluation report on each teacher. Evaluations will be performed in accordance with the performance-based evaluation system adopted and published by the Fort Smith Board of Education. No video, audio, or electronic surveillance device will be used for observing the teaching of "academic content" performance without the teacher's knowledge in advance.

Any complaints regarding an employee made to an administrator by a parent, student, or other person will be brought to the attention of an employee within **ten** working days if the administrator believes the complaint to be of a type that would be used on teacher summative evaluations.

Administrative summaries of written patron complaints will be placed in the teacher's Service Center personnel file only under the following conditions:

- A. The teacher may request to meet with his or her supervisor and the specified patron within **ten** school days of the date of the written complaint to explain their side of the issue; and
- B. The teacher will be given an opportunity to provide the specified patron with a written response to the allegations.

The employee will be provided a copy of a written summary of the complaint. The employee will have an opportunity to answer the complaint. The employee's response will be attached to any retained written record of the complaint. The retention in the employee's file of any oral or written complaints concerning alleged acts by the employee may be the subject of a grievance.

<b>TEACHER DISMISSAL AND NON RENEWAL OF CONTRACT</b>
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When proposed that a teacher's contract be terminated during the contract period or not be renewed at the end of the school year for another academic year for just and reasonable cause, the superintendent or the superintendent's designee will notify the teacher in writing, delivered in person, or mailed to the teacher at the last and usual known address by registered or certified mail that the superintendent will recommend in writing to the Board of Education that the teacher's contract be terminated or not renewed. Notification of non renewal of a contract will be not later than May 1 of said school term. Proposed termination may be made at any point in time.

The notification will include a statement of the reasons for such termination or dismissal or for the determination not to renew the contract of the teacher. Any certified teacher who has been employed continuously by the School District for **three** or more years or who may have achieved non probationary status pursuant to §6-17-1502, may only be terminated or the Board may refuse to renew the contract of the teacher when there is a reduction in force created by District-wide reduction in certified staff or for incompetent performance, conduct which materially interferes with the continued performance of the teacher's duties, repeated or material neglect of duty, or other just and reasonable cause.

Any teacher who receives notice as provided for above is entitled to file a written request with the Board for a hearing. Such written request for a hearing will be sent by certified mail to the president of the Board with a copy to the superintendent within **thirty** days after the written notice of proposed dismissal, non renewal, or termination of contract is sent to the teacher.

A hearing before the Board will be conducted in accordance with the following provisions:

- A. The hearing will take place not less than **five** calendar days nor more than **twenty** calendar days after the written request therefore has been served on the Board, except that the teacher and the Board may in writing agree to a postponement of such hearing to a date agreed to by the Board and the teacher;
- B. The hearing will be private unless the Board or teacher will request that the hearing be public in which case a public hearing will be held at the request of the Board or the teacher;
- C. The teacher and the Board may be represented by legal counsel; and
- D. The Board will make and preserve at its own expense a record of the hearing and will furnish a copy thereof to the teacher without cost to the teacher.

A non renewal, termination, or suspension, or other disciplinary action by the School District will be void unless the District substantially complies with all provisions of *ACA 6-17-1503, 1507, & 1510*, as amended.

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

**I. DEFINITION**

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

**II. PROVISIONS**

- A. The Board of Education, upon a recommendation by the superintendent of schools, will determine the number of staff members to be placed on RIF leave and the subject area(s), field(s), and/or program(s) to be affected.
- B. To the fullest extent possible, normal attrition will be considered first prior to reduction in force. Part-time teachers in identified areas of specialization will be released prior to reduction of teachers on full-time contracts.
- C. A teacher placed on RIF leave may engage in teaching or another occupation during the period of such leave.
- D. A RIF-leave status will not continue beyond **two** years unless the leave status is extended by Board action. (See Section III-C for the individual’s responsibilities while on RIF-leave status.)
- E. The selection of teachers to be recommended for reduction in force will be made by the superintendent of schools on the basis of the criteria and priorities listed below:
  - 1. *Seniority*—Reductions will be accomplished by layoffs of the least senior staff members in the identified areas of certification, provided, however, that teachers in their first, second, or third year of Fort Smith teaching experience will be maintained on a separate seniority list and will be considered as the least senior members for purpose of layoff;
  - 2. *Professional Training*—If **two** or more persons have the same seniority and certification area status, reduction will be determined by educational attainment in accordance with horizontal salary schedule placement. Those to the right will be considered the most senior;
  - 3. A person certified in more than one teaching area will be given precedence if seniority status and professional training are equal. A staff member involved in staff reduction may, if all other employment attributes are equal, exercise seniority and displace or place on layoff the teacher with the least seniority in the School District performing in the same assignment or assignment

for which the teacher is certified, provided that the teacher agrees to acquire **three** college hours of credit in the designated certification area during the summer terms; and

4. If seniority, educational placement, and certification of **two** or more employees are the same, reduction will be accomplished by selecting the one with the most experience in the Fort Smith Public Schools. The initial employment acceptance date (month, day, year) may be used to determine reduction if the factors of seniority, educational placement, certification, and Fort Smith Public Schools experience are equal for **two** or more persons.
- F. Specially-funded programs such as adult education, federal programs, and Title I may be modified or eliminated independent of this policy. All employees will be notified in writing of this provision at the time of employment.
- G. The implementation of a reduction in force will not be used to allow certified teaching employees to move to an administrative appointment unless selected for such an appointment through the usual selection process.

### III. PROCEDURE

- A. Reduction of certified staff members will be made on a District-wide basis (Grades K-12) rather than on a building-by-building basis whenever reduction in force occurs.
- B. Written notification to staff members affected by reduction in force will be provided as early as possible but no later than **thirty** calendar days prior to the layoff.
- C. A staff member reduced from employment through the provisions of this policy will be considered to be on RIF leave.
  1. RIF-leave status will be maintained for a period of **one** year (unless reemployed sooner by the Fort Smith Schools).
  2. If the RIFed employee wishes to remain on RIF-leave status for the additional **one**-year period, he or she must notify the District in writing not later than the **one**-year anniversary date of layoff.
  3. RIF-leave status will not be affected by employment in another school district or in another occupation.
- D. Staff members will be selected for reduction according to the provisions and the procedures of this policy. Staff members on leave of absence or sabbatical will be considered in the same manner.
- E. A seniority list which will include certification areas for the individuals listed will be used to identify persons for RIF leaves.
- F. In the event a staff member not being considered for RIF desires to volunteer for RIF-leave status, he or she would request RIF status in writing to the School District personnel office within **five** working days of the announced RIF action.
- G. Approval of a RIF volunteer would be made considering the match of the volunteer to the subject area(s), field(s), and/or program(s) affected by the RIF action. If placed on RIF-leave status, the volunteer would be subject to all provisions, procedures, recall, and rights of this policy.

#### IV. RECALL AND RIGHTS

- A. After reduction-in-force action has occurred and the need for the reduction in certified personnel has diminished, RIFed personnel will be offered employment in their certified area prior to employment being offered to teacher applicants. However, the eligible RIFed personnel must be fully certified for the available position as reflected on their current Arkansas Teaching Certificate. When positions are to be filled through the recall process, personnel on RIF leave will be recalled in the reverse order of layoff.
- B. The person being recalled will be offered employment by certified mail from the Public Schools Service Center. Recall notice will be sent to the person's last known address on file in the School District personnel office. It will be the responsibility of the RIFed person to supply the District with his or her current address.
- C. Within **ten** calendar days of postmark of the recall notice, the recalled person must accept the offer by replying by certified mail or in person to the Public Schools Service Center.

Rejection of the offer or failure to respond within ten days removes the recalled person's right to any further employment consideration under the provisions of this policy.

- D. Failure to report to work in a position that the RIFed person has accepted, unless said employee presents proof of sickness or injury, will be construed to be a default. If said RIFed person has secured employment elsewhere, he or she will be allowed a **fourteen**-day period from the date of the acceptance before being required to report to work. A person on RIF leave who has contracted with another public school district may opt to complete his or her existing teaching contract. In this case the person will be hired to fill a position at the beginning of the next school year.
- E. All fringe benefits to which an employee was entitled at the time of RIF leave, including sick leave, personal business days, etc., will be restored to him or her upon returning to full-time employment with the School District. No benefits will accrue during RIF-leave status. The employees recalled from RIF leave will be placed on the salary schedule step that he or she would have been on prior to being placed on RIF leave.
- F. Persons on RIF leave who choose to become substitute teachers will be given priority consideration. On the substitute teacher call list, the names of persons on RIF-leave status will be so designated. Those designated will be given priority when calling substitutes for duty.
- G. All teachers on RIF leave will be given priority over new applicants in filling positions which may open.
- H. When a reduction in force is declared and certified personnel are placed on layoff (RIF) status, the School District personnel office will prepare a seniority list of certified personnel. This list according to seniority will include name, service, and certification areas, and RIFed personnel will be designated. The list will be maintained in the School District personnel office for review by the appropriate school officials, the personnel involved, and a Classroom Teacher Association representative.
- I. A person who is grieved may utilize the District's grievance procedures (*Policy GBM*).

**RETIREMENT**

Any person retiring should complete his or her application for retirement benefits no later than May 31 if benefits are to begin July 1. Questions pertaining to retirement should be addressed to the Arkansas Teacher Retirement System and/or the assistant superintendent for personnel, Fort Smith Public Schools.

**SCHOOL CALENDAR**

The proposed school calendar will be addressed by the Negotiations Committee prior to, but not later than, December first of the year preceding its effect.

Included with the school calendar proposal will be recommended modifications to the calendar in the event of inclement weather which causes the School District to be closed for a day or days.

**A PROFESSIONAL CONSULTATION AGREEMENT BETWEEN THE FORT SMITH BOARD OF EDUCATION AND THE FORT SMITH CLASSROOM TEACHERS ASSOCIATION**

**PREAMBLE . . .**

The *Board of Education of the Fort Smith Public Schools* (hereinafter referred to as the *Board*) and members of the *Classroom Teachers Association* (hereinafter referred to as the *Association*) recognize that teaching is a profession and believe that the educational opportunities for the children of the District are enhanced and of a higher quality when channels of communication are open and when harmonious working relations exist between the Board and the administration and the teaching staff.

**PURPOSE . . .**

The purpose of this agreement is to set forth a recognized procedure whereby the Association, the superintendent, and the Board may work together jointly in developing educational policies and communication procedures. It is mutually agreed that:

- A. The Board of Education, under law, has the final responsibility for establishing policies for the District;
- B. The superintendent and his staff have the responsibility for carrying out the policies established; and
- C. The professional teaching personnel have the responsibility for providing the best possible education in the classroom.

**RECOGNITION . . .**

The Board recognizes the Association as the representative of the teaching staff. The recognized Association may not discriminate in its membership on the basis of race, creed, sex, marital status, grade level, or subject field.

**PROCEDURES . . .**

Association requests for consultation will be made by the president of the Association to the superintendent. Board requests for consultation will be made by the president of the Board through the superintendent to the president of the Association. The superintendent's request for consultation will be made to the president of the Association or to the Board. The requests will be made in writing stating the reasons for the requests and suggesting date for meeting.

The Board and superintendent agree to furnish the Association, upon reasonable request, pertinent information needed to make recommendations for the improvement of the educational program.

The Association agrees to furnish, upon reasonable request, to the Board and superintendent, information gathered by the Association for the improvement of the educational program.

The Board and the Association may agree to the appointment of an ad hoc study committee to research, study, and make recommendations.

The areas for consultation include curriculum, personnel policies, inservice education, salaries, fringe benefits, and other items of teacher welfare, contracts, dismissal procedure, and leaves of absence\*. Other areas may be included by mutual agreement.

\*The areas of consultation will be mutually agreed upon by the parties concerned in the School District.

**IMPASSE . . .**

If an agreement is not reached during the consultation between the superintendent and the Association and members of the Board have not participated directly in the deliberation, the Association and/or the superintendent may request the Board to authorize the appointment of an advisory panel. In case either party requests the appointment of a panel the Board will authorize such action. The panel will be composed of **one** member named by the Association, **one** member named by the superintendent, and a **third** member mutually agreed upon who will serve as chairman. After the advisory panel has compiled its report, it may be presented to the Board jointly by the Association and the superintendent or by either party. Any party in disagreement will have the right to present separate reports to the Board.

The advisory panel will report within a time specified and agreed upon by all parties concerned. The panel's report will be made available to all parties.

All parties concerned recognize that this contract will not become a part of any employment contract of any personnel of the Fort Smith Public Schools. The agreement set forth in this contract will in no way vary, alter, add to, or diminish the rights of the parties to any employment contract with the Fort Smith Public Schools and its employees.

**DURATION . . .**

This agreement is made and entered into this 23rd day of March for a period of not less than **one** year and will continue to be in full force after that date until terminated by the Board or amended by the procedures outlined below.

The provisions of this agreement will become effective when the signatures are affixed and when the Board adopts this as a part of its official policy.

Agreements reached as herein above will be attached as articles. The provisions of each article attached hereto will be effective as of the date affixed and will continue in full force.

Any party desiring changes in this agreement will notify the other parties in writing at least **thirty** days prior to March 23 of any year. Changes may be made at any time by mutual consent.

In witness whereof this agreement is made and entered into on this 23rd day of March 1970, by and between the Fort Smith Public Schools and the Fort Smith Classroom Teachers Association.

**ATTEST:**

Superintendent of Schools  
Fort Smith Public Schools

Chris D. Corbin  
March 23, 1970

Fort Smith Classroom Teachers Association

Sidney E. Johnson, President  
March 23, 1970

Board of Education  
Fort Smith Public Schools

Luther Hodges, Jr., President  
March 23, 1970

Approved 7-25-77  
New Policy

**PROFESSIONAL CONSULTATION AGREEMENT (Article)**

- A. Items in this article will in no way revoke any sections of the current *Policy GCQF*.
- B. The Fort Smith District chooses to officially recognize in its policies the Fort Smith Classroom Teachers Association which represents the majority of the teachers of the District for the purpose of negotiating personnel policies, salaries, and educational matters of mutual agreement under a written policy agreement.
- C. The FSCTA consulting team may not be limited to less than **five** teacher members selected by the Association.
- D. Both the administration and the Classroom Teachers Association teams will have the option of taking minutes of the consulting sessions and distribute those minutes to school buildings within the District.
- E. The FSCTA president will be notified of all open Board of Education committee meetings.
- F. Either the Consultation Committee or the Board may propose new personnel policies or amendments to existing policies, provided that such proposals by the Board have been submitted to the Committee for input prior to adoption.
- G. District personnel policies will be considered for adoption by the Board only after **two** readings at the monthly Board meetings.
- H. When consultation on any item reaches an impasse, the FSCTA may appear before the appropriate Board committee to make a presentation regarding its position or ideas on the specified issue. This issue can also be addressed at a regular Board meeting utilizing the standard notification procedures.

**LIABILITY FOR TEACHERS' DEBTS**

The District will not function as a collection agency for personal debts of staff members.

<b>ACCESS TO BUILDINGS</b>
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Duly-authorized representatives of the FSCTA will be permitted to transact official Association business on school property with individual faculty members during the following times:

- A. Prior to 8:00 a.m.;
- B. After 3:10 p.m.; and/or
- C. During the individual teacher's planning or lunch period with the teacher's consent.

Visits to any individual school by a representative who is not an employee of the Fort Smith Public Schools should be limited to no more than **two** visits per faculty member per month. Additional meetings may be granted upon notification to the superintendent or his designee. Representatives will sign in at the principal's office on each visit.

<b>DISRUPTIVE STUDENT BEHAVIOR</b>
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Any classroom teacher may temporarily exclude a student from the classroom when the employee judges the student's behavior to be disruptive of the instructional program.

The teacher must confer as soon as possible with the school administrator(s) and/or parent of the student about the reasons for temporary exclusion.

Before returning to the classroom, there must be a conference which will include at least the principal or assistant principal and the teacher. The parent will be notified by phone or requested to attend the conference.

The Fort Smith School District administration will maintain a student conduct and discipline handbook which contains discipline penalties, including suspension and expulsion. This discipline handbook will be made available to staff members and to parents.

Any case of assault upon a member of the teaching staff will be promptly reported to the administration. Time lost by a teacher in connection with any school-related, physical assault incident will not be charged against the teacher.

<b>ACCESS TO EQUIPMENT AND SUPPLIES</b>
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Certified employees will be provided reasonable use of equipment and supplies in a timely manner. Such equipment will include, but not be limited to, photo copy machines, typewriters, computers, and duplicating machines. The District, according to its established reimbursement policy, will provide to each pre-kindergarten through sixth grade teacher in each fiscal year the greater of **twenty** dollars per student enrolled in the teacher's class or **five hundred** dollars per classroom for the teacher to apply toward the purchase of related commodities for use by that teacher in his or her classroom for class activities. Teachers may also agree to pool resources with other teachers at their school if they wish. A commodity pooling agreement will be used to document this.

Certified employees will have access to a private conference room or office to be used for parent conferences and meetings whenever possible. It will be the certified employee's responsibility to schedule the use of such a room or office.