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**LICENSED PERSONNEL**

### 3.1—LICENSED PERSONNEL SALARY SCHEDULE

~~Enter your District's salary schedule for this policy.<sup>1</sup> State law requires each District to include its teacher salary schedule, including stipends and other material benefits, in its written personnel policies. In developing the salary schedule, the District will establish a normal base contract period for teachers. The District is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year licensed policies and salary schedule.~~

~~For the purposes of the salary schedule, a teacher will have worked a "year" if he/she works at least 160 days.<sup>2</sup>~~

~~For the purposes of this policy, a master's degree or higher is considered "relevant to the employee's position" if it is related to education, guidance counseling, or the teacher's content area and has been awarded for successful completion of a program at the master's level or higher by an institution of higher education accredited under Arkansas statutory requirements applicable at the time the degree was awarded.~~

~~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 \_\_\_\_\_.<sup>3</sup> ~~The appropriate salary increase will be reflected in the next paycheck provided it is at least two (2) weeks from the time the notice and documentation is delivered.~~<sup>4</sup> All salary changes 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> ~~on a “go forward” basis, and no back pay~~

It will be awarded. 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~~ ~~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.

Notes: ~~A.C.A. § 6-11-129 requires employee contract information to be available on the district's website and also identifies the contract items that must be redacted.~~

~~A.C.A. § 6-13-635 requires the Board to adopt a resolution that it has reviewed and adopted all salary increases of 5% or more, but most of the Act's listing of reasons are statutorily required raises and are paid by the state and not district funds. The Act's language requires the resolution even for an employee who moves from one position to another higher paying position such as going from teaching to administration. None the less, the resolution is required. Policy 1.9 directs the Board to review the salaries when adopting changes to this policy. We recommend the following language for the Board's resolution:~~

~~*Whereas, the superintendent has identified all changes from last school year's published salary schedule, and has identified and presented the Board of Directors with each employee's salary increase of 5% or more as required under A.C.A. § 6-13-635 and created a spreadsheet explaining each;*~~

~~*Therefore, the \_\_\_\_\_ School District Board of Directors approves and resolves that the spread sheet including those explanations are a factual representation of the raises given for the **insert date** school year.*~~

<sup>1</sup> ~~Your district's salary schedule should be inserted in place of this paragraph. The remainder of the policy should remain in the policy. It's important to note that any changes to the salary schedule must go through the PPC and the Board adopt the policy with the actual salary schedule included in the adopted policy. The DESE Rules governing salary schedules includes the following definition, which you can use to ensure you have included the data they will be looking for when you are reviewed:~~

~~“**Licensed Salary Schedule** is a set of matrices that are updated and published each school year that contains the minimum salary licensed employees earn based on number of years of experience, education degrees, computations for extended contracts, and salary supplements for additional duties or responsibilities. The salary schedule is required to reflect the actual pay practices of the district.”~~

<sup>2</sup> ~~Select the number of days your district chooses to use to qualify teachers to be eligible for a step increase. 160 days is merely a suggestion, but it aligns with the Teacher Retirement's requirement to earn credit toward retirement benefits.~~

<sup>3</sup> ~~Insert the title of the appropriate person.~~

<sup>4</sup> ~~This sentence is optional, but you do need to establish a date when a pay increase triggered by additional schooling will take effect. Include a period of advance notice that works for your district. In selecting the length of time, consider your employee's time to verify the transcript and execute the contract addendum.~~

~~Cross Reference: \_\_\_\_\_ Policy 1.9 POLICY FORMULATION~~

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:

DRAFT



## 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.<sup>1</sup>

“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, other than novice teachers, will have a summative evaluation over all domains and components at least once every four (4) years. To establish the initial four (4) year rotation schedule for teachers, other than novice teachers, to be summatively evaluated, at least one-quarter (1/4) of each school's teachers, other than novice teachers, will be selected for evaluation by \_\_\_\_.<sup>2</sup> Novice teachers will receive a summative evaluation in the year following the completion of their novice period and will be added to the four (4) year summative evaluation rotation for following years. A teacher who transfers into the District from another Local Educational Agency (LEA) shall be added to the four (4) year summative evaluation rotation based on when the teacher's most recent summative evaluation was conducted.<sup>3</sup>~~

All teachers shall develop a Professional Growth Plan (PGP) annually that identifies professional growth outcomes to advance the ~~teacher's~~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~~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:<sup>4</sup>

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~~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.

~~Building level or district level leaders, except for beginning administrators, shall have a summative evaluation at least once every four (4) years. To establish the initial four-year rotation schedule for building level or district level leaders, except for beginning administrators, to be summatively evaluated, at least one quarter (1/4) of each school's building level or district level leaders will be selected for evaluation by \_\_\_\_.<sup>2</sup> 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 who transfers into the District from another LEA shall~~

~~be added to the four (4) year summative evaluation rotation based on when the building level or district level leader's most recent summative evaluation was conducted.<sup>3</sup>~~

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~~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~~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.

~~Notes: The language in this policy is intentionally very broad. We strongly advise that you don't try to insert a lot of process/procedure language in the policy and leave that to a separate "Procedures" document that lays out the specificity of how you are going to fully implement the TESS/LEADS requirements. For example, don't include such things as how many artifacts you will require; how many informal evaluations will be conducted; or the dates for when the summative evaluations will take place.~~

Districts with a waiver to employ unlicensed individuals as teachers or administrators should add the following sentence to Policy 8.2—~~CLASSIFIED PERSONNEL EVALUATIONS~~:

*Individuals employed under the District's waiver as unlicensed teachers and administrators shall be evaluated under Policy 3.2—LICENSED PERSONNEL EVALUATIONS.*

<sup>1</sup> Include positions below the superintendent in this sentence only if you have such positions. Districts have the option of including those positions in the LEADS evaluation requirements as if they were a building level or district level leader. If you have such positions and choose to evaluate them under the LEADS Rules, delete them from the sentence and add them to the list of those who are included in the definition of building level or district level leaders.

<sup>2</sup> Enter the method by which you will determine who will be selected. Possible ways you could select would be from volunteers, RIF points (either highest to lowest or vice versa), alphabetically, or drawing names out of a hat. Since employees' continued employment will potentially ride on the evaluations, it is vital that your selection method be non-biased. Also, since all teachers and building level or district level leaders have to have a summative evaluation at least once every four (4) years, be sure to select at least a quarter (1/4) of your candidate pool.

<sup>3</sup> There is no requirement for you to place an individual who transfers into the district from another LEA into the rotation for a summative evaluation based on when their last summative evaluation took place. If you choose, you could require that all individuals who transfer into the district have a summative evaluation at the end of the year they transfer into the district regardless of when the individual's most recent summative evaluation took place.

<sup>4</sup> In addition to the items listed in the policy, you may include peer observations and/or student feedback in the list of items to be looked at during the summative evaluation.

You have the option to allow a teacher's work for National Board certification or renewal certification to be substituted for portions of the summative evaluation; If you choose to do so, add the following language:

*A teacher's work completed for the certification or renewal of a certification from the National Board for Professional Teaching Standards may be substituted for the whole or any part of the summative evaluation.*

Cross Reference: ~~8.2 CLASSIFIED PERSONNEL EVALUATIONS~~

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:

DRAFT

### 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:

DRAFT

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

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

#### **Option 1<sup>1</sup>**

~~If a reduction in force becomes necessary in a licensure area and/or specific grade level(s), the teacher's length of service in the district shall be the initial determining factor. The teacher with the most years of employment as a licensed teacher in the district as compared to other teachers in the same licensure area and/or specific grade level(s) shall prevail. Length of service in a classified position shall not count for the purpose of length of service for a licensed position. Total years of service to the district shall include non-continuous years of service. Being employed fewer than 160 days in a school year shall not constitute a year.~~

~~In the event that two employees subject to a RIF have the same length of service, the employee with the higher number of points as determined by the schedule contained in this policy shall be retained. The teacher with the fewer points will be non-renewed or terminated first. In the event two or more employees have the same number of points, the teacher(s) shall be retained whose name(s) appear first in the board's minutes of the date of hire. There is no right or implied right for any teacher to "bump" or displace any other teacher.~~

#### **Option 2<sup>1</sup>**

~~If a reduction in force becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade level on the basis of each employee's points as determined by the schedule contained in this policy. The teacher with the fewest points will be non-renewed or terminated first. In the event of a tie between two or more employees, the teacher(s) shall be retained whose name(s) appear first in the board's minutes of the date of hire. There is no right or implied right for any teacher to "bump" or displace any other teacher. Being employed fewer than 160 days in a school year shall not constitute a year. It is each teacher's individual responsibility to ensure his/her point totals are current in District files.~~

#### **Points<sup>2</sup>**



- ~~Years of service in the district—1 point per year  
All licensed position years in the district count including non-continuous years.  
Service in any position not requiring teacher licensure does not count toward years of service. Being employed fewer than 160 days in a school year shall not constitute a year.~~
- ~~Graduate degree in any area of licensure in which the teacher will be ranked (only the highest level of points apply)  
1 point—Master’s degree  
2 points—Master’s degree plus thirty additional hours  
3 points—Educational specialist degree  
4 points—Doctoral degree~~
- ~~National Board of Professional Teaching Standards certification—3 points~~
- ~~Additional academic content areas of endorsement as identified by the State Board—1 point per area~~
- ~~Licensure for teaching in a State Board identified shortage area—2 points~~
- ~~Multiple areas and/or grade levels of licensure as identified by the State Board—1 point per additional area or grade level as applicable. For example, a P-4 license or a 5-8 social studies license is each worth one point.~~

~~When the District is conducting a RIF, all potentially affected teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points to the superintendent whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect a teacher’s point total after the list is released.~~

~~A teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. “Full licensure” means an initial, or standard, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional, temporary, or conditional on the fulfillment of additional course work or passing exams or any other requirement of the Division of Elementary and Secondary Education, other than the attainment of annual professional development training.~~

~~Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all teachers will be brought into compliance, by a partial RIF if necessary, with the receiving district’s salary schedule. Further adjustments will be made if length of contract or job assignments change.<sup>3</sup>A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.~~

**Recall: Option 1<sup>4</sup>**

~~There shall be no right of recall for any teacher.~~

**Recall: Option 2<sup>4</sup>**

~~For a period of up to two (2) years from the date of board action on the teacher's non-renewal or termination recommendation, a teacher who is non-renewed from a 1.0 full-time equivalent (FTE) position under this policy shall be offered an opportunity to fill any 1.0 FTE position vacancy for~~

which he or she is required to hold a license as a condition of employment and for which he or she is qualified by virtue of education, license, or experience, as determined by the job requirements developed by the superintendent or designee.

A teacher shall not have the right to be recalled to a licensed position that is less than a 1.0 FTE, has less authority or responsibility, or that has a lower compensation level, index or stipend. No right of recall shall exist for non-renewal from a stipend, or non-renewal or reduction of a stipend, or non-renewal to reduce contract length. No teacher shall have any right to be recalled to any position that is for a longer contract period, has greater authority or responsibility, is for greater than the former FTE, or that is at a higher compensation level, index or stipend.

A non-renewed or terminated teacher shall be eligible to be recalled for a period of two (2) years in the reverse order (i.e. the teacher with the highest points will be recalled first and the teacher with the lowest points will be recalled last) of the non-renewal or termination to any position for which he or she is qualified. Notice of vacancies shall be by first class mail to all teachers reasonably believed to be both qualified for and subject to rehire for a particular position and the non-renewed or terminated teachers shall have 10 working days from the date the notification is mailed in which to conditionally accept the offer of a position, with the actual offer going to the qualified teacher with the most points who responds within the 10-day time period. A lack of response, as evidenced by a teacher's failure to respond within 10 working days, or a teacher's express refusal of a position or an employee's acceptance of a position but failure to sign an employment contract within two business days of the contract being presented to the employee shall constitute a rejection of the offered position and shall end the district's obligation to rehire the non-renewed or terminated teacher. No further rights to be rehired because of the reduction in force shall exist.

## **SECTION TWO**

**A. Option A**<sup>4</sup>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.

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

#### **Option B<sup>4</sup>**

The employees of any school district which annexes to, or consolidates with, the \_\_\_\_\_ District will be subject to dismissal or retention at the discretion of the school board, on the

recommendation of the superintendent, solely on the basis of need for such employees on the part of the \_\_\_\_\_ District, if any, at the time of the annexation or consolidation, or within ninety (90) days after the effective date of the annexation or consolidation. The need for any employee of the annexed or consolidated school district shall be determined solely by the superintendent and school board of the \_\_\_\_\_ District.

Such employees will not be considered as having any seniority within the \_\_\_\_\_ District and may not claim an entitlement under a reduction in force to any position held by a \_\_\_\_\_ District employee prior to, or at the time of, or prior to the expiration of ninety (90) days after the consolidation or annexation, if the notification provision below is undertaken by the superintendent.

The superintendent shall mail or have hand-delivered the notification to such employee of his intention to recommend non-renewal or termination pursuant to a reduction in force within ninety (90) days of the effective date of the annexation or consolidation in order to effect the provisions of this section of the \_\_\_\_\_ District's reduction in force policy. Any such employees who are non-renewed or terminated pursuant to Section Two are not subject to recall notwithstanding any language in any other section of this policy. Any such employees shall be paid at the rate for each person on the appropriate level on the salary schedule of the annexed or consolidated district during those ninety (90) days and/or through the completion of the reduction in force process.

This subsection of the reduction in force policy shall not be interpreted to provide that the superintendent must wait ninety (90) days from the effective date of the annexation or consolidation in order to issue notification of his intention to recommend dismissal through reduction in force, but merely that the superintendent has that period of time in which to issue notification so as to be able to invoke the provisions of this section.

~~The~~ intention of this section is to ensure that those \_\_\_\_\_ District employees who are employed prior to the annexation or consolidation shall not be displaced by employees of the annexed or consolidated district by application of the reduction in force policy.

Notes: <sup>1</sup>Select either Option 1 or 2 on the basis of which system will work best for your district and its students.

<sup>2</sup>The list may be changed to reflect the beliefs of your district regarding what criteria are the most beneficial to students and the district. You may choose to add or delete additional criteria and/or change the value of the points given to each criterion. For example, you could choose to lessen or increase any of the point values for a criterion, or you could add or delete point categories.

<sup>3</sup>For example: It may be discovered that a teacher is receiving a stipend for duties that he/she has not performed for several years. As part of the reduction in force, the teacher would be sent notification by the superintendent that he/she intended to partially non-renew the teacher excluding the obsolete stipend.

~~<sup>4</sup>Select the option of your choice. If you choose Option B, the ninety (90) day time period may be lengthened or shortened (within reason) to suit your preference.~~

Legal Reference: A.C.A. § 6-17-2407

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

DRAFT

### 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 ~~a cover memo<sup>1</sup> which will be attached~~electronic delivery to the ~~contract~~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 ~~School~~ Board shall be required in order to make the employee's resignation final.<sup>2</sup>

Note:<sup>1</sup> ~~The following language is offered as suggestive for the cover memo:~~

~~Attached please find your contract of employment for the (date/date) school year. Pursuant to Arkansas law, you have thirty (30) calendar days from the date of this memo to sign and return your contract of employment to the office of the Superintendent. According to personnel policy 3.5, the failure of an employee to sign and return his or her contract by the thirtieth (30<sup>th</sup>) day shall operate as a resignation, and steps will immediately begin to fill that vacated position for the next school year.~~

~~<sup>2</sup>The paragraph is optional and works well for districts that get their contract renewals out well before school is out. However, for districts that issue contracts late, the paragraph serves as an additional opportunity (see 6-17-1506) for employees to get out of their contracts by simply declining to return them signed and thus activate the provisions of the second paragraph of the policy.~~

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~~<sup>4</sup>~~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.

~~All employees shall attend all local PD training sessions as directed by his/her supervisor.~~

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~~<sup>5</sup>~~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 ~~thirty-six (36)~~<sup>6</sup>~~fifty-four (54)~~ hours of PD annually to be fulfilled between ~~July~~<sup>7</sup>~~June~~ 1 and ~~June 30.~~<sup>8</sup>~~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. <sup>3</sup> 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~~<sup>9</sup>~~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.

~~Flexible PD hours (flex hours) are those hours that an employee is allowed to substitute PD activities, different than those offered by the District, but are still aligned to the employee's PGP, the employee's school's SLIP, or the District's PDP. The District shall determine on an annual basis how many, if any, flex hours of PD it will allow to be substituted for District scheduled PD offerings. The determination may be made at an individual building, a grade, or by subject basis.~~ The District administration and the building principal have the authority to require attendance at specific PD activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for ~~flex PD~~ 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 ~~flex PD~~ hours credited toward fulfilling the licensed ~~employee's~~ 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~~ 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. <sup>4</sup> Hours earned that count toward the licensed ~~employee's~~ employee's required hours also count toward the required number of contract days for that employee. ~~Employees shall be paid their daily rate of pay for PD hours earned at the request of the District that necessitate the employee work more than the number of days required by their contract.~~<sup>5</sup>

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~~ 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~~ employee's required PD hours to the extent the ~~District's~~ 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~~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~~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.<sup>6</sup>

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.<sup>7</sup>

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.<sup>8</sup>

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).<sup>9</sup>

~~Notes: There are special rules that apply to part time employees who teach adults or are high school equivalency Test examiners. Since such employees apply to very few districts, they are not included in this policy. PD for such employees is covered under 7.04 of the rules and A.C.A. § 6-17-706.~~

~~<sup>1</sup>If you have individuals employed as unlicensed teachers or administrators under a waiver, add "or are an unlicensed employee teaching under a waiver of licensure".~~

~~<sup>2</sup>The rules make July 1 through June 30 the default. Districts using those dates no longer need documentation of its choice. Districts can still choose June 1 through May 30, but that~~

choice would have to be documented. The documentation may be noted by the selection chosen for this policy and also in the District's PDP required by A.C.A. § 6-17-704(c)(1).

<sup>3</sup> A.C.A. § 6-17-2402(1) defines a "basic contract" as a teacher employment contract for 190 days that includes no less than six (6) days of PD. When calculated with the one hundred seventy-eight (178) mandatory student contact days and the two (2) parent-teacher conference days, this means there are four (4) days unassigned in the basic contract. Districts may use these days as additional student contact days, parent-teacher conferences, for classroom setup, or PD. The use for the days may vary from school to school or even from licensed-employee to licensed-employee, though days used for additional student contact days should be uniform throughout the district and staff. The use of the four (4) days may be assigned on the school calendar or otherwise accounted for in policy. If districts require employees to use those four (4) days for something other than PD but require the licensed employee to receive more than thirty-six (36) hours of PD, then the district must pay the employee for the additional hours of district mandated PD as set forth in footnote 5.

<sup>4</sup> The number of contract days may vary between employees, but the concern here is with the number of contract days specified in each individual employee's contract.

<sup>5</sup> There is confusion surrounding districts requiring more than the required PD and employees who get more than their required hours, but do so of their own choosing. A.C.A. § 6-17-807(a) requires districts to pay a teacher their daily rate of pay for days worked in excess of the number in their contract. Each six (6) hours of PD equal one day worked. Teachers who are required/requested to attend six (6) more hours than would total the number of days in the employee's contract have worked an extra day of their contract. This can be addressed by giving the employees a flex PD day off or paying them their daily rate of pay for the extra day worked. Teachers who are so dedicated that, on their own, they get more than their required PD hours do not get credit for a day worked for each six (6) hours of excess PD.

<sup>6</sup> This requirement tracks the language in model policy 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION and is based on A.C.A. § 6-15-202(f)(50). A corollary point to this policy's sentence is to make the hiring of any new administrator who will be responsible for conducting TESS summative evaluations contingent upon the new hire's successful credentialing for TESS evaluations. We suggest calling the ASBA staff attorney for language, including required completion dates and employment consequences, for both the hiring motion, and to include on the contract, where it should remain until TESS credentials are successfully obtained.

<sup>7</sup> This is required by A.C.A. § 6-41-608. There is no statutory clarification regarding required hours of training, but teachers will need to be credited toward the required hours of PD for time spent fulfilling the requirement. A.C.A. § 6-41-609 and 1.02.2.2 of the PD Rules delegate future dyslexia training to Higher Education.

~~<sup>8</sup>We suggest reading A.C.A. § 6-15-1004(c) and Section 4 of the PD Rules. Both permit the district to require additional hours; however, if you choose to do so and the employee's required PD would total more hours than the number of contract days provided for in the employee's contract, then the employee is due his/her daily rate of pay for the excess hours. See footnote 5.~~

~~<sup>9</sup>Districts are required to annually provide active shooter drill and school safety assessment training for all of its employees and, to the extent practicable, students, in collaboration with local law enforcement and emergency management personnel. Since this is statutorily required training (PD), employees get to count it toward their annual required hours.~~

~~Cross References: 3.50 ADMINISTRATOR EVALUATOR CERTIFICATION  
4.37 EMERGENCY DRILLS  
5.2 PLANNING FOR EDUCATIONAL IMPROVEMENT~~

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

### ~~Scope of Policy~~

~~Each person hired for a position that allows or requires the employee 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,<sup>1</sup> 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.<sup>2</sup>~~

~~Each person's initial employment for a job entailing a safety-sensitive function is conditioned upon the district receiving a negative drug test result for that employee.<sup>3</sup> The offer of employment is also conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.<sup>4</sup>~~

### ~~Methods of Testing~~

~~The collection, testing methods and standards shall be determined by the agency or other medical organizations chosen by the School 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").~~

### Definitions

"Safety 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.<sup>5</sup>

## 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
- 4.3. 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.<sup>6</sup>

## 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.<sup>7</sup>

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, ~~articulatable~~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

~~Notes: You are required to give drivers a copy of the procedures that will be used in the testing for drugs and alcohol. If you are following your own policy in this regard, give your drivers a copy of that policy; if you're using a drug testing company to administer the tests, give your drivers a copy of the test administration procedures.~~

~~You are required to provide your drivers the name of the person you have designated to answer your drivers' questions about the materials you give them regarding drug and alcohol testing.~~

~~You are also required to give your employees "information pertaining to the effects of alcohol and controlled substance use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management."~~

~~Give a copy of this policy to your drivers.~~

~~Have your drivers sign an acknowledgement that they have received all of the information contained in this policy and these footnotes.~~

~~<sup>1</sup> You have the option of also requiring an alcohol test, but you may not selectively require it, i.e. if you require it for one prospective employee you must require it for all prospective employees.~~

~~<sup>2</sup> A.C.A. § 6-19-108(f) requires extracurricular trips be made only by certified bus drivers who have a valid in-service training certificate.~~

~~<sup>3</sup> While A.C.A. § 6-19-108(e) permits a district to hire a non-certified bus driver in an emergency situation, 49CFR382.301 forbids a first time driver (employee) from performing any safety sensitive functions prior to the district receiving a negative drug test for the employee. Therefore, ASBA advises not hiring a bus driver under A.C.A. § 6-19-108(e) until he/she has had a negative drug/alcohol test.~~

~~<sup>4</sup> While the provisions for fines contained in A.C.A. § 27-23-209 do not apply to school districts, school districts are still required to comply with this law. It is for this reason, along with simple prudence in not hiring a person who receives a positive drug/alcohol test, that this language is included. The request for information required by the state is in addition to the federal requirement (49CFR40.25(a)(b)) that you request drug and alcohol test results from any U.S. Department of Transportation regulated employers who have employed the~~

employee during any period during the two years prior to the date of the employee's application.

<sup>5</sup> Students are not required to be transported on a school bus as long as the transporting vehicle is not scheduled for a regularly occurring route or takes a route that contains frequent stops to pick up or drop off students.

<sup>6</sup> Employers are required to report to the Office of Driver Services of the Revenue Division of the Department of Finance and Administration within three (3) business days the results of an alcohol test if it was performed due to cause or as part of random testing and the results were positive or the employee refused to provide a specimen for testing.

<sup>7</sup> The drivers covered under this policy are those who are required to have a teaching license as a prerequisite for their job. Federal law requires you to remove them from safety-sensitive functions when a drug or alcohol related problem exists, but does not enter into the realm of dismissing them from their teaching duties. Bus drivers who are not also teaching licensed personnel are covered under the Classified Policy 8.4 and may be dealt with given the specific provisions of their employment.

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ASBA recommends that licensed employees who are hired for driving a bus in addition to their teaching responsibilities be hired under separate contracts for each position.

This policy is similar to Policy 8.4. If you change this policy, review 8.4 at the same time to ensure applicable consistency between the two.

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  
A.C.A. § 27-23-201 et seq.  
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. § part 40~~  
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 — OPTION A**

#### **Definitions**

0. “Employee” is a full-time employee of the District.
0. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
0. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one (1) day of sick leave per contracted month, or major part thereof.
0. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.<sup>1</sup>
0. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

#### **Sick Leave**

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

Employees who are adopting or seeking to adopt a minor child or minor children may use up to fifteen (15) sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court, and bonding time. See also, 3.32 — LICENSED PERSONNEL FAMILY MEDICAL LEAVE, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.<sup>2</sup>

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

At the discretion of the principal (or Superintendent), and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 3.32 — LICENSED PERSONNEL FAMILY MEDICAL LEAVE the District may require a written statement from the employee’s physician documenting the employee’s illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination.

An employee shall be credited with one (1) day of sick leave in the event the employee used one (1) day of sick leave on a mandatory professional development (PD) day so long as the employee



makes up the missed mandatory PD day on a noncontract day. Costs and expenses associated with the make-up PD shall be the responsibility of the employee unless agreed to in writing by the superintendent or the superintendent's designee for the expenses to be covered by the District.

~~Should~~ a teacher be absent frequently during a school year, and said absences are not subject to FMLA leave, and if such a pattern of absences continues, or is reasonably expected to continue, the Superintendent may relieve the teacher of his/her assignment (with Board approval) and assign the teacher substitute duty at the teacher's daily rate of pay. Should the teacher fail, or otherwise be unable, to report for substitute duty when called, the teacher will be charged a day of sick leave, if available or if unavailable, the teacher will lose a day's wages at his/her daily rate of pay.

Temporary reassignment may also be offered or required in certain circumstances as provided in 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

If the employee's absences are not subject to the FMLA, or are in excess of what is protected under the FMLA, excessive absenteeism, to the extent that the employee is not carrying out his/her assigned duties to an extent that the education of students is substantially adversely affected (at the determination of the principal or Superintendent), may result in termination.

#### **Sick Leave and Family Medical Leave Act (FMLA) Leave**

~~When~~ an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability<sup>3</sup> determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accumulated sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accumulated sick leave, vacation or personal leave. See 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

#### **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.

Notes: This policy is similar to Policy 8.5A. If you change this policy, review 8.5A at the same time to ensure applicable consistency between the two.

<sup>1</sup> A.C.A. § 6-17-1206(b)(2) requires that leave transferred from prior public school employment be used first. In addition, 1206(b)(3) requires that the leave, if any remains, be

included in the total count of accumulated sick leave if the district pays out unused sick leave upon retirement.

<sup>2</sup> This paragraph is optional. Leave for adoption is protected by FMLA, but FMLA leave is unpaid unless otherwise provided for in policy. By including this paragraph, you would allow the employee to receive sick leave pay for the days missed during the adoption process. If you choose to include it, select the number of days of sick leave an employee may use annually for the adoption/bonding process (Fifteen (15) is not a required number of days).

<sup>3</sup> As used in this policy, “applicable” is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has accumulated sick leave. Other leave taken under FMLA is not eligible for sick leave and therefore the FMLA leave is unpaid except to the extent vacation and/or personal leave is available to the employee. For instance, “applicable leave” in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your district’s policy on sick leave. For instance, if sick leave may be taken “for reason of personal illness or illness in the immediate family” (based on the statutory definition in A.C.A. § 6-17-1202), and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your District has a much more liberal definition of sick leave in District policy, the results could be entirely different. For example, if your district has included an extremely liberal position of “paid time off” in this policy with no reference to personal or family illness required, then bonding time could be compensated. Another example would be the potential for overlap between pregnancy complications that arise to the level of a “serious health condition.” For instance, pregnancy complications that rose to the level of a “serious health condition” would qualify for both, while missing work for a dentist’s appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE when making the determination of what sick leave qualifies under both policies. It may also be helpful to consult 29 CFR 825.113, 114, and 115, which are available by calling the ASBA office.

Cross References: — 3.18 — LICENSED PERSONNEL OUTSIDE EMPLOYMENT  
3.32 — LICENSED PERSONNEL FAMILY MEDICAL LEAVE  
3.44 — LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION

Legal References: — A.C.A. § 6-17-1201 et seq.  
29 USC §§ 2601 et seq.  
29 CFR part 825

|  
Date Adopted:  
Last Revised:

DRAFT

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

#### **Definitions**

0. ~~“Employee” is a full-time employee of the All District.~~
0. ~~“Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal shall determine whether certified employees are allowed sick leave will be approved on the basis of a death outside the immediate family of the employee.~~
0. ~~“Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.~~
0. ~~“Grossly Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds ten percent (10%) of the employee’s contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.~~
0. ~~“Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one (1) day of sick leave per contracted month, or major part thereof.~~
0. ~~“Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.<sup>1</sup>~~
0. ~~“Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.~~

#### **Sick Leave**

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

~~Employees who are adopting or seeking to adopt a minor child or minor children may use up to fifteen (15) sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court, and bonding time. See also, 3.32 — LICENSED PERSONNEL FAMILY MEDICAL LEAVE, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.<sup>2</sup>~~

~~Pay for sick leave shall be at the employee’s daily rate of pay, which is that employee’s total contracted salary, divided by the number of days employed as reflected in the contract. Absences~~

for illness in excess of the employee's accumulated and current sick leave shall result in a deduction from the employee's pay at the daily rate as defined above.

~~At the discretion of the principal (or Superintendent), and, if FMLA is applicable, subject to the certification or recertification personal illness according to the provisions contained in policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE the District may require a written statement from the employee's physician documenting the employee's illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination, and schedule listed below:~~

**AnnA. SICK LEAVE ACCUMULATION:**

~~In accordance with Arkansas state law, each employee shall be credited with one (1) day of will receive a minimum of one day per month or major portion thereof sick leave in the event the employee used one (1) day of sick leave on a mandatory professional development (PD) day so long as the employee makes up the missed mandatory PD day on a noncontract day. Costs and expenses associated with the make-up PD shall be the responsibility of the employee unless agreed to in writing by the superintendent or the superintendent's designee for the expenses to be covered by the District.~~

~~Should a teacher be absent frequently during a school year, and said absences are not subject to FMLA leave, and if such a pattern of absences continues, or is reasonably expected to continue, the Superintendent may relieve the teacher of his/her assignment (with Board approval) and assign the teacher substitute duty at the teacher's daily rate of pay per year at full pay. Should the teacher fail, or otherwise be unable, to report for substitute duty when called, the teacher will be charged a day of sick leave, if available or if unavailable, the teacher will lose a day's wages at his/her daily rate of pay.~~

~~Temporary reassignment may also be offered or required in certain circumstances as provided in 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.~~

~~If the employee's absences are excessive or grossly excessive as defined by this policy, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the contract of employment. The superintendent shall have the authority when making his/her determination to consider the totality of circumstances surrounding the absences and their impact on district operations or student services.~~

**Sick leave ~~and Family Medical Leave Act (FMLA) Leave~~**

~~When that is unused by an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability<sup>3</sup> determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within during any applicable twelve (12) month period. To the extent the employee has school year will be accumulated sick leave, any~~

~~sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the for such employee's accrued leave including, once an employee exhausts his/her sick leave account at a rate of one day per month or major portion thereof with unlimited accumulated sick leave, vacation or personal leave. See 3.32 — LICENSED PERSONNEL FAMILY MEDICAL LEAVE.~~

### **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.~~

~~Notes: This policy is similar to Policy 8.5B. If you change this policy, review 8.5B at the same time to ensure applicable consistency between the two.~~

~~<sup>1</sup>A.C.A. § 6-17-1206(b)(2) requires that leave transferred from prior public school employment be used first. In addition, 1206(b)(3) requires that the leave, if any remains, be included in the total count of accumulated sick leave if the district pays out unused sick leave upon retirement.~~

~~<sup>2</sup>This paragraph is optional. Leave for adoption is protected by FMLA, but FMLA leave is unpaid unless otherwise provided for in policy. By including this paragraph, you would allow the employee to receive sick leave pay for the days missed during the adoption process. If you choose to include it, select the number of days of sick leave an employee qualifies for sick leave may use annually for the adoption/bonding process (Fifteen (15) is not a required any amount up to his or her total number of accumulated days).~~

~~<sup>3</sup>As used in this policy, “applicable” is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee. Employees coming into the District will get paid for the leave to the extent the employee has been credited with accumulated sick leave. Other leave taken under FMLA is not eligible for sick leave and therefore the FMLA leave is unpaid except to the extent vacation and/or personal leave is available to the employee. For instance, “applicable leave” in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your district’s policy on sick leave. For instance, if sick leave may be taken “for reason of personal illness or illness in the immediate family” (based on the statutory definition in A.C.A. § 6-17-1202), and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your District has a much more liberal definition of sick leave in District policy, the results could be entirely different. For example, if your district has included an extremely liberal position of “paid time off” in this policy with no reference to personal or family illness required, then bonding time could be compensated. Another example would be the potential for overlap between pregnancy complications that arise to the level of a “serious health condition.” For instance, pregnancy~~

complications that rose to the level of a “serious health condition” would qualify for both, while missing work for a dentist’s appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 3.32 LICENSED PERSONNEL FAMILY MEDICAL LEAVE when making the determination of what sick leave qualifies under both policies. It may also be helpful to consult 29 CFR 825.113, 114, and 115, which are available by calling the ASBA office leave as per state law.

Cross References: ~~3.18 LICENSED PERSONNEL OUTSIDE EMPLOYMENT~~

~~3.32 LICENSED PERSONNEL FAMILY MEDICAL~~ **B. EXTENDED LEAVE:**

~~3.44 LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS’~~ 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:

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

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:

<u>Years’ Experience</u>	<u>Leave</u>
<u>0 - 5 Years</u>	<u>30 days</u>
<u>5 - 10 Years</u>	<u>60 days</u>
<u>10 &amp; above</u>	<u>150 days</u>

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 USC U.S.C. §§ 2601 et seq.  
                              29 CFR C.F.R. part 825

Additional Reference: ASBA Model Policies

Date Adopted:  
Last Revised:

### ~~3.9 LICENSED PERSONNEL SICK LEAVE BANK~~

~~A sick leave bank is established for the purpose of permitting employees, upon approval, to obtain sick leave in excess of accumulated and current sick leave, when the employee has exhausted all such leave. Only those employees who contribute to the sick leave bank during a given contract year shall be eligible to withdraw from the sick leave bank.~~

~~The Superintendent shall appoint a Sick Leave Bank Committee. That committee shall consist of six (6) members: five (5) teachers and one (1) principal.~~

~~The terms of the Committee shall be for three years with two members being replaced each year.~~

~~The Committee shall meet as necessary for the purpose of reviewing requests for withdrawal from the bank. The determination of the committee shall be final.~~

#### ~~Withdrawals~~

~~The Committee may grant sick leave up to \_\_\_\_\_ days per contract year for personal or family illness, disabilities or accidents (not including accidents for which the employee is receiving Workers' Compensation), which cause the employee to be absent from work and when the employee has exhausted all accumulated and current sick leave.~~

~~Requests for withdrawal from the sick leave bank must state the reason(s) for the request and the number of days requested and must be accompanied by a detailed statement from an attending physician of the nature of the malady and the expected duration thereof.~~

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

~~The Committee shall have the authority to grant, reduce or deny any request. However, the Committee may grant no request, or any granted time may be withdrawn, when the employee accepts retirement; is eligible for Social Security Disability; or other disability insurance or the employee returns to work.~~

#### ~~Spousal Donations~~

~~District employees who are a legally married couple are eligible to utilize each other's sick leave. Written permission must be received for each day of donated sick leave. If the employees are paid at different rates of pay, the lesser rate of pay shall be used for the purpose of the donated sick leave days.<sup>1</sup>~~

~~Notes: This policy is TOTALLY optional. The law clearly permits, but does not require, the formation of a sick leave pool or bank. Before you adopt this policy, consider the following:~~

- Can you afford it? Where are the sick leave days going to come from? Some districts give a sick leave committee the freedom to simply manufacture unearned sick leave days to distribute to applicants. Others take the more conservative route of requiring employees to donate earned days for redistribution. The most conservative route of all is to only allow donors to the bank to apply for a sick leave award, to strictly limit the number of days and/or the number of times any individual can request an award, or only permitting direct donation (individual to individual).
- Our policy does not mix licensed and classified sick leave days, due to the value discrepancy. A \$75 classified day could end up costing the district a \$300 daily salary rate as well as the cost of the substitute, (transferring from a lower paying classified employee to a higher paid teacher) and the difference would be absorbed by the school district. If you chose to merge sick leave banks, and have only one for all employees, please be mindful of this financial consideration. See footnote #1.
- What will the effect be on instruction, and on your substitute costs? **Any** liberalization of sick leave results in more sick leave being used; the more liberal the policy or the more generous the sick leave pool or bank, the greater the demand for supplementary sick leave and the more days will be missed from work. A sick leave pool or bank takes a sick leave day away from someone who is highly unlikely to use it and transfers it to someone who is 100% likely to use it. Every teacher absence is a day of low or no student instruction.
- Sick leave, and a sick leave pool or bank was never intended to be a substitute for disability insurance in the event of a serious or long term illness. It simply cannot supply the long term income needs of persons who have become disabled and are unable to continue to work. Employees should be encouraged to consider purchasing supplemental disability insurance rather than rely on the pool or bank for such purposes. Districts may wish to consider adding this as a fringe benefit if the district's financial condition permits.
- Some districts use a sick leave pool or bank like the appointed committee suggests in the model policy; others simply use the existing Personnel Policies Committee rather than have to create an additional committee. Other districts have reported that committee members themselves dislike and are uncomfortable with the committee structure, and have asked for policy changes, giving the responsibility for administering sick leave bank requests to the superintendent or to another central office administrator. The decision-maker issue is something to consider carefully.

This policy is similar to Policy 8.6. If you change this policy, please review policy 8.6 at the same time to ensure applicable consistency between the two.

<sup>‡</sup>You may choose to include, or not include, this optional sentence. It is also allowable to have a stand-alone policy for this sentence if your district otherwise chooses not to have a sick leave bank. The rate of pay would be determined by the employee receiving the lower wage. For example, one spouse might be licensed and the other classified. If the licensed employee received a day of sick leave from his/her spouse who is a classified employee making a lower wage, the sick leave would be valued at the lower wage. Example: Teacher, whose daily rate is \$150 a day, has a sick leave day transferred to her by her husband, who works as a custodian and whose daily rate is \$75. She would be credited \$75 for the day instead of \$150, due to her husband's donation (or ½ the teacher's rate for sick leave).

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

~~Date Adopted:~~

**3.9—RESERVED**

~~Last Revised:~~

DRAFT

### 3.10—LICENSED PERSONNEL PLANNING TIME

~~The superintendent is responsible for ensuring master schedules are created which determine the timing and duration of each teacher's planning and scheduled lunch periods. Planning time is for the purpose of scheduling. 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. Each teacher will have the ability to schedule these activities during his/her designated planning time.<sup>1</sup> Teachers may not leave campus during their planning time without prior permission from their building level supervisor.<sup>2</sup>~~

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

~~Notes: <sup>1</sup>The Arkansas Attorney General Opinion 2005-299 has declared that the teacher must be in control of the scheduling of this time. Therefore, any time scheduled blocks of time, will be provided by the District that conflicts with the teacher's 200art, music, physical education, media personnel, etc. At least two hundred minutes of weekly planning time (for any purpose) must planning time will be scheduled each week using this format. Any teacher not receiving planning time as required by state law will be compensated at the teacher's for the planning time lost at his or her hourly rate of pay.~~

~~<sup>2</sup>This whole sentence is a local option. You can change it, if you desire, to let employees leave (or 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 present) during their planning time without prior permission, or you could not allow them to leave at all during their planning time 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 For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2)<sup>1</sup> days of personal leave per contract year. The leave may be taken in increments of no less than \_\_\_\_.<sup>2</sup>

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions which are related to their job duties and do not qualify for other types of leave (for sick leave see Policy 3.8, for professional leave see below).

School functions, for the purposes of this policy, means:

- 0. ——— Athletic or academic events related to the school district; and
- 0. ——— Meetings and conferences related to education.

For employees other than the superintendent, the determination of what activities meet the definition of a school function shall be made by the employee's immediate supervisor or designee. For the superintendent, the school board of directors shall determine what activities meet the definition of a school function. In no instance shall paid leave in excess of allotted vacation days and/or personal days be granted to an employee who is absent from work while receiving remuneration from another source as compensation for the reason for their absence. 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.

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

~~Employees~~ who fail to report to work when their request for a personal day has been denied or who have exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave without pay). While there are instances where personal circumstances necessitate an employee's absence beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies and/or as permitted by policy 3.32 — LICENSED PERSONNEL FAMILY MEDICAL LEAVE) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

~~Personal~~ leave does not accumulate from one contract year to the next.<sup>3</sup>

~~Personal~~ leave may not be taken the day before or the day after a holiday.<sup>4</sup>

### **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 ~~school~~-District's instructional program or enhances the employee's ability to perform his duties. Professional leave will also be granted when a ~~school~~-District employee is subpoenaed for a matter arising out of the employee's employment with the ~~school~~-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 If the employee does not receive or does not accept remuneration for his/her participation in the professional leave activity and a substitute is needed for the employee, the District shall pay the full cost of the substitute. If the employee receives and accepts remuneration for his/her participation in the professional leave activity (e.g. scholastic audits), the employee shall forfeit his/her daily rate of pay from the District for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the employee/District.<sup>5</sup>

~~Notes: While you are not required to provide employees with personal days, you are required to have a policy that requires employees who are absent from the District to take either personal days or leave without pay.~~

~~Please note that the provisions of A.C.A. § 21-4-216, which gives state employees eight (8) hours of paid leave to attend their children's school educational activities, do NOT apply to public school employees.~~

~~<sup>1</sup> If your district gives personal days, insert the number of days given.~~

~~<sup>2</sup> Choose the number of hours or portion of a work day that is the minimum that may be taken at any one time.~~

~~<sup>3</sup> This sentence is optional.~~

~~<sup>4</sup> This sentence is optional.~~

~~<sup>5</sup> Choose whether the employee or the District will pay the cost of the substitute employee.~~

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 ~~of directors~~ 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.<sup>†</sup>

~~Notes: This policy is similar to Policy 8.8. If you change this policy, review 8.8 at the same time to ensure applicable consistency between the two.~~

~~<sup>†</sup> For example, if a sex offender parent will arrive for conferences at the same time as other parents, staff should escort additional parents to their student’s classroom, not just the sex offender parent. All principals, designees, and school employees who will or may have contact with the sex offender parents shall be required to keep confidential both the sex offender status and sex offender accommodations made for a parent.~~

~~Cross Reference: 6.10—SEX OFFENDERS ON CAMPUS (MEGAN’S LAW)~~

Legal References:       A.C.A. § 5-14-132  
                                  A.C.A. § 12-12-913(g)(1)(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 ~~or~~, 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.

~~No sick leave will be granted for the employee's participation in such public office. The employee may take personal leave or vacation (if applicable), if approved in advance by the Superintendent, during his/her 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.

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

~~Note:—This policy is similar to Policy 8.9. If you change this policy, review 8.9 at the same time to ensure applicable consistency between the two.~~

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 shall reimburse the district from the stipend they receive for jury duty, up to, but not to exceed, the cost of the substitute hired to replace the employee in his/her absence.<sup>†</sup> and be treated as on school business.~~

~~Note:—<sup>†</sup>This sentence is totally optional. Please note that public employees are exempt by law from jury duty recovery fees. Since school employees are not state employees, the law does not apply, but you may be asked about it by an employee.~~

~~This policy is similar to Policy 8.10. If you change this policy, review 8.10 at the same time to ensure applicable consistency between the two.~~

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 ~~thei~~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

Prekindergarten through sixth grade teachers shall be allotted the amount required by law to be used by the teacher in his/her classroom or for class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account. For the purposes of this policy, pre-kindergarten through sixth grade teachers shall be allotted the greater of:

- 0. Twenty dollars (\$20) per student enrolled in the teacher's class for more than fifty percent (50%) of the school day at the end of the first three (3) months of the school year; or
- 0. Five hundred dollars (\$500).

Teachers may purchase supplies and supplementary materials from the District at the District's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by \_\_\_\_\_<sup>1</sup> a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Receipts totaling less than \$\_\_\_\_\_<sup>2</sup> will be held until total receipts are equal to or greater than \$\_\_\_\_\_<sup>3</sup>. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property except to the extent they are used up or consumed or the purchased supplies and/or materials are intended/ designed for use away from the school campus.

Reimbursement requests submitted by (date) will be processed by (date).<sup>4</sup>

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

Notes: Each district is required to annually provide a statement to the State Board of Education attesting to compliance with the statute covered by this policy:

\_\_\_\_\_ <sup>1</sup>Insert the title or position of the person responsible for approving supply purchase orders.

\_\_\_\_\_ <sup>2</sup> and <sup>3</sup> Fill in the amount your district will use to trigger reimbursement. You could also add a provision that the amount would be paid at least every X number of days, weeks, or months regardless of the amount due the teacher.

\_\_\_\_\_ <sup>4</sup>This is optional and could be omitted or used in conjunction with <sup>2</sup> and <sup>3</sup> above.

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:

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**3.17—~~POLICY DELETED~~RESERVED**

~~This policy was repealed as Policies 4.18, 4.20, and 6.5 more accurately address the District's responsibilities. We have reserved the policy number for future use.~~

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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. <sup>‡</sup> 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~~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~~principal's decision is final with no appeal to the Superintendent or the ~~School~~ 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 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.

~~Notes: This policy is similar to Policy 8.12. If you change this policy, review 8.12 at the same time to ensure applicable consistency between the two.~~

~~<sup>‡</sup> If, for example, the conflict is between a teacher's supplemental contract as a bus driver and a licensed personnel staff meeting, if the district cannot find a substitute bus driver on that particular day, the bus route may need to trump attendance at the staff meeting.~~

~~Cross-References: 3.8 — LICENSED PERSONNEL SICK LEAVE  
3.32 — LICENSED PERSONNEL FAMILY MEDICAL LEAVE  
3.44 — LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION~~

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

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

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### 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 ~~school~~ 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.<sup>4</sup>

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.<sup>2</sup>

Inquiries on nondiscrimination may be directed to \_\_\_\_\_<sup>3</sup>, ~~who may be reached at \_\_\_\_\_<sup>4</sup>:the Superintendent or designee.~~

For further information on notice of non-discrimination or to file a complaint, visit <http://wdcrobcop01.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~~<sup>5</sup>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.

~~Notes: This policy is similar to Policy 8.13. If you change this policy, review 8.13 at the same time to ensure applicable consistency between the two.~~

~~<sup>1</sup> A.C.A. § 6-17-411 allows an individual who fails the criminal background check or has a true finding on the Child Maltreatment Central Registry to be employed by a district if the State Board grants a waiver. A.C.A. § 6-17-410 provides that the State Board must receive a written request for a hearing for a waiver within thirty (30) days from when notice of the individual's denial, nonrenewal, or revocation is received. Either the school board or the individual seeking employment may request the hearing for a waiver.~~

~~A waiver from the State Board for an individual to get a license counts as a waiver for the same offense when hiring.~~

~~<sup>2</sup> A copy of the nondiscrimination statement should be included in all district publications unless the publication is intended only for students and parents. Publications intended only for students and parents should include the nondiscrimination clause in Policy 4.11—**EQUAL EDUCATIONAL OPPORTUNITY**.~~

<sup>3</sup> Insert the position(s) designated to be contacted on discrimination inquiries. If you have different positions designated to answer questions on disability discrimination (504 coordinator) and sex discrimination (Title IX coordinator), then you will need to include the position responsible for each area. Do not include the name(s) of the person(s) to be contacted in the policy; changing the name of the person (due to a staffing change) would necessitate amending the policy, which would require it to go through the entire adoption process.

<sup>4</sup> Insert the office address, phone number, and email address to be used to contact the designated position. If you have more than one position designated as set forth in footnote 3, you will need to include a contact number, email address, and office address for each position. The contact number and office address may be the school/district address and phone number. We recommend making the email address specific to the position, such as, and having the emails sent to the coordinator's inbox to prevent having to amend the policy due to staff changes.

<sup>5</sup> A.C.A. § 21-3-301 et seq. includes public schools in the list of employers required to provide a preference to applicants who qualify for a veteran or a deceased veteran's spouse category when selecting interview candidates, during the interview process, and in selecting a new employee.

A.C.A. § 21-3-302 covers the requirements for giving a veteran preference during the application, interview, and hiring processes. The statute does not require districts to use a particular scoring method to demonstrate giving a preference and districts can continue using the system they have previously been using. However, A.C.A. § 21-3-302 and A.C.A. § 21-3-303 require districts be able to demonstrate that any qualifying applicant was given a preference during the entire application, interview, and hiring processes.

If a veteran who is not hired requests, the district must provide the veteran with his/her base score, adjusted score, and the successful candidate's score. While there is no statutorily required method, ASBA suggests districts use a numerical scoring rubric for the entire hiring process. The use of such a rubric makes it easy to demonstrate a preference was given as you can point to where qualifying applicants received additional points. Districts that don't use a numerical scoring method are required, upon a veteran's request, to provide all documentation allowed to be released under FOIA to the veteran to demonstrate how the preference was used to develop the list of qualified candidates to be interviewed and to select the person actually 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:

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### **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.

~~Note:—This policy is similar to 8.14. If you change this policy, review 8.14 at the same time to ensure consistency between the two.~~

~~Cross-Reference: Policy 7.12—EXPENSE REIMBURSEMENT~~ 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.

~~Notes: This policy is similar to policy 8.15—CLASSIFIED PERSONNEL TOBACCO USE. If you change this policy, review Policy 8.15 at the same time to ensure applicable consistency between the two.~~

~~The statute requires posting the statute "...in a conspicuous location at every entrance to each building owned or leased by a public school district and every school bus used to transport students"~~

~~This model policy tracks the state law referenced below. It is not required to be in District policies, but it could be useful in informing employees of the statutory prohibition on all tobacco use.~~

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

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

- 0. Using students for preparation or dissemination of campaign materials;
- 0. Distributing political materials;
- 0. Distributing or otherwise seeking signatures on petitions of any kind;
- 0. Posting political materials; and
- 0. Discussing political matters with students, in the classroom, in other than circumstances appropriate to the Frameworks and/or the curricular goals and objectives of the class.

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:

### 3.24—LICENSED PERSONNEL DEBTS

~~For the purposes of this policy, "garnishment" of a district employee is when the employee has lost a lawsuit to a judgment creditor who brought suit against a school district employee for an unpaid debt, has been awarded money damages as a result, and these damages are recoverable by filing a garnishment action against the employee's wages. For the purposes of this policy, the word "garnishment" excludes such things as child support, student loan or IRS liens or voluntary deductions levied against an employee's wages.~~

~~All employees are expected to meet their financial obligations. If an employee writes "hot" checks or has his/her income garnished by a judgment creditor, dismissal may result.~~

~~An employee will not be dismissed for having been the subject of one (1) garnishment. However, a second or third garnishment may result in dismissal.~~

~~At the discretion of the Superintendent, he/she or his/her designee may meet with an employee who has received a second garnishment for the purpose of warning the employee that a third garnishment will result in a recommendation of dismissal to the School Board.~~

~~At the discretion of the Superintendent, a second garnishment may be used as a basis for a recommended dismissal. The Superintendent may take into consideration other factors in deciding whether to recommend dismissal based on a second garnishment. Those factors may include, but are not limited to, the amount of the debt, the time between the first and the second garnishment, and other financial problems which come to the attention of the District.~~

~~Note:—This policy is similar to Policy 8.18. If you change this policy, review 8.18 at the same time to ensure applicable consistency between the two.~~

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

Date Adopted:

Last Revised:



### 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 ~~school~~ 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. <sup>4</sup> A group of employees who have the same grievance may file a group grievance.

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

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

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

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

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

#### Process

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

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. ~~To do this, the employee must complete the top half of the Level Two Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor.~~ The supervisor will have ten working

days to respond to the grievance ~~using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee's immediate supervisor is the building principal, the superintendent.~~

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

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

Level Three: ~~If the proper recipient of the Level Two Grievance was the building principal, and the employee remains unsatisfied with the written response to the grievance, the employee may advance the grievance to the superintendent by submitting a copy of the Level Two Grievance Form and the principal's reply to the superintendent within five working days of his/her receipt of the principal's reply. The superintendent will have ten (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 ~~of Directors~~: An employee who remains unsatisfied by the written response of the Superintendent may appeal the Superintendent's decision to the Board ~~of Education~~ within five working days of his/her receipt of the Superintendent's written response by submitting a written request for a Board hearing to the ~~superintendent<sup>2</sup>~~. Superintendent. If the grievance is not appealed to the Board ~~of Directors~~ within five working days of his/her receipt of the Superintendent's response,

the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The ~~school~~ Board will address the grievance at the next regular meeting of the ~~school~~ Board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance ~~Form~~ and the Superintendent's reply, the Board will decide if the grievance, on its face, is grievable under District Policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board ~~of Directors~~. The employee shall have no less than 90 minutes to present his/her grievance, 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 ~~of Directors~~ may excuse all parties except Board Members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, Board deliberations shall also be in open session unless the Board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular Board meeting.

### **Records**

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

### **Reprisals**

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

~~Notes: <sup>1</sup> It is important to understand the implications of the language contained in this paragraph. Only matters specified in the first sentence of the paragraph are, in fact, grievable, but that cannot prohibit an employee from filing a grievance which the administration does not deem to be grievable and nonetheless advancing it through the grievance process. Ultimately, it is the board that determines whether or not the matter is actually grievable by comparing the written grievance to the definition of grievance in the grievance policy, and continuing on with the hearing only if the grievance is determined to be within the definition. This is addressed in the "Appeal to the Board of Directors" paragraph.~~

~~<sup>2</sup> It is suggested that you date stamp the request for a board hearing upon receipt.~~

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

Additional Reference: ASBA Model Policies

~~Date Adopted:~~

~~Last Revised:~~

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

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

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

Personnel Policy grievance is based upon:

\_\_\_\_\_

Grievance (be specific):

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

What would resolve your grievance?

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

Supervisor's Response

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

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

Date Adopted:

Last Revised:

### 3.26—LICENSED PERSONNEL SEXUAL HARASSMENT

The \_\_\_\_\_ School 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;<sup>1</sup> 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;<sup>2</sup> 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 ~~employees~~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.<sup>3</sup>

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.

~~Notes: This policy is similar to Policy 8.20. If you change this policy, review 8.20 at the same time to ensure applicable consistency between the two.~~

~~<sup>1</sup>The U.S. Department of Education Office of Civil Rights requires that there are separate written grievance procedures in addition to the written policy. The grievance procedures should include the following:~~

- ~~• A statement of the school's jurisdiction over Title IX complaints;~~
- ~~• Adequate definitions of sexual harassment (which includes sexual violence) and an explanation as to when such conduct creates a hostile environment;~~
- ~~• Notice of where complaints may be filed;~~
- ~~• Reporting policies and protocols, including provisions for confidential reporting;~~
- ~~• Identification of the employee or employees responsible for evaluating requests for confidentiality;~~
- ~~• Provisions for adequate, reliable, and impartial investigation of complaints, including the opportunity for both the complainant and alleged perpetrator to present witnesses and evidence;~~
- ~~• Designated and reasonably prompt time frames for the major stages of the complaint process;~~
- ~~• Written notice to the complainant and alleged perpetrator of the outcome of the complaint;~~
- ~~• Notice that Title IX prohibits retaliation;~~
- ~~• Notice of a student's right to file a criminal complaint and a Title IX complaint simultaneously;~~
- ~~• Notice of available interim measures that may be taken to protect the student in the educational setting;~~
- ~~• The evidentiary standard that must be used (preponderance of the evidence) (i.e., more likely than not that sexual harassment occurred) in resolving a complaint;~~



- Notice of potential remedies for students;
- Notice of potential sanctions against perpetrators;
- Sources of counseling, advocacy, and support; and
- Assurance that the school will take steps to prevent recurrence of any sexual harassment and remedy discriminatory effects on the complainant and others, if appropriate.

<sup>2</sup> Depending on the specific nature of the problem, remedies for the complainant might include, but are not limited to:

- Providing an escort to ensure that the complainant can move safely between classes and activities;
- Ensuring that the complainant and alleged perpetrator do not attend the same classes;
- Moving the complainant or alleged perpetrator to another school within the district;
- Providing counseling services (which must be free of charge to the student);
- Providing medical services;
- Providing academic support services, such as tutoring;
- arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record; and
- reviewing any disciplinary actions taken against the complainant to see if there is a causal connection between the harassment and the misconduct that may have resulted in the complainant being disciplined.

<sup>3</sup> Factors to be considered when a complainant requests no investigation or no disciplinary action be taken include:

- Circumstances that suggest there is an increased risk of the alleged perpetrator committing additional acts of sexual harassment or other violence, which include:
  - Whether there have been other sexual harassment complaints about the same alleged perpetrator;
  - Whether the alleged perpetrator has a history of arrests or records from a prior school indicating a history of violence;
  - Whether the alleged perpetrator threatened further sexual harassment or other violence against the student or others; and
  - Whether the sexual harassment was committed by multiple perpetrators;
- Whether the student's report reveals a pattern of perpetration, such as illicit use of drugs or alcohol, at a given location or by a particular group that suggests there is an increased risk of future acts of sexual harassment under similar circumstances;
- Whether the sexual harassment was perpetrated with a weapon;
- The age of the student subjected to the sexual harassment; and
- Whether the school possesses other means to obtain relevant evidence, such as through security cameras, eye witness accounts, or physical evidence.

Legal References: Title IX of the Education Amendments of 1972, 20 USC U.S.C. 1681, et seq.

34 CFR C.F.R. part 106  
A.C.A. § 6-15-1005 (b) (1)

| Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

DRAFT

### 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:

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### **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:

### 3.28—LICENSED PERSONNEL COMPUTER USE POLICY

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

~~Note: This policy is similar to Policy 8.22. If you change this policy, review 8.22 at the same time to ensure applicable consistency between the two.~~

Legal References: Children's Internet Protection Act; PL 106-554  
20 ~~USCU.S.C. § 6777~~  
47 ~~USCU.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:~~

### **3.28F—LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT**

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

School \_\_\_\_\_ Date \_\_\_\_\_

The \_\_\_\_\_ School District agrees to allow the employee identified above (“Employee”) to use the district’s technology to access the Internet under the following terms and conditions:

1. Conditional Privilege: The Employee’s use of the district’s access to the Internet is a privilege conditioned on the Employee’s abiding by this agreement.

2. Acceptable Use: The Employee agrees that in using the District’s Internet access he/she will obey all federal laws and regulations and all state laws and rules. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee’s use of the District’s Internet access interfere with, or detract from, the performance of his/her job-related duties.

3. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up to and including termination.

4. “Misuse of the District’s access to the Internet” includes, but is not limited to, the following:

- Using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
- Using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
- Posting anonymous messages on the system;
- Using encryption software other than when required by the employee’s job duties;
- Wasteful use of limited resources provided by the school including paper;
- Causing congestion of the network through lengthy downloads of files other than when required by the employee’s job duties;
- Vandalizing data of another user;
- Obtaining or sending information that could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
- Gaining or attempting to gain unauthorized access to resources or files;
- Identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
- Using the network for financial or commercial gain without district permission;
- Theft or vandalism of data, equipment, or intellectual property;
- Invading the privacy of individuals other than when required by the employee’s job duties;
- Using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
- Introducing a virus to, or otherwise improperly tampering with, the system;

- ~~a. Degrading or disrupting equipment or system performance;~~
- ~~a. Creating a web page or associating a web page with the school or school district without proper authorization;~~
- ~~a. Attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;~~
- ~~a. Providing access to the District's Internet Access to unauthorized individuals;~~
- ~~a. Taking part in any activity related to Internet use that creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;~~
- ~~a. Making unauthorized copies of computer software;~~
- ~~a. Personal use of computers during instructional time; or~~
- ~~a. Installing software on district computers without prior approval of the Information Technology Security Officer or his/her designee except for District technology personnel as part of their job duties.~~

~~5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the District's computers or the Internet including penalties for copyright violations.~~

~~6. No Expectation of Privacy: The Employee signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee's use of the District's Internet Access and may also examine all system activities the Employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.~~

~~7. Signature: The Employee, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.~~

~~Employee's Signature: \_\_\_\_\_ Date  
\_\_\_\_\_~~

~~Note: This policy is similar to Policy 8.22F. If you change this policy, review 8.22F at the same time to ensure applicable consistency between the two.~~

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 ~~School~~ District shall operate by the following calendar. ~~(Insert your school calendar here.)~~

~~Note:—A.C.A. § 6-17-201 requires that personnel policies include posted to the annual calendar, holidays and non-instructional days, and designation of workdays. While we feel that this phrasing is redundant, to be in compliance with the statute be sure that the calendar spells out which days are holidays, non-instructional days, and work days. 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~~<sup>1</sup>~~conferences~~. More frequent communication ~~is~~<sup>2</sup>~~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~~<sup>2</sup>~~credit~~, notice of, and the reasons for retention shall be communicated promptly in a personal conference with parents/legal guardians.

~~Notes: <sup>1</sup>A.C.A. § 9-28-113(b)(6) provides that when the court transfers custody of a child to the Department of Human Services, the court shall issue an order stating whether the parent or legal guardian may participate in parent/teacher conferences.~~

~~<sup>2</sup>Course credit has been added to align with language in policy 4.55—STUDENT PROMOTION AND RETENTION.~~

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~~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. ~~(Insert substance abuse resources here.)~~<sup>†</sup>

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.

~~An employee living on campus or on school-owned property is permitted to possess alcohol in his/her residence. The employee is bound by the restrictions stated in this policy while at work or performing his/her official duties.~~

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 incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 3.44—~~  
~~LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.<sup>2</sup>~~

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.

~~Notes: This policy is similar to Policy 8.28. If you change this policy, review 8.28 at the same time to ensure consistency between the two.~~

~~<sup>1</sup>This is where you should insert the drug counseling services, rehabilitation, and employee assistance abuse programs available within your district. For example, "Such services are available from the following sources..."~~

~~This policy addresses the requirement for Safe and Drug-Free Schools which is required for your district to be eligible to receive any federal grants. It is required that all employees receive a copy of the policy and be advised of the contents and requirements of the policy. In addition to publishing a policy statement, the statutes require employers to establish a drug-free awareness program to educate employees about the dangers of drug abuse as well as about the specifics of their policy. The statute does not specify a particular format for the awareness program, although it does state that the education effort must be ongoing and not just a one-time event. For assistance in constructing a drug awareness program the Department of Labor has the following website:-~~

~~<sup>2</sup>Requiring employees who need medical treatment for injuries at work to be drug tested is optional but is recommended. A.C.A. § 11-9-102 states that an injury resulting while the employee is under the influence of alcohol or illegal drugs is not a compensable injury. Requiring all employees to be drug tested for work injuries resulting in medical treatment will allow the district to abide the prohibition against paying worker's' comp for a drug related injury.~~

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:

DRAFT

Date Adopted:  
Last Revised:

DRAFT

**3.31F — DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT**

CERTIFICATION

I, hereby certify that I have been presented with a copy of the \_\_\_\_\_ District's drug-free workplace policy, that I have read the statement, and that I will abide by its terms as a condition of my employment with District.

Signature \_\_\_\_\_

Date \_\_\_\_\_

DRAFT

### 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.<sup>+</sup>

“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.<sup>2</sup>

“Year” ~~thea rolling~~ twelve (12) month period ~~of eligibility shall begin on July first of each school-year.~~<sup>3</sup>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.<sup>4</sup>

### **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.<sup>5</sup> 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~~<sup>6</sup>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.<sup>7</sup>

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.<sup>6</sup>

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.<sup>8</sup>

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.<sup>9</sup>

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~~<sup>10</sup>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~~<sup>days</sup> notice, before the date the leave is to begin, of the ~~employee's~~<sup>employee's</sup> 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.<sup>14</sup>

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~~<sup>12</sup>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~~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'~~days' notice, before the date the leave is to begin, of the ~~employee's~~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:

1. The leave is of at least three (3) weeks duration; and
- 2.1. 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:

- f.a. The leave is of greater than two (2) weeks duration; and
- g.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.

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## 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.<sup>13</sup>

### 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/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

#### Certification<sup>14</sup>

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.

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### **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 ~~servicememberservice member~~ with a serious illness or injury under the following conditions and definitions.

### **Definitions**

"Covered ~~Service memberService 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 ~~servicememberservice member~~" is a covered ~~servicememberservice member's~~ biological, adoptive, step or foster father or mother, or any other individual who stood in

loco parentis to the covered ~~servicemember~~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 of 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 ~~servicememberservice member~~” means a covered ~~servicemember’s~~service member’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered ~~servicememberservice member~~ stood in loco parentis, and who is of any age.<sup>2</sup>

“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 ~~servicememberservice 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 ~~servicememberservice 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<sup>15</sup>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 ~~servicemembers~~ 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 ~~servicemembers~~ 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 ~~servicemembers~~ 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 ~~servicemembers~~ service member with a serious illness or injury shall provide the District with at least thirty (30) ~~days'~~ days' notice, before the date the leave is to begin, of the ~~employee's~~ 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 ~~servicemembers~~ 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 ~~servicemembers~~ 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~~ 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~~ 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 ~~servicemembers~~ 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 to care for a spouse, child, parent or next of kin who is a covered ~~servicemember~~ service member with a serious illness or injury, may not be transferred to an alternative position during the period of the ~~employee's~~ 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 ~~servicemember~~ 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 ~~servicemember~~ 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 ~~servicemember~~ 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.



Notes: ~~This policy is similar to Policy 8.23. If you change this policy, review 8.23 at the same time to ensure applicable consistency between the two.~~

~~Determining whether an absence qualifies as FMLA leave is a **DISTRICT** responsibility and not the employee's. While much of the statutes' language refers to an employee's request for FMLA leave, the employee has **NO** mandatory responsibility for initiating the exchange of information that might relate his/her absence to that of the FMLA. The District has the right and the duty to ask for enough information concerning an employee's absence to make a determination. The employee has the responsibility and duty to respond to questions asked in an effort for the District to make the initial determination. Any issue of medical certification to be provided by the employee is secondary to that of informal questioning to determine whether the absence does in fact, fall under the FMLA umbrella. The District must fulfill its responsibility for the posting of employee FMLA notice requirements to make those requirements enforceable. This is done through posting the notices available at the link in footnote #4 **AND** by the employee's receipt of this policy in the employee handbook.~~

~~<sup>1</sup>It is possible for a full time employee to be eligible for FMLA leave one year and not the next. For example, if an employee on a 190 day contract takes the full twelve (12) weeks of FMLA leave in year one, that would mean the employee only worked 130 days. Assuming the employee is credited for eight (8) hours per workday, the employee would have only worked 1040 hours during that time (130 x 8=1040), which would make the employee ineligible for FMLA leave for the year following the year that the employee took the leave.~~

~~<sup>2</sup>The Wage and Hour Division of the Department of Labor has issued a Guidance to help interpret the scope of the definition of "son or daughter" as it applies to an employee standing "in loco parentis" to a child. The following quote from the Guidance is offered to give an idea of the complexity of the definition. (The Guidance, in full, is available by calling the ASBA office or at the link in footnote #4.)~~

~~*Congress intended the definition of "son or daughter" to reflect "the reality that many children in the United States today do not live in traditional 'nuclear' families with their biological father and mother. Increasingly, those who find themselves in need of workplace accommodation of their child care responsibilities are not the biological parent of the children they care for, but their adoptive, step, or foster parents, their guardians, or sometimes simply their grandparents or other relatives or adults." Congress stated that the definition was intended to be "construed to ensure that an employee who actually has day-to-day responsibility for caring for a child is entitled to leave even if the employee does not have a biological or legal relationship to that child."*~~

~~<sup>3</sup>Districts can choose one of four (4) possible "twelve (12) month periods." Each one has possible advantages and disadvantages. Choose the one that will work best for your district. The four (4) options are:~~

~~the calendar year;~~

~~0) ~~Any~~ fixed twelve (12) month leave year such as a fiscal year or a year starting on an employee's "anniversary" date;~~

- 1) ~~The twelve (12) month period measured forward from the date any employee's first FMLA leave for reasons 1 through 5 begins;~~
- 1) ~~A rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave for reasons 1 through 5.~~

~~<sup>4</sup>A Department of Labor poster along with several additional forms that are necessary to fulfill FMLA's requirements are available at. Please note that the DOL forms lack the required disclaimer required by the Genetic Information Nondiscrimination Act (GINA). We suggest that you include the following language taken from the final rule implementing the GINA:~~

~~*The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history; the results of an individual's or family member's genetic tests; the fact that an individual or an individual's family member sought or received genetic services; and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.*~~

~~<sup>5</sup>We suggest you use the Department of Labor's *Notice of Eligibility and Rights and Responsibilities* form (otherwise known as WH 381) to help you fulfill the requirements of this section. It's available at the link in footnote #4 or by calling the ASBA office. When making the determination, we suggest initially erring on the side of granting it. Retroactively designating leave as FMLA has more potential liability for the district if the employee can demonstrate the initial failure to grant the leave under FMLA caused him/her harm or injury. If due to receipt of the medical certification, it turns out that the leave does not qualify, you will need to readjust the available FMLA leave accordingly.~~

~~<sup>6</sup>As used in this policy, "applicable" is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid. For instance, "applicable leave" in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your District's policy on sick leave. For instance, if sick leave may be taken "for reason of personal illness or illness in the immediate family" (based on the statutory definition in A.C.A. § 6-17-1202, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your district has a much more liberal definition of sick leave in District policy, the results could be entirely different. Another example would be the potential for overlap between pregnancy complications that arise to the level of a "serious health condition." For instance, pregnancy~~

complications that rose to the level of a “serious health condition” would qualify for both, while missing work for a dentist’s appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 3.8—LICENSED PERSONNEL SICK LEAVE when making the determination of what sick leave qualifies under both policies.

<sup>7</sup>There are several issues that must be addressed in the written notice. The *Designation Notice* (WH-382) available from the Wage and Hour Division of the US Department of Labor is a good way to both give your employee written notice and help ensure you have included the necessary information in the notice. The *Designation Notice* is available at the link contained in footnote #4 or by calling the ASBA office.

<sup>8</sup>The District cannot cancel an employee’s insurance for the employee’s failure to pay his/her share of the premium until the payment is thirty (30) or more days late. The District must give prior, written notice to the employee at least fifteen (15) days prior to the cancellation of the policy stating that the policy will be terminated on a given date if payment is not received by that date, which must be at least fifteen (15) days from the date of the letter.

<sup>9</sup>Due to the district’s liability for meeting the requirement of this paragraph and similar obligations for life insurance premiums or other benefits, the District needs to consider picking up the costs of such premiums during an employee’s **unpaid** FMLA leave **if** the employee fails to pay his/her share of the costs. If the District elects to maintain such benefits during the leave, at the conclusion of leave the District is entitled to recover only the costs incurred for paying the employee’s share of any premiums whether or not the employee returns to work. To help you decide if you should choose to pay premium costs in such a situation, the following excerpt from 29 CFR 825.212(e):

*—If coverage lapses because an employee has not made required premium payments, upon the employee’s return from FMLA leave the employer must still restore the employee to coverage/benefits equivalent to those the employee would have had if leave had not been taken and the premium payment(s) had not been missed, including family or dependent coverage. See § 825.215(d)(1) through (5). In such case, an employee may not be required to meet any qualification requirements imposed by the plan, including any new preexisting condition waiting period, to wait for an open season, or to pass a medical examination to obtain reinstatement of coverage. If an employer terminates an employee’s insurance in accordance with this section and fails to restore the employee’s health insurance as required by this section upon the employee’s return, the employer may be liable for benefits lost by reason of the violation, for other actual monetary losses sustained as a direct result of the violation, and for appropriate equitable relief tailored to the harm suffered.*

<sup>10</sup>You may choose the time interval of the required duty to report, but it must be reasonable.

<sup>11</sup>ASBA model policy 3.8—LICENSED PERSONNEL SICK LEAVE includes language entitling employees with up to fifteen (15) days of sick leave in a school year for issue relating to the adoption of a child. If you have not adopted this provision, delete #2 from this sentence. Include reason #1 if you have a liberal sick leave policy that would permit leave to be taken for bonding with a new born son or daughter.

<sup>12</sup>The Department of Labor's *Designation Notice* has entries that address this section's requirements. It's very helpful. For this section, you will need both the *Designation Notice* (WH-382) and the appropriate *Medical Certification form* (WH-380-E or WH-380-F); the *Designation Notice* to fulfill your notice requirements and the medical certification form to enable you to determine if the employee's leave is actually covered under the FMLA. They are available at the link in footnote #4 or by calling the ASBA office.

<sup>13</sup>The types and amounts of leave available for a particular type of qualifying exigency are covered in 29 C.F.R. § 825.126. Call the ASBA office for a copy.

<sup>14</sup>You can use WH-384, *Certification of Qualifying Exigency for Military Family Leave* to obtain the certification. It's available at the link in footnote #4 or by calling the ASBA office.

<sup>15</sup>You can use WH-385, *Covered Service Member Serious Injury* form to obtain the certification. It's available at the link in footnote #4 or by calling the ASBA office.

Cross-References: ~~3.8 — LICENSED PERSONNEL SICK LEAVE  
3.18 — LICENSED PERSONNEL OUTSIDE EMPLOYMENT  
3.44 — LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION~~

Legal References: ~~29 USCU.S.C. §§ 2601 et seq.  
29 CFRC.F.R. part 825~~

~~Date Adopted:  
Last Revised:~~

~~\*All school districts are covered under the Family Medical Leave Act and are required to keep certain payroll and employee identification records and post pertinent notices regarding FMLA for its employees. Employees, however, are only eligible for FMLA benefits if the district has fifty (50) or more employees within a seventy-five (75) mile radius of the district's offices. Your district may choose to offer FMLA benefits to your employees even though they are not technically eligible. If your district has less than fifty (50) employees and chooses not to offer FMLA benefits, the following policy serves to inform your employees of why FMLA benefits do not apply to them and could help to avoid possible confusion resulting from the posting of FMLA notices.~~

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

~~Employees are eligible for benefits under the Family Medical Leave Act when the district has fifty (50) or more employees. The \_\_\_\_\_ School District has less than fifty (50) employees and therefore employees are not eligible for FMLA benefits.~~

Legal References: ~~29 USC § 2601 et seq.~~  
~~29 CFR part 825~~

~~Date Adopted:~~  
~~Last Revised:~~

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## 29 CFR 825.113 – What is a “serious health condition” entitling an employee to FMLA leave?

(a) For purposes of FMLA, “serious health condition” entitling an employee to FMLA leave means an illness, injury, impairment or physical or mental condition that involves inpatient care as defined in § 825.114 or continuing treatment by a health care provider as defined in § 825.115.

(b) The term “incapacity” means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

(c) The term “treatment” includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

(d) Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not “serious health conditions” unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness or allergies may be serious health conditions, but only if all the conditions of this section are met.

## 29 CFR 825.114 – Inpatient Care

Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity as defined in § 825.113(b), or any subsequent treatment in connection with such inpatient care

## 29 CFR 825.115 – Continuing Treatment

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(a) Incapacity and treatment. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(1) Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(2) Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.

(3) The requirement in paragraphs (a)(1) and (2) of this section for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.

(4) Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.

(5) The term “extenuating circumstances” in paragraph (a)(1) of this section means circumstances beyond the employee's control that prevent the follow-up visit from occurring as planned by the health care provider. Whether a given set of circumstances are extenuating depends on the facts. For example, extenuating circumstances exist if a health care provider determines that a second in-person visit is needed within the 30-day period, but the health care provider does not have any available appointments during that time period.

(b) Pregnancy or prenatal care. Any period of incapacity due to pregnancy, or for prenatal care. See also § 825.120.

(c) Chronic conditions. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(1) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider;

(2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(d) Permanent or long-term conditions. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

(e) Conditions requiring multiple treatments. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:

~~(1) Restorative surgery after an accident or other injury; or~~

~~(2) A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis);~~

~~(f) Absences attributable to incapacity under paragraph (b) or (c) of this section qualify for FMLA leave even though the employee or the covered family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three consecutive, full calendar days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness. Additional~~



~~3.33~~ **ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL**

~~From time to time extra duties may be assigned to licensed personnel by the school principal or the Superintendent as circumstances dictate.~~

~~Legal Reference: A.C.A. § 6-17-201~~ ASBA Model Policies

Date Adopted:

Last Revised:

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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.<sup>1</sup>

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.<sup>2</sup>

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.<sup>3</sup>

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.<sup>4</sup>

~~Notes: This policy is similar to Policy 8.25. If you change this policy, review 8.25 at the same time to ensure applicable consistency between the two.~~

~~<sup>1</sup>The goal is to eliminate the use of cell phones during instructional time for other than instructional purposes. You may change who has the authority to approve the use of cell phones if you so wish.~~

~~<sup>2</sup>The IRS has changed its position regarding the use of district issued cell phones for personal use for those employees who have a genuine **need** for a cell phone due to their job’s duties. Cell phones **cannot** be issued as a fringe benefit, but only as a “legitimate” need related to their job’s responsibilities. There is no longer a need to keep track of personal calls and claim their value as income. The district has the option of supplying the phone directly to the employee or of reimbursing the employee for the cost of his/her personal phone that is used for both District and personal purposes. Any such reimbursement can only be for the specific employee and not any other individuals associated with that employee’s cell phone plan. There has been no change to the use of school computers for personal purposes.~~

~~When considering the pros and cons of school issued technology, keep in mind that any correspondence made on such technology (cell phone, iPad, computer) would be subject to~~

~~inspection under the Freedom of Information Act. Because it is district issued, there would be no differentiation between personal and school use.~~

~~<sup>3</sup>This sentence is included because insurance companies have ruled that injuries occurring while driving and talking on school issued cell phones are subject to workers comp awards.~~

~~<sup>4</sup>This sentence was added due to the dangers involved for both drivers and pedestrians associated with distracted driving. A.C.A. § 27-51-1609 prohibits the use of a “wireless handheld telephone” while in a school zone for any purpose when that use is not hands free. While the policy language exceeds the statutory prohibition, we believe the expanded language is important for the protection of students, employees, and the public.~~

~~Cross References: — 3.51 — SCHOOL BUS DRIVER’S USE OF MOBILE  
COMMUNICATION DEVICES  
4.47 — POSSESSION AND USE OF CELL PHONES AND OTHER  
ELECTRONIC DEVICES  
7.14 — USE OF DISTRICT CELL PHONES AND COMPUTERS~~

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-The \_\_\_\_\_ School District provides its licensed personnel benefits consisting of the following:<sup>1</sup>

- 0. \_\_\_\_\_ The priceless reward of helping shape the life and future of our children;
- 0. \_\_\_\_\_ Health insurance assistance;
- 0. \_\_\_\_\_ Contribution to the teacher retirement system;
- 0. \_\_\_\_\_ One sick leave day per contract calendar month, or greater portion thereof; and
- 0. \_\_\_\_\_ \_\_\_\_\_ Personal days.



Note: ~~—<sup>1</sup> This list is offered as an example. Insert your districts own benefits in place of, or in addition to these.~~

201

Additional Reference: ASBA Model Policies

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

Date Adopted:

Last Revised:

DRAFT

### 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.

~~A copy of the statutes are available for review in the office of the principal of each school building.~~

Legal ~~Reference~~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.

~~Note: ASBA realizes a policy regarding teacher aides has no place in the licensed personnel section, but state law now mandates it anyway.~~

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

Legal Reference: A.C.A. § 6-17-201

Additional Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### 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~~employee's or ~~student's~~student's property;
- Substantial interference with a ~~student's~~student's education or with a public school ~~employee's~~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 person's constitutionally or statutorily protected status that causes, or reasonably should be expected to cause, substantial interference with the other's 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.<sup>4</sup> In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

~~Notes: This policy is similar to Policy 8.26. If you change this policy, review 8.26 at the same time to ensure applicable consistency between the two.~~

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

~~<sup>4</sup>This paragraph is optional. We have included it because we have received multiple phone calls where district employees were attempting to use the policy against fellow employees.~~

Legal Reference: A.C.A. § 6-18-514

~~Additional Reference: ASBA Model Policies~~

Date Adopted:

Last Revised:

### **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:



### 3.40—LICENSED PERSONNEL DUTIES AS MANDATED REPORTERS

It is the statutory duty of licensed ~~school~~ 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~~<sup>†</sup>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.

~~Notes: This policy is similar to Policy 8.34. If you change this policy, review 8.34 at the same time to ensure applicable consistency between the two.~~

~~† This is a delicate matter and the district would be wise to avail itself of professional development in this area available from DHS and other sources. A.C.A. § 6-61-133 requires professional development related to child maltreatment for licensed employees. Policy 3.6—LICENSED PERSONNEL EMPLOYEE TRAINING includes language covering this topic.~~

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:

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

The Board ~~of Directors~~ 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.

~~Note:—This policy is similar to policies 4.48 and 8.29. If you change this policy, review 4.48 and 8.29 at the same time to ensure applicable consistency between the policies.~~

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~~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~~<sup>1</sup>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~~<sup>2</sup>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.<sup>4</sup>

~~Notes: This policy is similar to policy 8.35. If you change this policy, review policy 8.35 at the same time to ensure applicable consistency between the two.~~

~~The Child Nutrition Unit of the DESE website () has the referenced Commissioner's Memos as well as helpful information to develop your policy statement packet. Additionally, Commissioner's Memo FIN 09-041 has two attachments that will go a long way toward explaining the restrictions on the release of eligibility information and status.~~

~~<sup>4</sup>The penalty for improper disclosure of eligibility information is a fine of not more than \$1000 per student name if a violation is by either the district or a person in the district without authorization under federal confidentiality regulations and/or imprisonment of not more than one year.~~

~~<sup>2</sup>The district owns the data and has the right to choose whether or not to release it to anyone. Therefore, the district must make the decisions concerning its release. With the ownership comes the responsibility to ensure proper security of the data.~~

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 ~~CFRC.F.R. §§~~ 210.1 – 210.31  
7 ~~CFRC.F.R. §§~~ 220.1 – 220.22  
7 ~~CFRC.F.R. §§~~ 245.5, 245.6, 245.8  
42 ~~USCU.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:

### 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 \_\_\_\_\_<sup>1</sup>.~~the person designated by the Superintendent.~~ An injured employee must fill out ~~a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time~~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. ~~In addition, employees whose injuries require medical attention shall submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits.~~<sup>2</sup>

A Workers' Compensation absence may 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 ~~school~~-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~~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~~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~~employee's usual contracted daily rate of pay~~;~~.

- ~~Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.~~

~~Notes: This policy is similar to policy 8.36. If you change this policy, review 8.36 at the same time to ensure applicable consistency between the two.~~

~~<sup>1</sup> Insert the **position** of the person to be notified.~~

~~<sup>2</sup> Requiring employees who need medical treatment for injuries at work to be drug tested is optional but is recommended. A.C.A. § 11-9-102 states that an injury resulting while the employee is under the influence of alcohol or illegal drugs is not a compensable injury. Requiring all employees to be drug tested for work injuries resulting in medical treatment will allow the district to abide the prohibition against paying worker's comp for a drug related injury.~~

~~Cross References: 3.8 LICENSED PERSONNEL SICK LEAVE  
3.18 LICENSED PERSONNEL OUTSIDE EMPLOYMENT  
3.32 LICENSED PERSONNEL FAMILY MEDICAL LEAVE~~

~~Legal References: Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE~~

~~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:~~



### **3.45—LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS**

#### **Definitions**

**Social Media Account:** a personal, individual, and non-work related account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as Facebook, Twitter, LinkedIn, MySpace, or Instagram.

**Professional/education Social Media Account:** an account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as Facebook, Twitter, LinkedIn, MySpace, or Instagram.

**Blogs:** are a type of networking and can be either social or professional in their orientation. Professional blogs are encouraged and can provide a place for teachers to post homework, keep parents up to date, and interact with students concerning school-related activities. Social blogs are discouraged to the extent they involve teachers and students in a non-education oriented format.

#### **Policy**

Technology used appropriately gives faculty new opportunities to engage students. District staff are encouraged to use educational technology, the Internet, and professional/education social networks to raise student achievement and to improve communication with parents and students. Technology and social media accounts also offer staff many ways they can present themselves unprofessionally and/or interact with students inappropriately.

It is the duty of each staff member to appropriately manage all interactions with students, regardless of whether contact or interaction with a student occurs face to face or by means of technology, to ensure that the appropriate staff/student relationship is maintained. This includes instances when students initiate contact or behave inappropriately themselves.

Public school employees are, and always have been, held to a high standard of behavior. Staff members are reminded that whether specific sorts of contacts are permitted or not specifically forbidden by policy, they will be held to a high standard of conduct in all their interactions with students. Failure to create, enforce and maintain appropriate professional and interpersonal boundaries with students could adversely affect the District's relationship with the community and jeopardize the employee's employment with the district.

The Division of Elementary and Secondary Education (DESE) *Rules Governing the Code of Ethics for Arkansas Educators* requires District staff to maintain a professional relationship with each student, both in and outside the classroom. The School Board of Directors encourages all staff to read and become familiar with the Rules. Conduct in violation of the DESE *Rules Governing the Code of Ethics for Arkansas Educators*, including, but not limited to conduct relating to the inappropriate use of technology or online resources, may be reported to the Professional Licensure

Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

Staff members are discouraged from creating personal social media accounts to which they invite students to be friends or followers.<sup>1</sup> Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

District employees may set up blogs and other professional/education social media accounts using District resources and following District guidelines<sup>1</sup> to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social media during school hours is permitted.

Staff are reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience that digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability. A good rule of thumb for staff to use is, "if you wouldn't say it in class, don't say it online."

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, including "likes" or comments that endorse or support the message or speech of another person, when expressed by staff on a social media website, have the potential to be disseminated far beyond the speaker's desire or intention. This could undermine the public's perception of the individual's fitness to educate students, thus undermining the teacher's effectiveness. In this way, the expression and publication of such opinions could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

Accessing social media websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social media websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public the appearance that such access is occurring during instructional time. Staff shall not access social media websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration. All school district employees who participate in social media websites shall not post any school district data, documents, photographs taken at school or of students, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:<sup>2</sup>

### **Privacy of Employee's Social Media Accounts**

In compliance with A.C.A. § 11-2-124, the District shall not require, request, suggest, or cause a current or prospective employee to:

1. ~~Disclose the username and/or password to his/her personal social media account;~~
1. ~~Add an employee, supervisor, or administrator to the list of contacts associated with his/her personal social media account;~~
1. ~~Change the privacy settings associated with his/her personal social media account; or~~
1. ~~Retaliate against the employee for refusing to disclose the username and/or password to his/her personal social media account.~~

The District may require an employee to disclose his or her username and/or password to a personal social media account if the employee's personal social media account activity is reasonably believed to be relevant to the investigation of an allegation of an employee violating district policy; local laws; state laws and rules; or federal laws and regulations. If such an investigation occurs, and the employee refuses, upon request, to supply the username and/or password required to make an investigation, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the employee's contract of employment with the District.

Notwithstanding any other provision in this policy, the District reserves the right to view any information about a current or prospective employee that is publicly available on the Internet.

In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accord with other District policy for using district equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, other electronic device, or use of the District's network. (See policy 3.28 — LICENSED PERSONNEL COMPUTER USE POLICY)

Notes: ~~This policy is similar to policy 8.37. If you change this policy, review 8.37 at the same time to ensure applicable consistency between the two.~~

~~While only the Privacy of Employee's Social Media Accounts section of this policy is required by statute, ASBA strongly recommends adopting the policy in its entirety after consulting with staff for localizing purposes.~~

<sup>1</sup>~~The policy's separate definitions for "social media websites" and "professional/education social media accounts" are important. Districts are encouraged to establish "professional/education social media accounts" as an acceptable means of teacher and district communication with students and parents. This can serve to discourage inappropriate staff/student interactions on "social media websites." ASBA strongly suggests using the discussions for modifying/personalizing this policy as a means for generating the acceptable guidelines and procedures for staff creation of private "professional/education social networks". We recommend **NOT** incorporating the guidelines into the policy, but have them available for all staff to review. Incorporating them into the policy will make it much harder to change them if the need arises.~~

<sup>2</sup> What is and is not acceptable staff/student interaction on social networking websites is an education community decision, and will vary from district to district. As a general rule, the greater the degree of real-life connections and interactivity between staff and students that normally occur in the community, the greater the tolerance will be for virtual connections and interactivity. Use the following list to help guide discussions with staff to determine which items should be included in the policy and with what modifications/stipulations. It is as important to include in the policy what **is** permitted as what **is not** permitted. Your discussions may elicit additional bullets to include in the policy:

- ~~Sharing personal landline or cell phone numbers with students;~~
- ~~Text messaging students;~~
- ~~Emailing students other than through and to school controlled and monitored accounts;~~
- ~~Soliciting students as friends or contacts on social networking websites;~~
- ~~Accepting the solicitation of students as friends or contacts on social networking websites;~~
- ~~Creation of administratively approved and sanctioned “groups” on social networking websites that permit the broadcast of information without granting students access to staff member’s personal information;~~
- ~~Sharing personal websites or other media access information with students through which the staff member would share personal information and occurrences.~~

~~Cross reference:3.28 — LICENSED PERSONNEL COMPUTER USE POLICY~~

~~Legal References: A.C.A. § 11-2-124  
DESE Rules Governing The Code Of Ethics For Arkansas Educators~~

~~Date Adopted:~~

~~Last Revised:3.45 — RESERVED~~

### 3.46—LICENSED PERSONNEL VACATIONS

~~240 day contracted~~The vacation Policy which will pertain to all certified twelve-month employees are credited with 10 days of vacation<sup>1</sup> at the ~~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 each the following fiscal year. This is based 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 assumption table below. An employee must work the full calendar month from the first available contract day of that a full contract year will be worked. If month to the last available contract day of that month to earn a vacation day (as listed below) for the month:~~

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

- ~~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.~~
- ~~A.E. Upon separation an employee fails to finish the contract year due to resignation or termination, the employee’s final check will be reduced at the rate of .833 days per month, or major portion of a month, for will be paid for any days used but not earned. vacation earned up to thirty-five days in accordance with the table above.~~

~~Instructional employees may not generally take vacation during instructional time. All vacation time must be approved, in advance to the extent practicable, by the superintendent or designee.<sup>2</sup> If vacation is requested, but not approved, and the employee is absent from work in spite of the vacation denial, disciplinary action will be taken against the employee, which may include termination or nonrenewal.~~

~~No employee shall be entitled to more than 15 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Employees having accrued vacation totaling more than 15 days as of the date this policy is implemented shall not be eligible to increase the number of days carried forward during their employment with the district.<sup>3</sup> Earned but unused vacation will be paid upon resignation, retirement, termination, or nonrenewal at the employee’s current daily rate of pay.<sup>4</sup>~~

~~Notes:—<sup>1</sup>Select your eligibility criteria and number of vacation days. Eligibility does not have to be 240 day employees and vacation does not have to be 10 days. If you choose a number other~~

than 10 days, you will need to change the proration rate in the paragraph's final sentence for used, but unearned vacation.

<sup>2</sup> Insert the position that will be responsible for approving vacation requests.

<sup>3</sup> This sentence should be included whether you are changing your previous policy or you have not had a policy but have had the **practice** of allowing and paying accrued vacation greater than 15 days. It will help limit your future fiscal liability.

<sup>4</sup> Unlike sick leave, vacation is not transferable from one district to another and so we have included resignation, retirement, termination, and non-renewal as instances when the district will pay the employee for unused vacation. You may replace the list for when the district will pay for unused vacation with "any severance of employment". In any instance of such pay, the rate of pay for accrued, but unused vacation, does not have to be at the daily rate of pay. It may be at a set sum (so many dollars for each unused day) or as a percentage of the employee's daily rate of pay. If the district does not choose to place limits on the amount payable at employment severance, then the rate payable would be that employees current daily rate of pay.

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 ~~deposit~~<sup>ensure that</sup> such funds they have collected ~~daily~~<sup>are</sup> 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.

~~Notes: This policy is similar to policy 8.39—DEPOSITING COLLECTED FUNDS. If you change this policy, review 8.39 at the same time to ensure consistency between the two.~~

~~† "Daily" is a suggested length of time that aligns with policy 7.7. You may select a different time period, but if you change it, be sure to change policy 7.7 to match. The reason for this policy and the shorter timeline is to protect both the district and the teachers from possible overnight theft which is only covered by insurance if there are receipts to prove the existence of the funds and even then, there is a deductible (often \$1000). It could often be the case that the receipts and the funds would be in the same envelope and be stolen at the same time. Bottom line is that the daily timeline is to protect both the district and the teacher.~~

Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### **3.48 — LICENSED PERSONNEL WEAPONS ON CAMPUS**

#### **Firearms<sup>1</sup>**

Except as permitted by this policy, no employee of this school district, including those who may possess a “concealed carry permit,” shall possess a firearm on any District school campus or in or upon any school bus or at a District designated bus stop.

Employees who meet one or more of the following conditions are permitted to bring a firearm onto school property:

- He/she is participating in a school approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after school hunting or rifle clubs;
- The firearms are securely stored and located in an employee’s on-campus personal residence and/or immediately adjacent parking area;<sup>2</sup>
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties;
- He/she is a certified law enforcement officer, either on or off duty;
- He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

Possession of a firearm by a school district employee who does not fall under any of the above categories anywhere on school property, including parking areas and in or upon a school bus, will result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

#### **Other Weapons<sup>3</sup>**

##### **Option 1**

Employees may not possess any weapon, defined herein as an item designed to harm or injure another person or animal, any personal defense item such as mace or pepper spray, or any item with a sharpened blade, except those items which have been issued by the school district or are otherwise explicitly permitted (example: scissors) in their workspace.

##### **Option 2**

An employee may possess a pocket knife which for the purpose of this policy is defined as a knife that can be folded into a case and has a blade or blades of less than three (3) inches or less each. An employee may carry, for the purpose of self-defense, a small container of tear gas<sup>4</sup> or mace which for the purpose of this policy is defined as having a capacity of 150cc or less. Employees are expected to safeguard such items in such a way as to ensure they are not possessed by students. Such items are not to be used against students, parents or other school district employees. Possession of weapons, knives or self-defense items that do not comply with the limits contained herein, the failure of an employee to safeguard such items, or the use of such items against students, parents or other school district employees may result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.



Employees who are participating in a Civil War reenactment may bring a Civil War era weapon onto campus with prior permission of the building principal. If the weapon is a firearm, the firearm must be unloaded.<sup>5</sup>

Notes: ~~This policy is similar to Policy 8.40. If you change this policy, review Policy 8.40 at the same time to ensure applicable consistency between the two.~~

<sup>1</sup>The possession of handguns and firearms is a very hot topic. In Arkansas, the laws governing their possession on school grounds are both complicated and less than clear. The two statutes most directly affecting schools are A.C.A. § 5-73-119 (herein after 119) and A.C.A. § 5-73-306 (herein after 306).

119 governs firearms (including handguns) while 306 deals strictly with concealed handguns (those guns having a barrel length of 12" or less).

119 prohibits firearms on "developed school property" while 306 prohibits concealed handgun permit holders from carrying their handguns into school buildings or events but permits the concealed carry licensee to leave a handgun in his/her locked vehicle at a publicly owned parking lot.

119 permits those who are on a "journey beyond the county in which a person lives" to carry handguns and firearms on school property. Technically, this would allow those employees who commute from outside the county in which they teach to bring their firearms to school. While we accept that concealed carry licensees may leave their handgun in their locked vehicle in the parking lot, we see this as complicated to enforce and generally problematic. Also, as we interpret the statute, parents visiting the school for an athletic or other event can bring their handgun, though it must be left in their locked vehicle, with them. We cannot control that through policy.

<sup>2</sup>If your district has housing for any employee and that employee chooses to have any firearms in the house, they should be kept in a very secure place. It would be wise to keep them in a locked gun safe so that no one other than the employee has access to them.

<sup>3</sup>Select the option that works best for your district. In making your decision, note that in Option #2, you can choose to include only the first or the second sentence or you can keep both sentences. If you keep the first sentence, the length of the blade allowed is limited by A.C.A. § 5-73-120(b)(4) to less than 3". Also, A.C.A. § 5-73-120(a) prohibits individuals from carrying a weapon "with a purpose to employ the...weapon against a person." Presumably, an employee could possess a small pocket knife with no intent to use it against another person. Inherent in making the decision on either sentence in Option #2 is the possibility of a student taking the knife or the tear gas and misusing it.

<sup>4</sup>You can replace "tear gas" with "pepper spray" or leave "tear gas" in the policy and add "pepper spray."

<sup>5</sup> While the policy language only specifically covers employees, A.C.A. § 6-5-502 permits any person who is a Civil War reenactor to bring a Civil War era weapon onto campus with the prior permission of the principal.

Legal References: ~~A.C.A. § 5-73-119~~  
~~A.C.A. § 5-73-120~~  
~~A.C.A. § 5-73-124(a)(2)~~  
~~A.C.A. § 5-73-301~~  
~~A.C.A. § 5-73-306~~  
~~A.C.A. § 6-5-502~~

Date Adopted:

**Last Revised:** 3.48—RESERVED

### 3.49—~~TEACHERS'~~TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM

~~Note and advisement: This policy is adopted by the Board of Directors 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. Teachers have been successfully sued for IEP and 504 plan violations in other jurisdictions, and teachers need to understand that violating a student's rights is outside of the scope of his or her employment, and no insurance is available or provided by the school district for either legal defense or to pay a money judgment. Teachers who rely on this law and this policy to exclude a student with special needs or a disability are assuming a grave personal risk.<sup>†</sup>~~

A teacher may remove a student from class whose behavior the teacher has documented to be repeatedly interfering with the ~~teacher's~~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~~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~~principal's or principal's designee's office for appropriate discipline.

The ~~teacher's~~teacher's principal or the ~~principal's~~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~~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~~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~~principal's designee may not return the student to the ~~teacher's~~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~~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.

~~Note:—<sup>1</sup>The introductory note to the policy is intended to be included in the policy. The note contains information teachers need to be aware of if they are not to misunderstand the actual limited scope of the statute's language that triggered the policy.~~

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:

### **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.<sup>1</sup>

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.<sup>2</sup> 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~~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.

~~Notes: This policy is similar to Policy 8.24. If you change this policy, review 8.24 at the same time to ensure applicable consistency between the two.~~

~~<sup>1</sup> Students are not required to be transported on a school bus as long as the transporting vehicle is not scheduled for a regularly occurring route or takes a route that contains frequent stops to pick up or drop off students.~~

~~<sup>2</sup> The statute only prohibits "cell phone" use, but in the 10 years since it was passed the term no longer fits today's technology. The terminology in this sentence is designed to cover all the distractions that could affect a driver's ability to safely drive the bus. While we recommend our language, the statute limits the restrictions to "cell phone that requires the operator to dial numbers manually" and you can substitute that for our verbiage if you prefer.~~

Legal Reference: A.C.A. § 6-19-120

Additional Reference: ASBA Model Policies

Date Adopted:  
Last Revised:

DRAFT

### 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~~ individual's spouse;
- Children of the individual or children of the ~~individual's~~ individual's spouse;
- The spouse of a child of the individual or the spouse of a child of the ~~individual's~~ individual's spouse;
- Parents of the individual or parents of the ~~individual's~~ individual's spouse;
- Brothers and sisters of the individual or brothers and sisters of the ~~individual's~~ 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~~ individual's spouse; or
- Anyone acting or serving as an agent of the individual or as an agent of the ~~individual's~~ 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).<sup>1</sup>

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.<sup>2</sup>

~~Notes: This policy is similar to Policy 8.41. If you change this policy, review 8.41 at the same time to ensure applicable consistency between the two.~~



~~<sup>1</sup>Districts may set standards covering instances where the financial interest is not substantial and the gift is an unsolicited item of nominal value. If you do wish to set standards for these situations, delete this sentence and add a statement permitting such acceptance and the circumstances where it is acceptable.~~

~~<sup>2</sup>The training provided should cover instances where there is doubt concerning the appropriateness of accepting gifts, favors, etc. The employee should be instructed to consider the following questions:~~

- ~~• How would the public perceive this action of receiving the gift, favor, etc.?~~
- ~~• Will acceptance of the gift, favor, etc. possibly influence a future purchasing decision?~~

~~The training should cover the Rules Governing Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties including the contract disclosure forms checklists from Commissioner's Memo FIN 09-036.~~

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:

### 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 ~~have gotten off~~exited the bus after each trip. If a child is discovered through the bus walk, the driver will immediately notify the ~~central office~~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~~employee's classified contract.

Reference: ASBA Model Policies

Date Adopted:

Last Revised:

### 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.<sup>4</sup>

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.

~~Notes: Standards has stated that a teacher teaching more than the maximum daily number of students will result in a flag during the cycle 2 report. If you provide Standards with a copy of the supplementary contract, Standards will go in and remove the flag.~~

~~<sup>4</sup>The method used to determine the amount of pay for teaching more than the maximum number of students is:~~

~~0) Take the teacher's salary from the salary schedule and divide it by the number of days in the teacher's contract to find the teacher's daily rate of pay;~~

~~0) Divide the teacher's daily rate of pay by one hundred fifty (150) to find the teacher's per student per day amount;~~

- 1) ~~Multiply the teacher's per student per day amount by the number of students the teacher is teaching above one hundred fifty (150); and~~
- 1) ~~Multiply the result by the number of days the teacher will be teaching the extra students.~~

~~Example: Teacher has a contract for one hundred ninety days (190) with a salary of \$31,000. To calculate the daily per student amount would look like this:  $(31,000/190)/150 = \$1.09$~~

~~If teacher agrees to teach ten (10) additional students per day over the one hundred fifty (150) daily limit, then the teacher's per student amount of one dollar and nine cents (\$1.09) would be multiplied by ten (10) for each day the teacher has the ten (10) students above the one hundred fifty (150) in class.~~

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

~~Date Adopted:~~  
~~Last Revised:~~

### 3.54F—TEACHING INSTEAD OF PREPARATORY PERIOD AND/OR EXTRA DAILY STUDENTS CONTRACT ADDENDUM

The \_\_\_\_\_ School District (District) and \_\_\_\_\_ (Teacher) enter into the following contract addendum:

- 0. \_\_\_\_\_ Teacher has agreed to teach a class on \_\_\_\_\_ instead of a preparatory period from \_\_\_\_\_ through \_\_\_\_\_;<sup>1,2</sup>
- 0. \_\_\_\_\_ District agrees to pay Teacher for the loss of Teacher's preparatory period in the amount of \_\_\_\_\_;<sup>2</sup>
- 0. \_\_\_\_\_ District agrees to pay Teacher for those students who enroll and attend Teacher's class that are in excess of the Standard's maximum daily number of students at the per student per day amount of \_\_\_\_\_<sup>3</sup>;
- 0. \_\_\_\_\_ District agrees to pay teacher \_\_\_\_\_<sup>4</sup>.
- 0. \_\_\_\_\_ This addendum between District and Teacher is in addition to and separate from any other contract between District and Teacher;
- 0. \_\_\_\_\_ Teacher understands that this agreement is not covered by the Teacher Fair Dismissal Act of 1983 (A.C.A. § 6-17-1501 et seq.); and
- 0. \_\_\_\_\_ District and Teacher agree that this contract shall be effective for the current semester and that future semesters shall require District and Teacher to enter into a new contract.

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Board President's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Notes: <sup>1</sup> Insert the start and end dates of the contract.

<sup>2</sup> A teacher is not required to use his/her prep period in order to teach more than the one hundred fifty (150) students daily maximum so long as each class period does not go above thirty (30) students. If this is the situation, delete #2, pluralize "class" in #3, renumber the remaining paragraphs, and substitute the following language for #1:  
*Teacher has agreed to teach more than the one hundred fifty (150) maximum daily number of students, who shall be placed in the appropriate classes so that no one class contains more than thirty (30) students, from \_\_\_\_\_ through \_\_\_\_\_.*

Standards has stated that a teacher teaching more than the maximum daily number of students will result in a flag during the cycle 2 report. If you provide Standards with a copy of the supplementary contract, Standards will go in and remove the flag.

<sup>3</sup> A.C.A. § 6-17-812 requires that a teacher who volunteers to teach more than the maximum one hundred fifty (150) daily number of students must be paid for each student that the teacher has above the one hundred fifty (150) daily limit. In order to calculate the per student per day rate of pay:

- ~~Take the base contract salary and divide it by the number of days in the contract to determine the teacher's daily rate of pay; and~~
- ~~Divide the teacher's daily rate of pay by one hundred fifty (150) to find the per student per day rate.~~

~~The teacher will then be paid the resulting per student amount multiplied by the number of students over one hundred fifty (150) that the teacher has enrolled each day. For example, Teacher has a contract for one hundred ninety days (190) with a salary of \$31,000. To calculate the daily per student amount would look like this:  $(31,000 / 190) / 150 = \$1.09$~~

~~If Teacher agrees to teach ten (10) additional students per day over the one hundred fifty (150) daily limit, then the teacher's per student amount of one dollar and nine cents (\$1.09) would be multiplied by ten (10) for each day the teacher has the ten (10) students above the one hundred fifty (150) in class.~~

~~The per student per day payments are in addition to any payments a teacher will receive under A.C.A. § 6-17-114 for agreeing to teach instead of a preparatory period.~~

- ~~<sup>4</sup>Insert the payment schedule you wish to use. Our recommended language is either:~~
- ~~• *"As a lump sum to be paid as part of Teacher's final check of the semester."* Or~~
  - ~~• *"The above amount(s) in (insert number of pay periods the addendum covers) equal payments, which are in addition to Teacher's regular (monthly/biweekly) payment."*~~

~~Legal References: A.C.A. § 6-17-114  
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:<sup>1</sup>

- 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.

~~Notes: This policy is similar to Policy 8.43. If you change this policy, review 8.43 at the same time to ensure applicable consistency between the two.~~

~~<sup>†</sup>This is not intended to be an all-inclusive list, and you may add or remove items from the list based on what PPE your employees should be using.~~

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
- A.E. Should, with reasonable diligence, attend to the duties of his or her professional position.