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**LICENSED PERSONNEL**

### **3.1—LICENSED PERSONNEL SALARY SCHEDULE**

All teachers are paid based on training and approved experience. Teachers will be paid in twenty-four installments. Employees will be compensated through direct deposit. Direct deposit procedures will be in accordance with guidelines promulgated by the District finance office.

Any teacher leaving the 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 for teachers employed after July 1, 2000 is determined by giving credit for prior teaching experience in other accredited school districts. Full credit will be granted by the District for prior teaching experience in the District. 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.

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 District 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 are 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 District for the life of the certificate. This award will be in addition to any state or federal money granted for this purpose.

Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change that will be effective for the entirety of the current contract are responsible for reporting and supplying a transcript to the Superintendent or designee by November 1. Submissions after November 1 will be effective as of the beginning of the following contract.

Click link below to connect to current salary schedule:

<https://www.fortsmithschools.org/cms/lib/AR02203514/Centricity/Domain/134/2019-2020%20Salary%20Schedule%20Plus.pdf>

It will be the Policy of the District to employ teachers in accordance with the certification requirements of the Division of Elementary and Secondary Education (DESE).

### **Arkansas Professional Pathway to Educator Licensure (APPEL) Program**

Each employee newly hired by the District to teach under the Arkansas Professional Pathway to Educator Licensure (APPEL) Program shall initially be placed on the salary schedule in the category of a bachelor's degree with no experience, unless the APPEL program employee has previous teaching experience which requires a different placement on the schedule. Upon receiving his/her initial or standard teaching license, the employee shall be moved to the position on the salary schedule that corresponds to the level of education degree earned by the employee which is relevant to the employee's position. Employee's degrees which are not relevant to the APPEL program's position shall not apply when determining his/her placement on the salary schedule. A teacher with a non-traditional provisional license shall be eligible for step increases with each successive year of employment, just as would a teacher possessing a traditional teaching license.

### **Licensed employee, seeking additional area or areas of licensure**

Licensed employees who are working on an alternative licensure plan (ALP) to gain licensure in an additional area are entitled to placement on the salary schedule commensurate with their current license, level of education degree and years of experience. Degrees which are not relevant to the employee's position shall not apply when determining his/her placement on the salary schedule.

Legal References:     A.C.A. §§ 6-17-201, 202, 2403  
                              A.C.A. § 6-20-2305(f) (4)  
                              DESE Rules Governing School District Requirements for Personnel  
                              Policies, Salary Schedules, Minimum Salaries, and Documents  
                              Posted to District Websites

Additional Reference: ASBA Model Policies

Date Adopted:  
Last Revised:

### **3.2—LICENSED PERSONNEL EVALUATIONS**

#### **Definitions**

“Beginning administrator” means a building level or District level leader who has not completed three (3) years of experience as a building level or District level administrator.

“Building level or District level leader” means an individual employed by the District whose job assignment is that of a building level or District level administrator or an equivalent role, including an administrator licensed by the State Board of Education, an unlicensed administrator, or an individual on an Administrator Licensure Completion Plan. Building level or District level leader does not include the Superintendent, deputy Superintendents, associate Superintendents, and assistant Superintendents.

“Novice teacher” is a teacher who has less than three (3) years of public school classroom experience.

“Teacher” has the same definition as A.C.A. § 6-17-2803(16).

#### **Teachers**

Teachers will be evaluated under the provisions and timelines of the Teacher Excellence and Support System (TESS).

The Superintendent or designee(s) shall develop procedures to govern the evaluation process and timelines for the evaluations.

Teachers will be evaluated under the schedule and provisions required by TESS.

All teachers shall develop a Professional Growth Plan (PGP) annually that identifies professional growth outcomes to advance the teacher’s professional skills and clearly links personalized, competency-based professional learning opportunities to the professional growth outcomes. The teacher’s PGP must be approved by the teacher’s evaluator. If there is disagreement between a teacher and the teacher’s evaluator concerning the PGP, the decision of the evaluator shall be final.

Following a summative evaluation, the teacher shall receive an overall performance rating that is derived from:

1. A written evaluation of the teacher’s performance on all evaluation domains as a whole;
2. The evaluation framework and evaluation rubric appropriate to the teacher’s role;
3. Multiple sources of evidence of the teacher’s professional practice including, but not limited to:
  - a. Direct observation;
  - b. Indirect observation;
  - c. Artifacts; and
  - d. Data; and

4. Presentations of evidence chosen by the teacher, the evaluator, or both.

The Summative evaluation shall provide an opportunity for the evaluator and the teacher to discuss the review of the evidence used in the evaluation and provide feedback that the teacher can use to improve his/her teaching skills and student learning.

While teachers are only required to be summatively evaluated once every four (4) years, the teacher's evaluator may conduct a summative evaluation in any year.

A teacher shall continue to demonstrate a commitment to student learning in formative years by furthering the teacher's professional growth and development as guided by the teacher's PGP. The teacher's evaluator, or one or more individuals selected by the evaluator, shall support the teacher on an ongoing basis throughout the formative years by:

- Providing teachers with immediate feedback about teaching practices;
- Engaging teachers in a collaborative, supportive learning process; and
- Helping teachers use assessment methods supported by evidence-based research that inform the teacher of student progress and provide a basis for adapting teaching practices.

An overall performance rating is not required in a formative year.

#### **Building Level or District Level Evaluations**

Building level or District level leaders will be evaluated under the schedule and provisions required by the Leader Excellence and Development System (LEADS).

The Superintendent or designee(s) shall develop procedures to govern the evaluation process and timelines for the evaluations.

Beginning administrators shall have a summative evaluation in the year following the completion of their beginning administrator period and will be added to the four (4) year summative evaluation rotation for following years.

A building level or District level leader shall complete a PGP based on the standards and functions determined during the initial summative evaluation meeting with the Superintendent or designee. If there is disagreement between a building level or District level leader and the leader's evaluator concerning the PGP, the decision of the evaluator shall be final.

The building level or District level leader shall annually revise his/her PGP and associated documents required under LEADS. In a non-summative evaluation year, his/her job performance will be measured on how well the PGP's goals have been met.

The Superintendent, or designee shall use the evaluation framework and rubric that is appropriate to the role and responsibilities of the building level or District level leader when conducting the building level or District level leader's summative evaluation. The Building level or District level leader's summative evaluation shall result in a written overall

performance rating that is based on multiple sources of evidence of the building level or District level leader's professional practice, which may include:

1. Direct observation;
2. Indirect observation;
3. Artifacts; and
4. Data.

When the Superintendent or designee conducts a summative evaluation, he/she will base the building level or District level leader's continuing employment recommendation on:

- The level of performance based on the performance functions and standards of the evaluation rubric;
- The evidence of teacher performance and growth applicable to the building- or District-level leader; and
- The building- or District-level leader's progression on his or her professional growth plan.

While building level or District level leaders are required to be summatively evaluated once every four (4) years, the Superintendent or designee may conduct a summative evaluation in any year.

Legal References:       A.C.A. §§ 6-17-2801 et seq.  
                              A.C.A. § 11-3-204  
                              DESE Rules Governing Educator Support and Development

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

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

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

Reference: ASBA Model Policies

Date Adopted:

Last Revised:

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### **3.3.1—ANTI-NEPOTISM OR RELATIONSHIP POLICY**

Members of an employee's immediate family and their romantic partners will be considered for employment at the District on the basis of their qualifications. Immediate family and romantic relationship partners may not be hired, assigned, transferred or promoted, however, if the employment, assignment or new position would:

1. Create an immediate supervisor/subordinate relationship with a family member or romantic relationship partner; or
2. Have the potential for creating an adverse impact on work performance.

For the purpose of this Policy, immediate family includes spouse, parent, child, sibling, in-law, aunt, uncle, niece, grandparent, grandchild, and members of household. Romantic relationship means a consensual relationship between individuals of a romantic or intimate nature. Romantic relationship partner means one of the individuals in a romantic relationship.

Any employee who directly supervises another employee should refrain from romantic involvement with a subordinate. Employees who become immediate family members or establish a romantic relationship may continue employment as long as it does not involve 1 or 2 above. If one of these conditions could occur, one of the employees must first disclose the potential relationship to the Superintendent or designee and request a transfer for one of the individuals involved. Provided the disclosure is made by one of the employees prior to an allegation or investigation of a potential violation of this Policy, the District will make reasonable efforts to find a suitable position within the District for one or both of the involved employees. If an accommodation of this nature is not feasible in the District's sole discretion or otherwise fails, the employees will be permitted to determine which of them will resign. If the employees cannot make a decision, the District will decide in its sole discretion who will remain employed. If a transfer is permitted, the transferred employee will receive the wages, hours and schedule that are appropriate for the new position.

Date Adopted:

Last Revised:

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

#### **SECTION ONE**

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

In effecting a reduction in force, the primary goals of the District shall be the best interests of the students, maintenance of accreditation in compliance with the Standards of Accreditation for Arkansas Public Schools, and the needs of the District. A reduction in force will be implemented when the Superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the District, and by examining the staffing of the District in each licensure area and/or, if applicable, specific grade levels. A RIF-leave status will not continue beyond two years unless the leave status is extended by Board action.

#### **SECTION TWO**

- A. The selection of teachers to be recommended for reduction in force will be made by the Superintendent 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 teaching experience in the District 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 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 District. The initial employment acceptance date (month, day, year) may be used to determine reduction if the factors of seniority, educational placement, certification, and District experience are equal for two or more persons.
  5. Part-time teachers in identified areas of specialization will be released prior to reduction of teachers on full-time contracts.

- B. 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.
- C. 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.

### **SECTION THREE**

- 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 District).
  - 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 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.

### **SECTION FOUR**

- A. After reduction-in-force action has occurred and its need has expired, 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 District. Recall notice will be sent to the person's last known address on file in the 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 District 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 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 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 District personnel office for review by the appropriate school officials and the personnel involved.

Legal Reference: A.C.A. § 6-17-2407

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### **3.5—LICENSED PERSONNEL CONTRACT RETURN**

An employee shall have thirty (30) days from the date of the receipt of his/her contract for the following school year in which to return the contract, signed, to the office of the Superintendent. The date of receipt of the contract shall be presumed to be the date of electronic delivery to the employee.

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

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

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### **3.6—LICENSED PERSONNEL EMPLOYEE TRAINING**

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

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

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

Each licensed employee shall receive a minimum of fifty-four (54) hours of PD annually to be fulfilled between June 1 and May 31, of which one, six-hour contract day designated by the District shall be teacher-directed professional development activities tailored to licensed employees' specific interests and individual needs. A licensed employee may be required to receive more PD than the minimum when necessary to complete the licensed employee's PGP. All licensed employees are required to obtain thirty-six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.

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

The goal of all PD activities shall be improved teaching and learning knowledge and skills that result in individual, team, school-wide, and District-wide improvement designed to ensure that all students demonstrate proficiency on the state's academic standards. The PDP shall be

research-based and standards-based and in alignment with applicable DESE Rules and/or Arkansas Code.

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

The District administration and the building principal have the authority to require attendance at specific PD activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for off contract hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved PD hours credited toward fulfilling the licensed employee's required hours shall equal one (1) contract day. Hours of PD earned by an employee that are in excess of the employee's required hours, but are either not at the request of the District or not pre-approved by the building principal, shall not be credited toward fulfilling the required number of contract days for that employee. Hours earned that count toward the licensed employee's required hours also count toward the required number of contract days for that employee.

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

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

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

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

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

Beginning in the 2013-14 school-year and every fourth year thereafter, all mandated reporters and licensed personnel shall receive two (2) hours of PD related to child maltreatment required

under A.C.A. § 6-61-133. For the purposes of this training, “mandated reporters” includes school social workers, psychologists, and nurses.

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

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

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

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

Beginning with the 2018-2019 school year, the District shall provide professional development to teachers licensed:

- At the elementary level for kindergarten through grade six (K-6), in special education for kindergarten through grade twelve (K-12), or reading specialists for kindergarten through grade twelve (K-12) for one (1) of the prescribed pathways to obtaining a proficiency credential in knowledge and practices in scientific reading instruction; and
- In an area other than elementary level for kindergarten through grade six (K-6), in special education for kindergarten through grade twelve (K-12), or reading specialists for kindergarten through grade twelve (K-12) for one (1) of the prescribed pathways to obtaining an awareness credential in knowledge and practices in scientific reading instruction.

The professional development will be designed so that, by the beginning of the 2021-2022 school year, all teachers employed in a teaching position that requires an elementary education license (K-6), special education license, or reading specialists in kindergarten through grade twelve (K-12) shall demonstrate proficiency in knowledge and practices of scientific reading instruction and all other teachers shall demonstrate awareness in knowledge and practices of the scientific reading instruction.

Beginning in the 2019-2020 school year, the District shall provide annual training instruction based on the science of reading as set forth in the literacy plan contained within the District’s SLIPs.

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

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

All licensed personnel shall receive two (2) hours of training related to compliance with the District's antibullying policies to include:

- a. Bullying prevention;
- b. Recognition of the relationship between incidents of bullying and the risk of suicide; and
- c. The licensed employee's duties under the District's antibullying policies.

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

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

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

By the end of the 2014-15 school-year, teachers shall have received professional awareness on the characteristics of dyslexia and the evidence-based interventions and accommodations for dyslexia.

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

Licensed personnel may earn up to twelve (12) hours of PD for time they are required to spend in their instructional classroom, office or media center prior to the first day of student/teacher interaction **provided** the time is spent in accordance with state law and current DESE rules that deal with PD. Licensed personnel who meet the requirements of this paragraph, the associated statute, and DESE Rules shall be entitled to one (1) hour of PD for each hour of approved preparation.

Licensed personnel shall receive five (5) PD hours for each credit hour of a graduate level college course that meets the criteria identified in law and applicable DESE rules. A maximum of fifteen (15) such hours may be applied toward the thirty six (36) hours of PD required annually for license renewal.

The District shall make available annually to licensed personnel at least thirty (30) minutes of professional development on recognizing the warning signs that a child is a victim of human trafficking and reporting a suspicion that a child is a victim of human trafficking.

In addition to other required PD, personnel of Alternative Learning Environments shall receive PD on classroom management and on the specific needs and characteristics of students in alternative education environments.

District administrators as well as licensed personnel selected by the Superintendent or building principal shall receive training on the appropriate use of restraint and seclusion in accordance with DESE's Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings.

Employees who do not receive or furnish documentation of the required annual PD jeopardize the accreditation of their school and academic achievement of their students. Failure of an employee to receive his/her required annual hours of PD in any given year, unless due to illness as permitted by law, DESE Rule, and this Policy, shall be grounds for disciplinary action up to and including termination. Additionally, employees who fail to acquire the fifty-four (54) hours of training in each designated year will lose one day's pay, or pro rata share of a day for less than six (6) hours missed, of professional development training in which they are deficient.

Approved PD activities may include:

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

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

PD activities shall relate to the following areas:

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

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

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

- School Fire Marshall program (A.C.A. § 6-10-110);
- Tornado safety drills (A.C.A. § 6-10-121);
- Statewide student assessments (A.C.A. § 6-15-2912);
- Test security and confidentiality (A.C.A. § 6-15-2907);
- Emergency plans and the Panic Button Alert System (A.C.A. § 6-15-1302);
- TESS (A.C.A. § 6-17-2806);
- Student discipline training, behavioral intervention, and classroom management (A.C.A. § 6-18-502);
- Comprehensive School Counseling Program (A.C.A. § 6-18-2004);
- Training required by DESE under The Arkansas Educational Support and Accountability Act and fiscal and facilities distress statutes and rules; and
- Annual active shooter drills (A.C.A. § 6-15-1303).

Legal References:

Standards For Accreditation 1-B.4, 3-A.4, 3-B.1, 4-G.1, 4-G.2  
DESE Rules Governing Professional Development  
DESE Rules Governing the Arkansas Educational Support and  
Accountability Act  
DESE Rules Governing the Arkansas Financial Accounting and Reporting  
System and Annual Training Requirements  
DESE Rules Governing Student Special Needs Funding  
DESE Advisory Guidelines for the Use of Student Restraints in Public  
School or Educational Settings  
A.C.A. § 6-10-121  
A.C.A. § 6-10-122  
A.C.A. § 6-10-123  
A.C.A. § 6-15-1004(c)  
A.C.A. § 6-15-1302  
A.C.A. § 6-15-1303  
A.C.A. § 6-15-1703  
A.C.A. § 6-15-2907  
A.C.A. § 6-15-2911  
A.C.A. § 6-15-2912  
A.C.A. § 6-15-2913  
A.C.A. § 6-15-2914

A.C.A. § 6-15-2916  
A.C.A. § 6-16-1203  
A.C.A. § 6-17-429  
A.C.A. § 6-17-703  
A.C.A. § 6-17-704  
A.C.A. § 6-17-708  
A.C.A. § 6-17-709  
A.C.A. § 6-17-710  
A.C.A. § 6-17-711  
A.C.A. § 6-17-2806  
A.C.A. § 6-17-2808  
A.C.A. § 6-18-502(f)  
A.C.A. § 6-18-514(f)  
A.C.A. § 6-18-708  
A.C.A. § 6-18-2004  
A.C.A. § 6-20-2204  
A.C.A. § 6-20-2303 (15)  
A.C.A. § 6-41-608  
A.C.A. § 6-61-133

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### **3.7—LICENSED PERSONNEL BUS DRIVER DRUG TESTING**

#### **Definitions**

“Clearinghouse” means the Federal Motor Carrier Safety Administration Commercial Driver’s License Drug and Alcohol Clearinghouse.

“Database” means the Commercial Driver Alcohol and Drug Testing Database of the Office of Driver Services of the Arkansas Department of Finance and Administration.

“Safety-sensitive function” includes:

1. All time spent inspecting, servicing, and/or preparing the vehicle;
2. All time spent driving the vehicle;
3. All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
4. All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

“School Bus” is a motorized vehicle that meets the following requirements:

1. Is designed to carry more than ten (10) passengers;
2. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
3. Is operated for the transportation of students from home to school, from school to home, or to and from school events.

#### **Scope of Policy**

Each person hired for a position that allows or requires the employee to operate a school bus shall meet the following requirements:

1. The employee shall possess a current commercial vehicle driver’s license for driving a school bus;
2. Have undergone a physical examination, which shall include a drug test, by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certificate of school bus driver in service training.

Each person’s initial employment for a job entailing a safety-sensitive function is conditioned upon:

1. The District receiving a negative drug test result for that employee;
2. The employee submitting an electronic authorization through the Clearinghouse for the District to run a full query of the employee’s information in the Clearinghouse; and
3. The employee’s signing a written authorization for the District to request information from:
  - a) The Database; and
  - b) Any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two (2) years prior to the date of the employee’s application.

All employees who perform safety-sensitive functions shall annually submit a written authorization for the District to conduct a limited query of the employee’s information from the Clearinghouse.

The District shall perform a limited query of all employees who perform safety-sensitive functions at least once each school year. If the District's limited query of the Clearinghouse shows that information exists in the Clearinghouse that may prohibit the employee from performing safety-sensitive functions, the District shall conduct a full query of the Clearinghouse on the employee within twenty-four (24) hours of conducting the limited query. If the District is unable to conduct a full query within twenty-four (24) hours due to the twenty-four (24) hours falling on a weekend, holiday, or other day the District is closed or due to the failure of the employee to authorize the District to receive information resulting from the full query of the Clearinghouse, the employee shall not be permitted to perform any safety-sensitive function until the District conducts the full query and the results confirm that the employee's Clearinghouse record contains no prohibitions on the employee performing safety-sensitive functions.

### **Methods of Testing**

The collection, testing methods and standards shall be determined by the agency or other medical organizations chosen by the Board to conduct the collection and testing of samples. The drug and alcohol testing is to be conducted by a laboratory certified pursuant to the most recent guidelines issued by the United States Department of Health and Human Services for such facilities. ("Mandatory Guidelines for Federal Workplace Drug Testing Programs").

### **Requirements**

Employees shall be drug and alcohol free from the time the employee is required to be ready to work until the employee is relieved from the responsibility for performing work and/or any time they are performing a safety-sensitive function. In addition to the testing required as an initial condition of employment, employees shall submit to subsequent drug tests as required by law and/or regulation. Subsequent testing includes, and/or is triggered by, but is not limited to:

1. Random tests;
2. Testing in conjunction with an accident;
3. Receiving a citation for a moving traffic violation; and
4. Reasonable suspicion.

### **Prohibitions**

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- D. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;

- F. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner who, with knowledge of the driver's job responsibilities, has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

Violation of any of these prohibitions may lead to disciplinary action being taken against the employee, which could include termination or non-renewal.

### **Testing for Cause**

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

### **Refusal to Submit**

Refusal to submit to an alcohol or controlled substance test means that the driver:

- Failed to appear for any test within a reasonable period of time as determined by the employer consistent with applicable Department of Transportation agency regulation;
- Failed to remain at the testing site until the testing process was completed;
- Failed to provide a urine specimen for any required drug test;
- Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
- Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
- Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
- Failed to cooperate with any of the testing process; and/or
- Adulterated or substituted a test result as reported by the Medical Review Officer.

School bus drivers should be aware that refusal to submit to a drug test when the test is requested based on a reasonable suspicion can constitute grounds for criminal prosecution.

### **Consequences for Violations**

Drivers who engage in any conduct prohibited by this Policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.

Drivers who exhibit signs of violating the prohibitions of this Policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this Policy. This action shall be based on specific, contemporaneous, articulable observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the driver to submit to "reasonable suspicion" tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver the Superintendent or his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of 24 hours from the time the observation was made triggering the driver's removal from duty.

If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period no less than 24 hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this Policy for test results showing an alcohol concentration of less than 0.04.

### **Reporting Requirements**

The District shall report the following information about an employee who performs safety-sensitive functions to the Clearinghouse by the close of the third (3rd) business day following the date the District obtained the information:

1. An alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
2. A negative return-to-duty test result;
3. A refusal to take an alcohol test;
4. A refusal to test determination; however, if the refusal to test determination is based on the employee's admission of adulteration or substitution of the specimen, the District shall only report the admissions made to the specimen collector; and
5. A report that the driver has successfully completed all follow-up tests as prescribed in the Substance Abuse Professional report.

The District shall report the following violations for an employee who performs safety-sensitive functions by the close of the third (3rd) business day following the date the District obtains actual knowledge of:

1. On-duty alcohol use;
2. Pre-duty alcohol use;
3. Alcohol use following an accident; and

4. Controlled substance use.

Legal References:       A.C.A. § 6-19-108  
                              A.C.A. § 6-19-119  
                              A.C.A. 27-23-105  
                              A.C.A. §§ 27-23-201 *et seq.*  
                              A.C.A. § 27-51-1504  
                              49 C.F.R. § part 40  
                              49 C.F.R. § 382.101 – 605  
                              49 C.F.R. §§ 382.701 *et seq.*  
                              49 C.F.R. § 390.5  
                              Arkansas Division of Academic Facilities and Transportation Rules  
                              Governing Maintenance and Operations of Arkansas Public School  
                              Buses and Physical Examinations of School Bus Drivers

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### **3.8—LICENSED PERSONNEL SICK LEAVE**

All District certified employees are allowed sick leave for personal illness according to the provisions and schedule listed below:

#### **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. EXTENDED LEAVE:**

In the event a certified employee exhausts his or her sick leave under Section A of this Policy, he or she will be allowed an additional one hundred fifteen (115) days to be used over a lifetime with only the cost of the substitute salary being deducted. Extended Leave that is unused by an employee during any school year will be accumulated for use in subsequent school years while the employee is employed by the District. This provision will be administered annually as needed using the following guidelines:

<b><u>Years' Experience</u></b>	<b><u>Leave</u></b>
0 - 1 Year	10 days
2 - 20 Years	5 days

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

#### **C. 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:

<b><u>Years' Experience</u></b>	<b><u>Leave</u></b>
0 - 5 Years	30 days
5 - 10 Years	60 days
10 & 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 C.

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.

**D. EXHAUSTION OF SICK LEAVE:**

If an employee should take sick leave after exhausting all leave under Sections A, B, and C 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.

**E. 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 District may request a confirming statement about the status of an employee's illness from a physician of its choice.

**F. 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.

Payments made to an employee under any District plan or policy shall be considered advance payment of compensation under the Arkansas Workers' Compensation Act; the District shall be entitled to a dollar for dollar credit toward the total amount of indemnity benefits due.

**G. SEVERANCE:**

If after ten or more years of service to the District an employee leaves the District, that employee upon separation 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 substitutes' pay. Payment will be made only for unused sick leave that is accumulated under Section A of this Policy.

**H. RETIREMENT:**

If after three or more years' service to the District an employee retires, that employee upon separation will receive payment of his or her unused portion of sick leave to a maximum of one hundred twenty (120) days at the base rate of current substitutes' pay. Payment will be made only for unused sick leave that is accumulated under Section A of this Policy.

**I. DEATH:**

If a certified employee dies while employed in the District, that employee's beneficiary will receive payment at the base rate of current substitute's 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 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.

**J. 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.

**K. FAMILY ILLNESS:**

Employees may take sick leave under Sections A and/or B for absence due to illness of the employee's spouse, children, grandchildren, parents or legal guardian, spouse's parents or legal guardian or other relatives living in employee's house ("Immediate Family"). The cost of substitute will be deducted for absences for family illnesses outside of Immediate Family.

Legal References:     A.C.A. §§ 6-17-1201 et seq.  
                              29 U.S.C. §§ 2601 et seq.  
                              29 C.F.R. part 825

Additional Reference: ASBA Model Policies

Date Adopted:  
Last Revised:

**3.9—RESERVED**

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### **3.10—LICENSED PERSONNEL PLANNING TIME**

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.

Legal Reference: A.C.A. § 6-17-114 (a)(d)

Date Adopted:

Last Revised:

### **3.10.1—LUNCH DUTIES**

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

Date Adopted:  
Last Revised:

DRAFT

### **3.10.2—PROFESSIONAL RESEARCH AND PUBLISHING**

The Board recognizes that it has certain proprietary rights to publications, instructional materials, and/or devices prepared by employees of the District to be distributed or otherwise held out as a product or creation of the 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 District. Accordingly, the 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 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 District was involved in creating the work. Examples of publications or other works to which all rights are owned by the District include school newspapers, school yearbooks, school literary magazines and anthologies, works published solely in the name of the District, and works specifically funded by the 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 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 District) and the instructor's own notes and materials prepared for teaching the course.

Date Adopted:

Last Revised:

### **3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE**

#### **Personal Business Leave**

An employee will be allowed two days personal business leave annually at no cost to the employee 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.

#### **Exhaustion of Personal Business Leave**

A day of personal business leave will be earned at the completion of each semester. Upon resignation, retirement, or termination before the end of an employee's contract, any personal business leave that has been used but not earned will be deducted from the final payment at the employee's daily rate of pay.

#### **Severance, Retirement, or Death**

If after ten or more years' service to the District, an employee's service ends by severance or retirement, that employee will receive payment for his or her unused personal business leave at the base rate of current substitute pay.

If after ten or more years' service to the District, an employee dies while employed by the District, that employee's beneficiary will receive payment for the employee's unused personal business leave at the base rate of current substitute pay.

#### **Professional Leave**

"Professional Leave" is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which can serve to improve the District's instructional program or enhances the employee's ability to perform his duties. Professional leave will also be granted when a District employee is subpoenaed for a matter arising out of the employee's employment with the District. Any employee seeking professional leave must make a written request to his or her immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor's decision is subject to review and overruling by the Superintendent. Budgeting concerns and the potential benefit

for the District's students will be taken into consideration in reviewing a request for professional leave.

Applications for professional leave should be made as soon as possible following the employee's discerning a need for such leave, but, in any case, no less than two (2) weeks before the requested leave is to begin, if possible.

### **Military Leave**

Employees will be entitled to his or her regular salary for each day absent for military service up to a maximum of fifteen (15) school days per year (defined in this section as 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 (30) working days. Notwithstanding any other law, during the period that an employee of the 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 (30) 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 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 District to serve in the uniformed services of the United States and returns to employment with the District within a five-year period will be treated as not having incurred a break in service. In the event an employee's child or spouse has received orders for deployment to a war zone, the employee will be granted leave at the cost of a substitute in order to visit the child or spouse. In addition, the employee 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.

Legal Reference: A.C.A. § 6-17-211

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### **3.12—LICENSED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS**

Individuals who have been convicted of certain sex crimes must register with law enforcement as sex offenders. Arkansas law places restrictions on sex offenders with a Level 1 sex offender having the least restrictions (lowest likelihood of committing another sex crime), and Level 4 sex offenders having the most restrictions (highest likelihood of committing another sex crime).

While Levels 1 and 2 place no restrictions prohibiting the individual's presence on a school campus, Levels 3 and 4 have specific prohibitions. These are specified in Policy 6.10—SEX OFFENDERS ON CAMPUS (MEGAN'S LAW) and it is the responsibility of District staff to know and understand the Policy and, to the extent requested, aid school administrators in enforcing the restrictions placed on campus access to Level 3 and Level 4 sex offenders.

It is the intention of the Board that District staff not stigmatize students whose parents or guardians are sex offenders while taking necessary steps to safeguard the school community and comply with state law. Each school's administration should establish procedures so attention is not drawn to the accommodations necessary for registered sex offender parents or guardians.

Legal References:       A.C.A. § 5-14-132  
                              A.C.A. § 12-12-913(g)(2)  
                              Division of Elementary and Secondary Education Guidelines for "Megan's Law"

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### **3.13—LICENSED PERSONNEL PUBLIC OFFICE**

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

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

The employee shall have withheld from his/her salary the cost of a substitute teacher's salary or the amount the employee is paid for civic duties, whichever is less, for each working day he/she is 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.

Legal Reference: A.C.A. § 6-17-115

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### **3.14—LICENSED PERSONNEL JURY DUTY**

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

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

Employees shall receive their regular pay from the District while serving jury duty and be treated as on school business.

Employees subpoenaed as a witness in any court of law on school-related matters will be treated as being on school business. Absences for non-jury, personal, non-school-related appearances in court will be treated as personal business.

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

Date Adopted:

Last Revised:

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

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

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

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

Legal Reference: A.C.A. § 6-17-1209

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

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

Certified employees will be provided reasonable use of equipment and supplies in a timely manner. The District, according to its established reimbursement procedures, 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 towards 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.

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

Date Adopted:

Last Revised:

**3.17—RESERVED**

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### **3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT**

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

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

The Superintendent, or his/her designee(s), shall be responsible for determining whether outside employment is incompatible, conflicting or inappropriate.

When a licensed employee is additionally employed by the District in either a classified capacity or by a contract to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary licensed position employment contract shall prevail over all other employment duties unless the needs of the District dictate otherwise. If there is a conflict between the expectations of the primary licensed position and any other contracted position, the licensed employee shall notify the employee's building principal as far in advance as is practicable. The building principal shall verify the existence of the conflict by contacting the supervisor of the secondary contracted position. The building principal shall determine the needs of the District on a case-by-case basis and rule accordingly. The principal's decision is final with no appeal to the Superintendent or the Board. Frequent conflicts or scheduling problems could lead to the non-renewal or termination of the classified contract of employment or the contract to perform the supplementary duties.

#### **Sick Leave and Outside Employment**

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in Policy 3.44, if an employee who works a non-District job while taking District sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

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

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### **3.19—LICENSED PERSONNEL EMPLOYMENT**

All prospective employees must fill out an application form provided by the District, in addition to any resume provided; all of the information provided is to be placed in the personnel file of those employed.

If the employee provides false or misleading information, or if he/she withholds information to the same effect, it may be grounds for dismissal. In particular, it will be considered a material misrepresentation and grounds for termination of contract of employment if an employee's licensure status is discovered to be other than as it was represented by an employee or applicant, either in writing on application materials or in the form of verbal assurances or statements made to the District.

It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check.

All teachers who begin employment in the 2021-2022 school year and each school year thereafter shall demonstrate proficiency or awareness in knowledge and practices in scientific reading instruction as is applicable to their teaching position by completing the prescribed proficiency or awareness in knowledge and practices of the scientific reading instruction credential either as a condition of licensure or within one (1) year for teachers who are already licensed or employed as a teacher under a waiver from licensure.

Before the Superintendent may make a recommendation to the Board that an individual be hired by the District, the Superintendent or his/her designee shall check the Arkansas Educator Licensure System to determine if the individual has a currently suspended or revoked teaching license. An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity.

The District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity, age, disability, or genetic information.

Inquiries on nondiscrimination may be directed to the Superintendent or designee.

For further information on notice of non-discrimination or to file a complaint, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

In accordance with Arkansas law, the District provides a veteran preference to applicants who qualify for one of the following categories:

1. A veteran without a service-connected disability;
2. A veteran with a service-connected disability; and
3. A deceased veteran's spouse who is unmarried throughout the hiring process.

For purposes of this Policy, “veteran” is defined as:

- a. A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or
- b. Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.

In order for an applicant to receive the veteran preference, the applicant must be a citizen and resident of Arkansas, be substantially equally qualified as other applicants, and do all of the following:

1. Indicate on the employment application the category the applicant qualifies for;
2. Attach the following documentation, **as applicable**, to the employment application:
  - Form DD-214 indicating honorable discharge;
  - A letter dated within the last six months from the applicant’s command indicating years of service in the National Guard or Reserve Forces as well as the applicant’s current status;
  - Marriage license;
  - Death certificate;
  - Disability letter from the Veteran’s Administration (in the case of an applicant with a service-related disability).

Failure of the applicant to comply with the above requirements shall result in the applicant not receiving the veteran preference; in addition, meeting the qualifications of a veteran or spousal category does not guarantee either an interview or being hired.

Legal References: Division of Elementary and Secondary Education Rules Governing  
Background Checks  
A.C.A. § 6-17-301  
A.C.A. § 6-17-410  
A.C.A. § 6-17-411  
A.C.A. § 6-17-428  
A.C.A. § 6-17-429  
A.C.A. § 21-3-302  
A.C.A. § 21-3-303  
28 C.F.R. § 35.106  
29 C.F.R. part 1635  
34 C.F.R. § 100.6  
34 C.F.R. § 104.8  
34 C.F.R. § 106.9  
34 C.F.R. § 108.9  
34 C.F.R. § 110.25

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### **3.19.1—LICENSED PERSONNEL EMPLOYEE IDENTIFICATION**

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

All identification badges remain the property of the 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.

Date Adopted:

Last Revised:

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### **3.19.2—LICENSED PERSONNEL TRANSFERS**

Whenever possible, every effort will be made to satisfy both the personnel needs of the District and the desires of individual employees.

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 Superintendent or designee. 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 certified subject area occurs at the originally assigned school within three years of the effective date of transfer.

Date Adopted:  
Last Revised:

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

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

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

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

The provisions of Policy 7.12—EXPENSE REIMBURSEMENT are incorporated by reference into this Policy.

Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### **3.21—LICENSED PERSONNEL TOBACCO USE**

Smoking or use of tobacco or products containing tobacco in any form (including, but not limited to, cigarettes, cigars, chewing tobacco, and snuff) in or on any real property owned or leased by a District school, including school buses owned or leased by the District, or other school vehicles is prohibited.

With the exception of recognized tobacco cessation products, this Policy's prohibition includes any tobacco or nicotine delivery system or product. Specifically, the prohibition includes any product that is manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pipes, or under any other name or descriptor.

Violation of this Policy by employees shall be grounds for disciplinary action up to, and including, dismissal.

Legal Reference: A.C.A. § 6-21-609

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### **3.22—DRESS OF LICENSED EMPLOYEES**

Employees shall ensure that their dress and appearance are professional and appropriate to their positions.

Reference: ASBA Model Policies

Date Adopted:

Last Revised:

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### **3.23—LICENSED PERSONNEL POLITICAL ACTIVITY**

All persons connected with the District 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 District 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 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 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.

In addition, school equipment (including computers, tablets, or similar devices) or school email may not be used to participate in a political campaign or to engage in political activities. This prohibition includes using school equipment or school email to respond to a political message received on a school email address or to forward the message to others.

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

- A. The dissemination of factual information that does not advocate a position concerning school tax and/or bond elections;
- B. The dissemination of information to school personnel regarding enacted or proposed legislation, policies, or regulations at the local, state, or federal level; or
- C. 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.

Reference: ASBA Model Policies

Date Adopted:

Last Revised:

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### **3.24—LICENSED PERSONNEL DEBTS**

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

Date Adopted:

Last Revised:

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### **3.25—LICENSED PERSONNEL GRIEVANCES**

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

#### **Definitions**

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

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

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

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

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

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

#### **Process**

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

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance. The supervisor will have ten working days to respond to the grievance.

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

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

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

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

The Board will address the grievance at the next regular meeting of the Board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance and the Superintendent's reply, the Board will decide if the grievance, on its face, is grievable under District Policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board. The employee shall have no less than 90 minutes to

present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board may excuse all parties except Board Members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, Board deliberations shall also be in open session unless the Board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular Board meeting.

### **Records**

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

### **Reprisals**

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

Legal Reference: A.C.A. §§ 6-17-208, 210

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### **3.26—LICENSED PERSONNEL SEXUAL HARASSMENT**

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

The District believes the best policy to create an educational and work environment free from sexual harassment is prevention; therefore, the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sexual harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to: the nature of sexual harassment; the District's written grievance procedures for complaints of sexual harassment; that the District does not tolerate sexual harassment; that students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences; the redress that is available to the victim of sexual harassment; and the potential discipline for perpetrating sexual harassment.

“Sexual harassment” means conduct that is:

1. Of a sexual nature, including, but not limited to:
  - a. Sexual advances;
  - b. Requests for sexual favors;
  - c. Sexual violence; or
  - d. Other personally offensive verbal, visual, or physical conduct of a sexual nature;
2. Unwelcome; and
3. Denies or limits a student's or employee's ability to participate in or benefit from any of the District's educational programs or activities or employment environment through any or all of the following methods:
  - a. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
  - b. Submission to, or rejection of, such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; and/or
  - c. Such conduct has the purpose or effect of substantially interfering with an individual's academic or work performance or creates an intimidating, hostile, or offensive academic environment.

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

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

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances and may occur regardless of the sex(es) of the individuals involved. Depending upon such circumstances, examples of sexual harassment include, but are not limited to:

- Making sexual propositions or pressuring for sexual activities;
- Unwelcome touching;
- Writing graffiti of a sexual nature;
- Displaying or distributing sexually explicit drawings, pictures, or written materials;
- Performing sexual gestures or touching oneself sexually in front of others;
- Telling sexual or crude jokes;
- Spreading rumors related to a person's alleged sexual activities;
- Discussions of sexual experiences;
- Rating other students as to sexual activity or performance;
- Circulating or showing e-mails or Web sites of a sexual nature;
- Intimidation by words, actions, insults, or name calling; and
- Teasing related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the student self-identifies as homosexual or transgender.

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, an administrator, or the Title IX coordinator who will provide assistance on the complaint process. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment.

Complaints will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to: individuals who are responsible for handling the District's investigation to the extent necessary to complete a thorough investigation; the extent necessary to submit a report to the child maltreatment hotline; the Professional Licensure Standards Board for complaints alleging sexual harassment by an employee towards a student; or the extent necessary to provide the individual accused in the complaint due process during the investigation and disciplinary processes. Individuals who file a complaint have the right to request that the individual accused of sexual harassment not be informed of the name of the accuser; however, individuals should be aware that making such a request may substantially limit the District's ability to investigate the complaint and may make it impossible for the District to discipline the accused.

Employees who file a complaint of sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats, intimidation, coercion, or discrimination. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by District officials, students, or third parties.

Following the completion of an investigation of a complaint, the District will inform the employee who filed the complaint:

- The final determination of the investigation;
- Remedies the District will make available to the employee; and

- The sanctions, if any, imposed on the alleged harasser relevant to the employee.

Following the completion of an investigation of a complaint, the District will inform the alleged perpetrator, or the parents/legal guardian/other responsible adult of the alleged perpetrator if the alleged perpetrator is under the age of eighteen (18):

- The final determination of the investigation; and
- The sanctions, if any, the District intends to impose on the alleged perpetrator.

It shall be a violation of this Policy for any student or employee to be subjected to, or to subject another person to, sexual harassment. Following an investigation, any employee who is found by the evidence to more likely than not have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination.

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

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

Legal References: Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, et seq.  
34 C.F.R. part 106  
A.C.A. § 6-15-1005 (b) (1)

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

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

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

Reference: ASBA Model Policies

Date Adopted:

Last Revised:

DRAFT

### **3.27.1—COURT RECORDS OF STUDENTS**

Consistent with A.C.A. § 9-27-309, the Superintendent, upon receiving arrest information, may notify: (1) the principal of the school; (2) the resource officer of the school; and (3) any other school official with a legitimate educational interest in the juvenile for the limited purpose of obtaining services for the juvenile or to ensure school safety. The information shall otherwise remain confidential.

Legal Reference: A.C.A. § 9-27-309

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

DRAFT

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

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

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

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

Legal References: Children's Internet Protection Act; PL 106-554  
20 U.S.C. § 6777  
47 U.S.C. § 254(h)  
A.C.A. § 6-21-107  
A.C.A. § 6-21-111

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### **3.29—LICENSED PERSONNEL SCHOOL CALENDAR**

The Superintendent shall present to the personnel policies committee (PPC) a school calendar which the Board has adopted as a proposal. The Superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals. The PPC shall have the time prescribed by law and/or Policy in which to make any suggested changes before the Board may vote to adopt the calendar.

The District shall not establish a school calendar that interferes with any scheduled statewide assessment that might jeopardize or limit the valid assessment and comparison of student learning gains.

The District shall operate by the calendar posted to the District website:  
<https://www.fortsmithschools.org/domain/146>.

Legal References:       A.C.A. § 6-15-2907(f)  
                              A.C.A. § 6-17-201  
                              DESE Rules Governing the Arkansas Educational Support and  
                              Accountability Act

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### **3.30—PARENT-TEACHER COMMUNICATION**

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

Teachers are required to communicate during the school year with the parent(s), legal guardian(s), or care-giving adult or adults in a student's home to discuss the student's academic progress unless the student has been placed in the custody of the Department of Human Services and the school has received a court order prohibiting parent or legal guardian participation in parent/teacher conferences. More frequent communication may be required with the parent(s) or legal guardian(s) of students who are performing below grade level.

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

If a student is to be retained at any grade level or denied course credit, notice of, and the reasons for retention shall be communicated promptly in a personal conference with parents/legal guardians.

Legal References:       Standards For Accreditation 5-A.1  
                                  A.C.A. § 6-15-1702(b)(3)(B)(ii)

Additional Reference: ASBA Model Policies

Date Adopted:  
Last Revised:

### **3.31—DRUG FREE WORKPLACE - LICENSED PERSONNEL**

The conduct of District staff plays a vital role in the social and behavioral development of our students. It is equally important that the staff have a safe, healthful, and professional environment in which to work. To help promote both interests, the District shall have a drug free workplace. It is, therefore, the District's Policy that District employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, alcohol, as well as inappropriate or illegal use of prescription drugs. Such actions are prohibited both while at work or in the performance of official duties while off District property; violations of this Policy will subject the employee to discipline, up to and including termination.

To help promote a drug free workplace, the District shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's Policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations.

Should any employee be found to have been under the influence of, or in illegal possession of, any illegal drug or controlled substance, whether or not engaged in any school or school-related activity, and the behavior of the employee, if under the influence, is such that it is inappropriate for a school employee in the opinion of the Superintendent, the employee may be subject to discipline, up to and including termination. This Policy also applies to those employees who are under the influence of alcohol while on campus or at school-sponsored functions, including athletic events.

Possession, use or distribution of drug paraphernalia by any employee, whether or not engaged in school or school-related activities, may subject the employee to discipline, up to and including termination. Possession in one's vehicle or in an area subject to the employee's control will be considered to be possession as though the substance were on the employee's person.

It shall not be necessary for an employee to test at a level demonstrating intoxication by any substance in order to be subject to the terms of this Policy. Any physical manifestation of being under the influence of a substance may subject an employee to the terms of this Policy. Those physical manifestations include, but are not limited to: unsteadiness; slurred speech; dilated or constricted pupils; incoherent and/or irrational speech; or the presence of an odor associated with a prohibited substance on one's breath or clothing.

Should an employee desire to provide the District with the results of a blood, breath or urine analysis, such results will be taken into account by the District only if the sample is provided within a time range that could provide meaningful results and only by a testing agency chosen or approved by the District. The District shall not request that the employee be tested, and the expense for such voluntary testing shall be borne by the employee.

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his/her immediate supervisor within five (5) week days (i.e., Monday through Friday,

inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately.

If the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day period.

Any employee so charged is subject to discipline, up to and including termination. However, the failure of an employee to notify his or her supervisor or the Superintendent of having been so charged shall result in that employee being recommended for termination by the Superintendent.

Any employee convicted of any criminal drug statute violation for an offense that occurred while at work or in the performance of official duties while off District property shall report the conviction within 5 calendar days to the Superintendent. Within 10 days of receiving such notification, whether from the employee or any other source, the District shall notify federal granting agencies from which it receives funds of the conviction. Compliance with these requirements and prohibitions is mandatory and is a condition of employment.

Any employee convicted of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances, or of drug paraphernalia, shall be recommended for termination.

Any employee who must take prescription medication at the direction of the employee's physician, and who is impaired by the prescription medication such that he/she cannot properly perform his/her duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his/her supervisor, will be sent home. The employee shall be given sick leave, if owed any. The District or employee will provide transportation for the employee, and the employee may not leave campus while operating any vehicle. It is the responsibility of the employee to contact his/her physician in order to adjust the medication, if possible, so that the employee may return to his/her job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he/she will, again, be sent home and given sick leave, if owed any. Should the employee attempt to return to work while impaired by prescription medication a third time the employee may be subject to discipline, up to and including a recommendation of termination.

Any employee who possesses, uses, distributes or is under the influence of a prescription medication obtained by a means other than his/her own current prescription shall be treated as though he was in possession, possession with intent to deliver, or under the influence, etc. of an illegal substance. An illegal drug or other substance is one which is (a) not legally obtainable; or (b) one which is legally obtainable, but which has been obtained illegally. The District may require an employee to provide proof from his/her physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.

A report to the appropriate licensing agency shall be filed within seven (7) days of:

- 1) A final disciplinary action taken against an employee resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances; or

- 2) The voluntary resignation of an employee who is facing a pending disciplinary action resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances.

The report filed with the licensing authority shall include, but not be limited to:

- 1) The name, address, and telephone number of the person who is the subject of the report; and
- 2) A description of the facts giving rise to the issuance of the report.

When the employee is not a healthcare professional, law enforcement will be contacted regarding any final disciplinary action taken against an employee for the diversion of controlled substances to one (1) or more third parties.

Legal References: 41 U.S.C. §§ 8101, 8103, and 8104  
A.C.A. § 11-9-102  
A.C.A. § 17-80-117

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

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

The Family and Medical Leave Act (FMLA) offers job protection for leave that might otherwise be considered excessive absences. Employees need to carefully comply with this Policy to ensure they do not lose FMLA protection due to inaction or failure to provide the District with needed information. The FMLA provides up to twelve (12) work weeks (or, in some cases, twenty-six (26) weeks) of job-protected leave to eligible employees with absences that qualify under the FMLA. While an employee can request FMLA leave and has a duty to inform the District, as provided in this Policy, of foreseeable absences that may qualify for FMLA leave, it is the District's ultimate responsibility to identify qualifying absences as FMLA or non-FMLA. FMLA leave is unpaid, except to the extent that paid leave applies to any given absence as governed by the FMLA and this Policy.

#### **SECTION ONE— FMLA LEAVE GENERALLY**

##### **Definitions**

“Eligible Employee” is an employee who has:

1. Been employed by the District for at least twelve (12) months, which are not required to be consecutive; and
2. Performed at least 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

“FMLA” is the Family and Medical Leave Act

“Health Care Provider” means:

1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
2. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
3. Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
4. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement; or
5. Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

“Instructional Employee” is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors,

preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to: teacher assistants or aides who do not have as their principal job actual teaching or instructing, administrators, counselors, librarians, psychologists, and curriculum specialists.

“Intermittent leave” is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee’s usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee’s schedule for a period of time, normally from full-time to part-time.

“Next of Kin”, used in respect to an individual, means the nearest blood relative of that individual.

“Parent” is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter. This term does not include parents “in-law.”

“Serious Health Condition” is an injury, illness, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or continuing treatment by a health care provider.

“Son or daughter”, for numbers 1, 2, or 3 below: is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen (18), or age eighteen (18) or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence.

“Year” a rolling twelve (12) month period measured backwards from the date an employee uses any FMLA leave for reasons 1-5, below.

### **Policy**

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

### **Leave Eligibility**

The District will grant up to twelve (12) weeks of leave in a year in accordance with the FMLA, as amended, to its eligible employees for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; and
5. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. (See Section Two)
6. To care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury. (See Section Two)

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

A legally married couple who are both eligible employees employed by the District may not take more than a combined total of twelve (12) weeks of FMLA leave for reasons 1, 2, or to care for a parent under number 3.

## **Provisions Applicable to both Sections One and Two**

### **District Notice to Employees**

The District shall post, in conspicuous places in each school within the District where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.

### **Designation Notice to Employee**

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave. If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.

If the circumstances for the leave don't change, the District is only required to notify the employee once of the determination regarding the designation of FMLA leave within any applicable twelve (12) month period.

Employees who receive notification that the leave request does not qualify under the FMLA are expected to return to work; further absences that are not otherwise excused could lead to discipline for excessive absences, or termination for job abandonment.

### **Concurrent Leave Under the FMLA**

All FMLA leave is unpaid unless substituted by applicable accrued leave. The District requires employees to substitute any applicable accrued leave (in the order of sick, personal, or vacation leave as may be applicable) for any period of FMLA leave.

An employee who does not have enough accrued leave to cover the number of days of FMLA leave taken shall not have his/her number of contract days altered because some of the FMLA leave taken was unpaid.

### **Working at another Job while Taking FMLA for Personal or Family Serious Medical Condition**

No employee on FMLA leave for their own serious medical condition may perform work at another, non-District job while on FMLA leave. Except as provided in Policy 3.44, employees who do perform work at another, non-District job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

No employee on FMLA leave for the serious medical condition of a family member may perform work at another, non-District job while on FMLA leave. Employees who do perform work at another, non-District job while on FMLA leave for the serious medical condition of a family member will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

### **Health Insurance Coverage**

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan that apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the District's business office on or before it would be made by payroll deduction.

The District has the right to pay an employee's unpaid insurance premiums during the employee's unpaid FMLA leave to maintain the employee's coverage during his/her leave. The District may recover the employee's share of any premium payments missed by the employee for any FMLA leave period that the District maintains health coverage for the employee by paying his/her share. Such recovery shall be made by offsetting the employee's debt through payroll deductions or by other means against any monies owed the employee by the District.

An employee who chooses to not continue group health plan coverage while on FMLA leave is entitled to be reinstated on the same terms as prior to taking the leave, including family or dependent coverages, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.

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

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

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

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

### **Reporting Requirements During Leave**

Unless circumstances exist beyond the employee's control, the employee shall inform the District every two (2) weeks during FMLA leave of his/her current status and intent to return to work.

### **Return to Previous Position**

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee may not be restored to a position requiring additional licensure or certification.

The employee's right to return to work and/or to the same or an equivalent position does not supersede any actions taken by the District, such as conducting a RIF, that the employee would have been subject to had the employee not been on FMLA leave at the time of the District's actions.

## **Provisions Applicable to Section One**

### **Employee Notice to District**

#### **Foreseeable Leave**

When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

If there is a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or an emergency, notice must be given as soon as practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

When the need for leave is for reasons 3 or 4 listed above, the eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District

subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

If the need for FMLA leave is foreseeable less than thirty (30) days in advance, the employee shall notify the District as soon as practicable. If the employee fails to notify as soon as practicable, the District may delay granting FMLA leave for the number of days equal to the difference between the number of days in advance that the employee should have provided notice and when the employee actually gave notice.

#### **Unforeseeable Leave**

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case.

Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, email, or other electronic means. If the eligible employee fails to notify the District as required, unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

#### **Medical Certification**

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

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

- The original certification is for a period greater than thirty (30) days. In this situation, the District may require a recertification after the time of the original certification expires, but in any case, the District may require a recertification every six (6) months.
- The employee requests an extension of leave;
- Circumstances described by the previous certification have changed significantly; and/or
- The District receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification within fifteen (15) calendar days after the District's request.

No second or third opinion on a recertification may be required.

The District may deny FMLA leave if an eligible employee fails to provide a requested certification.

### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.

To the extent the employee has accrued paid vacation or personal leave, any leave taken that qualifies for FMLA leave for reasons 1 or 2 above shall be paid leave and charged against the employee's accrued leave.

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

### **Return to Work**

If the District's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work, the employee must provide such certification prior to returning to work. The employee's failure to do so voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

If the District's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work **and** the designation determination listed the employee's essential job functions, the employee must provide certification that the employee is able to perform those functions prior to returning to work. The employee's failure to do so or his/her inability to perform his/her job's essential functions voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

### **Failure to Return to Work**

In the event that an employee is unable or fails to return to work within FMLA's leave timelines, the Superintendent will make a determination at that time regarding the documented need for a severance of the employee's contract due to the inability of the employee to fulfill the responsibilities and requirements of his/her contract.

### **Intermittent or Reduced Schedule Leave**

To the extent practicable, employees requesting intermittent or reduced schedule leave shall provide the District with not less than thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave.

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the District agrees to permit such leave upon the request of the employee. If the District agrees to permit an employee to take intermittent or reduced schedule leave for such reasons, the agreement shall be consistent with this Policy's requirements governing intermittent or reduced schedule leave. The employee may be transferred temporarily during the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties.

Eligible employees may take intermittent or reduced schedule FMLA leave due to reasons 3 or 4 listed above when the medical need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional, eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave for reasons 3 or 4 above that is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the District may require the employee to elect either to:

- a. Take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
- b. Transfer temporarily to an available alternative position offered by the employer that the employee is qualified for, has equivalent pay and benefits, and better accommodates recurring periods of leave than the regular employment position of the employee.

If the employee chooses to transfer to an alternative position, the alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

An eligible instructional employee who needs intermittent leave or leave on a reduced leave schedule for reasons 3 or 4 above may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical

treatment, the employee would be on leave for twenty percent (20%) or less of the total number of working days over the period the leave would extend.

Instructional employees are not required to request intermittent leave when the instructional employee's FMLA leave spans a period when school is closed, such as for winter, spring, or summer breaks; in addition, the time the school is closed is not counted when calculating the amount of FMLA leave the instructional employee has used.

**Leave taken by eligible instructional employees near the end of the semester**

In any of the following scenarios, if the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The required non-FMLA leave will not be considered excessive absenteeism.

**Leave more than five (5) weeks prior to end of the semester**

If the eligible, instructional employee begins leave, due to reasons 1 through 4 listed above, more than five (5) weeks prior to the end of the academic term, the District may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) week period before the end of the semester.

**Leave less than five (5) weeks prior to end of the semester**

If the eligible, instructional employee begins leave, due to reasons 1, 2, or 3 listed above, during the period that commences five (5) weeks prior to the end of the academic term, the District may require the employee to continue taking leave until the end of the semester, if:

- a. The leave is of greater than two (2) weeks duration; and
- b. The return to employment would occur during the two (2) week period before the end of the semester.

**Leave less than three (3) weeks prior to end of the semester**

If the eligible, instructional employee begins leave, due to 1, 2, or 3 listed above, during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the District may require the employee to continue to take leave until the end of the semester.

**SECTION TWO- FMLA LEAVE CONNECTED TO MILITARY SERVICE**

**Leave Eligibility**

The FMLA provision of military associated leave is in two categories. Each one has some of its own definitions and stipulations. Therefore, they are dealt with separately in this Section of the Policy. Definitions different than those in Section One are included under the respective reason for leave. Definitions that are the same as in Section One are NOT repeated in this Section.

## QUALIFYING EXIGENCY

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.

### Definitions

“Covered active duty” means:

- in the case of a member of a **regular** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country; and
- in the case of a member of a **reserve** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country under a call to order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

“Son or daughter on active duty or call to active duty status” means the employee’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on active duty or call to active duty status, and who is of any age.

### Certification

The District may require the eligible employee to obtain certification to help the District determine if the requested leave qualifies for FMLA leave for the purposes of a qualifying exigency. The District may deny FMLA leave if an eligible employee fails to provide the requested certification.

### Employee Notice to District

#### Foreseeable Leave

When the necessity for leave for any qualifying exigency is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the District as is reasonable and practicable regardless of how far in advance the leave is foreseeable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

#### Unforeseeable Leave

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, email, or other electronic means. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave for any qualifying exigency, the District requires employees to substitute accrued vacation, or personal leave for the period of FMLA leave.

### **Intermittent or Reduced Schedule Leave**

Eligible employees may take intermittent or reduced schedule leave for any qualifying exigency. The employee shall provide the District with as much notice as is practicable.

### **Leave taken by an eligible instructional employee more than five (5) weeks prior to end of the semester**

If an eligible, instructional employee begins leave due to any qualifying exigency more than five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) week period before the end of the semester.

If the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement.

## **SERIOUS ILLNESS**

An eligible employee is eligible for leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury under the following conditions and definitions.

### **Definitions**

"Covered Service member" is:

1. A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

"Outpatient Status", used in respect to a covered service member, means the status of a member of the Armed Forces assigned to:

- a. A military medical treatment facility as an outpatient; or
- b. A unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

"Parent of a covered service member" is a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents "in law."

“Serious Injury or Illness”:

- A. In the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
- B. In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during a period as a covered service member defined in this Policy, it means a qualifying (as defined by the U.S. Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

“Son or daughter of a covered service member” means a covered service member’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.

“Year”, for leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends twelve (12) months after that date.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of twenty-six (26) weeks of leave during one twelve (12) month period to care for the service member who has a serious injury or illness as defined in this Policy. An eligible employee who cares for such a covered service member continues to be limited for reasons 1 through 4 in Section One and for any qualifying exigency to a total of twelve (12) weeks of leave during a year as defined in this Policy. For example, an eligible employee who cares for such a covered service member for sixteen (16) weeks during a twelve (12) month period could only take a total of ten (10) weeks for reasons 1 through 4 in Section One and for any qualifying exigency. An eligible employee may not take more than twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency regardless of how little leave the eligible employee may take to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury.

If a legally married couple are both eligible employees employed by the District, the legally married couple are entitled to a combined total of twenty-six (26) weeks of leave during one twelve (12) month period to care for their spouse, son, daughter, parent, or next of kin who is a covered service member with a serious injury or illness, as defined in this Policy. The leave taken by a legally married couple who care for such a covered service member continues to be limited to a total of twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency during a year, as defined in this Policy, regardless of whether or not the legally married couple uses less than a combined total of fourteen (14) weeks to care for a covered service member with a serious injury

or illness; moreover, the legally married couple's twelve (12) weeks are combined when taken for reasons 1, 2, or to care for a parent under reason 3 in Section One.

For example, a legally married couple who are both eligible employees and who care for such a covered service member for sixteen (16) weeks during a twelve (12) month period could:

1. Each take up to ten (10) weeks for reason 4 in section 1 or a qualifying exigency;
2. Take a combined total of ten (10) weeks for reasons 1, 2, or to care for a parent under reason 3 in Section One; or
3. Take a combination of numbers 1 and 2 that totals ten (10) weeks of leave.

### **Medical Certification**

The District may require the eligible employee to obtain certification of the covered service member's serious health condition to help the District determine if the requested leave qualifies for FMLA leave. The District may deny FMLA leave if an eligible employee fails to provide the requested certification.

### **Employee Notice to District**

#### **Foreseeable Leave**

When the need for leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury is clearly foreseeable at least thirty (30) days in advance, the employee shall provide the District with no less than thirty (30) days' notice before the date the employee intends for the leave to begin for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

If the need for FMLA leave is foreseeable less than thirty (30) days in advance, the employee shall notify the District as soon as practicable. If the employee fails to notify as soon as practicable, the District may delay granting FMLA leave for an amount of time equal to the difference between the length of time that the employee should have provided notice and when the employee actually gave notice.

When the need for leave is to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

#### **Unforeseeable Leave**

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, email, or other electronic means. If the eligible employee fails to notify the District as required, unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.

### **Intermittent or Reduced Schedule Leave**

To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury shall provide the District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave.

Eligible employees may take intermittent or reduced schedule FMLA leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury when the medical need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, an employee may be assigned to another position that is not necessarily the same as the employee's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the District may require the employee to choose either to:

- a. Take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
- b. Transfer temporarily to an available alternative position offered by the employer that the employee is qualified for, has equivalent pay and benefits, and better accommodates recurring periods of leave than the regular employment position of the employee.

If the employee chooses to transfer to an alternative position, the alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The

employee will not be required to take more FMLA leave than necessary to address the circumstances that required the need for the leave.

An eligible instructional employee, who needs intermittent leave or leave on a reduced leave schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury, may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for twenty percent (20%) or less of the total number of working days over the period the leave would extend.

**Leave taken by eligible instructional employees near the end of the academic semester**

In any of the following scenarios, if the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The excess non-FMLA leave will not be considered excessive absenteeism.

**Leave more than five (5) weeks prior to end of the semester**

If the eligible, instructional employee begins leave, for any qualifying exigency or to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury more than five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) week period before the end of the semester.

**Leave less than five (5) weeks prior to end of the semester**

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury during the period that commences five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

- a. The leave is of greater than two (2) weeks duration; and
- b. The return to employment would occur during the two (2) week period before the end of the semester.

**Leave less than three (3) weeks prior to end of the semester**

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the District may require the employee to continue to take leave until the end of the semester.

Legal References: 29 U.S.C. §§ 2601 et seq.  
29 C.F.R. part 825

Additional Reference: ASBA Model Policies

Date Adopted:  
Last Revised:

DRAFT

**3.33—RESERVED**

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### **3.34—LICENSED PERSONNEL CELL PHONE USE**

Use of cell phones or other electronic communication devices by employees during instructional time for other than instructional purposes is strictly forbidden unless specifically approved in advance by the Superintendent, building principal, or their designees.

District staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use school issued cell phones and/or computers for non-school purposes, except as permitted by District Policy, shall be subject to discipline, up to and including termination. School employees who are issued District cell phones due to the requirements of their position may use the phone for personal use on an “as needed” basis provided it is not during instructional time.

Except when authorized in Policy 3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, all employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.

Except when authorized in Policy 3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, no employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to and including termination.

Legal References:     IRS Publication 15 B  
                              A.C.A. § 6-19-120  
                              A.C.A. § 27-51-1602  
                              A.C.A. § 27-51-1609

Additional Reference: ASBA Model Policies

Date Adopted:  
Last Revised:

### **3.35—LICENSED PERSONNEL BENEFITS**

#### **FRINGE BENEFITS**

1. The District contributes to the premiums of group policies to provide for health, vision, 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.
2. 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 District program.
3. 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.
4. Employees who resign will be extended an opportunity to participate in the government sponsored COBRA Health Insurance Program.
5. 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.
6. Individuals will be afforded the opportunity to participate in a 403(b) TSA program through payroll deduction.

#### **EDUCATIONAL SCHOLARSHIPS FOR TEACHERS**

The 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 District 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 District Council of PTAs;
  2. One member employed as a teacher within the District; and selected by the PPC;
  3. One member employed as an administrator within the District 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.

### **PAYROLL DEDUCTIONS**

Any certified employee may request in writing and have deducted from his or her salary, current membership dues in any bona fide teachers' organization designated by the employee. The employee may request a lump sum deduction or have the sum to be deducted spread over the school year. The employee may file a written request at any time during the school year and have the appropriate deduction made. The District will transmit the sum deducted to the organization designated by the employee in his or her request. All requests will bear the manual signature of the employee. Any employee 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 grants leaves upon recommendation of the Superintendent. 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. 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. Leave under this Policy may also be granted for the purpose of campaigning for elective office or serving in an elected or appointed public office. The following conditions apply to a leave of absence under this Policy:

- A. The employee will receive no compensation or benefits for the duration of the leave, nor will the employee 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;

- C. All benefits, including seniority and accrued sick leave to which the employee was entitled at the time the leave of absence began, will be restored upon his or her return to active duty with the District; and
- D. The employee will notify the District prior to 30 days before the end of the first semester or 60 days before the end of the second semester as to the employee's intention to return to work, extend the leave, or resign.

Only persons with three or more years of service in the District 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. Acceptance of other employment by the employee during the term of the leave will constitute a resignation from District employment.

Emergency situations which 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.

### **SABBATICAL LEAVE**

Certified teachers may be granted a one year 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 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 District 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 the District, and other pertinent information as may be requested by the District;
- C. The teacher agrees to work in the District at least three years immediately following the leave of absence;
- D. The teacher will sign a promissory note to the 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 District 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 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 District may allow a maximum of three leaves per year.

### **FUNERAL LEAVE**

A maximum of four (4) 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 Superintendent or designee for leave to be charged to the four-day maximum bereavement allocation described in paragraph one.

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 as per Policy 3.11.

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

### **ACCESS TO BUILDINGS**

Duly-authorized representatives of all Professional Organizations will be permitted to transact official Association business on school property with individual faculty members during the following times:

- Prior to 8:00 a.m.;
- After 3:10 p.m.; and/or
- 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 District 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/her designee. Representatives will sign in at the principal's office on each visit.

Legal Reference: A.C.A. § 6-17-201

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

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

For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act (A.C.A. §§ 6-17-1501 et seq.) and the Teacher Evaluation Support System (A.C.A. §§ 6-17-2801 et seq.). The Acts specifically are not made a part of this Policy by this reference.

Legal References:     A.C.A. § 6-17-201  
                          A.C.A. §§ 6-17-1501 et seq.  
                          A.C.A. §§ 6-17-2801 et seq.

Additional Reference: ASBA Model Policies

Date Adopted:  
Last Revised:

### **3.37—ASSIGNMENT OF TEACHER AIDES AND PARA PROFESSIONALS**

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

Legal Reference: A.C.A. § 6-17-201

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

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

#### **Definitions**

“Attribute” means an actual or perceived personal characteristic including without limitation race, color, religion, ancestry, national origin, socioeconomic status, academic status, disability, gender, gender identity, physical appearance, health condition, or sexual orientation;

“Bullying” means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that may address an attribute of the other student, public school employee, or person with whom the other student or public school employee is associated and that causes or creates actual or reasonably foreseeable:

- Physical harm to a public school employee or student or damage to the public school employee’s or student’s property;
- Substantial interference with a student’s education or with a public school employee’s role in education;
- A hostile educational environment for one (1) or more students or public school employees due to the severity, persistence, or pervasiveness of the act; or
- Substantial disruption of the orderly operation of the school or educational environment;

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

1. Cyberbullying;
2. Sarcastic comments "compliments" about another student’s personal appearance or actual or perceived attributes,
3. Pointed questions intended to embarrass or humiliate,
4. Mocking, taunting or belittling,
5. Non-verbal threats and/or intimidation such as “fronting” or “chesting” a person,
6. Demeaning humor relating to a student’s actual or perceived attributes,
7. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
8. Blocking access to school property or facilities,
9. Deliberate physical contact or injury to person or property,
10. Stealing or hiding books or belongings,
11. Threats of harm to student(s), possessions, or others,
12. Sexual harassment, as governed by Policy 3.26, is also a form of bullying, and/or
13. Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether the student self-identifies as homosexual or transgender (Examples: “Slut”, “You are so gay.”, “Fag”, “Queer”).

“Cyberbullying” means any form of communication by electronic act that is sent with the purpose to:

- Harass, intimidate, humiliate, ridicule, defame, or threaten a student, school employee, or person with whom the other student or school employee is associated; or

- Incite violence towards a student, school employee, or person with whom the other student or school employee is associated.

Cyberbullying of School Employees includes, but is not limited to:

- a. Building a fake profile or website of the employee;
- b. Posting or encouraging others to post on the Internet private, personal, or sexual information pertaining to a school employee;
- c. Posting an original or edited image of the school employee on the Internet;
- d. Accessing, altering, or erasing any computer network, computer data program, or computer software, including breaking into a password-protected account or stealing or otherwise accessing passwords of a school employee;
- e. Making repeated, continuing, or sustained electronic communications, including electronic mail or transmission, to a school employee;
- f. Making, or causing to be made, and disseminating an unauthorized copy of data pertaining to a school employee in any form, including without limitation the printed or electronic form of computer data, computer programs, or computer software residing in, communicated by, or produced by a computer or computer network;
- g. Signing up a school employee for a pornographic Internet site; or
- h. Without authorization of the school employee, signing up a school employee for electronic mailing lists or to receive junk electronic messages and instant messages.

Cyberbullying is prohibited whether or not the cyberbullying originated on school property or with school equipment, if the cyberbullying results in the substantial disruption of the orderly operation of the school or educational environment or is directed specifically at students or school personnel and maliciously intended for the purpose of disrupting school and has a high likelihood of succeeding in that purpose.

“Harassment” means a pattern of unwelcome verbal or physical conduct relating to another person’s constitutionally or statutorily protected status that causes, or reasonably should be expected to cause, substantial interference with the other’s performance in the school environment; and

“Substantial disruption” means without limitation that any one or more of the following occur as a result of the bullying:

- Necessary cessation of instruction or educational activities;
- Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;
- Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or
- Exhibition of other behaviors by students or educational staff that substantially interfere with the learning environment.

Teachers and other school employees who have witnessed, or are reliably informed that, a student has been a victim of bullying as defined in this Policy, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the building principal, or designee, as soon as possible.

The person or persons reporting behavior they consider to be bullying shall not be subject to retaliation or reprisal in any form.

District staff are required to help enforce implementation of the District's anti-bullying Policy. Students who bully another person are to be held accountable for their actions whether they occur on school equipment or property; off school property at a school-sponsored or school-approved function, activity, or event; going to or from school or a school activity in a school vehicle or school bus; or at designated school bus stops. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

A building principal, or designee, who receives a credible report or complaint of bullying shall:

1. As soon as reasonably practicable, but by no later than the end of the school day following the receipt of the credible report of bullying:
  - a. Report to a parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student that their student is the victim in a credible report of bullying; and
  - b. Prepare a written report of the alleged incident of bullying;
2. Promptly investigate the credible report or complaint of bullying, which shall be completed by no later than the fifth (5<sup>th</sup>) school day following the completion of the written report.
3. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student who was the alleged victim in a credible report of bullying whether the investigation found the credible report or complaint of bullying to be true and the availability of counseling and other intervention services.
4. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis of the student who is alleged to have been the perpetrator of the incident of bullying:
  - a. That a credible report or complaint of bullying against their student exists;
  - b. Whether the investigation found the credible report or complaint of bullying to be true;
  - c. Whether action was taken against their student upon the conclusion of the investigation of the alleged incident of bullying; and
  - d. Information regarding the reporting of another alleged incident of bullying, including potential consequences of continued incidents of bullying;
5. Make a written record of the investigation, which shall include:
  - a. A detailed description of the alleged incident of bullying, including without limitation a detailed summary of the statements from all material witnesses to the alleged incident of bullying;
  - b. Any action taken as a result of the investigation; and
6. Discuss, as appropriate, the availability of counseling and other intervention services with students involved in the incident of bullying.

District employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a District employee towards a student that would constitute bullying if the act had been performed by a student shall result in disciplinary action, up to and including termination. This Policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this Policy does not apply to interactions between

employees. Employees may report workplace conflicts to their supervisor. In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

Legal Reference: A.C.A. § 6-18-514

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

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### **3.39—LICENSED PERSONNEL RECORDS AND REPORTS**

The Superintendent or his/her designee shall determine, by individual or by position, those records a teacher is responsible to keep and those reports he/she is required to maintain. It is a requirement of employment that all required records and reports be completed, submitted, or otherwise tendered, and be accepted by the principal or Superintendent as complete and satisfactory, before the last month's pay will be released to the licensed employee.

Legal Reference: A.C.A. § 6-17-104

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

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### **3.40—LICENSED PERSONNEL DUTIES AS MANDATED REPORTERS**

It is the statutory duty of licensed District employees to:

- If the licensed employee has reasonable cause to suspect child abuse or maltreatment, then the licensed employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by calling 1-800-482-5964. Failure to report suspected child abuse, maltreatment, or neglect by calling the Hotline can lead to criminal prosecution and individual civil liability of the person who has this duty. Notification of local or state law enforcement does not satisfy the duty to report; only notification by means of the Child Abuse Hotline discharges this duty.
- If the licensed employee has a good faith belief that there is a serious and imminent threat to the public based on a threat made by an individual regarding violence in or targeted at a school that has been communicated to the licensed employee in the ordinary course of his/her professional duties, then the licensed employee shall make every attempt to immediately notify law enforcement of the serious and imminent threat to the public and have notified law enforcement within twenty-four (24) hours of learning of the serious and imminent threat to the public.

The duty of mandated reporters to report suspected child abuse or maltreatment or serious and imminent threats to the public is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person or that form the basis of the serious and imminent threat to the public; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment, or neglect has occurred; that a serious and imminent threat to the public exists; or to rule out such a belief.

Employees and volunteers who call the Child Abuse Hotline or who report serious and imminent threats to the public to law enforcement in good faith are immune from civil liability and criminal prosecution.

By law, no school district or school district employee may prohibit or restrict an employee or volunteer from directly reporting suspected child abuse, maltreatment, or a serious and imminent threat to the public, or require that any person notify or seek permission from any person before making a report to the Child Abuse Hotline or law enforcement.

Legal References:     A.C.A. § 6-18-110  
                              A.C.A. § 12-18-107  
                              A.C.A. §§ 12-18-201 et seq.  
                              A.C.A. § 12-18-402

Additional Reference: ASBA Model Policies

Date Adopted:  
Last Revised:

### **3.41—LICENSED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING**

The Board has a responsibility to maintain discipline, protect the safety, security, and welfare of its students, staff, and visitors while at the same time safeguarding District facilities, vehicles, and equipment. As part of fulfilling this responsibility, the Board authorizes the use of video/audio surveillance cameras, automatic identification, data compilation devices, and technology capable of tracking the physical location of District equipment, students, and/or personnel.

The placement of video/audio surveillance cameras shall be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy anywhere on or near school property, facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing areas where an expectation of bodily privacy is reasonable and customary.

Signs shall be posted on District property and in or on District vehicles to notify students, staff, and visitors that video cameras may be in use. Violations of school personnel policies or laws caught by the cameras and other technologies authorized in this Policy may result in disciplinary action.

The District shall retain copies of video recordings until they are erased which may be accomplished by either deletion or copying over with a new recording.

Videos, automatic identification, or data compilations containing evidence of a violation of District personnel policies and/or state or federal law shall be retained until the issue of the misconduct is no longer subject to review or appeal as determined by Board policy or staff handbook; any release or viewing of such records shall be in accordance with current law.

Staff who vandalize, damage, defeat, disable, or render inoperable (temporarily or permanently) surveillance cameras and equipment, automatic identification, or data compilation devices shall be subject to appropriate disciplinary action and referral to appropriate law enforcement authorities.

Video recordings and automatic identification or data compilation records may become a part of a staff member's personnel record.

Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### **3.42—OBTAINING and RELEASING STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION**

#### **Obtaining Eligibility Information**

A fundamental underpinning of the National School Lunch and School Breakfast Programs (Programs) is that in their implementation, there will be no physical segregation of, discrimination against, or overt identification of children who are eligible for the Program’s benefits. While the requirements of the Programs are defined in much greater detail in federal statutes and pertinent Code of Federal Regulations, this Policy is designed to help employees understand prohibitions on how the student information is obtained and/or released through the Programs. Employees with the greatest responsibility for implementing and monitoring the Programs should obtain the training necessary to become fully aware of the nuances of their responsibilities.

The District is required to inform households with children enrolled in District schools of the availability of the Programs and of how the household may apply for Program benefits. However, the District and anyone employed by the District is **strictly forbidden** from **requiring** any household or student within a household from submitting an application to participate in the program. There are NO exceptions to this prohibition and it would apply, for example, to the offer of incentives for completed forms, or disincentives or negative consequences for failing to submit or complete an application. Put simply, federal law requires that the names of the children shall not be published, posted or announced in any manner.

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition, the employee shall be subject to discipline up to and including termination.

#### **Releasing Eligibility Information**

As part of the District’s participation in the National School Lunch Program and the School Breakfast Program, the District collects eligibility data from its students. The data’s confidentiality is very important and is governed by federal law. The District has made the determination to release student eligibility status or information as permitted by law. Federal law governs how eligibility data may be released and to whom. The District will take the following steps to ensure its confidentiality:

Some data may be released to government agencies or programs authorized by law to receive such data without parental consent, while other data may only be released after obtaining parental consent. In both instances, allowable information shall only be released on a need to know basis to individuals authorized to receive the data. The recipients shall sign an agreement with the District specifying the names or titles of the persons who may have access to the eligibility information. The agreement shall further specify the specific purpose(s) for which the data will be used and how the recipient(s) shall protect the data from further, unauthorized disclosures.

The Superintendent shall designate the staff member(s) responsible for making eligibility determinations. Release of eligibility information to other District staff shall be limited to as few individuals as possible who shall have a specific need to know such information to perform their job

responsibilities. Principals, counselors, teachers, and administrators shall not have routine access to eligibility information or status.

Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.

Legal References:       Commissioner’s Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018  
                              DESE Eligibility Manual for School Meals Revised July 2017  
                              A.C.A. § 6-18-715  
                              7 C.F.R. §§ 210.1 – 210.31  
                              7 C.F.R. §§ 220.1 – 220.22  
                              7 C.F.R. §§ 245.5, 245.6, 245.8  
                              42 U.S.C. § 1758(b)(6)

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### **3.43—DUTY OF LICENSED EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING**

It is the responsibility of each teacher, and not the District, to keep his/her teaching license continuously renewed with no lapses in licensure, and in good standing with the State Board of Education. Failure of a teacher to do so will be grounds for termination.

Legal Reference: A.C.A. § 6-17-401

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

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### **3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION**

The District provides Workers’ Compensation Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the person designated by the Superintendent. An injured employee must fill out District required forms. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

For injuries requiring medical attention, the District will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic.

A Workers’ Compensation absence will run concurrently with FMLA leave (Policy 3.32) when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a “light duty job,” but is unable to return to the employee’s same or equivalent job, the employee may decline the District’s offer of a “light duty job.” As a result, the employee may lose his/her workers’ compensation payments, but for the duration of the employee’s FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

Employees who are absent from work in the District due to a Workers’ Compensation claim may not work at a non-District job until they have returned to full duties at their same or equivalent District job; those who violate this prohibition may be subject to discipline up to and including termination. This prohibition does NOT apply to an employee who has been cleared by his/her doctor to return to “light duty” but the District has no such position available for the employee and the employee’s second job qualifies as “light duty”.

To the extent an employee has accrued sick leave and a WC claim has been filed, an employee:

- Will be charged for a day’s sick leave for the all days missed until such time as the WC claim has been approved or denied; and
- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee’s usual contracted daily rate of pay.

Legal References: Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE  
A.C.A. § 11-9-102  
A.C.A. § 11-9-508(d)(5)(A)  
A.C.A. § 11-9-514(a)(3)(A)(i)

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

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**3.45—RESERVED**

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### 3.46—LICENSED PERSONNEL VACATIONS

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 will be carried over to a new fiscal year. The maximum accumulation of vacation days, including the final year of service with the 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 listed on the table below. An employee must work the full calendar month from the first available contract day of that month to the last available contract day of that month to earn a vacation day (as listed below) for the month:

Years of District “Experience Credit”	Rate Vacation is Earned	Maximum Vacation Days Earned per Year
0-9	1.00 day per month	10 days
10-19	1.25 days per month	15 days
20 and above	1.50 days per month	18 days

- C. Experience credit for out-of-district service may be granted upon application to the Superintendent.
- D. Vacation must be taken in one-half day or full day increments only.
- E. Upon separation an employee will be paid for any vacation earned up to thirty-five days in accordance with the table above.

Date Adopted:

Last Revised:

### **3.47—DEPOSITING COLLECTED FUNDS**

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to ensure that such funds they have collected are timely deposited by the District into the appropriate accounts for which they have been collected. The Superintendent or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

Staff that use any funds collected in the course of their employment for personal purposes, or who deposit such funds in a personal account, may be subject to discipline up to and including termination.

Reference: ASBA Model Policies

Date Adopted:

Last Revised:

**3.48—RESERVED**

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### **3.49—TEACHERS’ REMOVAL OF STUDENT FROM CLASSROOM**

A teacher may remove a student from class whose behavior the teacher has documented to be repeatedly interfering with the teacher’s ability to teach the students in the class or whose behavior is so unruly, disruptive or abusive that it interferes with the ability of the student’s other classmates to learn. Students who have been removed from their classroom by a teacher shall be sent to the principal’s or principal’s designee’s office for appropriate discipline.

The teacher’s principal or the principal’s designee may:

1. Place the student into another appropriate classroom;
2. Place the student into in-school suspension;
3. Place the student into the District’s alternative learning environment in accordance with Policy 5.26—ALTERNATIVE LEARNING ENVIRONMENTS;
4. Return the student to the class; or
5. Take other appropriate action consistent with the District’s student discipline policies and state and federal law.

If a teacher removes a student from class two (2) times during any nine-week grading period, the principal or the principal’s designee may not return the student to the teacher’s class unless a conference has been held for the purpose of determining the cause of the problem and possible solutions. The conference is to be held with the following individuals present:

1. The principal or the principal’s designee;
2. The teacher;
3. The school counselor;
4. The parents, legal guardians, persons having lawful control of the student, or persons standing in loco parentis; and
5. The student, if appropriate.

However, the failure of the parents, legal guardians, persons having lawful control of the student, or persons standing in loco parentis to attend the conference does not prevent any action from being taken as a result of the conference.

This Policy is adopted by the Board in order to bring the District into compliance with the Division of Elementary and Secondary Education rules concerning student discipline, and to incorporate the provisions of A.C.A. § 6-18-511. However, teachers should be aware that federal law governing a student’s Individual Education Program (IEP) or 504 plan, or status as an individual with a disability will supersede Arkansas law. In many cases, removing a student from a classroom due to behavioral problems, will violate a student’s IEP, violate a student’s 504 plan, or constitute discrimination against the student due to a disability that affects the student’s ability to conform his or her behavior.

Legal References:       A.C.A. § 6-18-511  
                                  Division of Elementary and Secondary Education Guidelines for the  
                                  Development, Review and Revision of School District Student Discipline  
                                  and School Safety Policies

Additional Reference: ASBA Model Policies

Date Adopted:  
Last Revised:

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### **3.50—ADMINISTRATOR EVALUATOR CERTIFICATION**

#### **Continuing Administrators**

The Superintendent or designee shall determine and notify in writing by August 31 of each year those currently employed administrators who will be responsible for conducting Teacher Excellence Support System (hereinafter TESS) summative evaluations who are not currently qualified to fulfill that role. All currently employed administrators so notified shall have until December 31 of the contract year to successfully complete all training and certification requirements for evaluators as set forth by the Division of Elementary and Secondary Education (DESE). It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, to fail to do so by December 31 of any contract year. No administrator may conduct a summative evaluation unless they have successfully completed all training and certification requirements for evaluators required by the DESE.

#### **Newly Hired or Promoted Administrators**

All newly hired or newly promoted administrators, as a term and condition of their acceptance of their contract of employment for their administrative position, are required to obtain and maintain evaluator certification for TESS on or before December 31 of the initial administrative contract year, unless they are explicitly excused from such a contractual requirement by Board action at the time of the hire or promotion. It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any newly hired or newly promoted administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, to fail to do so by December 31 of any contract year. No administrator may conduct a summative evaluation unless they have successfully completed all training and certification requirements for evaluators required by the DESE.

Legal Reference: A.C.A. § 6-15-202(f)(50)

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### **3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES**

“School Bus” is a motorized vehicle that meets the following requirements:

1. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
2. Is operated for the transportation of students from home to school, from school to home, or to and from school events.

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages. A school bus driver may use a two-way radio communications device or any device used in a similar manner as a two-way radio communications device to communicate with the District’s central dispatch or transportation center. In addition, if the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

- An emergency system response operator or 911 public safety communications dispatcher;
- A hospital or emergency room;
- A physician’s office or health clinic;
- An ambulance or fire department rescue service;
- A fire department, fire protection district, or volunteer fire department; or
- A police department.

In addition to statutorily permitted fines, violations of this Policy shall be grounds for disciplinary action up to and including termination.

Legal Reference: A.C.A. § 6-19-120

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### **3.52—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS**

For purposes of this Policy, “Family member” includes:

- An individual’s spouse;
- Children of the individual or children of the individual’s spouse;
- The spouse of a child of the individual or the spouse of a child of the individual’s spouse;
- Parents of the individual or parents of the individual’s spouse;
- Brothers and sisters of the individual or brothers and sisters of the individual’s spouse;
- 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
- Anyone acting or serving as an agent of the individual or as an agent of the individual’s spouse.

No District employee, administrator, official, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds, including the District Child Nutrition Program funds, if a conflict of interest exists, whether the conflict is real or apparent. Conflicts of interest arise when one or more of the following has a financial or other interest in the entity selected for the contract:

1. The employee, administrator, official, or agent;
2. Any family member of the District employee, administrator, official, or agent;
3. The employee, administrator, official, or agent’s partner; or
4. An organization that currently employs or is about to employ one of the above.

Employees, administrators, officials, or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements including, but not limited to:

- a. Entertainment;
- b. Hotel rooms;
- c. Transportation;
- d. Gifts;
- e. Meals; or
- f. Items of nominal value (e.g. calendar or coffee mug).

Violations of the Code of Conduct shall result in discipline, up to and including termination. The District reserves the right to pursue legal action for violations.

All District personnel involved in purchases with Federal funds, including child nutrition personnel, shall receive training on the Code of Conduct. Training should include guidance about how to respond when a gratuity, favor, or item with monetary value is offered.

Legal References: A.C.A. §§ 6-24-101 et seq.  
Division of Elementary and Secondary Education Rules Governing the  
Ethical Guidelines And Prohibitions For Educational Administrators,  
Employees, Board Members And Other Parties  
Commissioner’s Memo FIN 09-036

Commissioner's Memo FIN-10-048  
Commissioner's Memo FIN 15-074  
2 C.F.R. § 200.318  
7 C.F.R. § 3016.36  
7 C.F.R. § 3019.42

Additional Reference: ASBA Model Policies

Date Adopted:  
Last Revised:

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### **3.53—LICENSED PERSONNEL BUS DRIVER END OF ROUTE REVIEW**

Each bus driver shall walk inside the bus from the front to the back to make sure that all students exited the bus after each trip. If a child is discovered through the bus walk, the driver will immediately notify the transportation and student services offices and make arrangements for transporting the child appropriately. If children are left on the bus after the bus walk through has been completed and the driver has left the bus for that trip, the driver shall be subject to discipline up to and including termination of the employee's classified contract.

Reference: ASBA Model Policies

Date Adopted:

Last Revised:

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### **3.54—TEACHING DURING PLANNING PERIOD AND/OR OF MORE THAN THE MAXIMUM NUMBER OF STUDENTS PER DAY**

A fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade teacher may enter into an agreement with the District to teach:

- 1) An additional class in place of a planning period; and/or
- 2) More than one hundred fifty (150) students per day.

A teacher who agrees to teach more than the maximum number of students per day is still bound by the maximum number of students per class period in the Standards for Accreditation and the Division of Elementary and Secondary Education (DESE) Rules Governing Class Size and Teaching Load. A fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade teacher may not teach more than the maximum number of students per day as set in the Standards and the DESE rules for teachers of fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade without receiving additional compensation.

A fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade teacher who enters into an agreement with the District shall receive compensation based on the teacher's:

- a) Hourly rate of pay for the loss of a planning period; and/or
- b) Basic contract that is pro-rated for every additional student they teach over the maximum number of students permitted per day.

A teacher who wishes to enter into an agreement for numbers 1, 2, or both above must sign an agreement with the District prior to the teacher giving up his/her planning period or teaching more than the maximum number of students per day. A teacher shall not be eligible to receive compensation until after the agreement has been signed. The maximum length of the signed agreement between the teacher and the District shall be for the semester the agreement is signed.

Neither the District nor the teacher are obligated to:

- Enter into an agreement;
- Renew an agreement; or
- Continue an agreement past the semester in which the agreement is signed.

The provisions of the Teacher Fair Dismissal Act, A.C.A. §§ 6-17-1501 et seq., do not apply to an agreement between a teacher and the District entered into under this Policy.

Legal References: A.C.A. § 6-17-812  
DESE Rules Governing Class Size and Teaching Load

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### **3.55—LICENSED PERSONNEL USE OF PERSONAL PROTECTIVE EQUIPMENT**

Employees whose job duties require the use or wearing of Personal Protective Equipment (PPE) shall use or wear the prescribed PPE at all times while performing job duties that expose employees to potential injury or illness. Examples of PPE include, but are not limited to:

- Head and face protection:
  - Hard hat;
  - Bump cap;
  - Welding helmet;
  - Safety goggles;
  - Safety glasses;
  - Face shield;
- Respiratory protection:
  - Dust/mist mask;
  - Half-face canister respirators;
- Hearing protection:
  - Ear plugs;
  - Ear muffs;
- Hand protection, which is based on hazard exposure(s) and type(s) of protection needed:
  - Leather;
  - Latex;
  - Rubber;
  - Nitrile;
  - Kevlar;
  - Cotton;
- Body protection:
  - Welding apron;
  - Welding jackets;
  - Coveralls/Tyvek suits;
- Foot Protection:
  - Metatarsal protection;
  - Steel toed boots/shoes;
  - Slip resistant shoes;
- Fall Protection:
  - Belts, harnesses, lanyards;
  - Skylight protection;
  - Safe ladders;
  - Scissor lifts.

Employees operating a school-owned vehicle that is equipped with seat belts for the operator shall be secured by the seat belt at all times the employee is operating the vehicle. If the vehicle is equipped with seat belts for passengers, the employee operating the vehicle shall not put the vehicle into motion until all passengers are secured by a seat belt. Employees traveling in, but not operating, a school owned vehicle that is equipped with seat belts for passengers shall be secured by a seat belt at all times the vehicle is in motion.

Employees who fail to use or wear the prescribed PPE required by their job duties put themselves and co-workers at risk of sustaining personal injuries. Employees who are found to be performing job duties without using or wearing the necessary PPE required by the employee's job duties may be disciplined, up to and including termination.

A supervisor may be disciplined, up to and including termination, if the supervisor:

1. Fails to ensure the employee has the prescribed PPE before the employee assumes job duties requiring such equipment;
2. Fails to provide an employee replacement PPE when necessary in order for the employee to continue to perform the job duties that require the PPE; or
3. Instructs the employee to perform the employee's job duties without the prescribed PPE required by those job duties.

An employee shall **not** be disciplined for refusing to perform job duties that require the employee to use/wear PPE if:

1. The employee has not been provided the prescribed PPE; or
2. The PPE provided to the employee is damaged or worn to the extent that the PPE would not provide adequate protection to the employee.

An employee's immediate Supervisor is responsible for providing the employee training on the proper use, care, and maintenance of any and all PPE that the employee may be required to use.

Reference: ASBA Model Policies

Date Adopted:

Last Revised:

## APPENDIX

### ETHICAL CONDUCT

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—CCOMMITMENT 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.