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LICENSED PERSONNEL

3.1—LICENSED PERSONNEL SALARY SCHEDULE

Certified personnel who obtain a certification in English as a Second language shall receive a \$500 yearly stipend.

For the purposes of the salary schedule, a teacher will have worked a “year” if he/she works at least 160 days. 80 days constitutes a half year on initial hire.

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 superintendent. The appropriate salary increase will be reflected in the next pay cycle provided it is at least thirty calendar days 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.

Non-Traditional Licensure Program

Each employee newly hired by the district to teach under the non-traditional licensure program (NTLP) shall initially be placed on the salary schedule in the category of a bachelor’s degree with no experience, unless the NTLP 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 NTLP’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 program (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.

The certified personnel salary schedule is based on training and experience and shall be reviewed by the board on a yearly basis. All teachers will be paid on the base salary schedule. Teachers recommended by the Superintendent will receive compensation for extra time and duty.

The teacher’s salary is for 190 days of school beginning the first week of school duty and ending the last week of school duty, except as otherwise provided. The contract salary may be paid in ten or twelve installments. These payments will be made the 15th of each calendar month.

The degree a teacher holds and the number of years experience as of September 1 of each year shall determine the contract salary on the (1) current salary schedule, (2) salary schedule for extra duty, and (3) salary schedule for

activities, for which a teacher will qualify for the current year. Experience in any K - 12 public school accredited by the appropriate state education agency is acceptable provided the teacher establishes proof of this experience. Substitute teaching, non-teaching graduate assistantships, teacher aides, private school teaching in schools not accredited by the North Central Association or other similar regional accrediting agencies, or military will be evaluated only at the time of initial employment. The Superintendent shall determine whether or not that experience is relevant to the employee's current assignment and may determine whether or not the experience shall be credited.

National Board Certified teachers will receive an annual stipend of \$2000.00 for the life of the certificate as applicable to the Arkansas Department of Education Rules Governing Eligibility and Financial Incentives for National Board for Professional Teaching Standards Revised January 2004, pursuant to A.C.A 6-11-105, 6-17-412, and 6-17-413. Upon receiving his/her original state payment for obtaining NBPTS certification, the teacher will provide documentation to the administration and will receive his/her school stipend paid in his/her next month's full pay period. All other NBPTS teachers will have their stipend included in their yearly school contract. Should the teacher separate from the district before the end of his/her contract, a prorated amount of the stipend will be deducted from their remaining scheduled salary payment/s.

**TEACHER SALARY 2020-2021
ADOPTED 3/19/18**

YRS	BSE	B+15	MSE	M+15	M+30	DOCTORATE
0	\$34,275	\$34,675	\$38,590	\$38,990	\$39,390	\$40,590
0.5	\$34,515	\$34,915	\$38,860	\$39,260	\$39,660	\$40,890
1	\$34,755	\$35,155	\$39,130	\$39,530	\$39,930	\$41,190
1.5	\$34,995	\$35,395	\$39,400	\$39,800	\$40,200	\$41,490
2	\$35,235	\$35,635	\$39,670	\$40,070	\$40,470	\$41,790
2.5	\$35,475	\$35,875	\$39,940	\$40,340	\$40,740	\$42,090
3	\$35,715	\$36,115	\$40,210	\$40,610	\$41,010	\$42,390
3.5	\$35,955	\$36,355	\$40,480	\$40,880	\$41,280	\$42,690
4	\$36,195	\$36,595	\$40,750	\$41,150	\$41,550	\$42,990
4.5	\$36,435	\$36,835	\$41,020	\$41,420	\$41,820	\$43,290
5	\$36,675	\$37,075	\$41,290	\$41,690	\$42,090	\$43,590
5.5	\$36,915	\$37,315	\$41,560	\$41,960	\$42,360	\$43,890
6	\$37,155	\$37,555	\$41,830	\$42,230	\$42,630	\$44,190
6.5	\$37,395	\$37,795	\$42,100	\$42,500	\$42,900	\$44,490
7	\$37,635	\$38,035	\$42,370	\$42,770	\$43,170	\$44,790

7.5	\$37,875	\$38,275	\$42,640	\$43,040	\$43,440	\$45,090
8	\$38,115	\$38,515	\$42,910	\$43,310	\$43,710	\$45,390
8.5	\$38,355	\$38,755	\$43,180	\$43,580	\$43,980	\$45,690
9	\$38,595	\$38,995	\$43,450	\$43,850	\$44,250	\$45,990
9.5	\$38,835	\$39,235	\$43,720	\$44,120	\$44,520	\$46,290
10	\$39,075	\$39,475	\$43,990	\$44,390	\$44,790	\$46,590
10.5	\$39,315	\$39,715	\$44,260	\$44,660	\$45,060	\$46,890
11	\$39,555	\$39,955	\$44,530	\$44,930	\$45,330	\$47,190
11.5	\$39,795	\$40,195	\$44,800	\$45,200	\$45,600	\$47,490
12	\$40,035	\$40,435	\$45,070	\$45,470	\$45,870	\$47,790
12.5	\$40,275	\$40,675	\$45,340	\$45,740	\$46,140	\$48,090
13	\$40,515	\$40,915	\$45,610	\$46,010	\$46,410	\$48,390
13.5	\$40,755	\$41,155	\$45,880	\$46,280	\$46,680	\$48,690
14	\$40,995	\$41,395	\$46,150	\$46,550	\$46,950	\$48,99
14.5	\$41,235	\$41,635	\$46,420	\$46,820	\$47,220	\$49,290
15	\$41,475	\$41,875	\$46,690	\$47,090	\$47,490	\$49,590
15.5	\$41,715	\$42,115	\$46,960	\$47,360	\$47,760	\$49,890
16	\$41,955	\$42,355	\$47,230	\$47,630	\$48,030	\$50,190
16.5	\$42,195	\$42,595	\$47,500	\$47,900	\$48,300	\$50,490

17	\$42,435	\$42,835	\$47,770	\$48,170	\$48,570	\$50,790
17.5	\$42,675	\$43,075	\$48,040	\$48,440	\$48,840	\$51,090
18	\$42,915	\$43,315	\$48,310	\$48,710	\$49,110	\$51,390
19	\$43,395	\$43,795	\$48,850	\$49,250	\$49,650	\$51,990
19.5	\$43,635	\$44,035	\$49,120	\$49,520	\$49,920	\$52,290
20	\$43,875	\$44,275	\$49,390	\$49,790	\$50,190	\$52,590
20.5	\$44,115	\$44,515	\$49,660	\$50,060	\$50,460	\$52,890
21	\$44,355	\$44,755	\$49,930	\$50,330	\$50,730	\$53,190
21.5	\$44,595	\$44,995	\$50,200	\$50,600	\$51,000	\$53,490
22	\$44,835	\$45,235	\$50,470	\$50,870	\$51,270	\$53,790
22.5		\$45,475	\$50,740	\$51,140	\$51,540	\$54,090
23		\$45,715	\$51,010	\$51,410	\$51,810	\$54,390
23.5		\$	\$51,280	\$51,680	\$52,080	\$54,690
24		\$	\$51,550	\$51,950	\$52,350	\$54,990
24.5		\$	\$	\$52,220	\$52,620	\$55,290
25		\$	\$	\$52,490	\$52,890	\$55,590
25.5		\$	\$	\$	\$53,160	\$55,890
26		\$	\$	\$	\$53,430	\$56,190

CERTIFIED STAFF SALARY SCHEDULE

Teacher Salary Base \$34,275
 Number of Days for Nine Month Teachers190

FORMULA FOR SALARIED EMPLOYEES:

Daily Rate for Classroom Teacher _____
 Times Number of Contract Days _____
 Equals Teacher Pay _____
 Times Responsibility Factor _____
 Equals Total Salary _____

Responsibility Factors: (Certified)		<u>No. Days</u>	<u>Fringe Benefits</u>
Superintendent	1.72	241	Car + \$3,000
Assistant Superintendent for Federal Programs and Secondary Education/ Equity Coordinator	1.37	241	Travel 720
Assistant Superintendent for Transportation and Facilities	1.39	241	Travel 720
Assistant Superintendent of Special Services	1.37	241	Travel 720
District Curriculum Coordinator	1.37	241	Travel 720
District School Improvement Specialist	1.37	241	Travel 720
Special Services Coordinator	1.27	241	Travel 720
High School Principal	1.20	241	Travel 720
Assistant High School Principal	1.17	209	Travel 480
Jr. High School Principal	1.19	241	Travel 720

Assistant Jr. High School Principal	1.165	209	Travel 480
Elementary Principal	1.18	241	Travel 672
Assistant Elementary Principal	1.16	209	Travel 480
Alternative Ed Administrator	.02	241	
504 Coordinator	0.03	190	
Dean of Students	\$5000		
Perkins Grant Facilitator	\$3000		
Direct Instruction Coordinator	\$3000		
Dyslexia Interventionist Coordinator	\$3000	200	Travel \$720

STIPEND SCHEDULE

ASSIGNMENT	DAYS	
ABC Coordinator	227	.13
G/T Coordinator	209	.05
Band Director	227	.14
Assistant Band Director	209	.11
Jr. High Band Director	227	.11
Cheerleader Sponsor	209	.05
Activities Director	241	.14
ROTC Instructor	241	PLUS \$1500
Co-Activities Director	241	.07
Gate Security Scheduling		.11
HAPS Student Council Sponsor	190	.02
HHS Student Council Sponsor	190	.05

Yerger Student Council Sponsor	190		.02
Beryl Henry Leadership Council Sponsor	190		.02
Clinton Primary Leadership Council Sponsor	190		.02
Quiz Bowl Coach (per campus)	190		.03
Parent Involvement Facilitator (Building)	190		.03
Parent Involvement Facilitator (District)	240		.02
ELL Coordinator	209		.05
Commuting Teacher (between 2 or more campuses)			\$360 travel
Yearbook Advisor	\$1000		
Special Education Teacher	201		
HAPS Teacher		200	
HAPS Counselor	219		
Homebound Tutoring			\$30 (per hour)
After School Tutoring			\$30 (per hour)
Summer School			\$30 (per hour)
PD hours required by admin above 60			\$30 (per hour)
Extra Duty pre approved by admin			\$30 (per hour)
Testing Coordinator campus and District			\$2000
Summer School Administrator			Daily Rate
Creative Action Team School Director	241	1.17	.02
Instructional Facilitator	209		

ATHLETIC STIPEND SCHEDULE:

1. The head football, men's and women's basketball coaches will be placed on an index of .14.
If a second sport is coached an index of .025 will be paid.
2. Based on coaching 2 sports, all other coaches will be placed on an index of .11.
If more than two sports are coached, an index of .025 per sport will be paid (a coach with only one sport will be paid .025)
3. Coaching assignment(s) will be specified on contracts.
4. Athletic Trainer - 241 day contract and .14 multiplier

FORMULA FOR SALARIED EMPLOYEES:

Daily Rate for Classroom Teacher _____
Times Number of Contract Days _____
Equals Teacher Pay _____
Times Responsibility Factor _____
Equals Total Salary _____

Date Adopted:6/15/15
Last Revised:6/20/2016

3.2—LICENSED PERSONNEL EVALUATIONS

Evaluations of licensed personnel shall be undertaken at least annually.

Evaluations shall be based on a combination of scheduled and informal observations. Additional and more frequent informal observations will be done should it be determined by the administration that the observations would be helpful in addressing performance problems. Teacher Excellence Support System will be the evaluation system used for all licensed personnel. Leader Excellence and Development System will be the evaluation system for administrators.

- Experienced transfer educator - educator having three or more years of experience and transferring into the district shall be placed in track one for one school year.

Legal References: A.C.A. § 6-17-1504

Date Adopted:6/15/15

Last Revised:6/20/16

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:6/15/15

Last Revised:

3.4—LICENSED PERSONNEL REDUCTION IN FORCE

SECTION ONE

The Hope 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 of Accreditation for Arkansas Public Schools and/or the North Central Association; and the needs of the district. A reduction in force will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the school district, and by examining the staffing of the district in each licensure area and/or, if applicable, specific grade levels.

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.

Option 2

If a reduction in force becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade level on the basis of each employee's points as determined by the schedule contained in this policy. The teacher with the fewest points will be non-renewed or terminated first. In the event of a tie between two (2) or more employees, the teacher(s) shall be retained whose name(s) appear first in the board's minutes of the date of hire. There is no right or implied right for any teacher to "bump" or displace any other teacher. Being employed fewer than one hundred sixty (160) days in a school year shall not constitute a year. It is each teacher's individual responsibility to ensure his/her point totals are current in District files.

Points

- 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, or conditional on the fulfillment of additional course work or passing exams or any other requirement of the Division of Elementary and Secondary Education, other than the attainment of annual professional development training.

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

Recall

Option 1

There shall be no right of recall for any teacher.

Option 2

For a period of up to two (2) years from the date of board action on the teacher's non-renewal or termination recommendation, a teacher who is non-renewed from a 1.0 full time equivalent (FTE) position under this policy shall be offered an opportunity to fill any 1.0 FTE position vacancy for which he or she is required to hold a license as a condition of employment and for which he or she is qualified by virtue of education, license, or experience, as determined by the job requirements developed by the superintendent or designee.

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

A non-renewed or terminated teacher shall be eligible to be recalled for a period of two (2) years in the reverse order (i.e. the teacher with the highest points will be recalled first and the teacher with the lowest points will be recalled last) of the non-renewal or termination to any position for which he or she is qualified. Notice of vacancies shall be by first class mail to all teachers reasonably believed to be both qualified for and subject to rehire for a particular position and the non-renewed or terminated teachers shall have ten (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 ten (10) day time period. A lack of response, as evidenced by a teacher's failure to respond within ten (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 (2) 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

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.

Option B

The employees of any school district which annexes to, or consolidates with, the Hope School District will be subject to dismissal or retention at the discretion of the school board, on the recommendation of the superintendent, solely on the basis of need for such employees on the part of the Hope School District, if any, at the time of the annexation or consolidation, or within ninety (90) days after the effective date of the annexation or consolidation. The need for any employee of the annexed or consolidated school district shall be determined solely by the superintendent and school board of the Hope School District.

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

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

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

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

Legal Reference: A.C.A. § 6-17-2407

Date Adopted:6/15/15
Last Revised:4-23-2020

3.5—LICENSED PERSONNEL CONTRACT RETURN

An employee shall have thirty (30) days from the date of the receipt of their 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 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.

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

Date Adopted:6/15/15

Last Revised:

3.6—LICENSED PERSONNEL EMPLOYEE TRAINING

Unless otherwise directed by a supervisor, all employees shall attend all local professional development training sessions as directed by a supervisor.

The District shall develop and implement a plan for the professional development of its licensed employees. The District's plan shall, in part, align District resources to address the professional development activities identified in each school's ACSIP. The plan 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 professional development activities' effectiveness in improving student performance and closing achievement gaps.

Each licensed employee shall receive a minimum of sixty (60) hours of professional development annually to be fulfilled between July 1 and June 30 or June 1 and May 31.¹ Licensed employees are required to obtain their sixty (60) hours of approved professional development each year over a five-year period as part of licensure renewal requirements. Professional development hours earned in excess of sixty (60) in the designated year cannot be carried over to the next year.

Licensed employees who are prevented from obtaining the required professional development 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 professional development shall be made up with professional development that is substantially similar to that which was missed. This time extension does not absolve the employee from also obtaining the following year's required 60 hours of professional development. Failure to obtain required professional development or to make up missed professional development could lead to disciplinary consequences, up to termination or nonrenewal of the contract of employment.

The goal of all professional development activities shall be improved student achievement and academic performance that results in individual, school-wide, and system-wide improvement designed to ensure that all students demonstrate proficiency on the state's assessments. The District's professional development plan shall demonstrate scientifically research-based best practice, and shall be based on student achievement data and in alignment with applicable ADE Rules and/or Arkansas code.

Teachers and administrators shall be involved in the design, implementation, and evaluation of the plan for their own professional development. The results of the evaluation made by the participants in each program shall be used to continuously improve the District's professional development offerings and to revise the school improvement plan.

Flexible professional development hours (flex hours) are those hours which an employee is allowed to substitute professional development activities, different than those offered by the District, but which still meet criteria of either the employee's Individual Improvement Plan or the school's ACSIP, or both. The District shall determine on an annual basis how many, if any, flex hours of professional development it will allow to be substituted for District scheduled professional development 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 professional development activities. Employees must receive advance

approval from the building principal for activities they wish to have qualify for flex professional development

hours. To the fullest extent possible, professional development 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 sixty (60) hour requirement shall equal one contract day. Hours of professional development earned by an employee that is not at the request of the District and is in excess of sixty (60) or not pre-approved by the building principal shall not be credited toward fulfilling the required number of contract days for that employee.² Hours earned that count toward the required sixty (60) also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for professional development hours earned at the request of the District that necessitate the employee work more than the number of days required by their contract.

Teachers and administrators who, for any reason, miss part or all of any scheduled professional development activity they were required to attend, must make up the required hours in comparable activities which are to be pre-approved by the building principal.

To receive credit for his/her professional development activity each employee is responsible for obtaining and submitting documents of attendance, or completion for each professional development activity he/she attends. Documentation is to be submitted to the building principal or designee.

At least six (6) of the sixty (60) annual hours shall be in the area of educational technology.

Teachers are required to receive at least two hours annually of their sixty (60) required hours of professional development designed to enhance their understanding of effective parental involvement strategies. Up to once every five (5) years, an educator may substitute no more than three (3) hours of the required training related to child maltreatment for the parental involvement training requirement.

All licensed personnel shall receive two (2) hours of professional development in teen suicide awareness and prevention one (1) time every five (5) school years which may be obtained by self-review of suitable suicide prevention materials approved by ADE.

Teachers who provide instruction in Arkansas history shall receive at least two (2) hours of professional development in Arkansas history as part of the sixty (60) hours required annually.

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

At least once every three (3) years, persons employed as athletics coaches, shall receive training related to concussions, dehydration, or other health emergencies as well as students' health and safety issues related to environmental issues and communicable diseases.

All licensed personnel shall receive at least two (2) hours of training related to child maltreatment within twelve (12) months of their initial licensure and/or the renewal of their license. The training curriculum shall meet the criteria established by ADE Rule which shall be based on the curriculum approved by the Arkansas Child Abuse/Rape/Domestic Violence Commission. Up to once every five (5) years, an educator may substitute no

more than three (3) hours of the required training related to child maltreatment for the parental involvement training requirement. For the purposes of this training, "licensed personnel" includes school social workers, psychologists,

and nurses.

All licensed personnel shall receive training related to compliance with the District's antibullying policies.

Administrators are required to receive at least three hours annually of their sixty (60) required hours of professional development designed to enhance their understanding of effective parental involvement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parental participation.

For each administrator, the sixty (60) hour professional development requirement shall include training in data disaggregation, instructional leadership, and fiscal management, including without limitation the Initial, Tier 1, and Tier 2 training required for superintendents and district designees by ADE's Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements.

The superintendent, assistant superintendent, and grades 7-12 principal, assistant principal and guidance counselor³ are required to participate in professional development on the availability of, eligibility requirements for, and the process of applying for state-supported student financial assistance. Unless obtained as part of their previous position of employment, affected employees who are new to their position shall receive three (3) hours of such training within the first year in their new position. Subsequently, all affected employees shall receive one (1) hour of such training annually.

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 sixty (60) hours of professional development required annually.

Licensed personnel may earn up to twelve (12) hours of professional development 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 the state law and current ADE rules that deal with professional development. The hours may be earned through online professional development approved by the ADE provided the professional development relates to the district's ASCIP and the teacher's professional growth plan.

Teachers are eligible to receive fifteen (15) professional development hours for a three-hour college course that meets the criteria identified in law and the applicable ADE rules. The board shall determine if the hours earned apply toward the required sixty (60). A maximum of thirty (30) such hours may be applied toward the sixty (60) hours of professional development required annually.

Employees who do not receive or furnish documentation of the required annual professional development jeopardize the accreditation of their school and academic achievement of their students. Failure of an employee to receive sixty (60) hours of professional development in any given year, unless due to illness as permitted by law, ADE Rule, and this policy, shall be grounds for disciplinary action up to and including termination.

Approved professional development activities may include conferences, workshops, institutes, individual learning, mentoring, peer coaching, study groups, National Board for Professional Teaching Standards Certification, distance learning, internships, District /school programs, and approved college/university course

work. Professional development activities should be consistent with the objectives developed by the National Staff Development Council Standards.

Professional development activities shall relate to the following areas: content (K-12); instructional strategies; assessment; advocacy/leadership; systemic change process; standards, frameworks, and curriculum alignment; supervision; mentoring/coaching; educational technology; principles of learning/developmental stages; cognitive research; parent involvement; building a collaborative learning community; and student health and wellness.

Cross-Reference: Policy 5.4-- STAFF DEVELOPMENT PROGRAM

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04
ADE Rules Governing Professional Development
ADE Rules Governing the Arkansas Financial Accounting and Reporting System
and Annual Training Requirements

A.C.A. § 6-5-405
A.C.A. § 6-10-122, 123
A.C.A. § 6-15-404(f)(2)
A.C.A. § 6-15-1004(c)
A.C.A. § 6-15-1703
A.C.A. § 6-17-703
A.C.A. § 6-17-704
A.C.A. § 6-17-705
A.C.A. § 6-17-708
A.C.A. § 6-17-1202
A.C.A. § 6-20-2204
A.C.A. § 6-20-2303
A.C.A. § 6-61-133

Date Adopted:6/15/15

Last Revised: 6/20/16

**Teacher Cadet
Future Teacher
Hiring Program**

Hope Public School Pledges to:

- **Provide for release time and flexible scheduling for Teacher Cadet graduates to attend college courses.**
- **Hire Teacher Cadet graduates from HHS as paraprofessionals in district buildings as positions are available, provided Cadets meet the following criteria;**
 - **90% attendance rate in Jr./Sr. years of HS**
 - **2.75 or higher GPA**
 - **Passing Score on the district Paraprofessional exam**
 - **Completion and passing of Background check**
- **Hire as a full time teacher Teacher Cadets who complete their professional licensure requirements w/ADE. These hirings are subject to availability of positions in the district.**

Teacher Cadet Graduate pledges to:

- **Perform duties of district instructional paraprofessional**
- **Work for the Hope School District upon completion of licensure requirements. If position in the HPS system is available.**
- **Work in the HPS school system for a minimum of 2 years after completion of licensure.**

3.7—LICENSED PERSONNEL 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.

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 drive²;
2. Have undergone a physical examination, which shall include a drug test, by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certificate of school bus driver in service training.

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

- The district receiving a negative drug test result for that employee;
- 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; 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 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.

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.

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:

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

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

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

Legal References: A.C.A. § 6-19-108
 A.C.A. § 6-19-119
 A.C.A. 27-23-105
 A.C.A. § 27-23-201 et seq.
 A.C.A. § 27-51-1504
 49 C.F.R. § part 40
 49 C.F.R. § 382.101 – 605
 49 C.F.R. § 382.701 et seq.
 49 C.F.R. § 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: 6/05/15

Last Revised: 4-23-2020

3.8—LICENSED PERSONNEL SICK LEAVE

Date Adopted: 06/05/08
Amended: 07/19/2010
Updated : 06/20/2016

PROFESSIONAL LEAVE

It shall be the policy of the Hope Public Schools to adhere to Ark. Code Ann. 6-17-702.

A teacher may be granted school business leave for worthwhile endeavors, including (1) accompanying students to contests, workshops, or events; and (2) teacher in-service events. All school business leave must have prior approval of the superintendent.

EXCHANGE TEACHING

The term “exchange teacher” applies both to teachers from foreign countries and to teachers from other American communities who come to our community on a direct exchange formally approved by the superintendent. Official arrangements will include assurances that the teacher is properly certified and qualified for work in the district schools.

Teachers may apply for and be granted a 12-month leave of absence to permit them to teach in schools in foreign countries. Teachers on leave for this purpose may also request and be granted a 12-month extension in time to permit a second year in such assignment. Upon returning to the district school system, the teacher will not ordinarily be granted another leave of absence for this same purpose until five additional years of teaching in the district schools is completed.

TEACHER PERSONAL BUSINESS LEAVE DAY

A teacher under contract for an entire school term shall be allowed two (2) days absence at full pay for personal reasons as determined by the teacher. This leave shall be non-cumulative and can be taken at the convenience of the teacher provided that it meets the following criteria:

It is not the day before or after a scheduled school holiday.

Teachers are discouraged from using these days during the month of May.

3.8.1 ATTENDANCE INCENTIVE PROGRAM

The Board and the Staff recognize that work attendance by teachers is important to the continuity of instruction. Also, the board and the association agree that good work attendance is a responsibility accepted by any teacher who executes a contract with the district. In an effort to reduce absenteeism by the teaching staff, the board and the association agree to adopt an Attendance Incentive Program.

1. \$500 per teacher will be allocated as an incentive award for those who use no sick leave during the school year, and \$100 per teacher allocated as an incentive award for those who use no business leave during the school year.
2. An individual who has accumulated ninety (90) days leave will be allowed three days combination business or sick leave before \$50 will be subtracted from the individual \$500 allocation for each day of sick leave used by the individual teacher, and \$50 will be subtracted from the \$100 allocated for each day of business leave used by the individual teacher.
3. The attendance incentive will be applicable to all certified personnel, including extended contract personnel, for the 190 teacher contract days.
4. Attendance incentive payment will be distributed to all certified personnel in June payroll check.
5. Personnel retiring under the Arkansas Teacher Retirement System with ten (10) or more years of service with Hope School District shall be rewarded at a rate of \$50 per day up to 120 days, for accumulated sick leave. Retiring is defined as having attained age 60 or having 25 years of credited service and beginning to receive retirement benefits from the Arkansas Teacher Retirement System. If a person is rehired after retiring, he/she must accumulate ten (10) years from the date of rehiring to receive this benefit again.

3.9—LICENSED PERSONNEL SICK LEAVE BANK

Date Adopted: 06/28/04
Amended: 06/19/06
Amended: 06/05/08
Amended: 06/15/15
Updated: 06/20/16
Updated: 06/18/18

The Sick Leave Bank is set up to help members in recurring, chronic, or catastrophic illnesses or disabilities occurring to the member or to the member's immediate family as defined in Policy GBRIB (Sick Leave Policy). Routine parental leave does not qualify.

A member shall not be granted any days from the Sick Leave Bank until he/she has exhausted all other sources of leave. The member must use all personal days before requesting days from the Sick Leave Bank. All twelve (12) month employees must use all their vacation days as allowed in policy GBRIE before making a request. A member may not request more than a maximum of 20 days per contract year or one (1) day for each year of service to the Hope School District, whichever is greater.

A. ELIGIBILITY

1. The Sick Leave Bank is to be set up for certified employees of the Hope School District.
2. To participate, the employee must contribute one (1) day of sick leave to the Sick Leave Bank when he/she becomes a member or as stated in section B Maintenance, number 1.
3. An employee may become a member by enrolling no later than September 1. At such time, he/she will be assessed one (1) day. New employees hired during the year may become a member at the time of employment. He/she will be assessed one (1) day at this time.

B. MAINTENANCE

1. Members will be assessed for days when the Sick Leave Bank has reached a point of near depletion (100 days). Failure to donate will result in termination of sick leave bank membership.

2. Members will only donate one (1) day at a time by submitting a signed release.
3. Days assessed cannot be returned to employees and will be carried forward in the Sick Leave Bank.
4. A member utilizing sick leave days from the bank will not have to replace those days except as a regular contributing member.
5. Existing employees and new employees with accumulated sick leave days must use days already accumulated in lieu of appropriated days.
6. Those with no accumulated sick days would have to sacrifice one incentive (\$50) day.

C. ADMINISTRATION

1. An eight (8) member committee will oversee the administration of the Sick Leave Bank with the assistance of the Superintendent. The committee will consist of 1 Administrator, 2 from Clinton Primary, 1 from Beryl Henry Elementary, 1 from Yerger, 2 from High School/Garland and 1 from the Personnel Policy Committee.
2. Each campus will elect representatives to the Sick Leave Bank Committee. Each representative will serve a term of two (2) years from the time he/she is elected. (These terms will be rotated every other year so the committee will always have a member with experience serving). The first terms will consist of 2 and 3-year terms. The Sick Leave Bank Committee will elect a chairperson and a secretary who will keep records of all meetings.
3. The district payroll clerk will keep the records of the Sick Leave Bank.
4. The Sick Leave Bank Committee will determine the need for activating the Sick Leave Bank, upon receipt of a Sick leave Request Form. This form is to be completed in full and submitted to the Sick Leave Bank Chairperson by the employee or his/her representative, if the employee is unable to do so. The application must be accompanied by a physician's statement. (Request form should be submitted at or near depletion of accumulated sick leave and before payroll deduction is made.) If forms are not completed in full, the forms will be sent back to the employee making the request. The committee will not meet until all information is given
5. Upon receipt of application, the committee will call a meeting as soon as possible.
6. If the Sick Leave Bank Committee has questions concerning an application, the person or his/her representative submitting the application may be asked to meet with the committee before a decision is made.

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: A.C.A. § 6-17-114 (a)(d)

Date Adopted:6/15/15

Last Revised:

3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

Date Adopted:	6/05/08
Amended:	6/15/15
Updated:	6/20/16
Updated:	6/18/18

PROFESSIONAL LEAVE

It shall be the policy of the Hope Public Schools to adhere to Ark. Code Ann. 6-17-702.

A teacher may be granted school business leave for worthwhile endeavors, including (1) accompanying students to contests, workshops, or events; and (2) teacher in-service events. All school business leave must have prior approval of the superintendent.

EXCHANGE TEACHING

The term “exchange teacher” applies both to teachers from foreign countries and to teachers from other American communities who come to our community on a direct exchange formally approved by the superintendent. Official arrangements will include assurances that the teacher is properly certified and qualified for work in the district schools.

Teachers may apply for and be granted a 12-month leave of absence to permit them to teach in schools in foreign countries. Teachers on leave for this purpose may also request and be granted a 12-month extension in time to permit a second year in such assignment. Upon returning to the district school system, the teacher will not ordinarily be granted another leave of absence for this same purpose until five additional years of teaching in the district schools is completed.

TEACHER PERSONAL BUSINESS LEAVE DAY

A teacher under contract for an entire school term shall be allowed two (2) days absence at full pay for personal reasons as determined by the teacher. This leave shall be non-cumulative and can be taken at the convenience of the teacher provided that it meets the following criteria:

- (1) It is not the day before or after a scheduled school holiday.

Teachers are discouraged from using these days during the month of May.

SICK LEAVE

A teacher under contract shall be allowed one day sick leave at full pay for each month taught under the contract until a maximum of one hundred twenty (120) days has been accumulated. The total number of days which the teacher may receive under the present contract is effective on the date the teacher is required to report for work at the beginning of the school term. Teachers employed after the term begins or on a part-time basis may accumulate sick leave at the rate of one day for each month left in the school year.

The maximum number of days provided under this policy shall not exceed the one hundred and twenty (120) days accumulated at no expense to the teacher. For all absences in excess of those described above, a deduction in the amount of the employee's daily pay rate shall occur. Daily pay rate is calculated by dividing the total salary of the employee by the number of contracted days.

Sick leave covers sickness of a full-time teacher or the death or illness of the teacher's spouse, children, parents, grandparents, and/or other relatives living in the same household as the teacher. One day of sick leave may be allowed as unspecified bereavement. Sick leave shall also include any illness of the teacher **including any** disability connected with or resulting from pregnancy. Sick leave may be used for pregnancy or adoptive parent purposes.

In order for sick leave to be claimed, the teacher will notify the principal of the necessity of being absent. The teacher must complete a sick leave form and file with the principal upon return to work. An accurate, up-to-date record of all sick leaves will be maintained in the office of the superintendent. A physician's statement may be required for proof of illness or injury for the use of more than three (3) consecutive sick leave days. This policy shall not provide reimbursement for the unused portion of any sick leave accumulated by a teacher. A statement of accumulated sick days and personal business days will be provided.

The teacher may transfer up to ninety (90) days of unused sick leave to another school district in Arkansas. This school district will accept up to ninety (90) days unused sick leave from any district in Arkansas provided a statement of the number of days is received from the school district.

For employees who request leave under the Family Medical Leave Act, such leave shall run concurrently with accumulated sick leave until such leave is exhausted. After all paid sick leave is exhausted all further **Family**

Medical Leave time shall be unpaid.

Any full-time employee, whose spouse is also a full-time employee of the school district, may use sick leave accumulated by that spouse, provided that the employee requiring the sick leave has no accumulated days of leave and the spouse consents in writing to the use of his/her accumulated days.

MILITARY LEAVE

The school district will follow requirements of Arkansas state law in regard to granting leave of absence for military and civil defense duty. See Ark. Code Ann. 6-17-306 in appendix.

BEREAVEMENT

Each teacher will be granted three (5) days of bereavement leave per school year in the event of the death of an immediate family member of the employee or employee's spouse. Immediate family member shall include mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, husband, wife, child, son-in-law, daughter-in-law, grandchild, grandparent or any relative living in the same household. Bereavement Leave Days are not accumulative. Sick leave days will be used for additional days needed.

VACATION LEAVE FOR 12 MONTH EMPLOYEES

All twelve month employees shall be granted days off for vacation (10 per year) and the following holidays: July 4th, Labor Day, Thanksgiving holidays, Christmas Eve, Christmas, New Years, Memorial Day and one other holiday as granted by the school calendar. Vacation days may be accumulated up to twenty (20) days. The accumulated vacation days beyond twenty (20) will be forfeited after August 15th of each year.

Vacation days may not be taken before or after a scheduled school holiday.

All 241 day employees who have accumulated unpaid vacation days will be reimbursed for up to 20 days at their total daily rate of pay upon resignation or retirement from the school district.

3.11.1-- EXTENDED MONTH EMPLOYEE CONTRACT SUBSTITUTION

Date Adopted: 05/15/00
Amended: 06/13/05
Amended: 06/19/06
Amended: 06/15/09
Amended: 07/19/10
Updated: 06/18/18

Personnel who are contracted for extended days are eligible to substitute non-contract days for the extended contract days provided they are pre-approved by the Supervisor, Principal, and Superintendent. The approval process is as follows:

1. Submit 'Extended Month Employee Substitution Form' to the Supervisor, Principal, and Superintendent at least 5 days prior to the scheduled no-contract days are pre-approved.
2. Approved days will not be allowed to substitute for the 178 student instructional days, parent conferences, or the required ten days of staff development.
3. Accumulation of extended days from the previous school year must be taken before August 15.

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.

Legal References: A.C.A. § 12-12-913 (g) (2)
 Arkansas Department of Education Guidelines for “Megan’s Law”
 A.C.A. § 5-14-132

Date Adopted:6/15/15
Last Revised:

3.13—LICENSED PERSONNEL PUBLIC OFFICE

Date Adopted: 6/15/15

The individual and personal rights and freedoms of district employees are no less than other citizens who are expected to assume the full responsibilities of citizens living in a democracy. These rights include voting or refraining from voting; discussing the social, political, and economic issues of the day in public meetings; participating actively in the political party of their choice by attending party functions, contributing to the support of the party, campaigning in the community for its candidates, serving as an official in the party, and subject to the conditions set forth in #3 below, becoming a candidate for public office and holding such office if elected or appointed.

The political activity of a staff member, however, must not compromise his/her professional integrity. He/She must not misuse his/her school position to prevent the academic process in the interests of his/her own political ambitions or those in a political group.

A school employee will, in sum, be free to act as he/she desires in the discharge of his/her political responsibilities unless it can be shown that his/her behavior is affecting his/her professional performance in a demonstrably deleterious manner or in violation of board policies and regulations.

Therefore,

1. School employees engaging in political activity will make it clear that they are speaking and acting as individuals and that they do not represent the school district nor the views of the board.
2. School employees will not engage in political activity on school premises during school hours. Regulations for the use of school buildings or groups are the same for employees as they are for other citizens of the district.
3. All employees of the Hope School District are free to exercise their rights as citizens and run for or accept appointment to public office if they so desire. However, employees should understand the following:
 - A. By law, a school board member may not work for the school district which he or she serves.
 - B. School districts may not grant any employee paid leave for the purpose of permitting the employee to engage in public service or related activities.
 - C. Employees may use their personal days and vacation days (if applicable) to engage in public service or related activities, with the prior approval of their (building principal/Superintendent.)
 - D. In addition, upon request to the school board, a minimum of five additional days of unpaid leave may be granted to the employee for the purposes of engaging in public service or related activities. If the employee's service can be replaced by the district, the employee will be responsible for reimbursing the district for the expense of a substitute employee.
 - E. Employees who attempt to use sick leave days fraudulently for any purpose, including to engage in public service or related activities, will face disciplinary action which could include non-renewal or termination of contract.

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.

Legal Reference: A.C.A. § 16-31-106

Date Adopted:6/15/15

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:6/15/15

Last Revised:

3.16—LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

Prekindergarten through sixth grade teachers shall be allotted the amount required by law per student enrolled in the teacher's class to be used for the purchase of classroom supplies and 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 eligible for the allotted supply reimbursement for those students enrolled in the teacher's class for more than 50% of the school day at the end of the first three months of the school year.

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 the Superintendent a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Receipts totaling less than \$100 will be held until total receipts are equal to or greater than \$100. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property except to the extent they are used up or consumed or the purchased supplies and/or materials are intended/designed for use away from the school campus.

Reimbursement requests submitted by the 15th of the month) will be processed by the last day of the month. Allotments must be requested and used before March 1 of each school year. 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:6/15/15

Last Revised:

3.17-- INSULT OR ABUSE OF LICENSED PERSONNEL

Employees are protected from abusive language and conduct by state law. An employee may report to the police any language which is calculated to:

1. Cause a breach of the peace;
2. Materially and substantially interfere with the operation of the school; and/or
3. Arouse the person to whom the language is addressed to anger, to the extent likely to cause imminent retaliation.

Legal Reference: A.C.A § 6-17-106

Date Adopted: 6-15-15

Last Revised:

3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

When a person is hired on a regular, full-time basis, the board considers that it has given him full-time employment. Therefore, it will expect all employees to give the responsibilities of their district positions precedence over any types of outside work.

The outside work done by a staff member is of concern to the board insofar as it may:

1. Prevent the employee from performing his school responsibilities in an effective manner.
2. Prejudice his effectiveness in his position, or compromise or embarrass the school system.
3. Raise a question of conflict of interest -- for example, where the employee's position in the district gives him access to information or another advantage useful to the outside employer.

On the other hand, some types of outside professional assignments requested of and undertaken by a staff member-- such as consultative work, college teaching, professional writing, etc.--reflect credit upon the school system and may contribute to the staff member's professional growth.

Therefore, the policy of this board on the outside employment of its staff members will be as follows:

1. An employee will not perform any duties related to an outside job during his regular working hours or during the additional time that he needs to fulfill the responsibilities of the position.
2. An employee will not use any district facilities, equipment, or materials in performing outside work.
3. Private tutoring for pay will not be allowed on school premises.
4. When the proposed work reflects credit on the professional abilities of district personnel and/or would contribute to their professional growth, certain exceptions may be made to 1 and 2 of this paragraph, provided this has the approval of the Superintendent.
5. It is recommended that an employee confers with his immediate supervisor before accepting any outside employment and discuss the prospective job in relation to the three points listed above.

Date Adopted: 6/15/15

3.19—LICENSED PERSONNEL EMPLOYMENT

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

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

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

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

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

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

Inquiries on nondiscrimination may be directed to Equity Coordinator, who may be reached at 722-2700.

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

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

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

For purposes of this policy, "veteran" is defined as:

- a. A person honorably discharged from a tour of active duty, other than active duty for training only, with

the armed forces of the United States; or

b. Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.

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

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

Failure of the applicant to comply with the above requirements shall result in the applicant not receiving the veteran preference; in addition, meeting the qualifications of a veteran or spousal category does not guarantee either an interview or being hired. The board recognizes the Superintendent of schools as the chief executive officer of the board, and places upon him the responsibility for recommending the appointment of personnel. Although the Superintendent may assign to others certain duties respecting the appraisal of the qualifications of candidates, the final decision concerning the recommendation of candidates shall be the responsibility of the Superintendent. All recruitment and hiring practices shall adhere strictly to applicable equal employment opportunity policies and regulations.

In an effort to recruit and maintain highly qualified teachers in the designated shortage areas of science, mathematics, special education and teachers of minority ethnicity, the district shall offer a signing incentive payment of \$5000 to be paid in three installments at the end of each of the first 3 years of their teaching contract period. \$1000 will be paid at the end of year one, \$1500 will be paid at the end of year two, and \$2500 will be paid at the end of year 3. Funds used for this incentive shall be Title II A and Special Education VI B funds. The signing incentive amounts will be prorated for positions not contracted as a full-time assignment in the shortage area for the contracted year. Only one of the signing incentives will apply. Shortage area teachers must be licensed in the area in which they are receiving the incentive. Teachers hired in January will receive ½ at the end of that fiscal year and ½ in December of the following year.

HIRING

The board of education shall employ personnel based upon the Superintendent's recommendations. As a minimum, all contracts shall comply with the form mandated by the State Board of Education.

1. The board of education shall be responsible for selecting and employing a Superintendent of schools who meets all the qualifications established by law, the State Department of Education, and the North Central Association of Colleges and Secondary Schools.
2. The Superintendent shall be employed on a three (3) year contract, and election of the Superintendent shall take place at the January meeting of the board. The Superintendent will have sixty (60) days to accept or reject the

contract.

3. The Superintendent of schools shall be responsible to the board of education in seeing that all certified personnel meet the qualifications established by law, the board of education, and involved accrediting agencies.

4. All certified personnel of this school district, except the Superintendent of schools, shall be recommended by the Superintendent and approved by the board of education. If a candidate is not approved by the board, the Superintendent shall recommend another candidate.

5. All deputy and assistant Superintendents shall be employed at a February meeting of the board of education. Principals, assistant principals, and special services personnel will be employed at a February meeting.

6. Teachers:

A Employment of teachers in this school district will normally be in March and based on the following criteria:

1. type of certification
2. years of experience in teaching or coaching
3. degree or degrees held
3. endorsement in subject area
4. number of hours beyond degree
5. number of hours of voluntary participation in in-service training, workshops, seminars, etc.
6. related occupational experience
7. past performance and evaluation

B. No person shall be denied employment, re-employment or advancement on the basis of national origin, sex, race, or handicapping condition

C. No classified employee shall be hired to work on a campus where the supervisor of that campus is certified and is the spouse/parent of the classified worker

D. All school employees must satisfy the requirements of the Arkansas State Law, North Central, and policies of the board of education. Emergency waivers to these standards can be granted when deemed necessary by the Superintendent.

E. Any certified employee who has been hired on an emergency basis will be given a one year terminating contract. The board may issue additional one year terminating contracts when necessary and if the board sees evidence of the employee's work toward removal of the deficiency by the standards set by the Arkansas Department of Education guidelines

F. Act 1313 of 1997 requires that each first time applicant for a license issued by the State Board of Education and each applicant for his or her first license renewal on or after July 1, 1997, shall apply to the Identification Bureau of the Department of Arkansas State Police for a state and nationwide criminal records check, to be conducted by the Federal Bureau of Investigation. It is the policy of the Hope School District that the fee for such required background check is the responsibility of prospective or current employee.

Each person hired for a position which allows or requires that the employee operate any type of motor of motor

vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the district, and is operated for the transportation of children to or from school or school sponsored activity shall undergo a physical examination, including a drug test. Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Diver Alcohol and Drug Testing Database.

Legal References: Arkansas Department of Education Rules Governing Background Checks

A.C.A. § 6-17-301

A.C.A. § 6-17-410

A.C.A. § 6-17-411

A.C.A. § 6-17-428

A.C.A. § 6-17-429

A.C.A. § 21-3-302

A.C.A. § 21-3-303

28 C.F.R. § 35.106

29 C.F.R. part 1635

34 C.F.R. § 100.6

34 C.F.R. § 104.8

34 C.F.R. § 106.9

34 C.F.R. § 108.9

34 C.F.R. § 110.25

Date Adopted:

Last Revised: August 2018

POLICY NAME: HIRING SELECTION OF TEACHERS - PROFESSIONAL PERSONNEL

In regard to the selection of teachers, the staff will be guided by the following:

1. The board recommends that the Superintendent consider the current staff members for vacancies when vacancies exist within the school district, provided that said staff member wishes to be considered. The final decision for any recommendation to fill any vacancy is the responsibility of the Superintendent. This recommendation covers all professional positions except that of Superintendent. Should a vacancy occur, current staff members may apply for any vacancy by submitting an application to be considered for the position. The final decision for the selection of the Superintendent is the responsibility of the board.
2. All employees of the school system, except the Superintendent, shall be selected on nomination of the Superintendent. If a person nominated by the Superintendent is rejected by the board, it shall be the duty of the Superintendent to make another nomination. If the Superintendent of schools fails or refuses to make another nomination after the original nomination has been rejected, then it shall be the responsibility of the board to fill the position.
3. The Superintendent, before making nominations of teachers for employment, will confer with the principals, supervisors, and department heads, if applicable, under whom the teacher will work if employed. All persons being considered must have a current application on file.
4. An application form which reveals the essential personal and professional characteristics a teacher must have in order to be considered for employment will be used in the selection of teachers. Information received from the candidate's references and/or in a personal interview will also be considered.
5. Funds will be budgeted for making a thorough search for teaching talent, and for devising an adequate system of evaluation of teachers whose employment is being considered.
6. All professional personnel shall meet legal requirements as well as requirements of the State Department of Education.

Legal References:

Ark. Stat. Ann. §§ 80-509, 80-1304.

Date Adopted: 6/15/15

3.20—LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

TRAVEL EXPENSES

Reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by district employees and/or members of the Board of Directors on behalf of the district shall be done according to the following guidelines. Reimbursement may be made for travel which is at the request of, or has received prior approval from, the Superintendent and said employee's immediate supervisor. Such reimbursement shall be at a rate as set by the board in accordance with established procedures. Prior approval (properly completed and signed Travel Authorization Form) for all travel shall be obtained before any travel expenses can be incurred.

To the extent practicable, employees shall have the district pay initial conference and professional development registration fees and associated necessary materials. In the occasional circumstances where this is not practical, the district shall reimburse the employee for such fees if they were authorized in advance and are supported with proper receipts. Car pooling and sharing of hotel rooms are encouraged.

EXPENSES NOT COVERED:

- Alcoholic beverages;
- Entertainment expenses – including sports or sporting events or pay per view or game expense at hotels;
- Replacement or repair of personal property due to loss, damage, or theft;
- Discretionary expenses for items such as clothing or gifts;
- Medical expenses incurred while on route to or from or at the destination of the reason for the travel;
- Expenses for family members, friends, or other persons not school employees;
- Optional or supplementary insurance obtained by the employee for the period covered during travel;
- Tips;
- Expenses incurred for the personal convenience of the employee and/or expenses not required by reason of the travel or for school business (rental cars must be specifically approved by the Superintendent's office in advance of travel);

RATES OF REIMBURSEMENTS

Mileage allowance for privately owned vehicles when the employee is on official school business for the district equal to the state rate. The maximum mileage claimed should be determined by mileage, not an odometer reading. Mileage is calculated from Hope or the employee's home, whichever is closer to and from the approved destination. Only assigned personnel will be reimbursed for travel to school sponsored events (school district vehicles will be used whenever possible).

Reimbursement for out of state private car mileage can not exceed the established rate of coach class airfare at the time of the travel authorization is submitted. Only assigned personnel will be reimbursed for travel to school sponsored events (school district vehicles will be used whenever possible).

In-state reimbursement of expenses for overnight stay shall be as follows (unless approved in advance by the Superintendent):

- Hotels: \$150.00 per day plus taxes and parking (if applicable)
- Meals: \$50.00 per day

breakfast (\$10.00), lunch (\$15, dinner (\$25). (No deductions will be made for Continental Breakfast.) Any meal which is paid for as part of registration fees can not be a duplicative repay.

Out-of-state reimbursement of expenses for overnight stay shall be as follows (unless approved in advance by the Superintendent):

- Hotels: \$200.00 per day plus taxes and parking (if applicable)
- Meals: \$75.00 per day

breakfast, (15.00), lunch (25.00), dinner (\$35.00). (No deductions will be made for Continental Breakfast.) Any meal which is paid for as part of registration fees can not be a duplicative repay.

Employees using commercial airlines for out-of-state travel should make travel arrangements and when possible have the school district billed directly. If not, airline receipts must be presented for each seating reimbursement. When a conference is held at a hotel, employees are encouraged to make hotel reservations on site as soon as possible, availability existing. Employees may choose to make hotel reservations away from the site of the conference if the cost of the accommodations are equal to or less than the conference hotel site.

IN-DISTRICT TRAVEL

In-district travel is allocated to administrative staff as part of position pay or fringe benefits. Teachers who travel between schools for split teaching assignments will be paid a monthly stipend (divided into ten payments).

EDUCATIONAL EXPENSES

The board recognizes that as the curriculum is expanded and new educational programs are added to the district schools, some members of the faculty may require additional education to be qualified to implement the new programs. The board also recognizes the district's responsibility in sharing in the cost of this additional training under certain conditions. The criteria for reimbursement and expense elements allowed are as follows:

1. Requirement for the additional education must have been generated as the result of board action.
2. It must have been determined by the board to be more advantageous to the school district to provide additional training to existing faculty members than to hire additional staff with the required skills.
3. Faculty members who have been approved under the guidelines of 1 and 2 participating in a training program will be reimbursed for all tuition and fees.
4. Cash advance on expenses may be approved by the Superintendent if the need is justified.
5. Each case will be considered by the board.

Date Adopted: 6/15/15

Updated 6/20/16

3.21—LICENSED PERSONNEL USE OF TOBACCO, ELECTRONIC NICOTINE DELIVERY SYSTEMS, AND RELATED PRODUCTS

Smoking or the 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 property owned or leased by a District school, including school buses owned or leased by the District, or other school vehicles, is prohibited.

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

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: 6/15/15
Last Revised: 4-23-2020

3.22—DRESS OF LICENSED EMPLOYEES

Certified staff members should dress in a manner that reflects professionalism. Adults are models for all students in the school; therefore they have a responsibility to model appropriate dress. The image we project as professionals is associated with how we dress; the image of the school in the community is related to how all adults in the school dress. Reasonable accommodations shall be made by their appropriate supervisor for employees because of religious belief, cultural heritage, or medical reason.

Date Adopted:6/15/15

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:6/15/15
Last Revised:4-23-2020

3.24—LICENSED PERSONNEL DEBTS

All employees are expected to meet their financial obligations. If an employee writes “hot” checks or has his income garnished, 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:6/15/15

Last Revised:

3.25—LICENSED PERSONNEL GRIEVANCES

Policy Code: GAE
Date Adopted: 05/17/93
Amended: 06/14/99
Amended: 06/28/04
Amended: 06/18/07
Amended: 06/05/08
Amended: 07/19/10

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. 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 if 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: More than one individual has interest in the matter; and

1. The group has a well-defined common interest in the facts and/or circumstances of the grievance; and
2. The group has designated an employee spokesperson to meet with administration and/or the board; and
3. 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 superintendent². 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 ~~not~~ 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 References: A.C.A. § 6-17-208, 210

Date Adopted:

Last Revised: 4-23-2020

3.26—LICENSED PERSONNEL SEXUAL HARASSMENT

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

The District believes the best policy to create an educational and work environment free from sexual harassment is prevention; therefore, the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sexual harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to: the nature of sexual harassment; the District's written grievance procedures for complaints of sexual harassment;¹ that the district does not tolerate sexual harassment; that students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences; the redress that is available to the victim of sexual harassment;² and the potential discipline for perpetrating sexual harassment.

“Sexual harassment” means conduct that is:

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

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

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

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of

the surrounding circumstances and may occur regardless of the sex(es) of the individuals involved. Depending upon such circumstances, examples of sexual harassment include, but are not limited to:

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

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

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

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

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

- The final determination of the investigation;
- Remedies the District will make available to the employee; and
- The sanctions, if any, imposed on the alleged harasser relevant to the employee.

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

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

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

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

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

Legal References: Title IX of the Education Amendments of 1972, 20 USC 1681, et seq.
34 CFR part 106

A.C.A. § 6-15-1005 (b) (1)

Date Adopted:6/15/15

Last Revised:

3.27—LICENSED PERSONNEL SUPERVISION OF STUDENTS

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

Date Adopted:6/15/15

Last Revised:

3.28—LICENSED PERSONNEL COMPUTER USE POLICY

The Hope 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 designated District Technology Administrator or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

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

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

Date Adopted:6/15/15

Last Revised:

3.28F—LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print) _____

School _____ Date _____

The Hope 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 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.
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;
 - e. wasteful use of limited resources provided by the school including paper;
 - f. causing congestion of the network through lengthy downloads of files;
 - g. vandalizing data of another user;
 - h. obtaining or sending information which 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;
 - 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; or
- t. 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;
- 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 technology director or his/her designee.

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 _____

Date Adopted:6/15/15

Last Revised:

3.29—LICENSED PERSONNEL SCHOOL CALENDAR

The Hope School District PPC will develop the calendar, and shall accept or 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 superintendent presents it to the board for adoption. The Hope School District shall operate by the following calendar. (Insert your school calendar here.)
Make-up days in case of school closing due to weather or other event will occur after May 28

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 6/15/15

Last Revised:

3.30—PARENT-TEACHER COMMUNICATION

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

Teachers are required to communicate during the school year with the parent(s), legal guardian(s), or care-giving adult or adults in a student's home to discuss the student's academic progress unless the student has been placed in the custody of the Department of Human Services and the school has received a court order prohibiting parent or legal guardian participation in parent/teacher conferences. More frequent communication 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. § 6-15-1701(b)(3)(C)

Date Adopted: 6/15/15

Last Revised: 9/17/18

3.31—DRUG FREE WORKPLACE - LICENSED PERSONNEL

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

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

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

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 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 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 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 cannot properly perform his duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his 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 physician in order to adjust the medication, if possible, so that the employee may return to his job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he 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 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 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.

This policy addresses the requirement for Safe and Drug Free Schools which is required for your district to be

eligible to receive **any** federal grants. It is required that all employees receive a copy of the policy and be advised of the contents and requirements of the policy. In addition to publishing a policy statement, the statutes require employers to establish a drug-free awareness program to educate employees about the dangers of drug abuse as well as about the specifics of their policy. The statute does not specify a particular format for the awareness program, although it does state that the education effort must be ongoing and not just a one-time event. For assistance in constructing a drug awareness program the Department of Labor has the following web site: <http://www.dol.gov/asp/programs/drugs/workingpartners/materials/materials.asp>.

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

Legal References: 41 USC § 702, 703, and 706

Date Adopted: 6/15/15

Last Revised:

3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

I, hereby certify that I have been presented with a copy of the Hope 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.

“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.

“Year” the twelve (12) month period of eligibility shall begin on July first of each school-year.

Policy

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

Leave Eligibility

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

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

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

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

Provisions Applicable to both Sections One and Two

District Notice to Employees

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

Designation Notice to Employee

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

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

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

Concurrent Leave Under the FMLA

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

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

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

No employee on FMLA leave for their own serious medical condition may perform work at another, non-district job while on FMLA leave. Except as provided in policy 3.44, employees who do perform work at another, non-district job while on FMLA leave for their own serious medical condition will be subject to discipline, which could

include termination or nonrenewal of their contract of employment.

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

Health Insurance Coverage

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

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

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

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

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

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

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

Reporting Requirements During Leave

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two (2) weeks¹⁰ 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.

Leave Acquired Through Fraud

If it is discovered that an employee engaged in fraud or otherwise provided the District with documentation that includes a material misrepresentation of fact in order to receive FMLA leave, the District may discipline the employee up to and including termination.

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.¹¹

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

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the

health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a “light duty job,” but is unable to return to the employee’s same or equivalent job, the employee may decline the District’s offer of a “light duty job.” As a result, the employee may lose his/her workers’ compensation payments, but for the duration of the employee’s FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

Return to Work

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

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

Failure to Return to Work

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

Intermittent or Reduced Schedule Leave

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

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

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

When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional, eligible employees for the

period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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

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

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

An eligible instructional employee who needs intermittent leave or leave on a reduced leave schedule for reasons 3 or 4 above may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for twenty percent (20%) or less of the total number of working days over the period the leave would extend.

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO- FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

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

QUALIFYING EXIGENCY

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues

involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.

Definitions

“Covered active duty” means:

- in the case of a member of a **regular** component of the Armed Forces, duty during deployment of

the member with the armed forces to a foreign country; and

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

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

Certification

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

Employee Notice to District

Foreseeable Leave

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

Unforeseeable Leave

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

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

If an eligible, instructional employee begins leave due to any qualifying exigency more than five (5) weeks prior to

the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

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

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

SERIOUS ILLNESS

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

Definitions

“Covered Servicemember” 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 servicemember” is a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”

“Serious Injury or Illness”:

- A. In the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or

existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

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

"Son or daughter of a covered servicemember" means a covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

"Year", for leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember 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 servicemember with a serious illness or injury.

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

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

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

3. Take a combination of numbers 1 and 2 that totals ten (10) weeks of leave.

Medical Certification

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

Employee Notice to District

Foreseeable Leave

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

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

When the need for leave is to care for a spouse, child, parent or next of kin who is a covered servicemember 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 servicemember 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 servicemember 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 servicemember 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 servicemember 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 servicemember 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 servicemember 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 servicemember with a serious illness or injury more than five (5)weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

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

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

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

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

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

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered servicemember 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.

Date Adopted:

Last Revised: 4-23-2020

3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

Employees are eligible for benefits under the Family Medical Leave Act when the district has fifty (50) or more employees.

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

Date Adopted: 6/15/15
Last Revised:4/20/2020

3.32.1—LICENSED PERSONNEL COVID EMERGENCY LEAVE

In accordance with Commissioner’s Memo COM-21-014, the District provides up to an additional ten (10) days of paid leave for its employees who meet both of the following requirements:

1. The employee 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.; and
2. The employee’s job duties are not able to be performed remotely.

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 ask the employee if the employee wishes to use the applicable FFCRA leave or the COVID Emergency Leave first;
 - The District shall use available leave under the FFCRA first if the employee is unable or unwilling to make an alternative selection;
 - The District shall use the employee’s leave selection until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee’s selected leave;
 - The District shall automatically switch the employee to the other form of leave, if available, should the employee’s quarantine or isolation order last longer than the employee’s selected 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 ten¹ (10) days. The ten¹ (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. The ten¹ (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 shall not be eligible to receive the ten¹ (10) days of paid leave under this policy due to:

- The need to care for another individual due to the individual’s positive COVID test, quarantine order, or isolation order; or
- The closure of the school or place of care of the employee’s child.

An employee's eligibility to receive paid leave under this policy expires on the earlier of:

- a. Governor Hutchinson or the Arkansas General Assembly declares an end to the COVID-19 state of emergency; or
- b. The expiration of the FFCRA or the expiration of the subsequent Federal Act, if any, extending the provisions of the FFCRA.

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-21-014
 29 C.F.R. Part 826

Date Adopted: 09/21/2020

Last Revised:

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.

Extra responsibilities that make demands on a teacher's time before or beyond the contracted day will be compensated as per law.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 6/15/15

Last Revised:6/20/2016

3.34—LICENSED PERSONNEL CELL PHONE AND COMPUTER USE

District staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business.

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 building principal, or their designees.

Legal Reference: IRS Publication 15 B

Date Adopted: 6/15/15

Last Revised:

3.35—LICENSED PERSONNEL BENEFITS

Policy Name: SALARY DEDUCTIONS

Policy Code: GAL
Date Adopted: 05/17/93
Amended: 06/14/99

The Hope School salary deductions which are considered statutory shall be deducted in accordance with applicable laws and regulations. The board of education may authorize voluntary deductions. Certified personnel shall sign a form authorizing all voluntary continuous payroll deductions and verifying knowledge of all board regulations governing these deductions.

A. COMPULSORY DEDUCTIONS - adjusted as required by law:

1. State Income Tax - deducted monthly
2. Federal Income Tax - deducted monthly
3. Teacher Retirement - deducted monthly (unless non-contributory)
4. Social Security - deducted monthly
5. Medicare - deducted monthly

B. PAYROLL DEDUCTIONS

1. The Superintendent is authorized to withhold such professional dues as may be appropriate provided there is a request bearing the manual signature of the teacher. This request shall be filed and shall be subject to audit. The Superintendent may withhold this amount from the salary of the teacher in ten (10) equal installments beginning in September of each year provided the proper authorization is provided by the teacher. Employees hired after September 1, who choose to join a professional organization, may have the dues deducted in the same amount for the balance of the year as other employees. The school district shall transmit dues upon deduction to the proper professional organization.

The head of the local professional organization agrees to provide the payroll clerk, by August 15 of each year, the name and address of the professional organization to whom dues are to be transmitted, the amount of the dues to be deducted, and a list of those individuals who have authorized continuing payroll deductions.

2. State health and life insurance: The district provides for a basic health, life and accidental death insurance policy for all certified personnel who desire such coverage. The cost of the individual plan varies, based on the district's contribution. Family coverage is also available at an additional premium. Certified personnel who are currently enrolled in the state health insurance program and need to make a change in their coverage must do so by March 10 (effective April 1) September 10 (effective October 1) of each year.

Personnel who are not members and desire to join the program may do so at approved enrollment time. Personnel who are employed during the school year may join the program by making application.

All personnel who are first time employees to the district will be given an opportunity to join them during preschool workshop. Personnel who transfer to the district and are members of the program must notify the central office to insure continuous coverage.

3. Tax annuity: Tax annuity deductions are available for certified personnel. The fringe benefit furnished by the district may not be used for this purpose due to tax regulations. Tax annuity services are available from specified companies via payroll deductions.

4. Dental Insurance: A dental insurance program is available to all certified personnel. The cost of the insurance varies with the plan chosen: family or individual. Enrollment must be done at the beginning of school for new staff members.

C. SCHOOL FRINGE BENEFIT

The school provides a fringe benefit which certified personnel may choose to use in one of the following plans: cancer insurance, income disability insurance, state health insurance, life insurance, dental insurance. (If the fringe benefit is not utilized, it is forfeited by the employee.) At the beginning of the school year, certified personnel are given the opportunity to choose the plan they desire. Individual representatives will come to the school and discuss plans provided. Certified personnel may choose to participate or not and may choose one or more plans provided they assume the added cost.

D. PAYROLL DEDUCTIONS

Payroll deductions for these plans will be for either ten checks or twelve checks as follows:

1. Twelve month deductions
 - a. Dental Insurance
 - b. State health, life, and accidental death insurance
 - c. Credit union

2. Ten month deductions
 - a. Cancer insurance
 - b. Income disability insurance

- c. Life insurance
- d. Tax annuity
- e. Professional dues
- f. Credit union

E. SECTION 125

The school district has implemented a Section 125 program for all eligible employees. This program enables the employee to exempt from taxable income the following kinds of expenses:

- Approved medical premiums
- Group life premiums
- Dental insurance premiums
- Cancer insurance premiums
- Day care expenses
- Medical expenses (non-reimbursed by insurance)
- Third party insurance premiums

Participation in the Section 125 program is optional.

Participation will not affect future teacher retirement benefits, but may reduce total social security benefits at retirement.

Legal References:

A.C.A. 6-17-803, 6-17-804, 6-17-805, 24-723, 6-17-908.

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Legal References:

A.C.A. 6-17-803, 6-17-804, 6-17-805, 24-723, 6-17-908.

3.35.1--PERSONNEL - COMPLIMENTARY PASSES

It shall be the policy of the school board that:

Complimentary passes to all home athletic events shall be given to each board member that will admit the board member and one (1) guest. The full-time employee's ID will admit the employee and one (1) guest.

Passes shall also be given to the timekeepers, sorekeepers, and members of the press. The Superintendent, at his discretion, may give a limited number of passes to patrons of the district in recognition of distinguished service to the school

Date Adopted: 05/17/93

Date Amended:05/16/2011

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:6/15/15

Last Revised:4-23-2020

3.37—ASSIGNMENT OF TEACHER AIDES

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 6/15/15

Last Revised:

3.38—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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 principal, or designee. The principal, or designee, shall be responsible for investigating the incident(s) to determine if disciplinary action is warranted.

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. The district's definition of bullying is included below. 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; or going to or from school or a school activity. 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 school principal, designee, who receives a credible report or complaint of bullying shall promptly investigate the complaint or report and make a record of the investigation and any action taken as a result of the investigation.

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

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;

“Electronic act” means without limitation a communication or image transmitted by means of an electronic device,

including without limitation a telephone, wireless phone or other wireless communications device, computer, or pager that results in the substantial disruption of the orderly operation of the school or educational environment.

Electronic acts of bullying are prohibited whether or not the electronic act originated on school property or with school equipment, if the electronic act 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.

Examples of “Bullying” may include but are not limited to a pattern of behavior involving one or more of the following:

1. Sarcastic comments “compliments” about another student’s personal appearance or actual or perceived attributes,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as “fronting” or “chesting” a person,
5. Demeaning humor relating to a student’s **race, gender, ethnicity** or actual or perceived attributes,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings,
10. Threats of harm to student(s), possessions, or others,
11. Sexual harassment, as governed by policy 3.26, is also a form of bullying, and/or
12. 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”).

Legal Reference: A.C.A. § 6-18-514

Date Adopted:6/15/15

Last Revised:

3.39—LICENSED PERSONNEL RECORDS AND REPORTS

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

Legal Reference: A.C.A. § 6-17-104

Date Adopted: 6/15/15

Last Revised:

3.40—LICENSED PERSONNEL DUTIES AS MANDATED REPORTERS

It is the statutory duty of licensed school district employees to:

- If the licensed employee has reasonable cause to suspect child abuse or maltreatment, then the licensed employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by: calling 1-800-482-5964; 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 licensed employee has a good faith belief that there is a serious and imminent threat to the public based on a threat made by an individual regarding violence in or targeted at a school that has been communicated to the licensed employee in the ordinary course of his/her professional duties, then the licensed employee shall make every attempt to immediately notify law enforcement of the serious and imminent threat to the public and have notified law enforcement within twenty-four (24) hours of learning of the serious and imminent threat to the public.

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

Employees and volunteers who 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:

Last Revised:4-23-23

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, including building level and district administrators, district security coordinator, and school resource officers, shall retain copies of video recordings until they are erased which may be accomplished by either deletion or copying over with a new recording.

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

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

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

Date Adopted: 6/15/15

Last Revised:

3.42—RELEASE OF STUDENT’S FREE AND REDUCED PRICE MEAL 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 information¹ 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, and IA 99-01ADE Eligibility Manual for School Meals Revised July 2008

7 CFR 210.1 – 210.31

7 CFR 220.1 – 220.22

42 USC 1758(b)(6)

Date Adopted: 6/15/15

Last Revised:

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

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

Legal References: A.C.A. § 6-17-401

Date Adopted: 6/15/15

Last Revised:

3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify Workers' comp administrator. 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.

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, the employee shall submit to a drug test, which shall be paid at the district 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.

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

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

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

- Will be charged for a sick day's leave for all the 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 or more days shall be charged sick leave at the rate necessary, when combined with the WC benefits, to bring the total amount of combined income up to 100% of the employees usual contracted daily rate of pay.
- Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven 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 Reference: 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

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

Date Adopted: 6/15/15

Last Revised:6/20/16

3.45—LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS

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 networking websites 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 Arkansas Department of Education *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 *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 License Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

Definitions:

Social networking websites are online groups of Internet users allowing communication between multiple individuals. The fundamental purpose of social networking websites is to socialize. Examples include, but are not limited to, Facebook, MySpace, and Twitter. Staff members are discouraged from creating personal social networking sites to which they invite students to be friends or followers.¹ Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

Professional/education social networks are education oriented websites designed to allow and encourage teachers and students to communicate and collaborate around school subjects and projects. District employees may set up blogs and other professional/education social networking accounts using District resources and following District guidelines 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 networks during school hours is permitted.

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.

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 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, when expressed by staff on a social networking 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 networking websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social networking websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public appearance that such access is occurring during instructional time. Staff shall not access social networking 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 administration. All school district employees who participate in social networking websites shall not post any school district data, documents, photographs, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:

Legal Reference: RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS EDUCATORS

Date Adopted: 6/15/15

Last Revised:

3.47—DEPOSITING COLLECTED FUNDS

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit 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 use any funds collected in the course of their employment for personal purposes, or who deposit such funds in a personal account, may be subject to discipline up to and including termination.

Date Adopted: 6/15/15

Last Revised:

3.48—LICENSED PERSONNEL WEAPONS ON CAMPUS

Firearms

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;
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties.

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.

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

- 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

Date Adopted: 6/15/15

Last Revised:

3.49---TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM

Note and advisement: This policy is adopted by the Board of Directors in order to bring the District into compliance with ADE 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.

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

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

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

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

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

However, the failure of the parents, guardians, or persons 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

Arkansas Department of Education Guidelines for the Development, Review and Revision of
School District Student Discipline and School Safety Policies

Date Adopted: 6/15/15
Last Revised

3.50—ADMINISTRATOR EVALUATOR CERTIFICATION

Continuing Administrators

The Superintendent or designee shall determine and notify in writing by August 31 of each year those currently employed administrators who will be responsible for conducting Teacher Excellence Support System (hereinafter TESS) summative evaluations who are not currently qualified to fulfill that role. All currently employed administrators so notified shall have until December 31 of the contract year to successfully complete all training and certification requirements for evaluators as set forth by the Arkansas Department of Education (ADE). 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 ADE.

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 ADE.

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

Date Adopted: 6/15/15

Last Revised: 9/17/18

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

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

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

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages. 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: 6/15/15

Last Revised:

3.52—LICENSED PERSONNEL HEALTH CARE COVERAGE REPORTING

Definitions

"ACA" is the Affordable Care Act

"Full-time employee" means a licensed employee who is normally expected to work at least nine hundred (900) hours a year.

"Responsible individual" means a primary insured employee who, as a parent or spouse, enrolls one or more individuals in a district's health care plan.

"Tax Identification Number (TIN)" means an individual's social security account number.¹

TIN Reporting

All licensed employees are required to complete and return 3.52F-Health Care Coverage and TIN Report Form² by no later than October 1 of each year. All employees that meet the **above** definition of a responsible individual are required to include the name, date of birth, and TIN of any dependent that receives health insurance through a District offered health care plan. Due to very significant penalties and sanctions contained within the ACA that the Internal Revenue Service (IRS) could levy against the District for the failure to submit required information to the IRS, the failure of any employee to submit a completed copy of 3.52F-Health Care Coverage and TIN Report Form by October 1 shall be grounds for disciplinary action against the employee up to and including termination or non-renewal of contract.

Statement of Return

Under provisions of the ACA, the District is required to file information with the IRS pertaining to each employee. The District is also required to send each full time employee a Statement of Return (Statement). Each full-time employee shall receive a Statement from the District by January 31 of each year. The Statement contains information the District provided to the IRS, as required by law, regarding the employee's health insurance coverage. Each Statement consists of important District identification and contact information and a copy of the documents the District filed with the IRS concerning the employee's health care coverage. As with other tax documents, the information contained in the Statements covers the immediately preceding calendar year. Only one statement will be provided to a household with an employee who meets the **above** definition of a responsible individual. The employee shall receive a paper copy of the Statement unless the employee completes and returns 7.23F-Electronic Receipt of Statements Consent Form.

Cross References: 3.52F-Health Care Coverage and TIN Report Form
7.23-Health Care Coverage and the Affordable Care Act
7.23F-Electronic Receipt of Statements Consent Form

Legal References: A.C.A. § 6-17-1111
26 U.S.C. § 6055

26 U.S.C. § 6056

26 U.S.C. § 6109

Date Adopted: 6/15/15

Last Updated:

3.52F—LICENSED PERSONNEL HEALTH CARE COVERAGE AND TIN REPORT FORM

The District requires all licensed employees to complete the following form **each year** and return it to the District's administrative office by October 1. In accordance with Arkansas law, the District shall not use, display, release, or print any of the information on this form for any other purpose than to comply with IRS regulations.

Definition

“Tax Identification Number (TIN)” means an individual’s social security account number.

Health Insurance Information

Name: _____

TIN: _____ Date of Birth : _____

Please select the box that most accurately describes your health insurance coverage for the **current year**:

Neither I nor any of my dependents received health insurance through one of the District’s health insurance plans during the **current calendar year**. (No coverage through District)

I alone received health insurance through one of the District’s health insurance plans during the **current calendar year**. (Employee only coverage through the District)

Both I and my dependent(s) received health insurance through a District’s family or spousal health insurance plan during the **current calendar year**. A spouse is included in the definition of a dependent. (Employee plus children, Employee plus spouse, Employee plus spouse and children)

If you had a family or spousal health care plan during the current year, please complete the following:

Dependent 1:

Name: _____ TIN: _____ Date of Birth: _____

Dependent 2:

Name: _____ TIN: _____ Date of Birth: _____

Dependent 3:

Name: _____ TIN: _____ Date of Birth: _____

Dependent 4:

Name: _____ TIN: _____ Date of Birth: _____

Signature: _____ Date: _____

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: 6/15/15

Last Revised:

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

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

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

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

Neither the District nor the teacher are obligated to:

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

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

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

Date Adopted:
Last Revised: 4-23-2020

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

The Hope School District (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 _____
2. District agrees to pay Teacher for the loss of Teacher's preparatory period in the amount of _____
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 _____
4. District agrees to pay teacher _____.
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

Date Adopted:6/15/15

Last Revised:

3.55—LICENSED PERSONNEL USE OF PERSONAL PROTECTIVE EQUIPMENT

Employees whose job duties require the use or wearing of Personal Protective Equipment (PPE) shall use or wear the prescribed PPE at all times while performing job duties that expose employees to potential injury or illness.

Examples of PPE include, but are not limited to:¹

- 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:6/15/15

Last Revised: