

## 1.17—NEPOTISM

### DEFINITIONS

“Commissioner” means the Commissioner of Elementary and Secondary Education.

“Family or family member” means:

1. An individual’s spouse;
2. Children of the individual or children of the individual’s spouse;
3. The spouse of a child of the individual or the spouse of a child of the individual’s spouse;
4. Parents of the individual or parents of the individual’s spouse;
5. Brothers and sisters of the individual or brothers and sisters of the individual’s spouse;
6. Anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual’s spouse; or
7. Anyone acting or serving as an agent of the individual or acting or serving as an agent of the individual’s spouse.

“Initially employed” means:

1. Employed in either an interim or permanent position for the first time or following a severance in employment with the District;
2. A change in the terms and conditions of an existing contract, excluding movement of an employee on the salary schedule that does not require Board Action:
  - a. ~~Renewal of a teacher contract under A.C.A. § 6-17-1506;~~
  - b. ~~Renewal of a noncertified employee’s contract that is required by law; or~~
  - c. ~~Movement of an employee on the salary schedule which does not require board action.~~

### NEW HIRE OF BOARD MEMBER’S RELATIVE AS SCHOOL EMPLOYEE

The District shall not initially employ a present Board Member’s family member for compensation in excess of five thousand dollars (\$5,000) unless the District has received approval from the Commissioner. The employment of a present Board Member’s family member shall only be made in unusual and limited circumstances. The authority to make the determination of what qualifies as “unusual and limited circumstances” rests with the Commissioner whose approval is required before the employment contract is effective, valid, or enforceable.

Initial employment for a sum of less than five thousand dollars (\$5,000) per employment contract or, in the absence of an employment contract, calendar year does not come under the purview of this Policy and is permitted.

The Board Member whose family member is proposed for an employment contract, regardless of the dollar amount of the contract, shall leave the meeting until the voting on the issue is concluded and the absent member shall not be counted as having voted.

### EXCEPTION: SUBSTITUTES

Qualified family members of Board Members may be employed by the District as substitute teachers, substitute cafeteria workers, or substitute bus drivers for a period of time not to exceed thirty (30) days per fiscal year.

A family member of a Board Member having worked as a substitute for the District in the past does not “grandfather” the substitute. The thirty (30) day maximum limit is applied in all cases.

**EXISTING EMPLOYEES WHO ARE FAMILY MEMBERS OF BOARD MEMBERS—RAISES, PROMOTIONS OR CHANGES IN COMPENSATION**

Any change in the terms or conditions of an employment contract including length of contract, a promotion, or a change in the employment status of a present Board Member’s family member that would result in an increase in compensation of more than two thousand five hundred dollars (\$2,500), and that is not part of a state mandated salary increase for the employee in question, must be approved by the Commissioner before such changes in the employment status is effective, valid, or enforceable.

**QUALIFICATIONS FOR RUNNING FOR BOARD MEMBER UNCHANGED**

The employment status of a citizen’s family member does not affect that citizen’s ability to run for, and, if elected, serve the Board provided he/she meets all other statutory eligibility requirements.

Legal References: A.C.A. § 6-24-102, 105

Additional Reference: ASBA Model Policies

Date Adopted: January 24, 2022

Last Revised: