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(updated June of 1998 to conform with Board actions)
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Revision Adopted June 9, 2003 (to be effective July 1, 2003)
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GCB

CONWAY SCHOOL DISTRICT

ADMINISTRATORS/SUPERVISORS PERSONNEL POLICIES

Benefits, including health, life, and dental insurance, will be available to all employees who regularly work 30 hours or more per week. Employees who work part-time (less than 30 hours per week) will be provided similar coverage at a prorated rate.

LEAVES

PERSONAL LEAVE - 3 Days Per Year

Personal leave shall be available for hardships or other pressing needs and will be granted in situations which require absence during school hours for the purpose of transacting or attending to personal or legal business, or family matters. Personal leave will be granted for not more than three (3) days per year, subject to the following guidelines:

The administrator/supervisor must request leave at least 48 hours in advance, unless emergency action prohibits it. Unless an emergency exists, the supervisor may deny the request for personal leave on a school day if the granting of the leave will create a hardship on the operation of the school or unit, otherwise the leave will be granted.

Personal business leave days are not cumulative from year to year and may not be used for the day preceding or following a holiday or school vacation period.

DEATH IN THE IMMEDIATE FAMILY

Up to five (5) days per occurrence will be granted for death in the immediate family. The definition of the immediate family for the purposes of this policy shall be: father, mother, wife, husband, children, brothers, sisters, grandparents, mother and father-in-law, sister and brother-in-law. If in the opinion of the Superintendent of Schools another relationship exists similar to that of the family relationship, this leave may be granted.

SICK LEAVE

Sick leave with full pay will be granted to all eligible employees at the rate of one (1) work

day for each one (1) month of the contract year. Sick leave days may be used to attend to an ill family member. Credit for four days sick leave will be awarded on the first day of the contract year and the balance on the first day of each month, as earned, to a maximum of twelve (12) days per year. Credit for the month will be earned on the 11th work day of the month. Administrators/supervisors shall retain any accrued sick leave on the effective date of this policy. Earned sick leave is computed on a continuous basis and may be accumulated to a maximum of 140 days.

When absence on sick leave is known or anticipated, the employee will make every effort to notify the supervisor, or his/her designated representative, of his/her inability to work at least four (4) hours prior to the time set for his/her regularly scheduled working hours. A medical certificate may be required at any time from an employee requesting compensation for sick leave. If a medical certificate is required by the employer during the first five (5) days of absence, it will be done at the District's expense. However, if the supervisor has reason to believe that the use of sick leave has not been for a bonafide illness, he/she may investigate the alleged abuse. The School Administration Unit office will maintain a record of all credits and debits to the sick leave account of each employee. These sick leave accounts are available for inspection by the employee.

When an employee's illness is caused by a job related occurrence that makes the employee eligible for workers' compensation, there are options available to the employee and the district.

(a) The employee may elect to receive the difference between the Workers' Compensation payment and the regular salary. An employee who chooses this option will be charged one-half (1/2) day of sick leave for each day absent.

(b) The employee may choose not to receive any differential between Workers' Compensation and the salary and accept only the Workers' Compensation. In this event, no deduction from sick leave will be made.

If the employee chooses to receive the differential payment, all differential payments will cease when the sick leave is exhausted. The employee must notify the SAU business office of all communications from the Workers' Compensation Insurance carrier and provide copies of same to the office.

A sick leave bank of 25 days will be maintained by the district. Up to an additional 25 days may be donated to the bank by the eligible employees. Days used from the bank will be on an alternate basis with the first day being one provided by the School Board. Administrators/supervisors must elect by September 15th of each year in order to be eligible. The bank will be replenished each year on an equal basis between the Board and the employees. A committee of three (3) Conway administrators will be established to administer the sick bank.

After an employee has accumulated the maximum number of sick days, they will be paid \$20.00 for each unused day past the maximum at the end of the school year.

A stipend of two hundred dollars (\$200) shall be paid at the end of the school year to any employee who has used no sick leave or personal leave during that year.

Administrators/supervisors who have served in an administrative/supervisory post continually in the Conway School District will receive a longevity payment of \$300 commencing in the 4th year, an additional \$250 (total \$550) commencing in the 8th year, an additional \$550 (total \$1,100) commencing in the 15th year, an additional \$900 (total \$2,000) commencing in the 20th year, and an additional \$800 (total \$2,800) commencing in the 25th year. Payment will be made in a separate check at the end of the school year in the appropriate year. The longevity payment will not be part of the base salary.

VACATION

Twelve month administrators employed on January 1, 1995 or thereafter shall earn vacation days at the rate of 1 1/4 days per month until they have completed five years of service with the Conway School District. After five years, the twelve month employees shall earn vacation time at the rate of 1 2/3 day per month. All twelve month employees employed by the District prior to January 1, 1995 shall earn vacation days at the rate of 1 2/3 days per month. Vacation days may be accumulated to a total of 30 after which no more will accumulate. Vacation leave is to be taken with the approval of the Superintendent when it will not impact on the operation of the schools. Building level principals shall coordinate vacation schedules of school administrators/supervisors to ensure appropriate coverage at all times.

LEGAL

If it is necessary for any administrator of the School District to serve as a juror or as a witness, they shall be reimbursed the difference between their regular pay and jury or witness pay. Administrators/supervisors required to appear in court on school related issues are considered to be on duty.

MILITARY LEAVE

Any administrator who is a duly qualified member of the Reserve components of the Armed Forces will receive, in addition to his/her normal vacation, a leave of absence with pay, equal to the differential between his/her regular pay and that paid by the military for the time assigned to duty in order to receive military training with the Armed Forces of the United States under the following conditions:

He/she shall give evidence defining the date of departure and date of return for purposes of military training thirty (30) days prior to the date of departure. He/she shall give evidence of satisfactory completion of such training immediately upon his/her return.

In time of war, or state of national emergency, any administrator ordered to active duty in the Armed Services of the United States, including over seas service of the Red Cross, shall,

upon application, be granted a specific leave of absence.

This leave shall continue for the duration of the period of actual military service, and for thirty (30) days immediately following the discharge of the administrator.

Within thirty (30) days following the discharge, each person desiring reinstatement shall so notify the Board and shall furnish evidence of physical fitness and mental competence for the type of work in which he/she was engaged at the time leave was granted or such other work as may be available.

Reinstatement of such administrator shall be made within ninety (90) days after receipt of the notice that the administrator desires to be reinstated.

All administrators/supervisors on military leave shall be given the benefit of any increments and benefits which would have been credited to them had they remained in active service with the public schools.

The Board reserves the right to extend a leave to those remaining in military service beyond the compulsory service period.

UNPAID LEAVES OF ABSENCE

Upon application of the employee, an unpaid child care leave of absence may be granted to permanent employees who have been employed at least one (1) year before said application, said leave to commence at the time recommended by the doctor, where appropriate, and to extend for a period not to exceed six (6) months. If any employee who has been granted a child care leave of absence in accordance with this provision shall fail to return to work upon the expiration of such leave of absence, the employee shall be deemed to have voluntarily terminated employment.

A permanent employee with at least five (5) years of permanent service within the District may apply for a six (6) month to one (1) year leave of absence without pay. Application for such leave must be in writing to the Superintendent of Schools and the reason for the leave must be clearly stated. The application must precede the proposed effective date of any such leave by a least thirty (30) days. Upon the recommendation of the Superintendent, the Conway School Board shall decide whether to grant the requested leave. The School Board's decision shall be final and unreviewable in any forum. Neither the Board's decision nor the Superintendent's recommendation shall be grievable.

Benefits may be continued during unpaid leave at the same rate of contribution by the Board and employee, if requested by the employee at the time of application for leave.

Any administrative/supervisory employee who is granted an extended leave of absence must sign an agreement to return to the District for one year following the leave. If an employee who has been granted a leave of absence in accordance with this provision shall fail to return to work upon the expiration of such leave of absence, the employee shall be deemed to have

voluntarily terminated employment. In the event that an employee on leave fails to return to the district as agreed, the employee shall repay to the district any funds paid in benefits on behalf of the employee.

EVALUATION

Each administrator/supervisor will be evaluated annually by the immediate superior and rated at, above, or below expectations using the document and process developed by the Superintendent and administrative team and approved by the Board.

The evaluation process shall include:

- (a) Administrators/supervisors will meet with their immediate superior by September 30 of each year and develop a maximum of three performance objectives in addition to normal job expectancies.
- (b) Any administrator demonstrating deficient performance shall be advised in writing as soon as practical, and within ten school days after such performance is noted as deficient. The supervisor will confer with the Superintendent and develop a prescription of assistance for the employee. Documentation of conferences and prescriptions for assistance shall be provided to the employee and maintained in the files.
- (c) By February 1, all administrators shall have a mid year review of their performance. If performance is deemed to be satisfactory, with no competencies rated "below expectations," such review may be informal, but must be documented.
- (d) Any administrator/supervisor whose performance has been noted as deficient, and/or who is being considered for nonrenewal, must be notified by March 1 of the Superintendent's decision. At the administrator's discretion, the administrator may request a nonpublic meeting with the School Board to discuss the evaluation which indicates below expectations performance.
- (e) All administrator evaluations and salary recommendations based on performance should be completed by May 15. In all instances of mid year and final evaluations, the employee retains the right to attach rebuttal statements to the evaluation document.
- (f) Administrators/supervisors may appeal salary recommendations based on performance to an appeals committee to be established by the Board, Superintendent, and administrators. The School Board will consider the recommendations of the appeals committee and will make a final decision. Administrators will be notified of the salary decisions as soon as practical following the Board's action.

The specific procedures for implementing the evaluation process and the formula for performance based salary increases will be developed jointly by a committee of administrators/supervisors and the Superintendent.

WORK YEAR

THE FOLLOWING CONTRACT YEAR GUIDELINES ARE ESTABLISHED FOR ADMINISTRATORS/SUPERVISORS:

Elementary Principals (187 teacher days * + 28)	215 Days	Food Service Director (187 teacher days + 18)	205 Days
High School Principal	12 Months	Bldgs. & Grounds Coordinator	12 Months
Middle School Principal (187 teacher days + 28)	215 Days	Athletic Director (187 teacher days + 13)	200 Days
Assistant Principals (187 teacher days + 28)	215 Days	Technology Coordinator (187 teacher days + 28)	220 Days
9th Grade Housemaster (187 teacher days + 28)	215 Days	Director of Guidance (187 teacher days + 33)	220 Days
Career/Technical Director (187 teacher days + 28)	215 Days	Mentor Dir./Literacy Program Coordinator (187 teacher days + 15)	202 Days
Special Education Coord. (187 teacher days + 28)	215 Days		
		KHS Bldgs/Grounds Supervisor	12 Months

(* = current teacher contract agreement)

Upon recommendation by the Superintendent and approval by the School Board, the guidelines for length of contract may be adjusted.

The Superintendent, in consultation with the administrators/supervisors, will establish and publish an annual work year calendar including appropriate paid holidays and pay schedule for the year.

Administrators/supervisors who have contracts of less than 12 months will fulfill their required number of days by:

1. working the days during school year that children are in session, and
2. working the additional days according to a schedule agreed to by the superintendent.

Administrators/supervisors who are scheduled to be on duty will receive paid holidays as follows:

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|------------------|------------------|
| Independence Day | Christmas |
| Labor Day | New Year's Day |
| Columbus Day | Civil Rights Day |
| Veteran's Day | Presidents' Day |
| Thanksgiving (2) | Memorial Day |

Employees with less than 12 month contracts will have their work days calculated so as to not include the specified holidays as work days.

The work day for administrators other than principals will be established by the immediate superior in consultation with the Superintendent at the beginning of the year.

COURSE REIMBURSEMENT

The District will reimburse administrators/supervisors for courses having direct and meaningful application to the administrator's job up to 9 credits per year. Prior approval is required in all cases and is subject to the discretion of the Superintendent. Approval or denial shall not be based solely on fund availability.

EMPLOYEE OBLIGATION FOR TUITION REIMBURSEMENT

Any employee who receives tuition reimbursement shall agree to remain as an employee of the Conway School District for at least one year from the end of classes for which the employee is reimbursed. If the employee leaves the employ of the Conway School District within that period, the District shall require the amount of the tuition to be reimbursed

REDUCTION IN FORCE

If a position is removed because of a reduction in force, an administrator whose performance has been acceptable will be offered an opportunity to fill a professional position within the District, provided that the administrator is qualified, certified, or immediately certifiable for the position. If the position removed because of a reduction in force is reinstated within one year, the administrator will be given first consideration for refilling the position.

DEDUCTIONS FROM SALARY

Deductions from salary as offered by the district and SAU (credit union, tax sheltered annuities, etc.) will be provided as authorized by individual employees.

INSURANCE

Health Insurance

Effective July 1, 2009

Eligible employees may select the Harvard Pilgrim program that best meets their needs. The Board will pay 80% of the premium cost of the \$500.00 Deductable HMO Low \$15 Co-pay Rx \$0-\$30-\$50 Plan. The employee will be responsible for the remainder of the premium cost. The District will continue to offer a Point of Service and Indemnity Plan. If an employee chooses the POS or Indemnity Plan, they will be responsible for any cost above the District's share of the \$500.00 Deductable HMO Low \$15 Co-pay Rx \$0-\$30-\$50 Plan. The plans will include a prescription drug plan of \$0-\$30-\$50. The District shall offer an Internal Revenue Code Section 125 Plan for medical expenses effective July 1, 2009. Under the Section 125 Medical Reimbursement Account (MRA), the District will provide reimbursement according to the schedule below for eligible Flexible Spending Account (FSA) expenses to all eligible individual employees and the employee's eligible dependents. The District reserves the right to contract with a third-party administrator for the processing and reimbursement of these allowed expenses.

- Employee Only: up to \$500 per contract year
- Employee plus one: up to \$1,000 per contract year
- Employee plus two or more: up to \$1,500 per contract year

The district will offer to any employee covered for health insurance under another plan by the employee's spouse or other family member an insurance waiver payment equal to 50% of that portion of the premium the Board would otherwise have to pay for coverage for the employee not to exceed the 2 person premium rate. The District shall offer an Internal Revenue Code Section 125 Plan for medical expenses effective July 1, 2009. Under the Section 125 Medical Reimbursement Account (MRA), the District will provide reimbursement according to the schedule below for eligible Flexible Spending Account (FSA) expenses to all eligible individual employees and the employee's eligible dependents. The District reserves the right to contract with a third-party administrator for the processing and reimbursement of these allowed expenses.

- Employee Only: up to \$500 per contract year
- Employee plus one or Greater: up to \$1,000 per contract year

Individuals who currently receive a waiver for the family plan will be capped at the waiver dollar amount for the 2002-03 school year. The Business Office will provide forms for those interested in this wavier.

Dental Insurance

The Board agrees to pay the cost of a single membership for each employee who qualifies for such program for the following coverage: Coverage A – 100%, no deductible; Coverage B – 70%, no deductible; Coverage C – 50%, no deductible. Only employees who are regularly scheduled to work 30 hours per week or more will qualify for the dental insurance program.

Life Insurance

The district will provide group, term life insurance for each administrator/supervisor in the amount of \$50,000.

Section 125

The District will provide for "Section 125" pre-tax contribution of medical and dental premium deductions as provided by law.

HEALTH INSURANCE AFTER RETIREMENT

The Board agrees that upon retirement on or after age 55 or for disability at any age, any employee who has served ten (10) or more years in the Conway School District shall receive four (4) percent of the Conway share of an active employee to the plan the employee qualifies for, not to exceed a 2-person premium. If the retired administrator is eligible for and desires to have two-person or family coverage rather than single coverage, he/she is responsible to pay any difference

in cost which an active administrator must pay for the additional coverage.

Coverage would continue until age 65, after which the Board would pay on the same basis toward membership in the appropriate Medicare Supplemental program offered by the District's insurance carrier.

Payment for additional coverage must be received in advance of the due date of payment. Further, if the retired employee does not pay his/her portion as specified, the policy would lapse and the Conway School District would not be held responsible.

This means that a person with 25 years of service in the Conway School District would receive full payment of a single membership in the same plan as active administrators to the age of 65, and full payment of a single membership as a supplement to the appropriate Medicare Supplemental program offered by the District's insurance carrier after age 65.

COACHING RESTRICTION (This provision will be effective July 1, 2001.)

Conway administrators/supervisors, with the exception of building principals, will be permitted to coach in the district with the following restrictions.

- ◆ The administrator/supervisor will be responsible to provide time directly after school to meet with parents, students, and staff members as necessary.
- ◆ Continued coaching of the sport will be based on the administrator's/supervisor's immediate supervisor's evaluation.
- ◆ It is understood that the administrator's/supervisor's first responsibility is his/her primary position of employment.
- ◆ Building principals will not be permitted to coach in or out of the district.

EARLY RETIREMENT (This provision will be effective July 1, 2003)

Any full-time administrator/supervisor hired prior to June 30, 2000, and who has been employed a minimum of twenty (20) years, of which at least ten (10) have been within the Conway School District, may submit a request for early retirement to the Board. This request for early retirement shall be dated and signed by the employee submitting it, shall be submitted by November 15 (i.e., November 15, 1998 for retirement in June of 1999) of the year preceding the year in which the retirement shall commence, and shall specify the date selected by the employee for retirement, which shall be at the end of a school year (June). The Board shall act upon the request no later than December 31 of the year submitted.

Employees hired after June 30, 2000 must have been employed in the Conway School District at least fifteen (15) years to be eligible for the same benefits as above.

All requests for early retirement will be placed on a list in order of seniority in the Conway School District. The Board shall approve the first on the list.

If approved, the District shall pay employees granted early retirement on the following schedule:

Employees ages 55-58 years, 30% of the employee's last salary annually for a five year period.

Employees ages 59-63 years, 25% of the employee's last salary annually until age 65.

Early retirement shall be treated as a voluntary separation. The Conway School District has no further obligation with regard to employment.

Retirement – In recognition of an employee's years of service to the District, the Board has established the policy of providing a system of severance pay. An employee must retire from the School District in order to receive this benefit. Employees who opt for Early Retirement or who leave for employment elsewhere will not qualify for severance pay. Severance pay will be paid to the employee on the following formula: Number of years of service in the School District x $\frac{3}{4}$ of one percent (1%) of the base salary at the time of retirement:

Example:	BASE Salary -----	\$23,216.00
	Years of Experience in Conway -----	30
	$\frac{3}{4}$ of 1% of \$23,216 =	\$174.12
	\$174.12 x 30 years =	\$5,223.60