



2022-2023

Licensed Personnel Policies

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## **SECTION 3—LICENSED PERSONNEL**

### **3.1—Licensed Personnel Salary Schedule**

The normal base contract period for teachers is 190 days. The salary distribution for a 190 day teacher contract shall be made in twelve installments beginning in August and shall be paid monthly on or about the twentieth of each month but no later than the last day of the month. The checks for June and July will be issued prior to June 30. In the event any employee enters into employment for less than 190 days or whose employment with the district terminates prior to the completion of the contracted number of days, the salary will be paid according to the number of contract days actually worked. For the purposes of the salary schedule, a teacher will have worked a “year” if he/she works at least 160 days.

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.

Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to the bookkeeper. The appropriate salary increase will be reflected in the next paycheck provided it is at least two weeks from the time the notice and documentation is delivered. All salary changes will be on a “go forward” basis, and no back pay will be awarded.

#### **Arkansas Professional Educator Preparation (ArPEP) Program**

Each employee newly hired by the district to teach under the Arkansas Professional Educator Preparation (ArPEP) Program shall initially be placed on the salary schedule in the category of a bachelor’s degree with no experience, unless the ArPEP 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 ArPEP 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.

**Licensed Salary Schedule  
2022-2023**

**Adopted March 28, 2022 Chris Tedder**

**FY23 Salary Schedule**

<b>School Experience</b>	<b>eFinance Step</b>	<b>BSE Range 1</b>	<b>BSE +15</b>	<b>MSE Range 3</b>
0	1	36500	38500	42,200
1	2	36950	38950	42,700
2	3	37400	39400	43,200
3	4	37850	39850	43,700
4	5	38300	40300	44,200
5	6	38750	40750	44,700
6	7	39200	41200	45,200
7	8	39650	41650	45,700
8	9	40100	42100	46,200
9	10	40550	42550	46,700
10	11	41000	43000	47,200
11	12	41450	43450	47,700
12	13	41900	43900	48,200
13	14	42350	44350	48,700
14	15	42800	44800	49,200
15	16	43250	45250	49,700
16	17	43700	45700	50,200
17	18	44150	46150	50,700
18	19	44600	46600	51,200
19	20	45050	47050	51,700
20	21	45500	47500	52,200
21	22	45950	47950	52,700
22	23	46400	48400	53,200
23	24	46850	48850	53,700
24	25	47300	49300	54,200
25	26	47750	49750	54,700

**2022-23  
Indexes / Stipends**

Position	Work Days	Index	Stipend
Instructional Facilitator/Curriculum Director	240	1.7	
Principal	240	1.4925	
Acorn High School Counselor	240		
Curriculum Director	240		
Oden Counselor	240		
Instructional Coaches	210		
Instructional Coaches	190		
504 Campus Coordinator		1.025	
Agriculture Teacher	245		
Business Ed. Teacher	205		
Athletic Coaches	210		
Alternative & Cafeteria Director	210		
Librarian	200		
FACS Teacher	200		
Acorn Elementary Counselor	210	1.05	
SPED Teachers	195		
National Board Certification			1,000
Dean of Students			1,000
Band Director			2,500
Choir Director			2,000
Quiz Bowl & Trap.			300 per team
Annual Sponsor			2,500
Athletic Director			500
Cheer Sponsor, Wrestling, & Archery.			1,500
Elementary Christmas Program			1,500
Concession Stand Coordinator			1,500
Cross Country Track			1,225 per team
Distance Learning Teacher			500 per semester
Elementary Duty			300
FCCLA/FBLA/FFA/ Career Coach			1,500
ESL/NHS/GT Coordinator			500
Golf / Tennis			300
Junior Basketball			2,025 per team
Parent Involvement Coordinator			300
Pee Wee Program Director			1,500
Senior & Junior Track			975 per team
Senior Basketball			3,050 per team
Softball & Baseball			2,000 per team
Asst. Basketball, Softball, Baseball, Track & X Country, & Powerlifting.			500
Tutoring Program Teachers/ORSD Public Relations & Marketing Director			30
Non-Teaching Employee Salary			\$30.00 a hour

Approved documentation regarding salary range advancement on the district salary schedule must be submitted on or before August 10 to receive a salary increment for the fall semester or on or before January 10 to receive a salary increment for spring semester.

Approved documentation regarding salary range advancement on the district salary schedule must be submitted on or before August 10 to receive a salary increment for the fall semester or on or before January 10 to receive a salary increment for spring semester.

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 Documents Posted to School District and Education Service Cooperative Websites

Local Policy

Date Adopted: August 28, 2008

Last Revised: June 20, 2022

### **3.2—Licensed Personnel Evaluations**

"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 drawing names out of a hat.<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 professional skills and clearly links personalized, competency-based professional learning opportunities to the professional growth outcomes. The teacher's PGP must be approved by the teacher's evaluator. If there is disagreement between a teacher and the teacher's evaluator concerning the PGP, the decision of the evaluator shall be final.

Following a summative evaluation, the teacher shall receive an overall performance rating that is derived from:<sup>3</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 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 inquiry category building level or district level leaders will be selected for evaluation by drawing a name out of a hat.<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 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:

- a. Direct observation;
- b. Indirect observation;
- c. Artifacts; and
- d. Data.

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

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

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

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

Date Adopted: March 17, 2014

Last Revised: February 26, 2018

### **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.

Date Adopted: August 28, 2008

Last Revised:

### 3.4—Licensed Personnel Reduction in Force

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 accreditation in compliance with the Standards for Accreditation of 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.

#### Option 1

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 one hundred sixty (160) days in a school year shall not constitute a year.

In the event that two (2) 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 (2) 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 except when permitted by policy 8.30<sup>2</sup>.

#### Points<sup>3</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 one hundred sixty (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; 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; or teaching under a waiver from licensure<sup>2</sup>.

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>4</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.

(Option 2)

For a period of up to one (1) year 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 one (1) year 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<sup>5</sup>**

### **Option A**

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.

Legal Reference: A.C.A. § 6-17-2407

Local Policy

Date Adopted: August 28, 2008

Last Revised: May 24, 2021

### **3.5—Licensed Personnel Contract — Return**

An employee shall have thirty (30) days from the date of the receipt of his 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 to the contract.

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>

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

Date Adopted: August 28, 2008

Last Revised: April 18, 2011

### **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>1</sup> that:

- a. Is required by statute or the Division of Elementary and Secondary Education (DESE); or
- b. Meets the following criteria:
  - o Improves the knowledge, skills, and effectiveness of teachers;
  - o Improves the knowledge and skills of administrators and paraprofessionals concerning effective instructional strategies and methods;
  - o Leads to improved student academic achievement; and
  - o 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 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) hours of PD annually to be fulfilled between July 1 and June 30.<sup>2</sup> 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 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 ADE. 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 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 hours credited toward fulfilling the licensed employee's required hours shall equal one (1) contract day. Hours of PD earned by an employee that are in excess of the employee's required hours, but are either not at the request of the District or not pre-approved by the building principal, shall not be credited toward fulfilling the required number of contract days for that employee.<sup>4</sup> Hours earned that count toward the licensed 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 appropriate supervisor.

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

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

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

- Students with intellectual disabilities, including Autism Spectrum Disorder;

- Students with specific learning disorders, including dyslexia;
- Culturally and linguistically diverse students;
- Gifted students.

Beginning in the 2013-14 school-year and every fourth year thereafter, all District personnel shall receive two (2) hours of PD related to child maltreatment required under A.C.A. § 6-61-133.

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 parent and family engagement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parent and family participation.

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

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

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

The professional development will be designed so that, by the beginning of the 2023-2024 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.

Beginning in the 2023-24 school-year and every fourth year thereafter, All licensed personnel shall receive two (2) hours of training related to bullying prevention and recognition of the relationship between incidents of bullying and the risk of suicide.

Beginning in the 2023-24 school-year and every fourth year thereafter, all licensed personnel shall receive two (2) hours of PD in mental health awareness and teen suicide awareness and prevention, which may be obtained by self-review of suitable mental health awareness and suicide prevention materials approved by DESE.

By the beginning of the 2024-25 school year and every fourth year thereafter, a school counselor shall receive Youth Mental Health First Aid training to learn the risk factors and warning signs of mental health issues in adolescents; the importance of early intervention; and how to help an adolescent who is in crisis or expecting a mental health challenge.

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 training related to compliance with the District's anti-bullying policies and the licensed employee's duties under the District's anti-bullying 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 and is in compliance

with the requirements of A.C.A. § 6-18-2309. The names of District staff who have received certified training on the use of physical restraint shall be provided to all District staff at least annually.

As part of the District's implementation of the District's positive behavioral support system, District administrators as well as building personnel selected by the superintendent or building principal shall receive training in the use of positive behavior support for student behavior and in preventive techniques for teaching and motivating prosocial student behavior and conflict de-escalation and resolution techniques to be employed by school personnel to prevent, defuse, evaluate, and debrief a crisis and conflict situation.

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.

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;
- 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 and family engagement/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 emergency communication method with law enforcement (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 lockdown drills (6-15-1303).<sup>9</sup>

Cross References: 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION  
 4.37—EMERGENCY DRILLS  
 4.60—STUDENT BEHAVIORAL INTERVENTION AND RESTRAINT  
 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 school-based Automated External Defibrillator (AED) devices and Cardiopulmonary Resuscitation (CPR) programs in Arkansas Public Schools  
 DESE Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements  
 DESE Rules Governing the Right to Read Act  
 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. § 6-18-2304  
A.C.A. § 6-18-2308  
A.C.A. § 6-18-2309  
A.C.A. § 6-20-2204  
A.C.A. § 6-20-2303 (16)  
A.C.A. § 6-41-608  
A.C.A. § 6-61-133

Date Adopted: August 28, 2008  
Last Revised: June 20, 2022

### **3.7—Licensed Personnel Bus Driver Drug Testing**

#### **Definitions**

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

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

“Safety-sensitive function” includes:

- a. All time spent inspecting, servicing, and/or preparing the vehicle;
- b. All time spent driving the vehicle;
- c. All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
- d. 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>1</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 driver's license authorizing the individual to operate the size school bus the individual is being hired to drive<sup>2</sup>;
2. Have undergone a physical examination, which shall include a drug test,<sup>3</sup> by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certification of school bus driver in service training.<sup>4</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>5</sup>
- 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
- The employee's signing a written authorization for the District to request information from:
  - The Database;<sup>6</sup> and
  - 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<sup>7</sup> 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 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").

### **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>8</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 or electronically authorize 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>9</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 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 twenty-four (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 twenty-four (24) hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

### **Reporting Requirements**

The District shall report the following information about an employee who performs safety-sensitive functions to the Clearinghouse by the close of the third (3rd) business day following the date the District obtained the information:<sup>10</sup>

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:<sup>11</sup>

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

Legal References: A.C.A. § 6-19-108  
A.C.A. § 6-19-119  
A.C.A. 27-23-105  
A.C.A. § 27-23-201 et seq.  
A.C.A. § 27-51-1504  
49 C.F.R. § part 40  
49 C.F.R. § 382.101 – 605  
49 C.F.R. § 382.701 et seq.  
49 C.F.R. § 383.5  
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

Date Adopted: August 28, 2008

Last Revised: May 24, 2021

### **3.8—Licensed Personnel Sick Leave (Option A)**

#### **Definitions**

1. “Employee” is a full-time employee of the District.
2. “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.
3. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month, or major part thereof with the minimum number of sick days granted for a 190 days contract being 10.
4. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of one hundred twenty (120) days accrued from previous contract, but not used.
5. “Immediate family” means an employee’s spouse, child, grandchild, sibling, parent, mother or father-in-law, 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 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.

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 if 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 dismissal.

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 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 dismissal.

### **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>2</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 accrued paid 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 accrued 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.

Certified staff, who has worked at least 5 years for the Ouachita River School District, will be paid for each day of accumulated sick leave when their employment with the district has ended. The rate of pay for accumulated sick leave will be at the rate of \$70.00 a day.

Sick days accumulated above the 120 days maximum shall be paid to the teacher at the end of the year at the daily rate of \$70.00 for their position. In preparation for teacher retirement or T-Dropping, options on application of days will be given. The teacher participating in the program must have been employed by the district a minimum of five (5) contract years.

Option 1: The teacher may take half at the end of year 27 (up to 60 days) and half at the end of year 28 (up to 60 days).

Option 2: The teacher may take all or part at the end of year 28 (up to 120).

Option 3: The employee preparing to enter retirement may elect to draw their accumulated sick leave over their final two years of service (with less than 27 years of service or age 60). Intent of retirement must be submitted in writing prior to payment of accumulated days.

Option 4: The teacher preparing to leave the TDROP program may elect to draw their accumulated sick leave over their final two years in the TDROP program.

### **Emergency Leave**

A member of the instructional staff who is absent because of the death of a member of the immediate family may be granted, not to exceed five days in any school year, a leave of absence without reduction of salary.

Absences for such cause will be considered as separate and distinct from the absences due to personal illness; shall be determined on an annual basis; and shall not be accumulative. The district will pay the cost of the substitute teacher in case of death in the family. Employees may use sick leave days to attend funerals of persons not meeting the definition of immediate family.

### **Maternity Leave**

A teacher who becomes pregnant shall provide a written notice thereof to the principal and superintendent as soon as pregnancy has been medically determined. The pregnant employee must submit with such notice a written statement from a physician which shall include the anticipated date of delivery, the date until which the physician believes the employee will be physically able to continue job duties, the physician's comments as to whether or not any restrictions of job activities are recommended and a commitment from the physician to notify the school authorities of any change in the patient's condition which might affect ability to perform job duties. The employee will normally be permitted to continue teaching as long as the doctor feels that the teacher is able to teach. However, the district may review the employee's job performance during the pregnancy, may request a supplemental statement from the physician as to current physical condition, and in the event the school authorities conclude that the employee's job performance is unsatisfactory, the employee may be required to take a leave of absence at an earlier date. A teacher shall remain on maternity leave until the doctor certifies that the teacher is able to return to work.

The teacher employed to teach while the regular teacher is on maternity leave shall be classified as a substitute that is teaching only while the teacher is on maternity leave.

### **Organ Donor**

In any calendar year a public school employee is entitled to leave in order to serve as an organ donor or a bone marrow donor as stated in AR Law 21-4-215.

### **Other Leave**

The superintendent may grant further leave of absence without pay under certain extenuating circumstances when request is presented in writing. Request for leave should be made as far in advance as possible.

Employees of Ouachita River School District will be granted leave for the purpose of participating in military training programs or other official duties made available by the Arkansas National Guard or of the reserve branches of the armed forces and for the purpose of participating in the civil defense and public health training programs made available by the United States Public Health Service. This leave will be granted and will accumulate in accordance with Section 6-17-306 of the Arkansas Code.

On occasions when this leave requires the employee to reimburse the district the cost of the substitute, the rate of reimbursement will be limited to the daily rate of a substitute without a college degree. The exception to this will be when the leave is taken in a manner that requires the hiring of a substitute long-term (more than 30 consecutive days in the same classroom). The employee will reimburse the district for the full cost of the long-term substitute if one is hired under these conditions.

### **Local Policy**

Date Adopted: August 28, 2008

Last Revised: June 25, 2018

### **3.9—Licensed Personnel Sick Leave Bank**

Employees of the District may transfer sick leave days to another employee who has absences for sickness in excess of their current and accumulated sick leave. The transfer must be done in writing, and the forms to



transfer the days may be obtained from the Superintendent's office. Sick leave days cannot be transferred to an employee who has any current or accumulated sick leave. A transfer or transfers may not result in a balance of sick leave for the receiving employee and may not be in excess of the days in balance of the donating employee.

### **Multiple Contract Transfer**

Employees of the District who have a bus contract and another classified/certified contract may donate any remaining sick leave from one contract to another. The transfer must be done in writing and the forms to transfer the days may be obtained from the Superintendent's Office. Sick leave cannot be transferred, if the employee has any current or accumulated sick leave remaining in the sick leave bank he/she is transferring into. A transfer or transfers may not result in a balance of sick leave for the receiving contract and may not be in excess of the days in balance of the donating contract.

Bus Leave will transfer as 2 days of sick leave to any 1 day of sick leave for a classified/certified contract. A contract classified/certified contract will transfer as 1 day of sick leave for a bus contract.

### **Spousal Donations**

District employees who are husband and wife are eligible to utilize each other's sick leave. Written permission must be received for each day of donated sick leave.

Legal Reference: A.C.A. § 6-17-1208

#### **Local Policy**

Date Adopted: August 28, 2008

Last Revised: March 28, 2022

### **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 conferences, instructional planning, and preparation. Each teacher will have the ability to schedule these activities during his/her designated planning time. Teachers may not leave campus during their planning time without prior permission from their building level supervisor.

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

Legal Reference: ACA § 6-17-114 (a) (d)

Date Adopted: August 28, 2008

Last Revised: April 16, 2012

### **3.11—Licensed Personnel Personal and Professional Leave**

#### **Personal Leave**

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) days of personal leave per contract year.

Up to four days of personal leave may be accumulated from one contract year to the next. The leave may be taken in increments of no less than half a day. The maximum number of personal days available in a contract year is four provided the employee has accumulated those days. Unused personal days above the four available will be converted to sick leave at the end of each contract year.

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions 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:

1. Athletic or academic events related to the school district; and
2. 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.

Any employee desiring to take personal leave may do so by making a written request to his supervisor at least twenty-four (24) hours prior to the time of the requested leave. The twenty-four hour (24) hours requirement may be waived by the 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 the Superintendent. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

District employees may transfer personal leave days to one another who has absences for personal leave in excess of their current and accumulated personal leave. The transfer must be done in writing, and the forms to transfer the days may be obtained from the Superintendent's office. Personal leave days cannot be transferred to an employee who has any current or accumulated personal leave. A transfer or transfers may not result in a balance of personal leave for the receiving employee and may not be in excess of the days in balance of the donating employee.

### **Spousal Donations**

District employees who are husband and wife are eligible to utilize each other's personal leave. Written permission must be received for each day of donated personal leave.

### **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 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.

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 District.

Legal Reference: A.C.A. § 6-17-211

#### Local Policy

Date Adopted: August 28, 2008

Last Revised: March 28, 2022

### **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.

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) (2)

Division of Elementary and Secondary Education Guidelines for "Megan's Law"

Date Adopted: August 28, 2008

Last Revised: June 24, 2019

### **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) shall not be discharged or demoted as a result of such service.

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 absence.

Prior to taking leave, and as soon as possible after the need for such leave is discerned by the employee, he 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 employment contract.

Legal Reference: A.C.A. § 6-17-115

Date Adopted: August 28, 2008

Last Revised: April 16, 2012

### **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 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 the stipend they receive for 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. Payment received from the court for mileage shall not be considered part of the stipend received for jury duty.

Legal Reference: A.C.A. § 16-31-106

#### **Local Policy**

Date Adopted: August 28, 2008

Last Revised:

### **3.15—Licensed Personnel Leave — Injury from Assault**

Any teacher who, while in the course of their 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

Date Adopted: August 28, 2008

Last Revised:

### **3.16—Licensed Personnel Reimbursement for Purpose 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:

1. 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
2. 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 their building principal 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. 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. Unused allotments shall not be carried over from one fiscal year to the next.

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

Date Adopted: August 28, 2008

Last Revised: April 20, 2015

### **3.17— Licensed Personnel Code of Conduct**

#### **Definitions**

"Insubordination" means the willful disregard of a supervisor's instructions or the refusal to obey a lawful order from a supervisor. Insubordination does not mean the refusal to follow an order from a supervisor that would violate Federal or state law; Federal regulations; state rules; or a court order.

"Sexual harassment" means conduct on the basis of sex that may not reach the definition of sexual harassment under Policy 3.26 but is nevertheless inappropriate within the education setting. Examples of sexual harassment include, but are not limited to:

- Making sexual propositions or pressuring for sexual activities;
- Sexual grooming;
- 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, ranking, or assessing students or other employees as to:
  - Physical attractiveness;
  - Sexual activity or performance; or
  - Sexual preference;
- Circulating or showing e-mails or Web sites of a sexual nature;
- Intimidation by words, actions, insults, or name calling; and
- 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 or not the individual self-identifies as homosexual or transgender.

Employee actions that meet the definitions within this policy are prohibited.

In recognition of the level of trust placed in District employees, the duty of care District employees have towards their charges, and the need for District employees to model appropriate behavior for their charges, the District has, and will continue to hold, its employees to a high standard of behavior. Employees whose actions are determined to be in violation of the provisions of this policy, another personnel policy, the Division of Elementary and Secondary Education Rules Governing the Code of Ethics for Arkansas Educators, or criminal conduct that statutorily prohibits employment by a school district may be recommended for discipline up to and including termination of the employee's contract for employment. In addition to other forms of discipline, conduct in violation of the Rules may be reported to the Professional Licensure Standards Board.

Legal References:     A.C.A. § 6-17-301  
                           A.C.A. § 6-17-410  
                           A.C.A. § 6-17-411  
                           A.C.A. § 6-17-1501 et seq.  
                           DESE Rules Governing the Code of Ethics for Arkansas Educators

Date Adopted: March 28, 2022

Last Revised:

### **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 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 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>1</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 building principal as far in advance as is practicable. The building principal shall verify the existence of the conflict by contacting the supervisor of the secondary contracted position. The building principal shall determine the needs of the district on a case-by-case basis and rule accordingly. The principal's decision is final with no appeal to the Superintendent or the 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 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.

Date Adopted: August 28, 2008

Last Revised: March 17, 2014

### **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 which information is to be placed in the personnel file of those employed.

If the employee provides false or misleading information, or if he 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>1</sup>

All teachers who begin employment in the 2023-2024 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 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 Ouachita River School District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, pregnancy, sexual orientation, gender identity, disability, or genetic information.

Inquiries on nondiscrimination may be directed to the Superintendent <sup>3</sup>, who may be reached at 143 Polk Road 96 Mena, AR 71953 or 479-394-2348<sup>4</sup>.

Any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator in person or by using the mailing address, telephone number, or email address provided above. A report may be made at any time, including during non-business hours, and may be on the individual's own behalf or on behalf of another individual who is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment.

For further information on notice of non-discrimination or to file a complaint, visit <https://www2.ed.gov/about/offices/list/ocr/complaintintro.html>; 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>, 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.

All applications will be viewed on their individual abilities, certifications, and qualifications. Applicants will be judged on legal requirements, specific job requirements, and how well they would meet the needs of the ORSD School District. The ORSD School District reserves the right to reject any or all applications and leave the position unfilled if a suitable candidate is not found. It is not the policy of the ORSD to pay the fee required for the Criminal Record check(s) required (AR Law 6-17-414 and 6-17-411) before employing a new employee. Prospective employees (both classified and licensed) are responsible for paying the required fee. All instructional personnel shall have teaching certificates, duly recorded with the superintendent, that legally qualify them for the work to which they are assigned.

**Transcripts** - All educational personnel shall file one copy of their college transcripts in the Superintendent's office. This transcript file must be kept up to date.

**Duties** - Each teacher will be under the general direction of the superintendent of schools and immediately responsible to the principal for executing the policies of the Board of Education as they relate to the function of the school, to the classroom, and to the immediate contact with pupils and parents. The teacher's specific responsibilities shall be:

1. To direct and evaluate the learning experience of the pupil in both curricular and extra-curricular activities.
2. To provide guidance to the pupil which will promote the welfare and proper educational development of the student.
3. To seek professional aid of the school principal and superintendent.
4. To be responsible for child accounting.
5. To document personal contact with the parent/guardian of each student assigned to them. At least one parent contact per year in the high schools and one each semester in the elementary schools is required. More frequent contact with parents is desirable especially for students who may be having academic or behavioral difficulties.
6. To administer the classroom and its program.
7. To provide for the care and protection of school property.
8. To participate in the business and activities of the school faculty.



9. To cooperate with and participate in the planning and evaluation of the school program.
10. To take part in the in-service training program of the school.
11. To maintain cordial and workable relationship with colleagues.
12. To perform other duties as may be assigned.
13. To maintain good discipline in the classroom at all times.

Staff members are elected annually by the Board of Education on recommendation by the Principal and the Superintendent.

All offers to renew contracts shall be made by the Board at its regular meeting in March. All offers to renew annual contracts shall expire if not accepted in writing and returned to the superintendent's office within 30 days of the date of issuance. The contract shall be for a minimum of 190 days. Any non-probationary teacher new to the Ouachita River School District may, by a majority vote of the School Board, be placed on a one year probation.

Assignments are general; they do not involve specific positions. All teachers, principals, and other staff members are subject to assignment and/or transfer at the direction of the Superintendent with the approval of the Board of Education.

When transfers are to be made, a conference of all employees concerned shall be held with the Superintendent before final decision is made. The disposition of the case shall be in writing by the Superintendent to all parties involved.

A written notice of resignation will be filed with the superintendent at least 60 days prior to the effective date of resignation. Under extenuating circumstances, the Board may waive such notice.

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. § 106.8  
34 C.F.R. § 106.9  
34 C.F.R. § 108.9  
34 C.F.R. § 110.25

#### Local Policy

Date Adopted: August 28, 2008

Last Revised: March 28, 2022

### **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 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.

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: August 28, 2008

Last Revised: April 16, 2012

### **3.21—Licensed Personnel Tobacco Use of Tobacco, Electronic Nicotine Delivery Systems, and Related Products**

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-pips, or under any other name or descriptor.

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: August 28, 2008

Last Revised: April 27, 2020

### **3.22—Dress of Licensed Employees**

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

Date Adopted: August 28, 2008

Last Revised:

### **3.23—Licensed Personnel Political Activity**

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:

1. Using students for preparation or dissemination of campaign materials;
2. Distributing political materials;

3. Distributing or otherwise seeking signatures on petitions of any kind;
4. Posting political materials; and
5. 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.

Legal References: A.C.A. § 6-16-122  
A.C.A. § 7-1-103  
A.C.A. § 7-1-111

Date Adopted: August 28, 2008  
Last Revised: April 27, 2020

### **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 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 or his 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.

Date Adopted: August 28, 2008  
Last Revised: March 25, 2013

### **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**

"Employee" means any person employed under a written contract by this school district.

"Grievance" means 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>1</sup> A group of employees who have the same grievance may file a group grievance.

“Group Grievance” means a grievance that may be filed as a group all of the following criteria are met and the group’s issue is a subject that may be grieved under this policy’s definition of grievance: The group has a well-defined common interest in the facts and/or circumstances of the grievance; and

1. The group has designated an employee spokesperson to meet with administration and/or the board; and
2. All individuals within the group are requesting the same relief.

Simply meeting all of the criteria above alone does not ensure that the subject presented by the group is eligible to be grieved.

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

“Working day” means 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. Except for a grievance concerning back pay, the employee must inform his/her immediate supervisor of the existence of a potential grievance within five (5) working days of the occurrence of the grievance. The supervisor shall schedule a conference with the employee to hear the employee’s potential grievance that shall be held no later than five (5) working days after the supervisor is informed of the existence of the potential grievance and 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. If the grievance is not advanced to Level Two within five (5) 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 (5) 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 (10) 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 (10) 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 (10) 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 (5) working days from the date of the principal’s written response, 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 (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 (10) 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 (5) working days of his/her receipt of the principal's written 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 (10) 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 Directors within five (5) 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>. If the grievance is not appealed to the Board of Directors within five (5) working days of his/her receipt of the superintendent's written 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. Based on a review of the Level Two Grievance Form and the superintendent's reply, the board shall:

- a. For a grievance filed as an individual, determine if the grievance, on its face, is a subject that may be grieved under district policy.
- b. For a grievance that is filed as a group grievance, review the composition of the group and either:
  - Rule that the group has met the requirements to qualify as a group grievance and then determine whether the matter of the grievance is, on its face, a subject that may be grieved under District policy; or
  - Rule that the composition of the group does not meet the definition of a group grievance under District policy.

If the Board rules that the grievance, whether filed as an individual or as a group, is not a subject that may be grieved, the matter shall be considered closed. If the Board rules that the composition of the group does not meet the definition of a group grievance under District policy, employees who had filed a grievance as part of a group grievance that the Board ruled to not meet the policy's definition of a group grievance may choose to subsequently file an individual grievance by starting with Level One of the process; in such cases, a grievance will be considered to be timely filed if the notification of the employee's supervisor requirement under Level 1 is made within five (5) work days of the Board meeting where the Board ruled that the proposed group grievance did not meet the policy's definition of a group grievance.

If the Board rules the grievance to be a subject that may be grieved, they shall immediately commence a hearing on the grievance. All parties have the right to representation at the appeal hearing by a person of their own choosing except that no party shall be represented by an individual who is a member of the employee's immediate family. The employee shall have no less than ninety (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 to the public, the parent or guardian of any student under the age of eighteen (18) 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.

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

Date Adopted: August 28, 2008

Last Revised: April 27, 2020

**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: \_\_\_\_\_

Supervisor's Response

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

Date Adopted: August 28, 2008

Last Revised:

### **3.26—Licensed Personnel Sexual Harassment**

The Ouachita River 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 procedures governing the formal complaint grievance process;<sup>1</sup>
- The process for submitting a formal complaint of sexual harassment;
- That the district does not tolerate sexual harassment;
- That students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences;
- The supports that are available to individuals suffering sexual harassment; and
- The potential discipline for perpetrating sexual harassment.

#### **Definitions**

"Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

"Education program or activity" includes locations, events, or circumstances where the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting an investigation of the allegation of sexual harassment.

"Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

"Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee:
  - a. Conditions the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;<sup>2</sup> or

- b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;<sup>2</sup>
2. The conduct is:
  - a. Unwelcome; and
  - b. Determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
3. Constitutes:
  - a. Sexual assault;
  - b. Dating violence
  - c. Domestic violence; or
  - d. Stalking.

"Supportive measures" means individualized services that are offered to the complainant or made available to the respondent designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party. The supportive measures must be non-disciplinary and non-punitive in nature; offered before or after the filing of a formal complaint or where no formal complaint has been filed; and offered to either party as appropriate, as reasonably available, and without fee or charge. Examples of supportive measures include, but are not limited to: measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment; counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; campus escort services; mutual restrictions on contact between the parties; changes in work or class locations; leaves of absence; and increased security and monitoring of certain areas of the campus.

Within the educational environment, sexual harassment is prohibited between any of the following: students; employees and students; non-employees and students; employees; and 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 or employees 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 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 or not the individual self-identifies as homosexual or transgender.

Employees who believe they have been subjected to sexual harassment are encouraged to submit a report to their immediate supervisor, an administrator, or the Title IX coordinator. 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 sexual harassment. If the District staff member who received a report of alleged sexual harassment is not the Title IX Coordinator, then the District staff person shall inform the Title IX



Coordinator of the alleged sexual harassment. As soon as reasonably possible after receiving a report of alleged sexual harassment from another District staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

- Discuss the availability of supportive measures;
- Consider the complainant's wishes with respect to supportive measures;
- Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
- explain to the complainant the process for filing a formal complaint.

### **Supportive Measures**

The District shall offer supportive measures to the complainant and make supportive measures available to the respondent that are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party before or after the filing of a formal complaint or where no formal complaint has been filed. The District shall provide the individualized supportive measures to the complainant unless declined in writing by the complainant and shall make available individualized supportive measures that are non-disciplinary and non-punitive to the respondent. A complainant who initially declined the District's offer of supportive measures may request supportive measures at a later time and the District shall provide individualized supportive measures based on the circumstances when the subsequent request is received.

### **Formal Complaint**

A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by email. Upon receipt of a formal complaint, a District shall simultaneously provide the following written notice to the parties who are known:

- Notice of the District's grievance process and a copy of the procedures governing the grievance process;
- Notice of the allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include:
  - ✚ The identities of the parties involved in the incident, if known;
  - ✚ The conduct allegedly constituting sexual harassment; and
  - ✚ The date and location of the alleged incident, if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
- That the parties may inspect and review evidence relevant to the complaint of sexual harassment; and
- That the District's personnel policies and code of conduct prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the previous notice, the District shall simultaneously provide notice of the additional allegations to the parties whose identities are known.

The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular "party", "complainant", or "respondent" include the plural, as applicable.

When investigating a formal complaint and throughout the grievance process, a District shall:

- Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the District and not on the parties;
- Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party's voluntary, written consent or that party's voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process;
- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation; this includes evidence:
  - Whether obtained from a party or other source;
  - The District does not intend to rely upon in reaching a determination regarding responsibility; and
  - That is either Inculpatory or exculpatory; and
- Create an investigative report that fairly summarizes relevant evidence.

At least ten (10)<sup>3</sup> days prior to completion of the investigative report, the District shall send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties shall have at least ten (10)<sup>3</sup> days to submit a written response to the evidence. The investigator will consider the written responses prior to completion of the investigative report. All evidence subject to inspection and review shall be available for the parties' inspection and review at any meeting to give each party equal opportunity to refer to such evidence during the meeting.

After the investigative report is sent to the parties, the decision-maker shall:

- Provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;
- Provide each party with the answers;
- Allow for additional, limited follow-up questions from each party; and
- Provide an explanation to the party proposing the questions any decision to exclude a question as not relevant. Specifically, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

No earlier than ten (10) days following the completion of the investigation period, the decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility. The written determination shall include—

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including:
  - a. Any notifications to the parties;
  - b. Interviews with parties and witnesses;
  - c. site visits;
  - d. Methods used to gather other evidence; and
  - e. Hearings held;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the District's personnel policies or code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including:
  - a. A determination regarding responsibility;
  - b. Any disciplinary sanctions imposed on the respondent; and
  - c. Whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
6. The procedures and permissible bases for the complainant and respondent to appeal.

The written determination shall be provided to the parties simultaneously. The determination regarding responsibility shall become final on the earlier of:

- If an appeal is not filed, the day after the period for an appeal to be filed expires; or
- If an appeal is filed, the date the written determination of the result of the appeal is provided to the parties.

The District shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved; did not occur in the District's education program or activity; or did not occur against a person in the United States, then the District shall dismiss the complaint as not meeting the definition of sexual harassment under this policy. A dismissal for these reasons does not preclude action under another provision of the District's personnel policies or code of conduct.

The District may dismiss the formal complaint or any allegations therein, if at any time during the grievance process:

- The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- The respondent is no longer enrolled at the District; or
- Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon the dismissal of a formal complaint for any reason, the District shall promptly send written notice of the dismissal and reason(s) for the dismissal simultaneously to the parties.

The District may hire an individual or individuals to conduct the investigation or to act as the determination-maker when necessary.

### **Appeals**

Either party may appeal a determination regarding responsibility or from a dismissal of a formal complaint or any allegations therein, on the following bases:

- a. The existence of a procedural irregularity that affected the outcome of the matter;

- b. Discovery of new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- c. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter; or
- d. An appeal of the disciplinary sanctions from the initial determination.<sup>4</sup>

For all appeals, the District shall:

- 1. Notify the other party in writing when an appeal is filed;
- 2. Simultaneously Provide all parties a written copy of the District's procedures governing the appeal process;
- 3. Implement appeal procedures equally for both parties;
- 4. Ensure that the decision-maker<sup>5</sup> for the appeal is not the same person as the decision-maker that reached the original determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator;
- 5. Provide all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- 6. Issue a written decision describing the result of the appeal and the rationale for the result; and
- 7. Provide the written decision simultaneously to both parties.

### **Confidentiality**

Reports of sexual harassment, both informal reports and formal 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 and determination of responsibility to the extent necessary to complete the District's grievance process;
- Submit a report to the child maltreatment hotline;
- Submit a report to the Professional Licensure Standards Board for reports alleging sexual harassment by an employee towards a student; or
- The extent necessary to provide either party due process during the grievance process.<sup>5</sup>

Except as listed above, the District shall keep confidential the identity of:

- ✚ Any individual who has made a report or complaint of sex discrimination;
- ✚ Any individual who has made a report or filed a formal complaint of sexual harassment;
- ✚ Any complainant;
- ✚ Any individual who has been reported to be the perpetrator of sex discrimination;
- ✚ Any respondent; and
- ✚ Any witness.

Any supportive measures provided to the complainant or respondent shall be kept confidential to the extent that maintaining such confidentiality does not impair the ability of the District to provide the supportive measures.

### **Administrative Leave<sup>6</sup>**

The District may place a non-student employee respondent on administrative leave during the pendency of the District's grievance process.

### **Retaliation Prohibited**

Employees who submit a report or file a formal complaint of sexual harassment,; testified; assisted; or participate or refused to participate in any manner in an investigation, proceeding, or hearing on sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats; intimidation; coercion; discrimination; or charges for personnel policy violations that do not involve sex discrimination or sexual harassment, arise out of the same facts or circumstances as a report or formal complaint of sex

discrimination, and are made for the purpose of interfering with any right or privilege under this policy. 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.

### **Disciplinary Sanctions**

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 the completion of the District's grievance process, any employee who is found by the evidence to more likely than not<sup>7</sup> have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

Employees who knowingly fabricate allegations of sexual harassment or purposely provide inaccurate facts shall be subject to disciplinary action up to and including termination. A determination that the allegations do not rise to the level of sexual harassment alone is not sufficient to conclude that any party made a false allegation or materially false statement in bad faith.

### **Records**

The District shall maintain the following records for a minimum of seven (7) years:

- Each sexual harassment investigation including:
- Any determination regarding responsibility;
- any disciplinary sanctions imposed on the respondent;
- Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
- Any appeal and the result therefrom;
- All materials used to train Title IX Coordinators, investigators, and decision-makers;
- Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, which must include:
  - The basis for the District's conclusion that its response was not deliberately indifferent; and
  - Document:
    - If supportive measures were provided to the complainant, the supportive measures taken designed to restore or preserve equal access to the District's education program or activity;
    - or
    - If no supportive measures were provided to a complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Cross References: 3.19—LICENSED PERSONNEL EMPLOYMENT  
4.27—STUDENT SEXUAL HARASSMENT  
5.20—DISTRICT WEBSITE  
7.15—RECORD RETENTION AND DESTRUCTION  
8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

Legal References: 20 USC 1681 et seq.  
34 C.F.R. Part 106  
A.C.A. § 6-15-1005  
A.C.A. § 6-18-502  
A.C.A. § 12-18-102

Date Adopted: August 28, 2008

Last Revised: March 28, 2022

### **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.

Date Adopted: August 28, 2008

Last Revised:

### **3.28—Licensed Personnel Computer Use Policy**

The Ouachita River 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 without authorization, 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.

The District recognizes the need to effectively use computer technology to further enhance educational goals. However, protection and security of the various information networks and computer systems is necessary.

Staff is expected to employ electronic mail on a daily basis at work as a primary tool for communications. The district may rely upon this medium to communicate information, and all staff will be responsible for checking and reading messages daily. Users are also expected to learn and to follow normal standards of polite conduct, responsible behavior, and economical use of computer resources.

Electronic mail and telecommunications are not to be utilized by employees to share confidential information about students or other employees because messages are not entirely secure. Network administrators may review files and communications to maintain system integrity and to ensure that staff members are using the system responsibly. Users should not expect that files stored on district servers and/or workstations will be private. The District retains the right to view personal files and/or e-mail stored on any district computer. The District further reserves the right to monitor and/or log all network activity with or without notice, including e-mail and all web site communications, and therefore, users should have no expectation of privacy in the use of these resources.

The District is providing access to computer networks and the Internet. It is the responsibility of each user to use the network and Internet access appropriately and to stay away from offensive or harmful sites. Network and Internet access is provided for educational purposes only. Any inappropriate site accessed from a district computer should be reported immediately to the Technology Department.

The Employee agrees that in using the District's Internet access he/she will obey all federal and state laws and regulations. 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.

The Ouachita River School District, by itself or in combination with the Internet access provider, will utilize active restriction methods, filter software, or other technologies to prevent staff from accessing visuals that are (1) obscene, (2) child pornography, or (3) harmful to minors. The District will also monitor users through direct observation and/or other means, to ensure that they are not accessing inappropriate materials. The term "harmful to minors" is defined by the Communications Act of 1934 (47USC Section 254 [h] [7]) as meaning any picture, image, graphic, or other visual that (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

#### I. Use of Computer Hardware

1. Computer hardware is like any other school property and shall be treated accordingly.
2. Only authorized individuals will install, service, and/or maintain district owned computer hardware.
3. No Hardware, including cables or peripherals, may be moved without authorization from Technology Staff.
4. It is the responsibility of the faculty member to whom the computer is checked out to turn off the computer and peripherals, at the end of the day.
5. It is the responsibility of the faculty and the students, staff, and users to keep the computer clean and away from smoke, dust, magnets, food, liquid, and any other foreign material known to be harmful to the hardware or functionality of the system.
6. It is the responsibility of the faculty member to whom the computer is checked out to report malfunctions of the hardware to the Technology Coordinator before doing any troubleshooting themselves.

#### II. Use of Computer Software

1. The unlawful copying of any copyrighted software and/or its use on district hardware is prohibited.
2. Modification or erasure of software without authorization is prohibited.
3. The introduction of any viral agent is prohibited. Every diskette should be checked for a virus each time it is put into the computer system.
4. Any individual who introduces a virus into the district system or violates the copyright laws shall be subject to appropriate district discipline policies and to the penalty provisions of the computer network use policy.
5. The Ouachita River School District has the right to remove any software from district owned equipment.
6. Web pages on district and or networked servers shall deal with accepted educational content. They may not be commercial, and shall follow guidelines referenced in sections III- 3, 4, 5 and/or the Communications Act of 1934 (47USC Section 254 [[7]).

#### III. The following behaviors are NOT PERMITTED on district workstations, computers, or network

1. Sending of "chain letters" or "broadcast" messages to lists or to individuals.
2. Sharing confidential information about students or employees.
3. Sending, viewing, downloading, or displaying offensive materials or pictures.
4. Directly assisting a campaign for election of any person to any office.
5. Using obscene, harassing, insulting, or attacking language.
6. Engaging in practices that threaten the network (e.g., loading files that may introduce a virus)
7. Violating copyright laws.

8. Using ANYONE's email account other than your own.
9. Trespassing in others' folders, documents, or files.
10. Violating any regulations prescribed by the network provider.
11. Using district-connected technology to gain unauthorized access (hacking) into technology systems.
12. Using district-connected technology to perform any illegal activity.
13. Using 3rd party emails, chat or video streaming is discouraged.
14. Posting anonymous messages on the system.
15. Using encryption software.
16. Causing congestion of the network through lengthy downloads of files.
17. Obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks.
18. Using the network or internet for financial or commercial gain without district permission.
19. Attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction without proper authorization.
20. Taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools.

The District Information Technology Security Officer staff will report inappropriate behaviors to the employee's supervisor who will take appropriate disciplinary action. Any other reports of inappropriate behavior, violations, or complaints will be routed to the employee's supervisor for appropriate action.

Violations may result in a loss of access and/or disciplinary action. When applicable, law enforcement agencies may become involved. Realizing the fluid nature of the internet and technology, the Ouachita River School District reserves the right to ban actions not specifically covered by this policy.

Staff shall be liable for any and all costs (debts) incurred through their unauthorized use of the District's computers or the Internet including penalties for copyright violations. Such actions may also include loss of access and/or disciplinary action up to and including termination.

Each employee will be given copies of this policy and procedures and will sign an acceptable use agreement before establishing an account or continuing their use of an account.

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

#### Local Policy

Date Adopted: August 28, 2008

Last Revised: January 23, 2017

### **3.28F—Licensed Personnel Employee Internet Use Agreement**

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

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

The Ouachita River 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:

- a. Using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
- b. Using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
- c. Posting anonymous messages on the system;
- d. Using encryption software other than when required by the employee's job duties;
- e. Wasteful use of limited resources provided by the school including paper;
- f. Causing congestion of the network through lengthy downloads of files other than when required by the employee's job duties;
- g. Vandalizing data of another user;
- h. Obtaining or sending information that could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
- i. Gaining or attempting to gain unauthorized access to resources or files;
- j. Identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
- k. Using the network for financial or commercial gain without district permission;
- l. Theft or vandalism of data, equipment, or intellectual property;
- m. Invading the privacy of individuals other than when required by the employee's job duties;
- n. Using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
- o. Introducing a virus to, or otherwise improperly tampering with, the system;
- p. Degrading or disrupting equipment or system performance;
- q. Creating a web page or associating a web page with the school or school district without proper authorization;
- r. Attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- s. Providing access to the District's Internet Access to unauthorized individuals;
- t. 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;
- u. Making unauthorized copies of computer software;
- v. Personal use of computers during instructional time; or
- w. 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: August 28, 2008

Last Revised: June 24, 2019

### **3.29 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 Ouachita River School District shall operate by the following calendar.



## Ouachita River School District 2022-2023 Calendar

<p>Independence Day ORSD Closed.....4<sup>th</sup> Board Meeting @ Oden.....25<sup>th</sup></p>	JULY '22	JANUARY '23	<p>New Year's Day.....1<sup>st</sup> Staff Development Day (NO STUDENTS).....6<sup>th</sup> Classes Resume (2nd Semester Begins).....9<sup>th</sup> Report Cards.....10<sup>th</sup> Board Meeting @ Oden.....23<sup>rd</sup></p>																																																																																																		
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<p>District Staff Development.....16<sup>th</sup> Staff Development Day.....17<sup>th</sup> Public Meeting &amp; Open House.....18<sup>th</sup> First Day of School.....22<sup>nd</sup> Board Meeting @ Acorn.....29<sup>th</sup></p>	AUGUST '22	FEBRUARY '23	<p>Progress Reports.....3<sup>rd</sup> President's Day (NO SCHOOL).....20<sup>th</sup> Board Meeting @ Acorn.....27<sup>th</sup></p>																																																																																																		
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<p>Labor Day (NO SCHOOL).....5<sup>th</sup> Progress Reports.....20<sup>th</sup> Board Meeting @ Oden.....26<sup>th</sup></p>	SEPTEMBER '22	MARCH '23	<p>End of 3rd Nine Wks.(44 Days/287.32 hours).....10<sup>th</sup> Parent/Teacher Conference-Report Cards.....16<sup>th</sup> Spring Break.....20<sup>th</sup>-24<sup>th</sup> Board Meeting @ Oden.....27<sup>th</sup></p>																																																																																																		
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<p>Harvest Festival @ Acorn... 14<sup>th</sup> End of First Nine Wks.(41 Days/267.73).....18<sup>th</sup> Board Meeting @ Acorn.....24<sup>th</sup> Parent/Teacher Conference-Report Cards.....27<sup>th</sup> Halloween Carnival @ Oden.....29<sup>th</sup></p>	OCTOBER '22	APRIL '23	<p>Progress Reports.....19<sup>th</sup> Board Meeting @ Acorn.....24<sup>th</sup></p>																																																																																																		
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<p>Progress Reports.....16<sup>th</sup> Fall Break.....14<sup>th</sup> &amp; 15<sup>th</sup> Thanksgiving Break.....21<sup>st</sup>-25<sup>th</sup> Board Meeting @ Oden.....28<sup>th</sup></p>	NOVEMBER '22	MAY '23	<p>Acorn Graduation.....18<sup>th</sup> Oden Graduation.....19<sup>th</sup> End of 4th Nine Wks. (45 Days/293.85 hours).....19<sup>th</sup> Last Day of School (170 Days/1,110.10 hours).....19<sup>th</sup> Board Meeting @ Oden.....22<sup>nd</sup> Memorial Day (ORSD Closed).....29<sup>th</sup></p>																																																																																																		
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<p>End of 2nd Nine Wks.(40 Days/261.20).....22<sup>nd</sup> End of 1st Semester 82 Days).....22<sup>nd</sup> Board Meeting @ Acorn.....19<sup>th</sup> Christmas Break.....23<sup>rd</sup>-6<sup>th</sup></p>	DECEMBER '22	JUNE '23	<p>Board Meeting @ Acorn.....26<sup>th</sup></p> <p>School starts daily- 7:50 am School dismissal daily- 3:20 pm</p> <p><b>MP 1= 41 days/267.73 hours</b> <b>MP 2= 40 days/261.20 hours</b> <b>MP 3= 44 days/287.32 hours</b> <b>MP 4= 45 days/293.85 hours</b> <b>Total Instructional Days</b> <b>170/1,110.10 hours</b></p>																																																																																																		
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Snow days may be made up from holidays during the calendar year as noted on the school calendar. The other make up days are added at the end of the school year. The first week of June should not be considered as available until we reach a point in the year when inclement weather is no longer a factor.

Act 1469 of 2009 Requires a minimum of five additional days in the calendar to make up inclement weather or other unusual circumstances.

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

#### Local Policy

Date Adopted: August 28, 2008  
Last Revised: January 24, 2022

### **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>. More frequent communication is required with the parent(s) or legal guardian(s) of students who are performing below grade level.

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

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

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

Date Adopted: August 28, 2008  
Last Revised: June 25, 2018

### **3.31—Drug Free Workplace - Licensed Personnel**

The conduct of district staff plays a vital role in the social and behavioral development of our students. It is equally important that the staff have a safe, healthful, and professional environment in which to work. To help promote both interests, the district shall have a drug free workplace. It is, therefore, the district's policy that district employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use

of controlled substances, illegal drugs, inhalants, alcohol, as well as inappropriate or illegal use of prescription drugs. Such actions are prohibited both while at work or in the performance of official duties while off district property; violations of this policy will subject the employee to discipline, up to and including termination.

To help promote a drug free workplace, the district shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the district's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. (Insert substance abuse resources here.)<sup>1</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:

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

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

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

Date Adopted: August 28, 2008

Last Revised: March 28, 2016

### **3.31F—Drug Free Workplace Policy Acknowledgement**

#### **CERTIFICATION**

I, hereby certify that I have been presented with a copy of the Ouachita River School 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 \_\_\_\_\_

### **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>1</sup>

"FMLA" is the Family and Medical Leave Act

"Health Care Provider" means:

- a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
- b. 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;

- c. 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;
- d. 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
- e. 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” the twelve (12) month period of eligibility shall begin on July first of each school-year.<sup>3</sup>

### **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> 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> during FMLA leave of his/her current status and intent to return to work.

### **Return to Previous Position**

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

the teacher's former job assignment. The employee may not be restored to a position requiring additional licensure or certification.

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

## **Provisions Applicable to Section One**

### **Employee Notice to District**

#### **Foreseeable Leave**

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

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

When the need for leave is for reasons 3 or 4 listed above, the eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

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

#### **Unforeseeable Leave**

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

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

#### **Medical Certification**

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

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

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

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

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

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

### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.<sup>11</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>**

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

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

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

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

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

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

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

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

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

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

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

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

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

intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for twenty percent (20%) or less of the total number of working days over the period the leave would extend.

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

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

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

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

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

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

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

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

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

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

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

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

### **Leave Eligibility**

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

### **QUALIFYING EXIGENCY**

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

legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.<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 active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

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

### **Certification<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.

#### **Substitution of Paid Leave**

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

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

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

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

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

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

2. The return to employment would occur during the three (3) week period before the end of the semester.

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

## **SERIOUS ILLNESS**

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

### **Definitions**

"Covered Service member" is:

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

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

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

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

"Serious Injury or Illness":

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

"Son or daughter of a covered service member" means a covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.<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 service member and ends twelve (12) months after that date.



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

If a legally married couple are both eligible employees employed by the District, the legally married couple are entitled to a combined total of twenty-six (26) weeks of leave during one twelve (12) month period to care for their spouse, son, daughter, parent, or next of kin who is a covered service member with a serious injury or illness, as defined in this policy. The leave taken by a legally married couple who care for such a covered service member continues to be limited to a total of twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency during a year, as defined in this policy, regardless of whether or not the legally married couple uses less than a combined total of fourteen (14) weeks to care for a covered service member with a serious injury or illness; moreover, the legally married couple's twelve (12) weeks are combined when taken for reasons 1, 2, or to care for a parent under reason 3 in Section One. For example, a legally married couple who are both eligible employees and who care for such a covered service member for sixteen (16) weeks during a twelve (12) month period could:

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

#### **Medical Certification<sup>15</sup>**

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

#### **Employee Notice to District**

##### **Foreseeable Leave**

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

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

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

### **Unforeseeable Leave**

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

### **Substitution of Paid Leave**

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

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

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

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

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

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

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

If the employee chooses to transfer to an alternative position, the alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began.

Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances that required the need for the leave.

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

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

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

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

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

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

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

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

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

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

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

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 USC §§ 2601 et seq.  
29 CFR part 825

Date Adopted: August 28, 2008

Last Revised: April 27, 2020

### **3.32.1—Licensed Personnel COVID Emergency Leave**

The District provides up to an additional ten<sup>1</sup> (10) days of paid leave for its employees who meet both of the following requirements:

1. The employee:
  - a. Is ordered by the District, a medical professional, or the Arkansas Department of Health (ADH) to quarantine or isolate due to COVID-19 for one of the following reasons:
    - i. Testing positive for COVID-19;
    - ii. Experiencing COVID-19 symptoms and seeking a medical diagnosis; or
    - iii. Is a probable close contact or close contact.; or
  - b. Needs to care for a dependent who is subject to a quarantine or isolation order; and
2. The employee's job duties are not able to be performed remotely.

The employee is responsible for providing the District proof that the employee or the employee's dependent has received a quarantine or isolation order. The proof may be in any of the following forms, as applicable:

- A positive test result;
- Proof of receipt of a PCR test;
- A written quarantine or isolation order from the employee's or the employee's dependent's treating physician, the ADH, or the District's Point of Contact (POC); or
- Written notification of close contact or potential close contact status from ADH, the District POC, or another district's POC if the close contact is from another district.

In addition to other appropriate documentation, employees who intend to take leave under this policy due to the need to care for a dependent must submit a written statement indicating the relationship with the dependent, the dependent's age, and that the employee is the only individual capable of caring for the dependent.

Upon notification that an employee has received a quarantine or isolation order, The District shall review whether the employee has applicable leave remaining under the Families First Coronavirus Response Act (FFCRA) and this policy.

- If an employee has applicable leave under the FFCRA and this policy:
  - The District shall use available leave under the FFCRA first. The District shall use the employee's available FFCRA leave until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee's FFCRA leave;
  - The District shall automatically switch the employee to use leave under this policy, if available,<sup>2</sup> should the employee's quarantine or isolation order last longer than the employee's FFCRA leave; and
  - The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee's quarantine or isolation order last longer than the employee's available leave under the FFCRA or this policy.
- If an employee has applicable leave under the FFCRA or this policy but not both:
  - The District shall use the employee's available leave until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee's available leave; and
  - The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee's quarantine or isolation order last longer than the employee's available leave under the FFCRA or this policy.
- If an employee has no leave remaining under this policy or applicable leave under the FFCRA, then the District shall use another form of applicable District provided paid leave, if available.

An employee who receives COVID Emergency Leave shall be paid the employee's full daily rate of pay for up to ten<sup>1</sup> (10) days. The ten<sup>1</sup> (10) days of COVID Emergency Leave may, but is not required to, run consecutively. An employee shall not have days charged against the number the employee is eligible for under this policy for days when the employee is not expected to perform duties, such as holidays.<sup>3</sup> The ten<sup>1</sup> (10) days of paid leave provided under this policy shall be used for eligible leave before other forms of District provided paid leave are used, including sick leave, personal leave, and vacation.

An employee's eligibility to receive paid leave under this policy expires on June 30, 2021.

Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE  
3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE  
3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE ACT

Legal References: Commissioner's Memo COM-21-061  
29 C.F.R. Part 826

Date Adopted: August 31, 2020  
Last Revised: January 25, 2021

### **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

Date Adopted: August 8, 2008  
Last Revised:

### **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>

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

Date Adopted: August 28, 2008  
Last Revised: June 24, 2019

### **3.35—Licensed Personnel Benefits**

The Ouachita River School District provides its licensed personnel benefits consisting of the following.

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system;
4. One sick leave day per contract calendar month (or greater portion thereof) worked; and
5. Two Personal days.
6. Accumulation of two additional personal days; and
7. Conversion of unused personal days to sick days.

Legal Reference: A.C.A. § 6-17-201

#### **Local Policy**

Date Adopted: August 28, 2008  
Last Revised: April 18, 2011

### **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 Excellence and 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 References: A.C.A. § 6-17-201  
A.C.A. §§ 6-17-1501 et seq.  
A.C.A. §§ 6-17-2801 et seq.

Date Adopted: August 28, 2008  
Last Revised: April 27, 2020

### **3.37—Assignment of Teacher Aides**

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: August 28, 2008

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

District employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a District employee towards a student that would constitute bullying if the act had been performed by a student shall result in disciplinary action, up to and including termination. This policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor.<sup>1</sup> In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

Legal References: A.C.A. § 6-18-514  
DESE Rules Governing Student Discipline and School Safety

Date Adopted: August 28, 2008  
Last Revised: June 20, 2022

### **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

Date Adopted: August 28, 2008

Last Revised:

### **3.40—Licensed Personnel Duties as Mandated Reporters**

It is the statutory duty of school district employees to:

- If the employee has reasonable cause to suspect child abuse or maltreatment, then the employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline; by calling 1-800-482-5964; by calling the child maltreatment hotline at 1-800-482-5964 and submitting a report through fax to the child maltreatment hotline; or if the employee can demonstrate that the child maltreatment, neglect, or abuse is not an emergency, then the employee may notify the child maltreatment hotline through submission of a fax only. Failure to report suspected child abuse, maltreatment, or neglect through 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 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 employee in the ordinary course of his/her professional duties, then the 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>1</sup>.

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

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

Legal References:   A.C.A. § 6-18-110  
                          A.C.A. § 12-18-107  
                          A.C.A. § 12-18-201 et seq.  
                          A.C.A. § 12-18-302  
                          A.C.A. § 12-18-402

Date Adopted: [unknown] added May 8, 2011  
Last Revised: June 21, 2021

### **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 may become a part of a staff member's personnel record.

Date Adopted: [unknown] added April 18, 2011  
Last Revised: April 18, 2011

### **3.42—Obtaining and Releasing Student's Free and Reduced Price Meal Eligibility Information Obtaining Eligibility Information**

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

The District is required to inform households with children enrolled in District schools of the availability of the Programs and of how the household may apply for Program benefits. However, the District and anyone

employed by the district is **strictly forbidden** from **requiring** any household or student within a household from submitting an application to participate in the program. There are NO exceptions to this prohibition and it would apply, for example, to the offer of incentives for completed forms, or disincentives or negative consequences for failing to submit or complete an application. Put simply, federal law requires that the names of the children shall not be published, posted or announced in any manner.

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

### **Releasing Eligibility Information**

As part of the district's participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data's confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information<sup>2</sup> as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

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

The superintendent shall designate the staff member(s) responsible for making eligibility determinations. Release of eligibility information to other district staff shall be limited to as few individuals as possible who shall have a specific need to know such information to perform their job responsibilities. Principals, counselors, teachers, and administrators shall not have routine access to eligibility information or status.

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

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

Date Adopted: [unknown] added April 18, 2011

Last Revised: June 21, 2021

### **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.

Date Adopted: [unknown] added April 18, 2011

Last Revised: April 16, 2012

### **3.44—Licensed Personnel Workplace Injuries and Workers' Compensation**

The district provides Workers' Compensation (WC) Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the District Treasurer<sup>1</sup>. 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. 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.

The District may discipline an employee, up to and including termination of the employee's contract, if it is discovered that the employee:

1. Deliberately made false statements concerning the origin of an injury or the circumstances surrounding the injury; or
2. submitted a WC claim that the employee knew to be based substantially or entirely on false information.

An employee shall not be disciplined solely because the District's WC carrier denied the employee's WC claim.

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 WC 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 WC benefits.<sup>2</sup>

A WC absence may 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 WC 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 WC 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 WC 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 WC claim may not work at a non-district job until they have returned to full duties at their same or equivalent district job; those who violate this prohibition may be subject to discipline up to and including termination. This prohibition does NOT apply to an employee who has been cleared by his/her doctor to return to "light duty" but the District has no such position available for the employee and the employee's second job qualifies as "light duty".

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

- Will be charged for a day's sick leave for ~~the~~ all days missed until such time as the WC claim has been approved or denied;

- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight (8) or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for fourteen (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.

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  
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)

Date Adopted: April 18, 2011  
Last Revised: May 24, 2021

### **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. Except when expressly authorized by the employee's job duties, 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. Except when expressly authorized by the District employee's job duties and when District procedures have been followed, 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. The posting of prohibited material or posting without following proper procedures may result in disciplinary action against the District employee, up to and including termination or non-renewal.

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;
2. Add an employee, supervisor, or administrator to the list of contacts associated with his/her personal social media account;
3. Change the privacy settings associated with his/her personal social media account; or
4. 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)

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: April 18, 2011

Last Revised: May 24, 2021

## **3.46— Licensed Personnel Vacations**



240 day or greater contracted employees are credited with 10 days of vacation at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the daily rate for any days used but not earned.

Instructional Employees may not generally take vacation days during instructional time. All vacation time must be approved, in advance to the extent practicable, by the superintendent or designee. 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. Earned but unused vacation will be paid upon retirement, termination, or nonrenewal at the employee's current daily rate of pay.

Vacation days cannot be transferred from another school district.

#### **Local Policy**

Date Adopted: April 18, 2011

Last Revised: March 25, 2013

### **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 such funds they have collected daily 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 uses 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.

Date adopted: April 18, 2011

Last Revised: April 16, 2012

### **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 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 pepper spray 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>

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: March 25, 2013

Last Revised: June 24, 2019

### **3.49---Teachers' Removal of Students 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>1</sup>

A teacher may remove a student from class whose behavior the teacher has documented to be repeatedly interfering with the teacher's ability to teach the students in the class or whose behavior is so unruly, disruptive or abusive that it interferes with the ability of the student's other classmates to learn. Students who have been

removed from their classroom by a teacher shall be sent to the principal's or principal's designee's office for appropriate discipline.

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

1. Place the student into another appropriate classroom;
2. Place the student into in-school suspension;
3. Return the student to the class; or
4. Take other appropriate action consistent with the District's student discipline policies and state and federal law.

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

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

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

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

Date Adopted: March 25, 2013

Last Revised: June 21, 2021

### **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)

Date Adopted: June 17, 2013

Last Revised: June 24, 2019

### **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 office or health clinic;
- An ambulance or fire department rescue service;
- A fire department, fire protection district, or volunteer fire department; or
- A police department.

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

Legal Reference: A.C.A. § 6-19--120

Date Adopted: March 17, 2014

Last Revised: June 24, 2019

### **3.52—Written Code of Conduct for Employee Involved in Procurement with Federal Funds**

For purposes of this policy, "Family member" includes:

- An individual's spouse;
- Children of the individual or children of the individual's spouse;
- The spouse of a child of the individual or the spouse of a child of the individual's spouse;
- Parents of the individual or parents of the individual's spouse;
- Brothers and sisters of the individual or brothers and sisters of the individual's spouse;
- Anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual's spouse; or
- Anyone acting or serving as an agent of the individual or as an agent of the individual's spouse.

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

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

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

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

Small, minority, and women's businesses will be included in the Ouachita River School District's Child Nutrition Program procurement practices. The Arkansas Small Business Administration <http://www.sba.gov/ar> and the Arkansas Minority Business Directory <http://www.arkansasedc.com/minority-business-directory> will serve as a resource to determine if there are businesses that can effectively and competitively provide for the needs of the Child Nutrition Program.

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

**Local Policy**

Date Adopted: April 20, 2015

Last Revised: June 24, 2019

**DISCLOSURE OF LOBBYING ACTIVITIES  
APPROVED BY OMB  
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT  
TO 31 U.S.C. 1352  
(SEE REVERSE FOR PUBLIC DISCLOSURE)**

<b>1. Type of Federal Action:</b> a. Contract <b>b. Grant</b> C. Cooperative Agreement d. Loan c- Loan Guarantee f. Loan Insurance	<b>2. Status of Federal Action:</b> Bid/Offer/Application Initial Award Post award	<b>3. Report Type:</b> a. Initial Filing b. Material Change <b>For Material Change Only:</b> Year          Quarter _____ Date of Last Report
<b>4. Name and Address of Reporting Entity:</b> Prime          Sub awardee _____ Tier _____, if Congressional          District, if known:          known:		<b>5. If Reporting Entity in No. 4 Is Sub awardee, Enter Name and Address of Prime:</b> Congressional District, if known:
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable:	
<b>8. Federal Action Number: (if known)</b>	<b>9. Award Amount: (if known)</b>  \$	
<b>10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI)</b>	<b>b. Individual Performing Services: (including address if different from No. 10a) (Last name, first name, MI)</b>	
<b>11. Amount of Payment: (check all that apply)</b> Actual \$          Planned _____ One-Time Fee		<b>13. Type of Payment: (check all that apply)</b> Retainer Commission Contingency Fee Deferred f. Other: (specifr)
<b>12. Form of Payment: (check all that apply)</b> Cash   Nature In-kind (specify)          Value		
<b>Brief Description</b> of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contracted for payment indicated in Item 11: (Attach Continuation Sheets if necessary)		
<b>Continuation Sheets Attached:</b> Yes          No		
Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: Print Name: Title: Telephone Number: Date:

## **INSTRUCTIONS FOR COMPLETION OF SF-11 DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change to a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee; e.g., the first sub-awardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks Sub-awardee, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., RFP-DE-90-001.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
10. a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.  
b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



**UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) SUSPENSION AND  
DEBARMENT CERTIFICATION**  
**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion— Lower-  
Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants' Responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

**(Before completing certification, read instructions on reverse.)**

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

## **INSTRUCTIONS FOR SUSPENSION AND DEBARMENT CERTIFICATION**

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, and ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### **LOBBYING CERTIFICATION**

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

### **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 the bus after each trip. If a child is discovered through the bus walk, the driver will immediately notify the central office and make arrangements for transporting the child appropriately. If children are left on the bus after the bus walk through has been completed and the driver has left the bus for that trip, the driver shall be subject to discipline up to and including termination of the employee's classified contract.

Date Adopted: March 17, 2014

Last Revised:

### **3.54—Voluntary 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 unless the course being taught is one that meets the definition of a course that lends itself to large group instruction.

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>1</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.

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

Date Adopted: March 28, 2016

Last Revised: April 27, 2020

### **3.54F—Voluntary Teaching Instead of Preparatory Period and/or Extra Daily Students Contract Addendum**

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

1. Teacher has volunteered to teach a class on \_\_\_\_\_ instead of a preparatory period from \_\_\_\_\_ through \_\_\_\_\_;<sup>1,2</sup>
2. District agrees to pay Teacher for the loss of Teacher's preparatory period in the amount of \_\_\_\_\_;<sup>2</sup>
3. 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>
4. District agrees to pay teacher \_\_\_\_\_<sup>4</sup>.
5. This addendum between District and Teacher is in addition to and separate from any other contract between District and Teacher;
6. 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
7. 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: \_\_\_\_\_

Legal References: A.C.A. § 6-17-114  
A.C.A. § 6-17-812  
DESE Rules Governing Class Size and Teaching Load

Date Adopted: March 28, 2016

Last Revised: June 24, 2019

### **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:

- a. The employee has not been provided the prescribed PPE; or
- b. 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.

Date Adopted: February 26, 2018

Last Revised:

### **3.001 Personnel Policy Committee**

The Personnel Policy Committee will consist of eleven members. There will be three administrators on the committee consisting of the superintendent or his designee, a high school principal, and an elementary principal. There will be eight teachers on the committee. Two teachers will be from the elementary staffs and two teachers will be from the high school staffs of both the Acorn and Oden campuses. Each teacher will be elected by a majority vote of the faculty, of their respective campuses, of the ORSD (i.e. Acorn teachers elect Acorn representatives and Oden teachers elect Oden representatives).

Teachers will be elected for a term of two years. The terms will be set so that four teacher (one elementary and one high school for each campus) positions will come open each year. These positions should be filled as soon as possible at the beginning of each school year. If a teacher resigns his/her position on the committee, the position will be filled by a majority vote of the teachers of the respective campus and the teacher selected will serve for the remainder of the unexpired term.

The personnel policies shall include, but are not limited to, the following terms and conditions of employment:

1. Benefits
2. Compensation

3. Designation of work days
4. Holidays and non-instructional days
5. The annual calendar
6. Methods of evaluations
7. Extra duties
8. Leave
9. Grievances
10. Dismissal or non-renewal
11. Reduction in force
12. Assignment of teacher aides

#### Local Policy

Date Adopted: August 28, 2008

Last Revised:

### **3.002—Procedures for Handling Hazards**

1. Identifying Hazards  
The Department of Labor may conduct an annual Safety and Health Survey or Inspection. The Superintendent will make a periodic inspection.  
The Building Principal along with his/her appointees will make a day to day inspection of any area or condition that is a potential hazard.
2. Reporting Hazardous Conditions  
Each person in the building will be encouraged to report any hazardous area or condition to the building principal immediately. The Principal will make a written note of this report.
3. Controlling and Correcting Hazards  
Upon recording the existence of a hazard or potential hazard, the Building Principal will proceed immediately to correct the condition. This might include evacuating the building, calling in outside technical assistance, etc. Proper maintenance will be performed as needed and/or required to prevent hazards. Protective equipment will be used to protect personnel in the work place. The Nurse's office (first aid station) shall always be available. The School Nurse is present on campus every day. Many of the school personnel are trained to respond to emergency needs.
4. Training

Principals and personnel working in areas or conditions that might become hazardous will be trained to understand and spot potential hazards, follow rules and procedures and work practices to minimize hazardous conditions.

#### Local Policy

Date Adopted: August 28, 2008

Last Revised:

### **3.003—Substitute Teachers**

When a teacher has to be absent from school, the teacher is to call his/her principal, and the principal will secure the substitute teacher from a list approved by the superintendent. The teacher is to leave lesson plans for the substitute teacher to use while the teacher is not at school.

Date Adopted: August 28, 2008

Last Revised:

### **3.004—Safety and Health Program**

#### **POLICY STATEMENT**

It is the policy of the ORSD to provide a safe work place and environment for each employee. This print out is designed to help each employee comply with safety practices in their daily work and/or activity.

#### **Objectives of the Program**

The ORSD Safety Program is designed to prevent accidents and provide a safe work place. An effective safety and health program will promote efficiency of operation as well as economy.

#### **Discipline for Violation of Safety and Health Program**

Personnel who violate the District's efforts to promote and implement the Safety and Health Program will be warned about violation and the policy objectives and procedures of the program will be reviewed with the person in violation. If further violations occur, the violator will be summoned to the Superintendent of the School who will then deal with the person and situation.

#### **Responsibilities of Individuals**

##### **1. Superintendent**

The Superintendent is responsible for the overall Safety and Health Program. He is responsible for the existence and the implementation of the program by the building principals.

##### **2. The Principal**

The Building Principal is responsible for the District's Safety and Health Program in his/her building and any other area assigned by the Superintendent. The Principal will serve as Safety Officer and will plan and conduct safety meetings and safety and health workshops, etc. The Principal will be responsible for making and supervising periodical inspections of buildings and will see that all equipment is safe. Any unsafe condition or unsafe practices shall be noted and/or recorded and corrected as soon as possible. The Building Principal shall encourage teachers and staff to report any unsafe conditions or practices in the building. An accident report is required when any accident occurs.

The Principal shall require all parties involved, teachers and staff, to comply with safety rules, procedures, and policies.

##### **3. Employees**

Teachers and Staff shall be responsible for following safe practices and complying with the Safety and Health Program policies and procedures. Each teacher or staff member shall promptly inform the principal of any injury received in the building or on campus. Each teacher and staff member must wear protective equipment whenever necessary.

Date Adopted: August 28, 2008

Last Revised:

### **3.005 Non-Fraternization Policy**

It is the policy of the Ouachita River School District to maintain an environment and school climate conducive to learning, which promotes appropriate maturation and development of our students. In an appropriate school environment, the staff maintains a professional adult/student relationship with students at all times whether teaching or otherwise providing support and guidance to students, even outside of the school day. Staff holds a position of trust in relation to our students. To engage in relationships other than the professional adult/student relationship with our students is to breach that trust.



Staff is strictly prohibited from engaging in personal relationships with students which are outside the professional adult/student relationship OR which may give the appearance of being outside the professional adult/student relationship. This prohibition applies to in school or out of school situations so long as the staff member is an employee of the ORSD and a student is enrolled in the District.

**This Policy Explicitly Prohibits:**

- a) sexual, romantic, dating or flirting relationships between staff and students;
- b) touching between student and staff that give the appearance of intimacy between student and staff;
- c) conversations or correspondence, including telephone conversations and e-mail, of a sexual, or romantic nature or which give the appearance of intimacy between staff and student;
- d) social contacts between staff and student which give the appearance of a relationship prohibited by this policy;
- e) any behavior which gives the appearance that staff and student have a relationship prohibited by this policy.

**Staff Disciplinary Action**

Staff that violates this policy is subject to disciplinary action including immediate termination if the circumstances warrant. Staff that violates this policy is also subject to reporting to law enforcement authorities if the conduct is believed to constitute a crime under Arkansas law. A child abuse report will be made if abuse is suspected from the circumstances of the violation of this policy.

**Employee Reporting Responsibility**

All employees of the ORSD are required to report any conduct which may be a violation of this policy to the building supervisor. If a parent, student or person other than a District employee, reports a potential violation of this policy, such reports are to be immediately relayed to the building supervisor. Building supervisors are required to immediately report violations of this policy to the Superintendent. Failure to report conduct which may be a violation of this policy or to relay a report by a parent, student or non-employee may result in disciplinary action or immediate termination if the circumstances warrant.

**Parental Notification**

If disciplinary action is taken against an employee, a report is made to law enforcement, or a child abuse report is made for violation of this policy, the parents of the student involved in the violation of this policy will be notified of the student's involvement.

Date Adopted: August 28, 2008

Last Revised: