

# Lake Hamilton Licensed Personnel Policies 2022-2023

- 3.1 - Salaries
- 3.2 - Evaluations
- 3.3 - Evaluation of Licensed Personnel by Relatives
- 3.4 - Reduction in Force
- 3.6 - Professional Development
- 3.7 - Bus Driver Drug Testing
- 3.8 - Sick Leave
- 3.9 - Sick Leave Bank
- 3.10 - Planning Time
- 3.11 - Personal and Professional Leave
- 3.12 - Sex Offenders on Campus
- 3.13 - Public Office
- 3.14 - Jury Duty
- 3.15 - Injury from Assault
- 3.16 - Reimbursement for Supplies
- 3.19 - Hiring Professional Personnel
- 3.20 - Travel Reimbursement
- 3.21 - Tobacco Use
- 3.22 - Professional Dress
- 3.23 - Political Activity
- 3.24 - Liability for Debts
- 3.25 - Discipline and Grievance
- 3.26 - Sexual Harassment
- 3.27 - Supervision of Students
- 3.28 - Computer Use
- 3.29 - Calendar
- 3.30 - Parent-Teacher Communication
- 3.31 - Drug-Free Workplace
- 3.32 - Family and Medical Leave
- 3.34 - Cell Phone Use
- 3.35 - Licensed Personnel Benefits
- 3.36 - Licensed Personnel Dismissal and Non-Renewal
- 3.37 - Assignment of Teachers Aides
- 3.38 - Bullying
- 3.40 - Mandated Reporters
- 3.41 - Video Surveillance
- 3.43 - Duty to Maintain License in Good Standing
- 3.44 - Workers Compensation
- 3.45 - Social Networking and Ethics
- 3.46 - Vacation
- 3.47 - Depositing Collected Funds
- 3.48 - Licensed Personnel Weapons on Campus
- 3.50 - Administrator Evaluator Certification
- 3.51 - School Bus Driver use of Mobile Communication Device 3.52

- 3.52 - Federal Funds
- 3.53 - Bus Driver End of Route Review
- 3.54 - Teaching During Planning Period and/or Over the Maximum Number of Students
- 3.55 - Use of Personal Protective Equipment
- 3.70 - Staff Involvement in Decision Making
- 3.71 - Personnel Goals and Objectives
- 3.72 - Licensed Personnel Job Descriptions
- 3.76 - Arrangements for Substitutes
- 3.77 - Teachers Providing Homebound Instruction
- 3.78 - Homebound Arrangements
- 3.79 - Retirement Pay for Licensed Employees
- 3.80 - Professional Time Schedules
- 3.81 - Stipend Schedule
- 3.82 - Department/Grade Chairs
- 3.83 - Participation in Staff Development Stipend
- 3.84 - Pay Period for Licensed Staff
- 3.85 - Resignations
- 3.86 - Personnel Records
- 3.87 - Duty-Free Lunch
- 3.88 - Certification Courses
- 3.90 - Grant Stipend
- 3.91 - Immunity from Suit
- 3.92 - Employee Theft
- 3.93 - Employee Personal Property
- 3.94 - Licensed Employees Required to have CDL
- 3.95 - Insult or Abuse of Licensed Personnel
- 3.96 – LH Instructional Facilitator
- 3.97 - Assignment of Staff
- 3.98 - Professional Staff Extra Duties

Board President /S Brian Peters 8/22/2022

### 3.1 LH ASBA Salaries

For the purposes of the salary schedule, a teacher will have worked a "year" if he/she works at least 160 days in a position that requires that the teacher have an Arkansas teaching license. Annual compensation under the current contract between certified staff members and Lake Hamilton School district will be determined based on the credentials of the individual obtained by the first student interaction day at the beginning of the school year. Graduate credits and degrees which are not relevant to the employee's position or not in a field of academic study directly related to an area of K-12 instruction in public schools shall not apply when determining his/her placement on the salary schedule.

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

#### Licensed Employee, Seeking Additional Area or Areas of Licensure:

Licensed employees who are working on an 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.

#### National Certification:

Lake Hamilton School District will provide an incentive of 50% of the state National Board Certification Bonus to any eligible teacher for the life of the certificate. This bonus will apply only when the national certification is an area in which the employee is currently assigned. The district is not responsible for application or assessment dues and fees associated with the National Board for Professional Teaching Standards.

STEP	BACHELORS	B +15	MASTERS	M+15	M+30
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1	43,550	45,100	46,650	48,200	49,750
2	44,300	45,850	47,400	48,950	50,500
3	45,050	46,600	48,150	49,700	51,250
4	45,800	47,350	48,900	50,450	52,000
5	46,550	48,100	49,650	51,200	52,750
6	47,300	48,850	50,400	51,950	53,500
7	48,050	49,600	51,150	52,700	54,250
8	48,800	50,350	51,900	53,450	55,000
9	49,550	51,100	52,650	54,200	55,750
10	50,300	51,850	53,400	54,950	56,500
11	51,050	52,600	54,150	55,700	57,250
12	51,800	53,350	54,900	56,450	58,000
13	52,550	54,100	55,650	57,200	58,750
14	53,300	54,850	56,400	57,950	59,500
15	54,050	55,600	57,150	58,700	60,250
16	54,800	56,350	57,900	59,450	61,000
17		57,100	58,650	60,200	61,750
18			59,400	60,950	62,500
19			60,150	61,700	63,250
20				62,450	64,000
21					64,750

Legal References:     A.C.A. § 6-17-201, 202, 2403  
                               A.C.A. § 6-20-2305(f)(4)

Revised: 4-15-96  
 Revised: 4-21-14  
 Revised: 5-20-19  
 Revised: 7-18-2022

### **3.10 LH ASBA Planning Time**

A master schedule shall be created by the building level principal or designee indicating when each teacher's planning period and scheduled lunch period will be. 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)

Approved: 6-16-03

Revised: 5-16-05

Revised: 5-18-09

### **3.11LH ASBA Personal and Professional Leave**

#### **Personal Leave**

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive three days of personal leave per contract year. The leave may be taken in increments of no less than one-half day.

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions which are related to their job duties and do not qualify for other types of leave (see sick leave policy 4.23A, for professional leave see below).

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

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

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

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

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

Personal leave does not accumulate from one contract year to the next.

Personal leave not taken by the conclusion of the contract year will be transferred to the employee's sick leave balance.

Personal leave shall be denied at critical times, including but not limited to, days immediately preceding or following a school holiday and during mandated student assessments. Personal leave will not be granted for days designated in the board approved school calendar as inclement weather days which become student-teacher interaction days due to weather or other exigent circumstances.

### Professional Leave

“Professional Leave” is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which can serve to improve the school district’s instructional program or enhances the employee’s ability to perform his duties. Professional leave will also be granted when a school district employee is subpoenaed for a matter arising out of the employee’s employment with the school district. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. Budgeting concerns and the potential benefit for the district’s students will be taken into consideration in reviewing a request for professional leave.

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

If the employee does not receive or does not accept remuneration for their participation in the professional leave activity and a substitute is needed for the employee, the district shall pay the full cost of the substitute. If the employee receives and accepts remuneration for their participation in the professional leave activity (e.g. scholastic audits or praxis assessments), the employee shall forfeit his/her daily rate of pay from the district for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the employee.

### CTA Business

Up to ten (10) days leave per year will be allowed for the CTA organization with the possibility of additional days to be approved by the superintendent. CTA business will be limited to no more than three absences per individual for that purpose. Substitutes hired for this purpose will be paid by the school district. The CTA will then reimburse the school district for the full amount paid.

### Educational Leave

Any teacher, who has been employed by the Lake Hamilton School District for three years or more, may be granted one-year leave of absence without pay for advanced study. His/her position or its equivalent will be guaranteed upon returning provided the teacher notifies the Superintendent in writing before teachers are re-employed in April.

Legal Reference: A.C.A. § 6-17-211

Revised 5-18-09

Revised 5-18-15

### **3.12 LH ASBA 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 one (1) sex offender having the least restrictions (lowest likelihood of committing another sex crime), and Level four (4) sex offenders having the most restrictions (highest likelihood of committing another sex crime).

While Levels one (1) and two (2) place no restrictions prohibiting the individual's presence on a school campus, Levels three (3) and four (4) have specific prohibitions. These are specified in Board policy-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 three (3) and Level four (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 or "Megan's Law"  
A.C.A. § 5-14-132

Approved: 5-18-09



### **3.13 LH ASBA Public Office**

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

No paid leave will be granted for the employee's participation in such public office. The employee may receive pay for personal leave or vacation (if applicable), if approved in advance by the Superintendent, during his absence.

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

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

Legal Reference: A.C.A. § 6-17-115

Approved: 5-19-97

Revised: 5-18-09

### **3.14 LH ASBA 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) summons to jury duty to his supervisor in order to confirm the reason for the requested absence.

Employees shall receive their regular pay from the district while serving jury duty, and shall reimburse the district if a stipend is received for jury duty service, up to, but not to exceed, the cost of the substitute hired to replace the employee in his/her absence.

Legal Reference: A.C.A. § 16-31-106

Approved: 5-18-09

### **3.15 LH ASBA Injury from Assault**

Any teacher, 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

Approved: 5-18-09

### **3.16 LH ASBA 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 by the teacher in his/her for the purchase of classroom supplies and or for class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account. For the purposes of this policy, pre-kindergarten through sixth-grade teachers shall be allotted the greater of:

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

Teachers may purchase supplies and supplementary materials from the District at the District's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by their principal and the Associate Superintendent for Finance, 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 \$50 will be held until total receipts are equal to or greater than \$50. Receipts including personal items or any supplies and materials not purchased for the benefit of the District's students will not be reimbursed. 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.

All receipts for pre-approved purchases must be submitted to the building principal no later than May 15th .

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

Approved: 6-16-03

Revised: 05-16-05

Revised: 5-18-09

Revised: 5-18-15

### 3.17 LICENSED PERSONNEL CODE OF CONDUCT

#### Definitions

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

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

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

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

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

Note: This policy is similar to Policy 8.45. If you change this policy, review Policy 8.45 at the same time to ensure applicable consistency between the two.

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

Date Adopted:  
Last Revised:

### **3.19 LH ASBA License Personnel Employment**

The superintendent and principals are responsible for the selection and recommendation for employment of all employees in the Lake Hamilton School District. The recommendation of a selection committee will be considered by the principals and superintendent. All professional personnel selected for employment must be approved by the superintendent and recommended to the board for approval. The board may dis-approve any recommendation made by the superintendent, but it may employ personnel only on the recommendation of the superintendent.

Along with efforts of the principal to recruit the best possible applicants for teacher and staff positions, principals will post notices of all vacancies in the faculty rooms. Principals will post summer vacancies in their office and/or the Central Office bulletin board. No vacancy will be filled until it has been posted at least five (5) business days.

All prospective employees must fill out an application form provided by the District, official copies of transcripts of applicable college/university education, an official copy of teaching license, and any resume provided by the employee, all of which information is to be placed in the personnel file of those employed.

Newly hired employees shall be required to have a criminal background check. Continued employment is contingent upon successfully passing the background check. 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.

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

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

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 Lake Hamilton School 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 non-discrimination may be directed to the Assistant Superintendent of Schools, who may be reached at 205 Wolf Street, Percy AR 71964 or 501-767-2306.

For further information on notice of non-discrimination or to file a complaint, visit <http://wdcrobcolpoi.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.

Schedule of Re-employment - Each of the following groups shall be rehired upon recommendation of the superintendent in the regular monthly board meeting listed.

- Superintendent - January
- Central Office/District-Wide Administrators and Directors -February
- Principals and Assistant Principals - March
- All Other Certified Faculty - April

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;
3. A deceased veteran's spouse who is unmarried throughout the hiring process

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

1. 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;
2. 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 veterans' 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:
  - a. Form DD-214 indicating honorable discharge;
  - b. 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;
  - c. Marriage license;
  - d. Death certificate;
  - e. Disability letter from the Veteran's Administration (in the case of an applicant with a service-related disability).

Failure of the applicant to comply with the above requirements shall result in the applicant not



receiving the veteran preference; in addition, meeting the qualifications of a veteran or spousal category does not guarantee either an interview or being hired.

**Legal References:**

**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**

**A.C.A. § 6-17-410**

**A.C.A. § 6-17-411**

**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**

**Approved: 3-16-92**

**Last Revised: 2-20-18**

### **3.2 ASBA Licensed Personnel Evaluations**

#### Definitions:

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

"Building level or district level leader" means an individual employed by the District whose job assignment is that of a building level or district level administrator or an equivalent role, including an administrator licensed by the State Board of Education, an unlicensed administrator, or an individual on an Administrator Licensure Completion Plan. Building level or district level leader does not include the superintendent or assistant superintendent.

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

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

#### Teachers

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

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

Teachers will be evaluated under the schedule and provisions required by TESS. All teachers, other than novice teachers, will have a summative evaluation over all domains and components at least once every four (4) years. To establish the initial four (4) -year rotation schedule for teachers, other than novice teachers, to be summatively evaluated, at least one-quarter (1/4) of each school's teachers, other than novice teachers, will be selected for evaluation by accepting volunteers and then by random drawing. Novice teachers will receive a summative evaluation in the year following the completion of their novice period and will be added to the four (4) year summative evaluation rotation for following years. A teacher who transfers into the District from another Local Educational Agency (LEA) shall be added to the four (4) year summative evaluation rotation based on when the teacher's most recent summative evaluation was conducted.

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

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

1. A written evaluation of the teacher's performance on all evaluation domains as a whole;
2. The evaluation framework and evaluation rubric appropriate to the teacher's role;
3. Multiple sources of evidence of the teacher's professional practice including, but not limited to:
  - a. Direct observation;
  - b. Indirect observation;
  - c. Artifacts; and
  - d. Data; and
  - e. Peer observation
  - f. Student feedback
4. Presentations of evidence chosen by the teacher, the evaluator, or both.

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

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

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

A teacher shall continue to demonstrate a commitment to student learning in formative years by furthering the teacher's professional growth and development as guided by the teacher's PGP.

The teacher's evaluator, or one or more individuals selected by the evaluator, shall support the teacher on an ongoing basis throughout the formative years by:

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

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

#### Building Level or District Level Evaluations

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

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

Building level or district level leaders, except for beginning administrators, shall have a summative evaluation at least once every four (4) years. To establish the initial four-year rotation schedule for inquiry category building level or district level leaders, except for beginning administrators, to be summatively evaluated, at least one quarter (1/4) of each school's inquiry category building level or district level leaders will be selected for evaluation beginning with the least experienced. Beginning administrators shall have a summative evaluation in the year following the completion of their beginning administrator period and will be added to the four (4) year summative evaluation rotation for following years. A building level or district level leader who transfers into the District from another LEA shall be added to the four (4) year summative evaluation rotation based on when the building level or district level leader's most recent summative evaluation was conducted.

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

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

The Superintendent, or designee shall use the evaluation framework and rubric that is appropriate to the role and responsibilities of the building level or district level leader when conducting the building level or district level leader's summative evaluation. The Building level or district level leader's summative evaluation shall result in a written overall performance rating that is based on multiple sources of evidence of the building level or district level leader's professional practice, which may include:

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

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

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

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

Legal References:

A.C.A. § 11-3-204 ADE Rules Governing Educator Support and Development

Approved: 4-8-13

Last Revised: 2-20-18

### **3.20 LH ASBA Reimbursement of Travel Expenses**

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

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

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

The district will **not** reimburse travel expenses that occur within Garland County. Employees who do not wish to use their personal vehicle for necessary and approved travel inside Garland County shall use the district online travel request system to secure a school vehicle. In order to ensure vehicle availability, requests should be made 3 school days in advance.

The provisions of policy 9.12 Expense Reimbursement are incorporated by reference into this policy.

Approved: 6-21-10

Revised: 3-16-20

### **3.21 LH ASBA Licensed Personnel Use Of Tobacco, Electronic Nicotine Delivery Systems And Related Products**

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

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

Revised: 12-16-02

Revised: 4-21-14

### **3.22 LH Dress and Appearance**

The dress and appearance of teachers have much to do with their acceptance as a professional person by both students and community. Teachers are encouraged to dress in a manner commensurate with their position as a professional educator. To assist teachers in determining proper dress, the following guidelines are submitted.

- A. The teachers of Lake Hamilton School District believe that students are very much aware of what a teacher wears. Teachers have an obligation to set certain patterns before children, dress being one of these important areas.
- B. Clothing (or actions) which may be classified as extreme will have an effect on children and should be avoided.
- C. Pictures, lettering, or writing on clothing may be distasteful and should be avoided. This is especially true if "hidden meanings" are implied.
- D. Low-cut dresses, sheer skirts and blouses, and extremely tight-fitting garments are all unsuitable for daily school wear.
- E. Principals or supervisors will determine when jeans will be considered proper for school wear.
- F. It may be appropriate to alter regular school attire on special occasions such as pep days, field trips and workdays.

Revised: 5-18-09

### **3.23 ASBA 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:

- Using students for preparation or dissemination of campaign materials;
- Distributing political materials;
- Distributing or otherwise seeking signatures on petitions of any kind;
- Posting political materials; and
- 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 Reference:   A.C.A. § 6-16-122  
                          A.C.A. § 7-1-103  
                          A.C.A. § 7-1-111

Approved: 6-21-10



### **3.24 LH Liability for Debts**

While it is the desire of the board that all employees pay their financial obligations, the board shall not become a collection agency by accepting orders to deduct certain amounts from monthly salary checks until their debts are liquidated, except by court order.

### **3.25 LH ASBA Discipline and Grievance**

A teacher shall be entitled to and shall be offered the opportunity to have a witness or representative of the teacher's choice present during any disciplinary or grievance matter with any administrator.

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

#### **Definitions**

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

“Grievance” means a claim or concern raised by an individual employee of this school district related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules; federal laws and regulations; state laws and rules; or terms or conditions of employment. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision.<sup>1</sup> A group of employees who have the same grievance may file a group grievance.

“Group Grievance” means a grievance that may be filed as a group 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

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

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

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

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

#### **Process**

Level One: An employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance. Except for a grievance

concerning back pay, the employee must inform his/her immediate supervisor of the existence of a potential grievance within five (5) working days of the occurrence of the grievance. The supervisor shall schedule a conference with the employee to hear the employee's potential grievance that shall be held no later than five (5) working days after the supervisor is informed of the existence of the potential grievance and offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. (If the grievance is not advanced to Level Two within five (5) working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five (5) working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten (10) working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee's immediate supervisor is the building principal, the superintendent.

Level Two (when appeal is to the building principal): Upon receipt of a Level Two Grievance Form, the building principal will have ten (10) working days to schedule a conference with the employee filing the grievance. The principal shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the principal will have ten (10) working days in which to deliver a written response to the grievance to the employee. If the grievance is not advanced to Level Three within five (5) working days from the date of the principal's written response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

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

Level Three: If the proper recipient of the Level Two Grievance was the building principal, and the employee remains unsatisfied with the written response to the grievance, the employee may advance the grievance to the superintendent by submitting a copy of the Level Two Grievance Form and the principal's reply to the superintendent within five (5) working days of his/her receipt of the principal's written reply. The superintendent will have ten (10) working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten (10) working days in which to deliver a written response to the grievance to the employee.

**Appeal to the Board of Directors:** An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Directors within five (5) working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent<sup>2</sup>. If the grievance is not appealed to the Board of Directors within five (5) working days of his/her receipt of the superintendent's written response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. Based on a review of the Level Two Grievance Form and the superintendent's reply, the board shall:

1. For a grievance filed as an individual, determine if the grievance, on its face, is a subject that may be grieved under district policy.
2. For a grievance that is filed as a group grievance, review the composition of the group and either:
  - a. 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
  - b. Rule that the composition of the group does not meet the definition of a group grievance under District policy.

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

If the Board rules the grievance to be a subject that may be grieved, they shall immediately commence a hearing on the grievance. All parties have the right to representation at the appeal hearing by a person of their own choosing except that no party shall be represented by an individual who is a member of the employee's immediate family. The employee shall have no less than ninety (90) minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open to the public, the parent or guardian of any student under the age of eighteen (18) years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

**Records**

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

**Reprisals**

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

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

Date Adopted:

Last Revised: 6-16-03

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

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

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

**Personnel Policy grievance is based upon:**

**Grievance (be specific):**

**What would resolve your grievance?**

**Supervisor's Response**

**Date submitted to recipient-----: \_\_\_\_\_**

**Date Adopted:**

**Last Revised:**

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

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

The District believes the best policy to create an educational and work environment free from sexual harassment is prevention; therefore, the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sexual harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to:

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

#### **Definitions**

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

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

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

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

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

1. A District employee:
  - a. Conditions the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;<sup>2</sup> or
  - b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;<sup>2</sup>
2. The conduct is:
  - a. Unwelcome; and



- b. Determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
- 3. Constitutes:
  - a. Sexual assault;
  - b. Dating violence
  - c. Domestic violence; or
  - d. Stalking.

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

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

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

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

Employees who believe they have been subjected to sexual harassment are encouraged to submit a report to their immediate supervisor, an administrator, or the Title IX coordinator. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the sexual harassment. If the District staff member who received a report of alleged sexual harassment is not the Title IX Coordinator, then the District staff person shall inform the Title IX Coordinator of the alleged sexual harassment. As soon as reasonably possible after receiving a report of alleged sexual harassment from another District staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

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

### **Supportive Measures**

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

### **Formal Complaint**

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

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

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

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

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

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

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

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

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

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

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

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

- If an appeal is not filed, the day after the period for an appeal to be filed expires; or

- If an appeal is filed, the date the written determination of the result of the appeal is provided to the parties.

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

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

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

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

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

### **Appeals**

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

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

For all appeals, the District shall:

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

7. Provide the written decision simultaneously to both parties.

### **Confidentiality**

Reports of sexual harassment, both informal reports and formal complaints, will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to:

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

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

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

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

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

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

### **Retaliation Prohibited**

Employees who submit a report or file a formal complaint of sexual harassment,; testified; assisted; or participate or refused to participate in any manner in an investigation, proceeding, or hearing on sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats; intimidation; coercion; discrimination; or charges for personnel policy violations that do not involve sex discrimination or sexual harassment, arise out of the same facts or circumstances as a report or formal complaint of sex discrimination, and are made for the purpose of interfering with any right or privilege under this policy. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by District officials, students, or third parties.

### **Disciplinary Sanctions**

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

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

### **Records**

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

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

Notes: <sup>1</sup> 34 C.F.R. § 106.44 **requires** that a district have procedures governing the grievance process and the appeals process to accompany this policy. The procedures are required to cover all of the following:

- Direct that complainants and respondents shall be treated equitably by:
  - Offering supportive measures to the complainant;
  - Completing the District's grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.
  - Providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent that are designed to restore or preserve equal access to the District's education program or activity, which may include the same individualized supportive measures;
  - Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence;
  - Provide that credibility determinations may not be based on a person's status as a complainant, respondent, or witness;

- Require that any individual designated by the District as a Title IX Coordinator, investigator, or decision-maker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;
- Indicate that individuals selected by the District as Title IX Coordinators, investigators, and decision-makers have received training on:
  - The definition of sexual harassment;
  - The scope of the District's education program or activity;
  - How to conduct an investigation and the grievance process, including appeals;
  - How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and
  - Issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant; and
  - Issues of relevance to create an investigative report that fairly summarizes relevant evidence;
- Provide the District webpage where the materials used to train the District's Title IX Coordinators, investigators, and decision-makers is located;
- Include a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process;
- Include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals;<sup>3</sup>
- A process that allows for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action, which may include:
  - The absence of a party, a party's advisor, or a witness;
  - Concurrent law enforcement activity; or
  - The need for language assistance or accommodation of disabilities;
- Describe the range of possible disciplinary sanctions and remedies or list the possible disciplinary sanctions and remedies that the District may implement following any determination of responsibility;
- State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard;<sup>7</sup>
- Include the procedures and permissible bases for the complainant and respondent to appeal;
- Describe the range of supportive measures available to complainants and respondents; and
- Indicate that the District shall not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party's voluntary, written consent or that party's voluntary,



written consent if the party is over the age of eighteen (18) to do so for the grievance process.

<sup>2</sup> While we have left the language from the definition for sexual harassment from 34 C.F.R. § 106.30 requiring that the sexual conduct with an employee must be “unwelcome” in this policy, we have removed the word “unwelcome” from the student policy as A.C.A. § 12-18-103 prohibits sexual conduct between district employees and students regardless of whether the student considers the sexual conduct to be welcome or unwelcome.

<sup>3</sup> The minimum number of days you are required to provide for the parties to review the evidence is ten (10) days. Make sure that the number of days you include here matches with the time frame included in your procedures governing the grievance process.

<sup>4</sup> As A.C.A. § 6-18-502(c)(1)(B) provides that the superintendent has the authority to “modify the prescribed penalties for a student on a case-by-case basis”, we have left this appeal option in this policy in recognition that an employee may be sexually harassed by a student. 34 C.F.R. § 106.45 requires that either party must have an equal opportunity to appeal for the stated reasons; therefore both the complainant and respondent have the right to appeal the initial determination-maker’s disciplinary sanctions.

<sup>5</sup> While the Family Educational Rights and Privacy Act (FERPA) ordinarily requires that documents containing information about more than one student be redacted so that a student may only view the portion of the educational record that is relevant to that particular student, 34 C.F.R. § 106.6 provides that FERPA does not apply to the extent necessary to provide due process to both parties involved in the grievance process; this includes allowing either party to review the names of the other party as well as any witnesses who have provided evidence relevant to the investigation.

<sup>6</sup> The language here does not change an individual’s rights under the IDEA, Section 504, or the ADA.

<sup>7</sup> We have opted to use the preponderance of the evidence standard for determination of responsibility. If you choose to use the clear and convincing evidentiary standard instead, change the language here to indicate so and make sure that your procedures indicate so as well. 34 C.F.R. § 106.45 requires that you use the same evidentiary standard for both students and employees.

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

Legal References:    20 USC 1681 et seq.

34 C.F.R. Part 106  
A.C.A. § 6-15-1005  
A.C.A. § 6-18-502  
A.C.A. § 12-18-102

Date Adopted:  
Last Revised:

### **3.27— ASBA - 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: 3-16-20

Last Revised:

### **3.28 LH ASBA Computer Use**

The Lake Hamilton 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.

Passwords or security procedures are to be utilized as assigned, and confidentiality of student records relating to personnel is to be maintained at all times. Employees must not disable or bypass security procedures, 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 designed to prevent users from accessing material that is harmful to minors. The District Information Technology Security Officer or designee may authorize the disabling of the filter to enable access by an adult for bona fide research or other lawful purpose. Employees who misuse district-owned computers including excessive personal use, for personal use during instructional time, to violate any other policy, knowingly or negligently allowing unauthorized access, or accessing or creating sexually explicit or pornographic text or graphics, will face disciplinary action, up to and including termination or nonrenewal of the employment contract.

Legal References: 20 USC 6801 et seq. (Children's Internet Protection Act; PL 106-554)  
A.C.A. § 6-21-107 A.C.A.S 6-21-111

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 computers/internet" includes, but is not limited to, the following:
  - a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
  - b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
  - c. posting anonymous messages on the system;
  - d. using encryption software other than when required by the employee's job duties;
  - e. wasteful use of limited resources provided by the school including paper;
  - f. causing congestion of the network through lengthy downloads of files other than when required by the employee's job duties;
  - g. vandalizing data of another user;
  - h. obtaining or sending information that could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;

- i. gaining or attempting to gain unauthorized access to resources or files;
  - j. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
  - k. using the network for financial or commercial gain without district permission;
  - l. theft or vandalism of data, equipment, or intellectual property;
  - m. invading the privacy of individuals other than when required by the employee's job Duties;
  - n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
  - o. introducing a virus to, or otherwise improperly tampering with, the system;
  - p. degrading or disrupting equipment or system performance;
  - q. creating a web page or associating a web page with the school or school district without proper authorization;
  - r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
  - s. providing access to the District's Internet Access to unauthorized individuals;
  - t. taking part in any activity related to Internet use that creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
  - u. making unauthorized copies of computer software;
  - v. personal use of computers during instructional time; or
  - w. installing software on district computers without prior approval of the Information Technology Security Officer or his/her designee except for District technology personnel as part of their job duties.
  - x. employees shall not post political opinions, religious opinions or advertisements to the district's email users.
  - y. the network administrator will conduct random checks for computer or internet abuse and report results to the employee's immediate supervisor.
  - z. computer or connectivity problems are to be addressed to the building level tech coordinator.
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 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.

Approved: 10-15-01

Revised: 6-16-03

### **3.29 LH ASBA Calendar**

The superintendent shall present to the PPC a school calendar for consideration. The superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals. The PPC shall have the time prescribed by law and/or policy in which to make any suggested changes before the superintendent recommends the calendar for adoption by the board.

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

The Lake Hamilton School District shall operate by the following calendar:

#### 2022-2023 Lake Hamilton School District Calendar

August 15th-18th		Professional Development
August 19th		Flex PD Day
August 22nd		First Day of School for Students
September 5th		Holiday - Labor Day ( No School)
October 11th & 13th		Parent/Teacher Conferences
October 14th		No School
October 21st		End of 1st Quarter
November 21st-25th		Holiday - Fall Break/Thanksgiving
December 21st - January 3rd		Holiday - Christmas break
January 4th		Classes resume
January 13th		End of 2nd Quarter
January 16th		Holiday - Martin Luther King birthday
February 20th		No School
March 14th & 16th		Parent/Teacher Conferences
March 17th		No School
March 20th- 24th		Spring Break
March 31st		End Of 3rd Quarter
April 21st		No School
May 29th		Memorial Day Holiday
June 2nd		Last day for students

June 2nd		End of 4th Quarter
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Legal Reference:   A.C.A. § 6-15-2907(f)  
                          A.C.A. § 6-17-201  
                          ADE Rules Governing the Arkansas Educational Support and  
                          Accountability Act

Approved: 5-15-10  
Last Revised: 3-12-18

### **3.3 ASBA - 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: 3-16-20

Last Revised:



### **3.30 LH ASBA 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) or legal guardian(s) of their students to discuss their academic progress. 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 nonparticipation 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 or credit denial shall be communicated promptly in a personal conference.

Legal References: State Board of Education Standards of Accreditation 12.04.1, 12.04.2, and 12.04.3 A.C.A.S 6-15-1701(b)(3)(C)

Approved: 5-18-09

Revised: 5-18-15

### **3.31 LH ASBA Drug-Free Workplace**

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. Such services are available from the following sources.

- Employee Assistance Program - for ARBenefits Plan Members and their families  
Call Guidance Resources 24 hours a day: 1-877-247-4621 Or visit  
[www.guidanceresources.com](http://www.guidanceresources.com)
- Quapaw House Inc.  
Residential, and long term treatment facility  
812 Mt. Pine Rd., Hot Springs, 71913, 501-624-1360
- The Prevention Resource Center at the Family Service Center  
1401 Malvern suite 100, Hot Springs, AR, 501-318-2648

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

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

It shall not be necessary for an employee to test at a level demonstrating intoxication by any substance in order to be subject to the terms of this policy. Any physical manifestation of being under the influence of a substance may subject an employee to the terms of this policy. Those actions 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. Employees suspected of violating this policy will have the opportunity to present valid medical evidence that would appropriately explain and justify their physical condition that caused the allegation.

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 4.60 Workplace Injuries and Workers' Compensation.

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 five (5) calendar days to the superintendent. Within ten (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.

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

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

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

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

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

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

Revised: 5-18-09

Revised: 5-18-15

### **3.32ASBA Family and Medical Leave**

The Family and Medical Leave Act (FMLA) leave 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.

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 a teacher whose principal function is teach and instruct students in a class, a small group, or an individual setting and includes, athletic coaches, driving instructors, 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, nor does it include 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 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 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. In order to care for the spouse, or a 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, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in the Armed Forces.

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 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, 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 during that the District maintains health coverage for the employee by paying the 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 to which 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, re occurrence, or onset of a serious health condition that entitles the employee to leave under reasons 3 or 4 listed above; and/or
- b. Other circumstances exist beyond the employee's control.

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

### **Reporting Requirements during Leave**

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

### **Return to Previous Position**

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

The employee's right to return to work and/or to the same or an equivalent position does not supersede any actions taken by the District, such as conducting a RIF, ~~which~~ 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 ~~delay the~~ 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 re certification 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 requested certification.

### **Substitution of Paid Leave**

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

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

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

### **Return to Work**

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

If the District's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work **and** the designation determination listed the employee's essential job functions, the employee must

provide certification that the employee is able to perform those functions prior to returning to work. The employee's failure to do so or his/her inability to perform his/her job's essential functions voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

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

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

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

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

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

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

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

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

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

If the employee chooses to transfer to an alternative position, the alternative position it 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 employees more than five (5) weeks prior to end of the semester**

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

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

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

#### **SERIOUS ILLNESS**

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

#### **Definitions:**

"Covered Service Member" is:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in

outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

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

**Outpatient Status:** used in respect to a covered servicemember, 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

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

**“Serious Injury or Illness”:**

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

**“Son or daughter of a covered service member”** means a covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered 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 service member and ends twelve (12) months after that date.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of twenty-six (26) weeks of leave during one twelve (12) month period to care for the service member who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered service member continues to be limited for reasons 1 through 4 in Section One and for any qualifying exigency to a total of twelve (12) weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for sixteen (16) weeks during a twelve



(12) month period could only take a total of ten (10) weeks for reasons 1 through 4 in Section One and for any qualifying exigency. An eligible employee may not take more than twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency regardless of how little leave the eligible employee may take to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury.

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

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

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

### **Medical Certification**

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

### **Employee Notice to District**

**Foreseeable Leave:**

When the need for leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury is clearly foreseeable at least thirty (30) days in advance, the employee shall provide the District with not less than thirty (30) days' notice before the date the employee intends for the leave is to begin for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

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

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

#### **Unforeseeable Leave:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Legal References: 29 USC §§ 2601 et seq.  
29 CFR 825.100 et seq.

Approved: 4-17-95  
Last Revised: 5-16-16

### **3.34 LH ASBA Cell Phone Use**

Use of cell phones or other electronic communication devices by employees during instructional time when students are present is strictly forbidden unless specifically approved in advance by the superintendent, building principal, or their designees.

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

All employees are forbidden from using school-issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.

No employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to and including termination.

Approved: 6-21-10

Revised: 4-21-14

### **3.35 LH ASBA License Personnel Benefits**

#### **District Provided Fringe Benefits for Certified Employees**

Lake Hamilton School District believes that its employees deserve to be **compensated in addition to salaries**. The **district provides, at its discretion, a comprehensive benefits** package. These benefits, other than those required by state statute, may be added to or revoked at any time depending on the financial situation of the district. The following benefits are currently provided to all full-time certified employees:

- Sick Leave will be awarded in accordance with policy 4.23A.
- Compensation for unused sick leave days will be paid in accordance with policy 4.23A.
- Retiring staff members will be paid for unused sick leave days in accordance with policy 4.13.
- Three (3) days of paid leave is granted for personal business without cost to the employee (policy 4.23C)
- The district provides optional participation in a Long-Term Disability Leave Bank (policy 4.23B).

Payroll deduction is provided for voluntary participation in credit union, professional organization dues, tax deferred annuity programs, and employee-. purchased insurance products.

Lake Hamilton School District provides a Section 125 Cafeteria Plan program for its employees at no cost for participation.

The district sponsors Section 457 and Section 403b tax savings and retirement plans.

The district provides full coverage dental insurance to staff members and their immediate families.

The district pays the premium for school business trip insurance for all employees, including bus drivers.

The district provides vision insurance for all full time employees.

The District shall distribute funding for health insurance coverage in accordance with state law and the Affordable Care Act. The District reserves the right to adjust the monthly distribution as necessary to account for changes in staffing, student population, and the ADE determination of the funding required to be distributed based on the funding matrix. Specifically, the amount distributed to each employee is NOT part of their salary and is NOT guaranteed to be the same from month-to-month or year-to-year.

Approved: 4-19-99

Revised: 2-21-05

Revised: 5-18-09

Revised: 4-21-14

### **3.36 LH ASBA Licensed Personnel Dismissal and Non-Renewal**

#### **Dismissal and Non-Renewal of Contracts**

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.) through 1510 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 Reference:**

A.C.A. § 6-17-201 et seq.

A.C.A. § 6-17-2801 et seq.

Approved: 3-13-95

Last Revised: 4-21-14



### **3.37 LH ASBA Assignment of Teacher Aides**

#### **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

Approved: 5-18-09

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

#### Definitions

1. "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;
2. "Bullying" means:
  - a. 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;
  - b. substantial interference with a student's education or with a public school employee's role in education;
  - c. 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
  - d. substantial disruption of the orderly operation of the school or educational environment;

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

- A. Cyberbullying;
- B. Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,
- C. Pointed questions intended to embarrass or humiliate,
- D. Mocking, taunting or belittling,
- E. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
- F. Demeaning humor relating to a student's actual or perceived attributes,
- G. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
- H. Blocking access to school property or facilities,
- I. Deliberate physical contact or injury to person or property,
- J. Stealing or hiding books or belongings,
- K. Threats of harm to student(s), possessions, or others,
- L. Sexual harassment, as governed by policy 3.26, is also a form of bullying, and/or
- M. 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").

3. "Cyberbullying" means any form of communication by electronic act that is sent with the purpose to:
  - a. Harass, intimidate, humiliate, ridicule, defame, or threaten a student, school employee, or person with whom the other student or school employee is associated; or
  - b. Incite violence towards a student, school employee, or person with whom the other student or school employee is associated.

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

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

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

4. "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
5. "Substantial disruption" means without limitation that any one or more of the following occur as a result of the bullying:
  - a. Necessary cessation of instruction or educational activities;
  - b. Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;
  - c. Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or
  - d. Exhibition of other behaviors by students or educational staff that substantially interfere with the learning environment.

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

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

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

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

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

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

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

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

DESE has created a guidance document on bullying that could be useful in developing staff and student training on bullying. The document can be found at <https://dese.ade.arkansas.gov/Offices/communications/safety/anti-bullying-and-violence-prevention>.

|Legal Reference: A.C.A. § 6-18-514

Adopted:5-18-09

Revised:2-20-18

### **3.4 LH ASBA Reduction In Force**

#### **Section One**

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

In effecting a reduction in force, the primary goals of the school district shall be: what is in the best interests of the students; to maintain accreditation in compliance with the Standards for 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.

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 laid off 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 160 days in a school year shall not constitute a year. It is a teacher's individual responsibility to ensure his/her point totals are correct in District files.

#### **Points:**

- Years of service in the district-1 point per year  
All certified 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. Working fewer than 150 days in a school year shall not constitute a year.
- Advanced study in any area of licensure in which the teacher will be ranked according to the educational increments based on the assignment on the salary schedule.
  - 1 point- Bachelor's degree +15 credit hours
  - 2 points-Master's degree
  - 3 points—Master's degree + 15 credit hours
  - 4 points-Master's degree + 30 credit hours
  - 5 points-Advanced degree beyond Master's
- National Board of Professional Teaching Standards certification-1 point
- Additional academic content areas of endorsement as identified by the state board—1 point per area
- Certification 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

All points awarded must be verified by documents on file with the District by October 1 of the current school year. Each teacher's points shall be totaled with teachers ranked by the total points from highest to lowest. All 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 with the superintendent whose decision shall be final.

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 a permanent, 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 coursework or passing exams or any other requirement of the Arkansas Department of Education, other than the attainment of 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.

If a teacher is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to two (2) years. The non-renewed teacher shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies shall be by certified mail and the non-renewed teachers shall have 10 working days from the date that the notification is received in which to accept the offer of a position. A lack of response or a teacher's refusal of a position shall end the district's obligation to replace the laid-off teacher.

## Section Two

The employees of any school district which annexes to, or consolidates with, the Lake Hamilton 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 Lake Hamilton District, if any, at the time of the annexation or consolidation, or within sixty (60) 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 Lake Hamilton District.

Such employees will not be considered as having any seniority within the Lake Hamilton District and may not claim an entitlement under a reduction in force to any position held by a Lake Hamilton District employee prior to, or at the time of, or prior to the expiration of sixty (60) days after the consolidation or annexation, if the notification provision below is undertaken by the superintendent.

The superintendent shall mail or have hand-delivered the notification to such employee of his intention to recommend non-renewal or termination pursuant to a reduction in force within sixty (60) days of the effective date of the annexation or consolidation in order to effect the

provisions of this section of the Lake Hamilton 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 sixty (60) 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 sixty (60) days from the effective date of the annexation or consolidation in order to issue notification of his intention to recommend dismissal through reduction-in-force, but merely that the superintendent has that period of time in which to issue notification so as to be able to invoke the provisions of this section. The intention of this section is to ensure that those Lake Hamilton 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

Last Revised: 5-18-09



### **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 1-800-482-596; 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 fax only. **Failure to report suspected child abuse, maltreatment, or neglect by 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 call the Child Abuse Hotline or who report serious and imminent threats to the public to law enforcement in good faith are immune from civil liability and criminal prosecution.

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

A.C.A. § 12-18-201 et seq.

A.C.A. § 12-18-402

Date Adopted:

Last Revised: 5-18-09



### **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 restrooms or dressing areas where an expectation of bodily privacy is reasonable and customary.

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

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

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

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

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

Approved: 06-21-10

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

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

Legal Reference: A.C.A. 6-17-401

Date Adopted: 3-16-20

Last Revised:

### **3.44 LH ASBA Workplace Injuries and Workers' Compensation**

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain any injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the Associate Superintendent. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic. In addition, employees whose injuries require medical attention shall submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits.

A Workers' Compensation absence may run concurrently with FMLA leave (policy 3-32) when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

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

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

- Will be charged for a day's sick leave for the all days missed until such time as the WC claim has been approved or denied;
- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

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)

Approved: 5-20-13

Revised: 5-16-16

### **3.45 LH ASBA Social Networking and Ethics**

#### **Definitions:**

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

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

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

#### **Policy**

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

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

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

The 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. Staff members are discouraged from creating personal social media accounts to which they invite



students to be friends or followers. Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

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

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

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

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

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

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

1. Disclose the username and/or password to his/her personal social media account;
2. Add an employee, supervisor, or administrator to the list of contacts associated with his/her personal social media account;

3. Change the privacy settings associated with his/her personal social media account; or
4. Retaliate against the employee for refusing to disclose the username and/or password to his/her personal social media account.

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

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

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

Legal Reference: A.C.A. § 11-2-124

**RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS EDUCATORS**

Adopted: 4-21-14

### **3.46 LH ASBA Licensed Personnel Vacations**

Employees contracted for 250 days will be credited with 10 days of vacation at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month, or major portion of a month, for any days used but not earned.

Instructional employees may not generally take vacation days during instructional time. All vacation time must be approved by the superintendent or his designee.

No employee shall be entitled to more than 20 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Employees having accrued vacation totaling more than 20 days as of the date this policy is implemented shall not be eligible to increase the number of days carried forward during their employment with the district. Earned but unused vacation will be paid upon resignation, retirement, termination, or nonrenewal at 50% of the employee's current daily rate of pay.

Revised: 5-18-09

Revised: 3-14-11

Revised: 5-18-15

### **3.47 LH ASBA 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 at least weekly 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.

Approved: 3-14-11

### **3.48 LH ASBA 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.
- He/she has a valid conceal and carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

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

#### **Other Weapons**

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

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

**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

**Revised: 12-16-02**  
**Revised: 02-21-05**  
**Revised: 4-21-14**

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

An employee shall have thirty (30) days from the date of the receipt of his contract for the following school year in which to return the contract, signed, to the office of the Superintendent. The date of receipt of the contract shall be presumed to be the date of a cover memo<sup>1</sup> which will be attached to the contract.

Failure of an employee to return the signed contract to the office of the Superintendent within thirty (30) days of the receipt of the contract shall operate as a resignation by the employee. No further action on the part of the employee, the Superintendent, or the School Board shall be required in order to make the employee's resignation final.<sup>2</sup>

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

Attached please find your contract of employment for the (date/date) school year.

Pursuant to Arkansas law, you have thirty (30) calendar days from the date of this memo to sign and return your contract of employment to the office of the Superintendent.

According to personnel policy 3.5, the failure of an employee to sign and return his or her contract by the thirtieth (30<sup>th</sup>) day shall operate as a resignation, and steps will immediately begin to fill that vacated position for the next school-year.

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

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

Date Adopted:

Last Revised:





### **3.50– LH ASBA Administrator Evaluator Certification**

#### **Continuing Administrators**

The Superintendent or designee shall determine and notify in writing by August 31 of any current or prior contract 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 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:     Arkansas Department of Education Rules Governing the Teacher  
                              Excellence and Support System 4.05

Adopted: 4-21-14

### **3.51 LH ASBA School Bus Driver use of Mobile Device Communication Device**

"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: 4-21-14

### **3.52— LH ASBA Written Code of Conduct for Employees Involved In Procurement with Federal Funds**

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

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

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

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

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

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

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

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

Arkansas Department of Education Rules Governing the Ethical  
Guidelines And Prohibitions For Educational Administrators, Employees,  
Board Members And Other Parties  
Commissioner's Memo FIN 09-036  
Commissioner's Memo FIN-10-048  
Commissioner's Memo FIN 15-074  
2 C.F.R.§ 200.318  
7 C.F.R.§ 3016.36  
7 C.F.R.§ 3019.42

Adopted: 5-16-16

### **3.53 LH ASBA 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.

Adopted: 04-21-14

### **3.54 LH ASBA Teaching during Planning Period and/or of More than the Maximum Number of Students per Day**

A fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade teacher may voluntarily 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 Arkansas Department of Education (ADE) Rules Governing Class Size and Teaching Load. A fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade teacher may not teach more than the maximum number of students per day as set in the Standards and the DESE rules for teachers of fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade without receiving additional compensation unless the course being taught is one that meets the definition of a course that lends itself to large group instruction.

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

1. Hourly rate of pay for the loss of a planning period; and/or
2. Basic contract that is prorated 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 Reference:     A.C.A. § 6-17-812  
                           ADE Rules Governing Class Size and Teaching Load

Adopted: 5-18-15

Revised: 5-16-16

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

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

1. Teacher has volunteered to teach a class on \_\_\_\_\_ instead of a preparatory period from \_\_\_\_\_ through \_\_\_\_\_
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: \_\_\_\_\_

Notes:

1. Insert the start and end dates of the contract.
2. A teacher is not required to use his/her prep period in order to teach more than the one hundred fifty (150) students daily maximum so long as each class period does not go above thirty (30) students. If this is the situation, delete #2, pluralize "class" in #3, renumber the remaining paragraphs, and substitute the following language for #1:

*Teacher has volunteered to teach more than the one hundred fifty (150) maximum daily number of students, who shall be placed in the appropriate classes so that no one class contains more than thirty (30) students, from through*

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

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

- Take the base contract salary and divide it by the number of days in the contract to determine the teacher's daily rate of pay; and
- Divide the teacher's daily rate of pay by one hundred fifty (150) to find the per student per day rate. The teacher will then be paid the resulting per student amount multiplied by the number of students over one hundred fifty (150) that the teacher has enrolled each day. For example, Teacher has a contract for one hundred ninety days (190) with a salary of \$31,000. To calculate the daily per student amount would look like this:  $(31,000/190) / 150 = \$1.09$

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

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

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

Legal References: A.C.A. § 6-17-114  
A.C.A. § 6-17-812

Adopted: 5-16-16  
Revised: 2-20-18



### **3.55 LH ASBA 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;
2. Respiratory protection:
  - Dust/mist mask;
  - Half-face canister respirators;
3. Hearing protection:
  - Ear plugs;
  - Ear muffs;
4. Hand protection, which is based on hazard exposure(s) and type(s) of protection needed:
  - Leather;
  - Latex;
  - Rubber;
  - Nitrile;
  - Kevlar;
  - Cotton;
5. Body protection:
  - Welding apron;
  - Welding jackets;
  - Coveralls/Tyvek suits;
6. Foot Protection:
  - Metatarsal protection;
  - Steel toed boots/shoes;
  - Slip resistant shoes;
7. 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.

Adopted: 02-20-18

### **3.6 LH ASBA Licensed Personnel Employee Training**

#### **Employee Training**

For the purposes of this policy, professional development (PD) means a set of coordinated, planned learning activities for District employees who are required to hold a current license issued by the State Board of Education as a condition of employment or are an unlicensed employee teaching under a waiver of licensure that:

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

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

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

Each licensed employee shall receive a minimum of thirty-six (36) hours of PD annually to be fulfilled between July 1 and June 30.- A licensed employee may be required to receive more PD than the minimum when necessary to complete the licensed employee's PGP. All licensed employees are required to obtain thirty-six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.

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

The goal of all PD activities shall be improved teaching and learning knowledge and skills that result in individual, team, school-wide, and District-wide improvement designed to ensure that all students demonstrate proficiency on the state's academic standards. The District's-PD-plan PDP shall be research based and standards-based and in alignment with applicable ADE Rules and/or Arkansas code.

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

Flexible PD hours (flex hours) are those hours that an employee is allowed to substitute PD activities, different than those offered by the District, but are still aligned to the employee's PGP or the school's ACSIP. The District shall determine on an annual basis how many, if any, flex hours of PD it will allow to be substituted for District scheduled PD offerings. The determination may be made at an individual building, a grade, or by subject basis. The District administration and the building principal have the authority to require attendance at specific PD activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex PD hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the licensed employee's required hours shall equal one (1) contract day. Hours of PD earned by an employee that are in excess of the employee's required hours, but are either not at the request of the District or not pre-approved by the building principal, shall not be credited toward fulfilling the required number of contract days for that employee.<sup>34</sup> Hours earned that count toward the licensed employee's required hours also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for PD hours earned at the request of the District that necessitate the employee work more than the number of days required by their contract.

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

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

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

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

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

Beginning in the 2013-14 school-year and every fourth year thereafter, all mandated reporters and licensed personnel shall receive two (2) hours of PD related to child maltreatment required under A.C.A. §6-61-133- For the purposes of this training, "mandated reporters" includes school social workers, psychologists, and nurses.

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

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

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

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

Beginning with the 2018-2019 school year, the District shall provide professional development for one (1) of the prescribed pathways to obtaining a proficiency credential in knowledge and practices in scientific reading instruction for teachers licensed at the elementary level or in special education and professional development for one (1) of the prescribed pathways to obtaining an awareness credential in knowledge and practices in scientific reading instruction for teachers licensed in an area other than the elementary level or in special education. The professional development will be designed so that, by the beginning of the 2021-2022 school year, all teachers employed in a teaching position that requires an elementary education license or special education license shall demonstrate proficiency in knowledge and practices of scientific reading instruction and all other teachers shall demonstrate awareness in knowledge and practices of the scientific reading instruction.

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 PD.

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

All licensed personnel shall receive training related to compliance with the District's anti-

bullying policies.

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

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

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

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

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

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

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

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

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

District administrators as well as licensed personnel selected by the superintendent or building

principal shall receive training on the appropriate use of restraint and seclusion in accordance with ADE's Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings.

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

Approved PD activities may include:

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

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

PD activities shall relate to the following areas:

- Content (K-12);
- Instructional strategies;
- Assessment/data-driven decision making;
- Advocacy/leadership/fiscal management;
- Systemic change process;
- Standards, frameworks, and curriculum alignment;
- Supervision; mentoring/peer coaching;
- Next generation learning/integrated technology;
- Principles of learning/developmental stages/diverse learners;
- Cognitive research;
- Parent involvement/academic planning and scholarship;
- Building a collaborative learning community;
- Student health and wellness;
- The Code of Ethics for Arkansas Educators.

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

- School Fire Marshall program (A.C.A. § 6-10-110);
- Tornado safety drills (A.C.A. § 6-10-121);
- Statewide student assessments (A.C.A. § 6-15-2912);

- Test security and confidentiality (A.C.A. § 6-15-2907); Emergency plans and the Panic Button Alert System (A.C.A. § 6-15-1302); TESS (A.C.A. § 6-17-2806);
- Student discipline training (A.C.A. § 6-18-502);
- Student Services Program (A.C.A. § 6-18-1004);
- Training required by ADE under; The Arkansas Educational Support and Accountability Act and fiscal and facilities distress statutes and rules;
- Annual active shooter drills (A.C.A. § 6-15-1303).

#### Legal References:

Standards for Accreditation 1-B.4, 3-A.4, 3-B.1, 4-G.1, 4-G.2

DESE Rules Governing Professional Development

DESE Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements

DESE Rules Governing Student Special Needs Funding

DESE Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings

DESE Rules Governing school-based Automated External Defibrillator (AED) devices and Cardiopulmonary Resuscitation (CPR) programs in Arkansas Public Schools

DESE Rules Governing the Arkansas Educational Support and Accountability Act

A.C.A. § 6-10-121

A.C.A. § 6-10-122

A.C.A. § 6-10-123

A.C.A. § 6-15-1004(c)

A.C.A. § 6-15-1302

A.C.A. § 6-15-1303

A.C.A. § 6-15-1703

A.C.A. § 6-15-2907

A.C.A. § 6-15-2911

A.C.A. § 6-15-2912

A.C.A. § 6-15-2913

A.C.A. § 6-15-2914

A.C.A. § 6-15-2916

A.C.A. § 6-16-1203

A.C.A. § 6-17-429

A.C.A. § 6-17-703

A.C.A. § 6-17-704

A.C.A. § 6-17-708

A.C.A. § 6-17-709

A.C.A. § 6-17-710

A.C.A. § 6-17-2806

A.C.A. § 6-17-2808

A.C.A. § 6-18-502(f)

A.C.A. § 6-18-514(f)

A.C.A. § 6-18-708

A.C.A. § 6-20-2204

A.C.A. § 6-20-2303 (15)



A.C.A. § 6-41-608

A.C.A. § 6-61-133

Approved: 2-19-07

Revised: 2-19-07

Last Revised: 5-16-16

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

#### Definitions

1. “Clearinghouse” means the Federal Motor Carrier Safety Administration Commercial Driver's License Drug and Alcohol Clearinghouse.
2. “Database” means the Commercial Driver Alcohol and Drug Testing Database of the Office of Driver Services of the Arkansas Department of Finance and Administration.
3. “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.
4. “School Bus” is a motorized vehicle that meets the following requirements:
  - a. Is designed to carry more than ten (10) passengers;
  - b. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
  - c. Is operated for the transportation of students from home to school, from school to home, or to and from school events.<sup>1</sup>

#### Scope of Policy

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

1. The employee shall possess a current driver's license authorizing the individual to operate the size school bus the individual is being hired to drive<sup>2</sup>;
2. Have undergone a physical examination, which shall include a drug test,<sup>3</sup> by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certificate of school bus driver in service training.<sup>34</sup>

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

- The district receiving a negative drug test result for that employee;<sup>5</sup>
- The employee submitting an electronic authorization through the Clearinghouse for the District to run a full query of the employee's information in the Clearinghouse; and
- The employee's signing a written authorization for the District to request information from:
  - The Database;<sup>6</sup> and
  - Any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two (2) years prior to the date of the employee's application.

All employees who perform safety-sensitive functions shall annually<sup>7</sup> submit a written authorization for the District to conduct a limited query of the employee's information from the Clearinghouse. The District shall perform a limited query of all employees who perform safety-

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

### **Methods of Testing**

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

### **Requirements**

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

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

### **Prohibitions**

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;

- D. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
- F. No driver shall report for duty or remain on duty requiring the performance of safety-

sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner who, with knowledge of the driver's job responsibilities, has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;

- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

### **Testing for Cause**

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.<sup>78</sup>

### **Refusal to Submit**

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

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

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

### **Consequences for Violations**

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

termination or non-renewal of their contract of employment.<sup>89</sup>

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

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

### **Reporting Requirements**

The District shall report the following information about an employee who performs safety-sensitive functions to the Clearinghouse by the close of the third (3rd) business day following the date the District obtained the information:<sup>910</sup>

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

The District shall report the following violations for an employee who performs safety-sensitive functions by the close of the third (3rd) business day following the date the District obtains actual knowledge of:<sup>141</sup>

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

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

You are required to give drivers a copy of the procedures that will be used in the testing for

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

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

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

Give a copy of this policy to your drivers.

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

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

<sup>2</sup> The level of driver's license the employee is required to have is determined by the seating capacity or weight of the vehicle. There are vehicles that meet the definition of a school bus but do not require that the employee hold a commercial driver's license in order to operate the vehicle; however, any school bus that meets one of the following must be driven by an individual with a commercial driver's license:

- a. Combination Vehicle (Group A)—having a gross combination weight rating or gross combination weight of 11,794 kilograms or more (26,001 pounds or more), whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 4,536 kilograms (10,000 pounds), whichever is greater; or
- b. Heavy Straight Vehicle (Group B)—having a gross vehicle weight rating or gross vehicle weight of 11,794 or more kilograms (26,001 pounds or more), whichever is greater; or
- c. Small Vehicle (Group C) that does not meet Group A or B requirements but that either:
  - Is designed to transport 16 or more passengers, including the driver; or
  - Is of any size and is used in the transportation of hazardous materials.

<sup>23</sup> You have the option of also requiring an alcohol test, but you may not selectively require it, i.e. if you require it for one prospective employee you must require it for all prospective employees.

<sup>24</sup> A.C.A. § 6-19-108(f) requires extracurricular trips be made only by certified bus

drivers who have a valid in service training certificate.

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

**56** While the provisions for fines contained in A.C.A. § 27-23-209 do not apply to school districts, school districts are still required to comply with this law. It is for this reason, along with simple prudence in not hiring a person who receives a positive drug/alcohol test, that this language is included. The request for information required by the state is in addition to the federal requirement (49 C.F.R. § 40.25(a)(b)) that you request drug and alcohol test results from any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two years prior to the date of the employee's application.

**67** You may choose to have an employee submit a written authorization that is valid for a specific number of years instead of on an annual basis.

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

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

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

**910** When submitting a report, you are required to include all of the following information, as applicable, and provide a copy of the submitted information to the employee, which the employee should sign off on having received:

- A. The reason for the test;
- B. Employee's name, date of birth, and CDL number and State of issuance;
- C. District name, address, and USDOT number;
- D. Date of the test;
- E. Date the result was reported; and
- F. Test result, which must be one of the following:
  - Negative, which is only required for return-to-duty tests;

- Positive; or
  - Refusal to take a test, which shall include the following additional documentation for an employee's refusal to take a test due to the employee's failure to appear for the test:
    - i. Documentation, including, but not limited to, electronic mail or other contemporaneous record of the time and date the employee was notified to appear at a testing site; and the time, date and testing site location at which the employee was directed to appear, or an affidavit providing evidence of such notification;
    - ii. Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, indicating the date the employee was terminated or resigned (if applicable);
    - iii. Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, showing that the C/TPA reporting the violation was designated as a service agent for an employer who employs himself/herself as a employee performing safety-sensitive functions when the reported refusal occurred (if applicable); and
- G. Documentation, including a certificate of service or other evidence, showing that the District provided the employee with all documentation reported under paragraphs (a) through (f) above.

**101** When submitting a report, you are required to include all of the following information, as applicable, and provide a copy of the submitted information to the employee, which the employee should sign off on having received:

- a. Employee's name, date of birth, CDL number and State of issuance;
- b. District name, address, and USDOT number;
- c. Date the District obtained actual knowledge of the violation;
- d. Witnesses to the violation, if any, including contact information;
- e. Description of the violation;
- f. Evidence supporting each fact alleged in the description of the violation, which may include, but is not limited to:
  - Affidavits;
  - Photographs;
  - Video or audio recordings;
  - Employee statements unless the admission is made in conformity with the District's written employer voluntary self-identification program or policy;
  - Correspondence; or
  - Other documentation; and
- g. A certificate of service or other evidence showing that the District provided the employee with all information reported under paragraphs (a) through (f) above.



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:5-18-09

Last Revised:4-21-14

### **3.70LH Staff Involvement in Decision Making**

It shall be the policy of the Board to encourage employee participation in decision making for the school district. The superintendent is authorized to establish such committees as necessary to recommend policies and rules for the proper functioning of the district.

All professional personnel shall be encouraged to assist in the formulation of recommended educational policy for the district.

In the development of rules, regulations, and arrangements for the operation of the school system, the superintendent shall include at the planning stage, whenever feasible, those employees who will be affected by such provisions.

The superintendent shall provide channels for the intercommunication of ideas and feelings regarding the operation of the schools. He/she shall weigh with care the counsel given by employees and shall inform the board of all such counsel in presenting reports of administrative action and in presenting recommendations for board action.

Personnel Policies Committee (§ 6-17-201 et seq. 1983, amended 1995, 2003)

6-17-201. Requirement.

- (a) Each school district in the state shall have a set of written personnel policies, including the teacher salary schedule.
- (b) "Personnel policies" means all school district policies, guidelines, regulations, and procedures that pertain to the terms and conditions of a teacher's employment.
- (c) The personnel policies shall include, but are not limited to, the following terms and conditions of employment:
  - (1) Benefits;
  - (2) Compensation;
  - (3) Designation of work days;
  - (4) Holidays and non-instructional days;
  - (5) The annual calendar;
  - (6) Methods of evaluation;
  - (7) Extra duties;
  - (8) Leave;
  - (9) Grievances;
  - (10) Dismissal or non-renewal;
  - (11) Reduction in force; and
  - (12) Assignment of teacher aides.
- (d)(1) No school district shall receive in any year any funds from the Public School Fund until such district has filed its current personnel policies, including any salary schedules, as required by this by this subchapter, signed by the president of the board.
  - (2) The policy and schedules shall be filed with the Department of Education no later than September 15 of each year.
- (e) The department shall notify any district that has not filed such policies in

accordance with this section.

**6-17-202. Applicability.**

(a) The provisions of this subchapter shall not apply in any district which chooses to officially recognize in its policies an organization representing the majority of the teachers of the district for the purpose of negotiation personnel policies, salaries, and educational matters of mutual concern under a written policy agreement.

(b) School boards or their representatives shall not take or threaten actions which interfere with, restrain, or coerce a teacher in the exercise of the teacher's right to have an organization represent a majority of the teachers as set forth in this section.

**6-17-203. Committee for each school district.**

(a) Each school district shall have a committee on personnel policies which shall consist of no fewer than five (5) classroom teachers, and no more than three (3) administrators, one of which may be the superintendent.

(b) The classroom teacher members of each district's committee on personnel policies shall be elected by a majority of the classroom teachers voting by secret ballot. The election shall be solely and exclusively conducted by the classroom teachers, including the distribution of ballots to all classroom teachers.

**6-17-204. Incorporation into teachers' contracts.**

(a) The personnel policies of each school district shall be considered to be incorporated as terms of the certified personnel contracts and shall be binding upon the certified personnel and the district.

(b)(1) Any changes or additions to the personnel policies shall not be considered a part of certified personnel contracts until the next fiscal year.

(2)(A) Any changes or additions to the personnel policies may take effect Before the next fiscal year only if the changes or additions are approved by a majority of the certified personnel employed by the district voting by secret ballot.

(B) The voting and counting shall be conducted by the personnel policy committee.

(3) All changes or additions to the personnel policies or new personnel policies shall be made in accordance with this subchapter.

(c)(1)(A) A district may adopt a uniform policy, in accordance with this subchapter, limiting the number of past years' experience for which all newly employed certified personnel will receive credit on the salary schedule.

(B) The policy shall be written so that a prospective certified employee can determine his or her placement on the salary schedule.

(2) A school district shall adopt, in accordance with this subchapter, a supplement to the salary schedule for those certified staff employed longer than the period covered by the salary schedule and for duties in addition to certified employees' regular teaching assignments.

(3) Compensation policies approved by the personnel policy committee shall not apply to the chief administrator who is charged with administration of salary policy for all employees.

(4) No certified person may waive payment according to the salary schedule.

(d) Under the provisions of The Educator's Compensation Act of 2001, § 6-17-201 et seq., § 6-5-307(a), and 6-20-412, no school district shall be prohibited from paying certified staff additional salary increases as a supplement to the salary schedule even though the certified staff is not employed an additional time period longer than the period covered by the salary schedule or required to perform duties in addition to the certified employee's regular teaching assignments.

#### 6-17-205. Organization and duties of committee.

(a)(1) Each school district's committee on personnel policies shall organize itself in the first quarter of each school year and elect a chairman and secretary.

(2) The committee shall develop a calendar of meetings throughout the year to review the district's personnel policies in order to determine if additional policies or amendments to existing policies are needed and to review any proposed distribution of a salary underpayment from previous years.

(3) Minutes of the committee meetings shall be promptly reported and distributed to members of the board and posted in all buildings of the district, including administrative offices.

(b)(1) Either the committee or the board of directors may propose new personnel policies or amendments to existing policies if the proposals by the board have been submitted to the committee at least ten (10) working days prior to presentation to the board.

(2) The superintendent may recommend any changes in personnel policies to the board of directors or to the personnel policies committee. The recommendations shall become proposals if adopted by either the board or the committee.

(c) The chair of the committee or a committee member designated by the chair will have the opportunity to orally present the committee's proposed policies or amendments to existing policies to the board of directors.

(d) After presentation to the board, action shall be taken no later than the next regular board meeting.

(e) The board of directors shall have the authority to adopt, reject, or refer back to the committee on personnel policies for further study and revised any proposed policies or amendments to existing policies that are submitted to the board for consideration.

#### 6-17-206. Copies furnished teachers and administrators.

(a)(1) Each teacher or administrator being employed by a school district for the first time shall be given a copy of the district's personnel policies in effect at the time of his employment.

(2) A digital copy provided to an employee or an online copy that is accessible by internet or intranet will meet the requirements of subdivision (a)(1) of this section.

(3) A hard copy of all policies shall be available to review at each location.

- (4) A hard copy shall be given to the individual employee upon request of the employee.
- (b)(1) Each teacher or administrator shall be furnished a copy of any amendments to the personnel policies within thirty (30) days after approval of the amendments by the board of directors of the district.
  - (2) A digital copy provided to an employee or an online copy that is accessible by internet or intranet will meet the requirements of subdivision (b)(1) of this Subsection.
  - (3) A hard copy of all amendments shall be available for review at each location.
  - (4) A hard copy shall be given to the individual employee upon request of the employee.

**6-17-207. Accreditation of district.**

No district which does not have written personnel policies shall be accredited by the Department of Education.

**6-17-208. Grievance procedure.**

- (a)(1) It is the public policy of the State of Arkansas that:
  - (A) Each school district shall have a written grievance procedure which provides for an orderly method of resolving concerns raised by an employee at the lowest possible administrative level and in a clear manner for both parties; and
  - (B)(i) All school employees shall have the right to file grievances and have those grievances heard.
  - (ii) A group of employees who have the same grievance may file a Group Grievance.
- (2)(A) "Grievance" means any concern related to personnel policies, salary, federal or state laws and regulations, or terms or conditions of employment raised by an employee.
- (B) "Employee" shall mean a person employed by a school district under a written contract.
- (b)(1) The grievance policy shall at least include the following provisions:
  - (A) A procedure for resolving the matter informally with the employee's immediate supervisor;
  - (B) A procedure to appeal, in writing, an unsatisfactorily resolved grievance from the immediate supervisor to the superintendent of schools, or his or her designee;
  - (C)(i) A procedure to appeal, in writing, an unsatisfactorily resolved grievance from the superintendent, or his or her designee, to the school board at the next regularly scheduled school board meeting unless both parties have agreed to a different date.
  - (ii) The hearing shall be open or closed at the discretion of the employee.
  - (iii) If the hearing is open, the parent or guardian of any student under the age of eighteen (18) who gives testimony may elect to have the

student's testimony given in a closed session; and

(4D) The right of a party to be represented by a person of his or her own choosing, but not a member of the party's immediate family at any level of the procedure

(2)(A) The determination by the principal, superintendent, or their designees that the concern expressed by the employee is not a grievance may be appealed to the school board for a final decision.

(B) At the hearing, the employee shall have an adequate opportunity to present the grievance but no less than ninety (90) minutes, and both parties shall have the opportunity to present and question witnesses.

(c) The grievance policy shall be adopted in accordance with this subchapter and other applicable policies of the district.

(d) There shall be no reprisals of any kind against any individual who exercises his or her rights under this subsection.

(e) Nothing in this section shall be construed as requiring a school district to enter into an agreement recognizing an organization for the purpose of negotiating personnel policies, salaries, and educational matters of mutual concern.

6-17-209 Interim personnel policy committees. (concerns consolidation of districts)

6-17-210 Right to witness or representative.

A teacher shall be entitled to and shall be offered the opportunity to have a witness or representative of the teacher's choice present during any disciplinary or grievance matter with any administrator.

(History and Case Notes have been deleted from this printing. Otherwise, all component parts of 4.02 C. are direct excerpts from the Personnel Policies Law.)

Approved: 5-19-97

Last Revised: 5-18-09

### **3.71LH Personnel Goals and Objectives**

The Board recognizes that a dynamic and efficient staff dedicated to education is necessary to maintain a constantly improving educational program. The Board is interested in its personnel as individuals, and it recognizes its responsibility for promoting the general welfare of the staff.

Duties of these personnel shall be outlined by the superintendent and approved by the Board.

Additionally, the Board's specific goals are:

- A. to conduct an employee appraisal program that will contribute to the continuous improvement of staff performance;
- B. to develop and manage a staff compensation program sufficient to attract and retain qualified employees;
- C. to provide a staff development program for all employees which will improve their rates of performance, retention, and promotion;
- D. to recruit, select, and employ the best qualified personnel to staff the school system;
- E. to develop the quality of human relationships necessary to obtain maximum staff performance and satisfaction;
- F. to deploy the available personnel and insure that they are utilized as effectively as possible within budgetary constraints.

Revised: 2-16-04

### **3.72LH Licensed Personnel Job Descriptions**

#### **Teacher:**

- A. The role of a teacher is to lead students toward the fulfillment of their potential for intellectual, emotional, and psychological growth and maturation.
- B. The teacher's performance responsibilities are as follows:
  - 1. Meet and instruct assigned classes in the locations and at the times designated.
  - 2. Develop and maintain a classroom environment conducive to effective learning within the limits of the resources provided by the district.
  - 3. Prepare for classes assigned, and show written evidence of preparation for one week in advance.
  - 4. Encourage students to set and maintain standards of classroom behavior.
  - 5. Employ a variety of instructional techniques and instructional media consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or student groups involved.
  - 6. Strive to implement, by instruction and action, local, state, and federal instructional goals and objectives.
  - 7. Take all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
  - 8. Evaluate student progress on a regular basis and provide feedback to students and parents.
  - 9. Maintain accurate and complete records as required by law, district policy, and administrative regulation.
  - 10. Assist in upholding and enforcing school rules, administrative regulations, and board policy.
  - 11. Make provision for being available to students and parents for education-related purposes outside the instructional day when requested to do so under reasonable terms.
  - 12. Attend and participate in faculty meetings.
  - 13. Cooperate with other members of the staff in planning instructional goals, objectives, and methods.
  - 14. Assist in the selection of books, equipment, and other instructional material.
  - 15. Accept a share of responsibility for extracurricular and co-curricular activities.
  - 16. Work to establish and maintain open lines of communication with students and their parents concerning both the academic and behavioral progress of all assigned students.
  - 17. Establish and maintain cooperative interpersonal relations with others.
  - 18. Provide for his/her own professional growth through an ongoing program of reading, workshops, seminars, conferences, and/or advanced coursework at institutions of higher learning.
  - 19. Perform other reasonable duties assigned by the principal.

Revised: 12-15-03

Revised: 5-18-09

#### **Guidance Counselor Job Description:**



Counseling is a process of helping people by assisting them in making decisions and changing behavior. School counselors work with all students, school staff, families, and members of the community as an integral part of the education program. School counseling programs promote school success through a focus on academic achievement, prevention and intervention activities, advocacy and social/emotional and career development.

The school counseling program is based upon the national standards for school counseling programs as well as Act 190 of 2019, "The School counseling Improvement Act."

Counselors provide: academic development, career development, and personal/social development.

The content standards for academic development guide the school counseling program to implement strategies and activities to support and maximize student learning.

The content standards for career development guide the school counseling program to provide the foundation for the acquisition of skills, attitudes, and knowledge that enable students to make a successful transition from school to the world of work, and from job to job across the life career span.

The content standards for personal/social development guide the school counseling program to provide the foundation for personal and social growth, as students' progress through school and into adulthood.

### **Library Media Specialist Job Description:**

The responsibility of the library media specialist is to provide the leadership and expertise necessary to ensure that the library media program is an integral part of the instructional

program of the school. To carry out the mission of the program, the library media specialist performs the following roles: Leader, planner, and manager; Information specialist; Teacher; and Instructional consultant.

The Lake Hamilton School library media program is based upon the guidelines and basic principles as described in *Information Power: Building partnerships for Learning* (American Association of School Librarians 1988) as well as Act 1786 of 2003 (the Public School Library Media Services and Technology Act).

Through these roles the library media specialist:

1. Directs, organizes and supervises the personnel and services essential to a unified library media program centered on student's needs and the instructional goals of the school.
2. Initiates and maintains formal contacts with principals and teachers to evaluate programs, facilities, materials, equipment, and personnel.
3. Develops a written long-range plan for library media services and integrates the activities designated in the plan into the total school curriculum.
4. Establishes and maintains an environment in the library media center in which students and staff can work at productive levels.
5. Communicates the philosophy and goals of the school library media program to the students, faculty, administration, and community.
6. Establishes relationships with colleagues, students, parents, and community which reflect recognition of and respect for every individual.
7. Develops and continually updates the professional expertise necessary to function effectively in the library media specialist role.
8. Helps prepare and administer the library media center budget.
9. Makes resources available to students and teachers through a systematically developed and organized collection of library media materials, supplemented with resources available outside the school.
10. Develops flexible circulation, loan, and use policies that ensure equity of access to all users.
11. Assures access to information resources by providing an accurate and efficient retrieval system.
12. Implements policies that respect the rights of users to confidentiality and unrestricted access to Information resources.
13. Assists all users in identifying, locating, and interpreting information.
14. Arranges for flexible scheduling of facilities, staff time, and collections to meet the needs of individuals, small groups, and large groups for research, browsing, recreational reading, viewing, or listening at the point of need.
15. Works to ensure the integration of information skills throughout the school's instructional program.
16. Plans, teaches, evaluates, and reinforces instruction designed to make students and staff effective users of information.
17. Assists teachers in promoting reading and provides reading experiences for students in groups and as individuals.
18. Promotes lifelong learning by fostering positive attitudes towards libraries and by working to develop students' viewing, listening, and critical thinking skills.
19. Monitors rights and responsibilities of users relating to the generation and flow of information and ideas (e.g. copyright; confidentiality/privacy; intellectual freedom).

20. Provides staff development opportunities for school personnel in the selection, use, evaluation, and production of media and new and emerging technologies.
21. Participates in district, building, department, and grade-level curriculum design and assessment projects on a regular basis.
22. Translates curriculum needs into library media program goals and objectives.
23. Contributes to the development of complete instructional units with teachers, using a systematic instructional design process.
24. Assesses and promotes effective use of instructional technology.
25. Performs clearinghouse function for professional materials and opportunities available from education agencies outside the school.
26. Perform other reasonable duties assigned by administration.

Revised: 2-16-04

Approved: 3-16-92

### **Special Education Examiner Job Description:**

The role of the Special Education Examiner shall be to participate in an accurate and appropriate assessment of any child referred for a special education evaluation, and to contribute in the development of a suitable program for that child, should special education services be appropriate.

**Performance Responsibilities:**

1. The Special Education Examiner shall provide pre-referral intervention information to teachers, counselors, parents, and administrators.
2. Review/assist in gathering data prior to initiating a referral.
3. Assess each student referred for a special education evaluation by gathering, interpreting and/or administering all current appropriate evaluation components as identified in Special Education Eligibility Criteria and Program Guidelines for children with Disabilities, Ages 3-21, Arkansas Department of Education.
4. Analyze all available data and provide information in a written report to the committee reflecting possible disabling condition(s).
5. Conduct initial evaluation and/or reevaluation conferences and interpret the evaluation data for the committee.
6. Act as a resource person for teachers, counselors, administrators, and parents.
7. Provide staff development training as requested.
8. Ensure compliance with federal and state laws and regulations concerning special education.
9. Maintain records of all student evaluations.
10. Supervise storage of inactive and destruction of outdated student records.
11. Perform other reasonable duties assigned by administration.

Revised: 1-26-04

Approved: 4-18-94

**Instructional Facilitator Job Description:**

Instructional Facilitator is an individual holding a valid Arkansas teacher's license meeting the criteria for a highly qualified teacher who facilitates continuous improvement in classroom instruction by providing instructional support to teachers in the elements of research-based instruction and by demonstrating the alignment of instruction with curriculum standards and assessments tools; develops instructional strategies; develops and implements training; chooses standards-based instructional materials; provides teachers with an understanding of

current research; integrates technology into instruction; assists in the implementation of the components of the Arkansas Comprehensive School Improvement Plan (ACSIP).

1. Applies strategies of adult learning across teacher leadership activities
2. Informs and facilitates the design and implementation of coherent, integrated professional development based on assessed student and teacher needs
3. Assists teachers in analyzing classroom and state assessment data to inform instruction
4. Provides demonstration lessons in curriculum and teaching techniques for classroom teachers and others
5. Facilitates communication about research-based instructional practices and student achievement between and among teachers, within and across grade level
6. Assists in the implementation of the components of the Arkansas Comprehensive School Improvement Plan (ACSIP) process
7. Demonstrates current instructional technology in the classroom and for data analysis
8. Provides differentiated assistance to teachers based on individual needs
9. Facilitates and participates in district and building level training

Requirements and qualifications of the Instructional Facilitator position are as follows:

1. Hold a valid Arkansas teaching license and meet highly qualified status.
2. Have at least four (4) years of classroom teaching experience.
3. It is preferred for the Instructional Facilitator to have the appropriate licensure endorsement.
4. Exhibit collaborative skills as evidenced by:
  - a. Communication skills
  - b. Collaboration skills
  - c. Interpersonal skills
  - d. Experience with instruction of adult learners
  - e. Time management
  - f. Planning and organizational skills
  - g. Demonstrate skills in curriculum implementation and evaluation as evidenced by:
    - i. Knowledge of Arkansas content standards
    - ii. Knowledge of effective/research-based instructional practices
    - iii. Knowledge of researched-based assessment
    - iv. Data analysis skills
    - v. Problem-solving skills
    - vi. Experience providing/facilitating professional development/learning
    - vii. Knowledge of pedagogy
    - viii. Research-Based Ideas

Adopted: 4-21-14

### **Director of Special Services:**

The Director of Special Services, under the supervision/direction of the Superintendent and Assistant Superintendent for Personnel and Student Services, shall be responsible for oversight of special education (Individuals with Disabilities Education Act), Section 504 of the Americans with Disabilities Act, and school-based mental health services.

Some of the Director of Special Services' job responsibilities include:

1. Maintain legal knowledge and implementation of:
  - a. Federal and state law and regulation as related to the supervised programs

- b. Child Find requirements to locate, identify, and serve all children with disabilities within the district's boundaries
- 2. Supervision and evaluation of personnel:
  - a. Assistant Director of Special Services/Section 504 Coordinator (TESS evaluation)
  - b. 2 educational examiners (TESS evaluation)
  - c. 1 Administrative Assistant
  - d. 1 Records/Billing Clerk
  - e. Special services licensed and classified staff (in coordination with building administrators)
- 3. Develop, supervise, coordinate, and maintain accounting of federal and state funds related to special education services including Title VI-B, Catastrophic Reimbursement, Medicaid Reimbursement, ARMAC Reimbursement, and OWL grant funds
- 4. Consults in the development of district programs, initiatives, and facilities regarding design, furnishings, equipment, and access for people with disabilities
- 5. Coordinate and maintain:
  - a. the district's special education program and related services
  - b. program components, training, support needs, and materials for the purpose of delivering services
  - c. staff development for the special services department
  - d. behavior intervention services
  - e. early childhood transition
  - f. extended school year services
  - g. appropriate and adequate personnel to meet the staffing needs of the department
  - h. district school-based mental health initiatives, including oversight of personnel
- 6. Facilitate positive interactions with teachers and parents of students with disabilities for the purpose of defining and implementing services addressing the unique needs of each qualifying student
- 7. Maintain partnerships and agreements with:
  - a. Dawson Early Childhood Special Education for ECSE services
  - b. District-approved mental health agencies
  - c. Sub-programs of the Arkansas Department of Elementary and Secondary Education, such as Educational Services for the Visually Impaired (ESVI), Behavior Support Specialists (BSS), Education Audiology/Speech Pathology Resources for Schools (EARS), etc.
  - d. Juvenile court, including attendance as needed
- 8. Maintain a district presence at community events that benefit students with special needs
- 9. Perform other duties as assigned by the Superintendent.

### **Duties of Assistant Superintendent for Licensed Personnel and Student Services:**

Under the direction of the Superintendent, provide leadership for licensed personnel and students to ensure legally sound and effective management practices that ensure licensed personnel and student success.

#### **Major Responsibilities:**

- 1. Organization and oversight of licensed staff personnel to include but not limited to:
  - a. Supervision and evaluation of licensed staff.
  - b. Personnel policy development to comply with Arkansas law and Standards for Accreditation.

- c. Monitor school district compliance with the Arkansas State Standards for Accreditation
  - d. Resolve licensed employee grievances
  - e. Oversee district compliance with professional development requirements
  - f. Teacher recruitment and retention
  - g. Manage Sick Leave Bank
  - h. Approval and processing of requests for leave of all types for licensed employees
  - i. Maintain personnel records for licensed employees.
2. Organization and oversight of student services to include but not limited to:
  - a. Support principals and other licensed staff who provide student services
  - b. Curriculum and instruction
  - c. Special Education
  - d. Athletics and other student activities
  - e. Develop and implement student policies.
  - f. Student discipline designee
3. General Business Manager
  - a. Serves as payroll officer and makes all deductions as authorized by law.
  - b. Ensure that programs are cost-effective and funds are managed prudently
  - c. Approve expenditures
  - d. Assist superintendent in creating a yearly budget
  - e. Assist superintendent in monitoring revenue
  - f. State reporting
4. Other duties as assigned by the superintendent

### **Building Assistant Principal:**

#### **Qualifications:**

1. Appropriate license or license exception.
2. Administration experience preferred.
3. An individual must be able to perform each of the essential duties and responsibilities listed below satisfactorily.
4. Demonstrated ability to work with various groups of people in an educational environment.
5. Certified to evaluate teacher classroom performance using the state-approved system.

#### **Reports to:**

Superintendent; Assistant Superintendent(s); Principal

Responds to:

Director of Special Services; Director of Instruction

Supervises:

All licensed teachers and classified staff assigned to the school

#### General Description of the Position:

The purpose of this position is to assist the building principal in organizing and fostering a positive, safe environment that is conducive to best meeting the needs of all students, staff, and parents. This includes such responsibilities as leading, directing, counseling, and supervising a variety of personnel and programs; creating effective parent, teacher, child communications, supporting, encouraging, mentoring, and evaluating staff; fostering teamwork between teachers and among staff and parents; and managing budget items.

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Assist the principal in providing instructional leadership - Monitor and support instructional activities, participate in and provide staff development, have knowledge of curriculum and standards, evaluate the instructional practices of teachers.
2. Monitor classroom instruction through frequent classroom visits and provide teachers with feedback to improve instruction and classroom management practices.
3. Student Services - Assist in: supervision of student activities; orientation; counseling; discipline; attendance; due process; data gathering; student recognition; and securing student services with outside agencies. Provide activities to involve students in all aspects of school life.
4. Perform all functions of the Special Education Building Designee and 504 Coordinator
5. Conduct parent and student meetings.
6. Assist the principal in developing a collaborative culture focused on student achievement.
7. Assist the principal in developing and implementing a system of academic intervention based on standards and assessments.
8. Communication - Communicate the vision of the school to all stakeholders, be an active listener, maintain cooperative professional relationships, provide opportunities for two-way communication between school and community, and district office and school.
9. Supervise and manage students - monitor and maintain a consistent standard for student behavior during school hours and at after school activities, Provide leadership and management of faculty and staff - recruit and train staff members, be an active member of the School Improvement Team, motivate, and provide a positive work environment.
10. Assist the principal in developing the master schedule and oversee/coordinate scheduling processes.
11. Assist the principal in identifying building custodial, maintenance, and technology needs. Report facility needs to appropriate school personnel.
12. Perform any other related duties as required or assigned.

#### Supervisory Responsibilities

Directly supervise and evaluate all licensed and classified staff assigned to the school as assigned by the principal. Supervision and evaluation must be done in accordance with district policies, and applicable laws.



### **Building Principal:**

#### **Qualifications:**

1. Appropriate license or license exception.
2. Administration experience preferred.
3. An individual must be able to perform each of the essential duties and responsibilities listed below satisfactorily.
4. Demonstrated ability to work with various groups of people in and educational environment.
5. Certified to evaluate teacher classroom performance using the state-approved system.

#### **Reports to:**

Superintendent; Assistant Superintendent(s)

#### **Responds to:**

Director of Special Education; Director of Instruction

#### **Supervises:**

All district employees assigned to the school

### **General Description of the Position:**

Responsible for providing instructional leadership, managing and leading the staff and overseeing the facility and the budget. Responsible for providing for the overall well being of the students.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Provide instructional leadership - Monitor and support instructional activities, participate in and provide staff development, have knowledge of curriculum and standards, evaluate the instructional practices of teachers.
2. Monitor classroom instruction through frequent classroom visits and provide teachers with feedback to improve instruction and classroom management practices.
3. Develop a collaborative culture focused on student achievement.
4. Develop and implement a system of academic intervention based on essential standards and common formative assessments.
5. Communicate the vision of the school to all stakeholders, be an active listener, maintain cooperative professional relationships, provide opportunities for two-way communication between school and community, and district office and school.
6. Supervise and manage students - monitor and maintain a consistent standard for student behavior during school hours and at after school activities, provide activities to involve students in all aspects of school life, monitor attendance, and maintain guidance, health and food services for students.
7. Provide leadership and management of faculty and staff - recruit, recommend for hire and train all staff members, develop and lead a School Improvement Team, motivate, and provide a positive work environment.
8. Develop the master schedule that includes time for teacher collaboration and academic intervention. Oversee/coordinate scheduling processes.
9. Identify building custodial and maintenance needs. Report facility needs to appropriate school personnel.
10. Manage budget - prepare, administer, and oversee the building budget, secure adequate financial resources.
11. Perform any other related duties as required or assigned.

### **Supervisory Responsibilities**

Directly supervise and evaluate all licensed and classified staff assigned to the principal's school. Supervision and evaluation must be done in accordance with district policies, and applicable laws.

### **Assistant Superintendent for Support Services:**

The Assistant Superintendent for Support Services shall plan, direct and control the overall activities of transportation, school plant maintenance, school plant planning, and other administrative services assigned by the Superintendent. He/she will be re-hired at the February Board meeting on a two year contract.

#### **Responsibilities:**

1. Coordinate District Transportation.
2. Coordinate District school plant maintenance and construction.
3. Coordinate District Facility planning.
4. Coordinate District Child Nutrition Services.
5. Coordinate District Nursing Services.
6. Coordinate District Technology Department.
7. Maintain the District Classified Personnel policies
8. Maintain delivery service to all schools.
9. Prepare and present agenda items to the Board pertaining to responsibilities.
10. Administer the financing of all construction projects through every stage, from design conception to final payment, in coordination with the Superintendent.
11. Prepare contracts, bonds and other documentation used for school construction.  
Maintain all records, plans, documents, school property bonds, deeds, etc.

12. Coordinate and monitor the movement, storage and disposition of all district properties.
13. Direct and secure the proper maintenance and repair of all school property.
14. Place buildings and grounds in condition for safe, sanitary and efficient operation, and continuously inspect, appraise and maintain such condition throughout the term of their operation.
15. Requisition the purchase of equipment and supplies needed for the efficient operation and maintenance of all school property.
16. Recommend personnel needed to operate and maintain buildings, grounds and other school property.
17. Direct and supervise all maintenance personnel.
18. Report on the general conditions of school property and recommend changes or improvements which should be made.
19. Maintain a continuous training program for custodial maintenance personnel.
20. Make budget recommendations related to responsibilities.
21. Prepare, review, and submit requests for quotations and invitations for bids.
22. Coordinate and monitor the district building security system.
23. Administer the policies governing the use of school property by outside groups.
24. Directs the property insurance for the school system.
25. Report to and perform other duties as assigned by the Superintendent.

## **Director of Athletics**

**QUALIFICATIONS:** Arkansas Educators License, Substantial knowledge and experience in coaching and/or managing athletic programs

### **PERFORMANCE RESPONSIBILITIES:**

The athletic director is responsible for coordinating the interscholastic athletic program for Lake Hamilton Schools.

#### **I. LEADERSHIP AND SUPERVISION**

- Provides leadership in the recruitment, selection, and assignment of coaches and verifies that athletic department staff are in compliance with all district and state requirements
- Provides data and information to assist administrators in making sound decisions and committing resources for the athletic program
- Assists in the establishment and maintenance of district athletic policies
- Project short-and long-term needs by making appropriate recommendations to the Superintendent with plans for improvement of programs, personnel and facilities
- Supervises and evaluates performance of athletic department staff

#### **II. MANAGEMENT OF PROGRAM**

- Assumes responsibility for the organization and scheduling of all interscholastic athletic events

- Seeks and recommends suitable competitions for all non-conference events/games
- Secures game workers for athletic contests, chain crews, announcers, clock operators, scorekeepers, line judges, etc. and maintains documentation for payment of services
- Hires or arranges for officials, public safety personnel, and medical personnel as needed
- Confirms official's contracts and all non-conference contest contracts
- Arranges transportation for athletic contests
- Assumes general responsibility for proper supervision of home games
- Prepares a master sports calendar that includes conference and non-conference games/events for all sports at all levels
- Publishes the calendar of events and competitions and broadcasts any changes
- Arranges field and gym practice schedules and coordinates gym, building and athletic field use and maintains the athletic building use calendar.
- Arranges all details of visiting teams' needs
- Assists with the approval of Facility Use requests
- Keeps records of the results of all athletic contests
- Conducts meetings with coaching staffs at the beginning of each season
- Completes an evaluation form and holds a conference with all coaches within three weeks after the conclusion of their sport season
- Submits for administrative approval requests for overnight trips
- Establishes and coordinates an orientation program for athletes and parents to promote understanding of athletic department expectations, policies, and rules

### III. STUDENT HEALTH, ELIGIBILITY AND PARTICIPATION

- Verifies each athlete's eligibility to participate according to established physical and academic requirements of eligibility for participation in each sport and keeps properly completed verification files
- Coordinates the collection and maintenance of rosters
- Orders appropriate seasonal and post season awards for each program
- Coordinates the ordering of team apparel
- Assures appropriate use of the athletic trainer

### IV. MANAGEMENT OF SUPPLIES AND BUDGETS

- Prepares and administers the athletic program budget and accounts for all athletic program expenditures
- Requisitions appropriate program supplies and equipment
- Supervises all ticket sales at athletic contests
- Supervises school fund-raising events for athletic teams and assumes responsibility for proper handling of funds
- Maintains inventory records of durable supplies and athletic equipment

### V. CODE OF CONDUCT

- Distributes athletic policies annually to all athletic participants and parents. Collects and maintains parent and student verification of receipt.
- Administers the school athletic policies and procedures in a fair and consistent manner.
- Ensures district adherence to all athletic and district policies, administrative rules, procedures relating to participation in athletics, especially AAA guidelines

- Mediates the resolution of problems, issues, and concerns that may arise involving athletic programs.

## VI. MANDATES, REGULATIONS AND PROFESSIONAL DEVELOPMENT

- Attends athletic conference meetings
- Stays abreast of state and federal mandates, current research, trends, products, and Arkansas Activities Association rules and regulations.
- Coordinates the training and professional development activities for all coaches
- Participates in state, regional and national professional development for athletic directors as appropriate

## VII. HUMAN RELATIONSHIPS

- Promotes a sense of caring and respect among athletic participants and the community
- Fosters teamwork and collegiality with members of the school community
- Cooperates with organizational coworkers by sharing ideas and methods
- Exhibits professional and ethical behavior
- Seeks assistance, advice, and guidance as necessary from colleagues and/or specialists
- Provides a channel through which students and the community may express their concerns about the athletic program.
- Maintains communications with administrative staff on all relevant issues
- Promote positive relationships with local organizations involved in youth sports
- Serve as district liaison to athletic booster clubs, community groups, and parent organizations

## **Assistant Athletic Director**

This position is full time for 10 months without any additional athletic responsibilities. Considerable after-hours duties are required, including travel to away athletic contests. Successful applicants will be licensed educators with substantial knowledge and experience in coaching with a preference for individuals experienced in managing an athletic program. The Assistant to the Athletic Director is responsible for supporting the Athletic Director with the coordination of the interscholastic athletic program for Lake Hamilton Schools.

### 1. Assists in the following management roles:

- Coordinating the schedule of events in Wolf Arena, Wolf Stadium and other district athletic facilities
- Arranges field and gym practice schedules and coordinates gym, building and athletic field use and maintains the athletic building use calendar
- Administers the district's student athletic/extracurricular participant drug testing program
- Supervising home games and events
- Supervising away games and events
- Securing game workers for athletic contests, chain crews, announcers, clock operators, scorekeepers, line judges, etc. and maintains documentation for payment of services
- Hiring or arranging for officials, public safety personnel, and medical personnel as needed
- Confirming official's contracts and all non-conference contest contracts
- Preparing and publishing a master sports calendar that includes conference and non-conference games/events for all sports at all levels
- Communicate any changes in athletic event schedules

- Arranges for visiting teams' needs
- Keeps records of the results of all athletic contests
- Verifies each athlete's eligibility to participate according to established physical and academic requirements of eligibility for participation in each sport and keeps properly completed verification files
- Coordinates the collection and maintenance of rosters
- Maintains inventory records of durable supplies and athletic equipment
- Attends athletic conference meetings as appropriate
- Provides data and information to assist in making sound decisions and committing resources for the athletic program
- Assist in student supervision during the school day as needed at secondary schools
- Other duties as assigned

#### **Duties of the Director of Instruction and Coordinator of Federal Programs**

The Director of Instruction and Federal Programs shall, under the direction of the Assistant Superintendent for Personnel and Student Services, oversee all areas of the instructional program for all k-12 content areas. The job goal of the director is to ensure that the district's instructional program is in a state of continuous improvement of student learning. It is also the responsibility of the director to use all federal programs and state categorical funding to support students who are at risk of not meeting standards in accordance with the rules and regulations that are set forth by federal law.

Some of the Director of Instruction and Federal Programs duties include:

1. Schedule, plan and maintain documentation for all professional development sessions held in the district.
2. Ensure that all state-required professional development is provided by highly trained individuals.
3. Work as a part of the district team to keep the focus on student learning in all aspects of the school district.
4. Assist in the placement of student interns in the most appropriate setting.

5. Oversee and assist in the appraisal and selection of textbooks and other instructional materials.
6. Provide principals and school improvement chairs in each building with support in the creation of the school improvement plans.
7. Provide each Title I school with support in planning events and activities that are required of schools receiving Title I funds.
8. Oversee the Parent Center coordinator and activities that are provided for students, parents, and the community.
9. Evaluate and monitor instructional facilitators.
10. Provide support to parent facilitators in creating Parent, Family, and Community Engagement Plans along with overseeing the district level Parent, Family, and Community plan.
11. Maintain time and effort and/or personal activity report documentation for all employees who have Title I funded salaries.
12. Oversee all dyslexia therapists and maintain a student count of those offered and receiving therapy.
13. Plan, write and submit all federal applications for Title I, Title IIA, Title III, Title IV, and Title V funds. The coordinator will also oversee the budgeting and maintenance of budget sheets to best use and manage the various Federal Programs to improve the academic program for the district.
14. Oversee allowable spending and maintain budgets on state categorical funds. ( ESA, ELL, ALE, PD)
15. Provide an Induction Program for all new certified staff members.
16. Seek grant funding for various programs, curriculum, professional development, and technology that will enhance the current school program.
17. Coordinate with all private schools in the area to offer services through the Title I program.
18. Coordinate with the Title I Homeless Liaison to provide support for students who are deemed homeless.
19. Oversee the ESOL coordinator and district translator in providing services to students who qualify for the program.
20. Be responsible for the accounting process of requisitions, purchase orders, requests for funds, travel reimbursements when a state or federal fund is used for such purposes.



21. Participate as the district representative on the Wellness Committee and ensure that the district Wellness Plan is in compliance with ADE requirements.

22. Serve as EdReflect Organizational Administrator.

### **3.72LH Teacher Job Description**

#### **Teacher:**

- A. The role of a teacher is to lead students toward the fulfillment of their potential for intellectual, emotional, and psychological growth and maturation.
- B. The teacher's performance responsibilities are as follows:
1. Meet and instruct assigned classes in the locations and at the times designated.
  2. Develop and maintain a classroom environment conducive to effective learning within the limits of the resources provided by the district.
  3. Prepare for classes assigned, and show written preparation for one week in advance.
  4. Encourage students to set and maintain standards of classroom behavior.
  5. Employ a variety of instructional techniques and instructional media consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or student groups involved.
  6. Strive to implement, by instruction and action, local, state, and federal instructional goals and objectives.
  7. Take all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
  8. Evaluate student progress on a regular basis and provide feedback to students and parents.

9. Maintain accurate and complete records as required by law, district policy, and administrative regulation.
10. Assist in upholding and enforcing school rules, administrative regulations, and board policy.
11. Make provision for being available to students and parents for education-related purposes outside the instructional day when requested to do so under reasonable terms.
12. Attend and participate in faculty meetings.
13. Cooperate with other members of the staff in planning instructional goals, objectives, and methods.
14. Assist in the selection of books, equipment, and other instructional material.
15. Accept a share of responsibility for extracurricular and co-curricular activities.
16. Work to establish and maintain open lines of communication with students and their parents concerning both the academic and behavioral progress of all assigned students.
17. Establish and maintain cooperative interpersonal relations with others.
18. Provide for his/her own professional growth through an ongoing program of reading, workshops, seminars, conferences, and/or advanced coursework at institutions of higher learning.
19. Perform other reasonable duties assigned by the principal.

Revised 12-15-03

Revised 5-18-09

### **3.73LH Guidance Counselor Job Description**

Counseling is a process of helping people by assisting them in making decisions and changing behavior. School counselors work with all students, school staff, families, and members of the community as an integral part of the education program. School counseling programs promote school success through a focus on academic achievement, prevention and intervention activities, advocacy and social/emotional and career development.

The school counseling program is based upon the national standards for school counseling programs as well as Act 190 of 2019, “The School counseling Improvement Act.”

Counselors provide: academic development, career development, and personal/social development.

The content standards for academic development guide the school counseling program to implement strategies and activities to support and maximize student learning.

The content standards for career development guide the school counseling program to provide the foundation for the acquisition of skills, attitudes, and knowledge that enable students to make a successful transition from school to the world of work, and from job to job across the life career span.

The content standards for personal/social development guide the school counseling program to provide the foundation for personal and social growth, as students’ progress through school and into adulthood.

### **3.74LH Library Media Specialist Job Description**

A. The responsibility of the library media specialist is to provide the leadership and expertise necessary to ensure that the library media program is an integral part of the instructional program of the school. To carry out the mission of the program, the library media specialist performs the following roles: Leader, planner, and manager; Information specialist; Teacher; and Instructional consultant.

The Lake Hamilton School library media program is based upon the guidelines and basic principles as described in Information Power: Building partnerships for Learning (American Association of School Librarians 1988) as well as Act 1786 of 2003 (the Public School Library Media Services and Technology Act).

B. Through these roles the library media specialist:

1. Directs, organizes and supervises the personnel and services essential to a unified library media program centered on student's needs and the instructional goals of the school.

2. Initiates and maintains formal contacts with principals and teachers to evaluate programs, facilities, materials, equipment, and personnel.

3. Develops a written long-range plan for library media services and integrates the activities designated in the plan into the total school curriculum.

4. Establishes and maintains an environment in the library media center in which students and staff can work at productive levels.

5. Communicates the philosophy and goals of the school library media program to the students, faculty, administration, and community.

6. Establishes relationship with colleagues, students, parents, and community which reflect recognition of and respect for every individual.

7. Develops and continually updates the professional expertise necessary to function effectively in the library media specialist role.
8. Helps prepare and administer the library media center budget.
9. Makes resources available to students and teachers through a systematically developed and organized collection of library media materials, supplemented with resources available outside the school.
10. Develops flexible circulation, loan, and use policies that ensure equity of access to all users.
11. Assures access to information resources by providing an accurate and efficient retrieval system.
12. Implements policies that respect the rights of users to confidentiality and unrestricted access to Information resources.
13. Assists all users in identifying, locating, and interpreting information.
14. Arranges for flexible scheduling of facilities, staff time, and collections to meet the needs of individuals, small groups, and large groups for research, browsing, recreational reading, viewing, or listening at the point of need.
15. Works to ensure the integration of information skills throughout the school's instructional program.
16. Plans, teaches, evaluates, and reinforces instruction designed to make students and staff effective users of information.
17. Assists teachers in promoting reading and provides reading experiences for students in groups and as individuals.
18. Promotes lifelong learning by fostering positive attitudes towards libraries and by working to develop students' viewing, listening, and critical thinking skills.

19. Monitors rights and responsibilities of users relating to the generation and flow of information and ideas (e.g. copyright; confidentiality/privacy; intellectual freedom).
20. Provides staff development opportunities for school personnel in the selection, use, evaluation, and production of media and new and emerging technologies.
21. Participates in district, building, department, and grade-level curriculum design and assessment projects on a regular basis.
22. Translates curriculum needs into library media program goals and objectives.
23. Contributes to the development of complete instructional units with teachers, using a systematic instructional design process.
24. Assesses and promotes effective use of instructional technology.
26. Performs clearinghouse function for professional materials and opportunities available from education agencies outside the school.
26. Perform other reasonable duties assigned by administration.



**Revised 2-16-04**  
**Approved 3-16-92**

### **3.75LH Special Education Examiner Job Description**

- A. The role of the Special Education Examiner shall be to participate in an accurate and appropriate assessment of any child referred for a special education evaluation, and to contribute in the development of a suitable program for that child, should special education services be appropriate.
- B. Performance Responsibilities: The Special Education Examiner shall
1. Provide pre-referral intervention information to teachers, counselors, parents, and administrators.
  2. Review/assist in gathering data prior to initiating a referral.
  3. Assess each student referred for a special education evaluation by gathering, interpreting and/or administering all current appropriate evaluation components as identified in Special Education Eligibility Criteria and Program Guidelines for children with Disabilities, Ages 3-21, Arkansas Department of Education.
  4. Analyze all available data and provide information in a written report to the committee reflecting possible disabling condition(s).
  5. Conduct initial evaluation and/or reevaluation conferences and interpret the evaluation data for the committee.
  6. Act as a resource person for teachers, counselors, administrators, and parents.
  7. Provide staff development training as requested.
  8. Insure compliance with federal and state laws and regulations concerning special education.
  9. Maintain records of all student evaluations.
  10. Supervise storage of inactive and destruction of outdated student records

11. Perform other reasonable duties assigned by administration.

Revised 1-26-04

Approved 4-18-94

### **3.76LH Arrangements for Professional Staff Substitutes**

Principals will be responsible for obtaining substitutes for absent teachers. They will be expected to supervise the services of substitute teachers.

Principals, or their designees, will call teachers on the substitute list for the subjects for which they are listed. When possible, certified substitutes will be selected. A substitute whose name does not appear on the approved list may be employed in case of emergency however, the substitute must complete the application process through the district central office in order to receive payment for services.

Teachers will prepare lesson plans for one week in advance. These plans will be followed by substitute teachers. In addition, teachers will establish a folder of review work, practice sheets, etc., to be used by substitutes in the event of an unexpected absence. This folder should be updated periodically throughout the year to reflect work currently under study. The folder shall contain class rosters, duty and pull-out schedules, and relevant student information.

The board will set the rate of pay for substitute teachers, including extended-term substitutes. The latter will be granted such additional benefits as approved by the board. In the event a certified substitute teacher will be knowingly hired for more than thirty (30) consecutive days to replace a teacher on leave, the substitute shall be hired at the daily rate of pay per certified salary schedule.

When it is known or determined that the regular teacher will be absent for more than ten (10) consecutive days, but less than thirty (30) consecutive days, a fully certified substitute will be appointed. However, if a certified substitute is not available, a qualified substitute may be employed.

Approved: 11-22-99

Revised: 5-18-09

### **3.77LH Teachers Providing Homebound Instruction**

#### Employment of Teachers Providing Homebound Instruction

The school district shall provide a certified teacher for the homebound student for at least three (3) hours per week on at least two different visits. Special education students receiving homebound instruction must receive instruction from a certified special education teacher.

#### Responsibilities of Teachers Providing Homebound Instruction

The job goal of a homebound teacher is to insure that homebound students are provided with an ongoing educational program.

The homebound teacher's performance responsibilities are as follows:

1. Meet with each assigned student on a regularly scheduled basis for the purpose of providing instruction.
2. Establish a personal acquaintanceship with the student's parents or guardians, and work to establish a relationship based on the student's individual needs.
3. Communicate with the student's parents or guardians.
4. Keep, maintain, and file such reports and records as the school's principal and/or teacher may require.
5. Assume responsibility for obtaining necessary textbooks and other teaching materials through the procedures established.
6. Perform other reasonable duties assigned by administration.

Approved: 11-22-99

Revised: 5-18-09

### **3.78LH Arrangements for Providing Homebound Instruction**

Regular classroom teachers will provide assignments, tests, and other appropriate materials to the homebound instructor. Homebound services will be provided to students only under parent/guardian supervision unless the parent/guardian and the principal have granted prior written approval.

The instructor providing homebound services will submit a weekly log of instructional activities provided for the student to the building principal. The building principal will forward this log to the homebound coordinator who will then submit it to bookkeeping for payment.

Except for extenuating circumstances, regular classroom teachers will be responsible for assigning grades on unit/chapter tests and assigning grades for report cards. Instructors providing homebound services will be responsible for providing feedback to both student and teacher, concerning the progress made on daily assignments.

### **3.79LH Retirement Pay for Certified Staff**

To be eligible for unused sick leave pay upon retirement from Lake Hamilton School District, certified staff must meet the following requirements:

- A. Certified staff members employed **prior to** the 2000-2001 contract year must have been employed in the Lake Hamilton District for five years to be eligible. Those hired for initial employment effective for the 2000-2001 school year and thereafter must complete 15 consecutive years with the district to be eligible.
- B. Retirees with twenty-five to twenty-nine years of public school service will receive one-fourth pay per day of their regular daily salary for each unused sick leave day.
- C. Retirees with thirty years of public school service will receive one-half pay per day of their regular daily salary for each unused sick leave day.
- D. Retirees with thirty-five years of public school service will receive three-fourths pay per day of their regular daily salary for each unused sick leave day.
- E. Retiree years and accumulated sick leave days shall be calculated on public school service only.
- F. Any certified staff member retiring with at least 25 years of public school service, not having 15 consecutive years of employment with Lake Hamilton School District, will receive substitute pay for one-half of all unused sick leave days at retirement.

Approved: 2-20-00

Revised: 6-16-03

### **3.8 LH ASBA Sick Leave**

#### Definitions

1. "Employee" is a full-time employee of the District.
2. "Sick Leave" is absence from work due to illness, whether by the employee or a member of the employee's immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. "Current Sick Leave" means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month, or major part thereof. Sick leave will be earned in the following manner.
  - Employees contracted for 190 to 199 days will be credited with 9.5 days of current sick leave
  - Employees contracted for 200 to 209 days will be credited with 10 days of current sick leave
  - Employees contracted for 210-219 days will be credited with 10.5 days of current sick leave
  - Employees contracted for 220-229 days will be credited with 11 days of current sick leave
  - Employees contracted for 230-239 days will be credited with 11.5 days of current sick leave
  - Employees contracted for 240 days or longer will be credited with 12 days of current sick leave
4. "Accumulated Sick Leave" is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contract, but not used. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment. Certified staff will be paid a regular substitute teacher's daily rate of pay for each day of accumulated sick leave over 90 days by June 30 of any fiscal year.
5. "Immediate family" means an employee's spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

#### Sick Leave

Sick leave may be taken in increments of no less than one-half day.

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

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

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

At the discretion of the principal (or Superintendent), the District may require a written statement of the employee's physician. Failure to provide such documentation of illness may



result in sick leave not being paid, or in discipline up to and including termination.

An employee shall be credited with one (1) day of sick leave in the event the employee used one (1) day of sick leave on a mandatory professional development (PD) day so long as the employee makes up the missed mandatory PD day on a non contract day. Costs and expenses associated with the make-up PD shall be the responsibility of the employee unless agreed to in writing by the superintendent or the superintendent's designee for the expenses to be covered by the District.

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

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

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

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 3.32 Family and Medical Leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accumulated leave; any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accumulated sick leave, vacation or personal leave.

Cross Reference: Policy 3.32—Family Medical Leave

#### Legal References:

A.C.A. § 6-17-1201 et seq.

29 USC §§ 2601 et seq.

29 CFR 825.100 et seq.

### **3.80LH Professional Staff Time Schedules**

The board expects all teachers to arrive at their buildings no later than 7:45 a.m. and to remain at school until the buses have departed all campuses. Teachers may be required to report by 7:30 on mornings they have a duty. If it becomes necessary for teachers to leave campus during the day for any reason, they are to notify their immediate supervisor or administrative designee.

Building Administrators will ordinarily be in their buildings no later than 7:30 a.m. and remain in their building until 4:00 p.m. Each principal shall ensure that at least one building administrator remains in the office until 4:30. In the case of a bus accident or extreme delay, building administrators may be required to remain on campus until all students are delivered home. Principals who leave the campus for any purpose will notify the superintendent or his designee prior to leaving.

Adopted:

Revised 3-16-20

### **3.81LH Stipend Schedules**

#### **LHSD Administrative Stipends**

Position	Months	Index
Assistant Superintendent	12	0.85
Director of Instruction	12	0.6200
Director of Special Services	12	0.5605
Director of Support Services	12	0.6513
Director of Technology	12	0.5313
High School Principal	12	0.6600
Junior High Principal	12	0.5845
Middle School Principal	12	0.5710
Elementary (K-5) Principals	12	0.5605
High School Asst. Principal	12	0.5583
Director of Alternative Learning	12	0.4333
High School Asst. Principal	10	0.3361
Junior High Asst. Principal	10	0.3286
Middle School Asst. Principal	10	0.3166
Elementary (K-5) Asst. Principals	10	0.3091
Coordinator of Career Education/Testing	10	0.3091
Coordinator of Gifted and Talented Education	10	0.1111

High School Dean of Students	12	0.1000
Pre-Kindergarten Director	10	0.1111
English as Second Language Coordinator	10	0.0550

<b>Athletic and Fine Arts Stipends</b>	
<b>High School Coaching</b>	<b>Multiplier</b>
Athletic Director	0.530
Assistant Athletic Director	0.333
Head Coach Football	0.400
Head Coach Boys Basketball	0.400
Head Coach Girls Basketball	0.400
Head Coach Track	0.285
Head Coach Cross Country	0.225
Head Coach Baseball	0.200
Head Coach Softball	0.200
Head Coach Volleyball	0.160
Head Coach Boys Soccer	0.20
Head Coach Girls Soccer	0.20
Golf Coach	0.125

Tennis Coach	0.125
Swimming Coach	0.022
Bowling Coach	0.022
Wrestling Coach	0.125
Fishing Coach	0.125
Asst. Football Coach/Defensive Coordinator	0.130
Assistant Coach Football	0.125
Assistant Coach Basketball	0.125
Assistant Coach Track	0.125
Assistant Coach Baseball	0.125
Assistant Coach Softball	0.125
Assistant Coach Soccer	0.125
Assistant Coach Volleyball	0.125
Assistant Coach Cross Country	0.125
Off- Season Coach Football	0.125
Off-Season Coach Basketball	0.125
Summer Strength Coach	0.1111
Cheer Coach	0.120
Dance Coach (Steppinwolves)	0.100
SIP Coordinator	0.057

Athletic Trainer	0.300
Arena Productions Coordinator	0.180
<b>Junior High School Coaching</b>	<b>Multiplier</b>
Head Coach Football	0.160
Head Coach Boys Basketball	0.150
Head Coach Girls Basketball	0.150
Head Coach Track	0.100
Head Coach Volleyball	0.110
Assistant Coach Football	0.100
Assistant Coach Boys Basketball	0.100
Assistant Coach Girls Basketball	0.100
Assistant Coach Volleyball	0.100
Wrestling Coach	0.16
Cheerleading Coach	0.075
Dance Coach (Dancin' Wolves)	0.075
<b>Middle School Coaching</b>	<b>Multiplier</b>
Two Full Time Sports	0.150
Single Full Time Sport	0.075
Single Part Time Sport	0.020

<b>Band and Choir Stipend Schedule</b>	<b>Multiplier</b>
Director of Bands	0.500
Jr. High/Asst. High School Band Director	0.350
Asst. HS/Asst. JH/Asst MS	0.300
Middle School/Asst. High School Band Director	0.250
Flag Line Coach	0.015
High School/Junior High Choir Director	0.100
Middle School Choir Director	0.050
High School Musical Production Director	0.050
Stipends are calculated using the employee's placement on the Teacher Salary Schedule. Salary for additional days and duty are included in the total index.	

<b>LHSD Activities and Miscellaneous Rates*</b>	<b>Index/Rate</b>
<b>Classes and Organizations</b>	
Senior Class (requires documentation by sponsor to principal)	0.0300

Junior Class (requires documentation by sponsor to principal)	0.0120
High School Student Council Sponsor	0.0250
Junior High Student Council Sponsor	0.0150
Middle School Student Council Sponsor	0.0150
Junior High and High School Quiz Bowl Sponsor	0.0350
Club Sponsor (requires documentation by sponsor to principal)	0.0100
<b>Yearbook</b>	
High School Sponsor	0.0250
High School Annual Photographer	0.0100
Jr. High/Middle School Sponsor	0.0200
Intermediate/Elementary/Primary Sponsor	0.0200
<b>District/Miscellaneous</b>	
Theatre Coordinator	0.0250
Building ACSIP Chair	0.0200
Department Chair (five or fewer faculty)	0.0100
Department Chair (between five and 10 faculty)	0.0150
Department Chair (more than 10 faculty)	0.0200
Building Communication Coordinator (per school)	0.0075
Building Parent Facilitator (per school)	0.0100



Summer School Teacher	Hourly Rate on TSS
Homebound Teacher	Hourly Rate on TSS
Saturday School Supervisor	\$100/session
National Board Incentive	\$2,500.00
Speech Language Pathologist Certification of Clinical Competence	\$2,500.00
Speech Language Pathologist Medicaid Billing Stipend	\$2/Billable Note
Building Technology Coordinator Grades K-3	0.0250
Building Technology Coordinator Grades 4-7	0.0300
Building Technology Coordinator Grades 8-12	0.0350
200 Day Contract Multiplier (9.5 month)**	0.0555
210 Day Contract Multiplier (10 month)**	0.1111
220 Day Contract Multiplier (10.5 month)**	0.1666
230 Day Contract Multiplier (11 month)**	0.2222
250 Day Contract Multiplier (12 month)**	0.3333
Summer Driver Education Teacher	0.1111
*Activity Stipends will be calculated on the minimum base salary.	

### **3.82LH Department/Grade Chairpersons**

#### **Grades K - 1**

Kindergarten	(2 years)
First Grade	(2 years)
K - 1 Special Education	(2 years)

#### **Grades 2 - 3**

Second Grade	(2 years)
Third Grade	(2 years)
2 - 3 Special Education	(2 years)

#### **Grades 4 - 5**

Science
Social Studies
English Language Arts/Reading
Math
4 - 5 Special Education

#### **Grades 6 -7**

Math
English/Language Arts
Science
Social Studies
6 - 7 Special Education

#### **Grades 8 - 9**

English/Language Arts
Science
Social Studies
Math
Vocational
8 - 9 Special Education

#### **Grades 10-12**

English/Language Arts
Math
Science
Social Studies
Vocational
AP/University Studies
10 - 12 Special Education

**K-12 - Media Specialist**

**K-12 -Health/Physical Education**

**K-12 Gifted/Talented Education**

**9-12 Foreign Language**

**K-12 Counselors**

**K - 12 Fine Arts**

### **3.83LH Stipend for Participation in Staff Development Activities**

The payment of stipends to LHSD personnel for participation in staff development opportunities shall be limited to work done outside the school day (non-contract time) with approved grant funds specifically designated for this purpose. Local district funds may only be used for working after hours as approved by the superintendent. The amount of the stipend will be determined by the availability of funds.

Approved 4-20-98

### **3.84LH Pay Period for Certified Personnel**

Certified personnel shall be paid once monthly on the twentieth (20th) day of the month. When the 20th falls on a weekend or holiday, personnel will be paid on the Friday prior to the holiday or weekend.

### **3.85LH      Resignation of Professional Staff Members**

The resignation of any professional staff members will be submitted to the principal or immediate supervisor. The resignation will subsequently be presented to the superintendent who will then submit it to the board for action.

Professional staff members who intend to resign are encouraged to indicate their plans in writing as early in the school year as possible. A resignation becomes effective at the end of the contract in which it is submitted.

Resignations to become effective earlier than the end of the school year require a release by the board.

Revised: 5-18-09

### **3.86LH Personnel Records**

- A. It is the intent of the board that the district maintains complete and current files for all district employees.
- B. §2-19-105 (Freedom of Information Act) provides that employee evaluation records shall be open to public inspection only (1) upon final administrative resolution of any suspension or termination proceeding at which such records form a basis for the decision to suspend or terminate the employee, and (2) if there is a compelling public interest in their disclosure.
- C. Every employee, upon request to and in the presence of the superintendent or his/her designees (principals), will have the right during regular working hours to inspect his/her personnel file and receive copies at the established fee.
- D. Information other than required personnel documents will not be entered or filed in the employee's personnel folder until the employee is given notice and an opportunity to review the information and attach a reply.

Approved: 3-13-95

### **3.87LH Duty-Free Lunch**

- A. (1) Each school district in this state shall provide at least a thirty-minute uninterrupted duty-free lunch period during each student instructional day for each certified school employee in its employment.  
(2) Any teacher not receiving a duty-free lunch period during each student instructional day shall be compensated at his or her hourly rate of pay for each missed lunch period.
- B. Lunchroom supervisors who have been in serviced may be volunteers, non-certified personnel, or aides.

Legal Reference: A.C.A. § 6-17-111

Revise: 12-16-02

### **3.88LH Certification Courses**

The school district shall reimburse faculty members for the necessary course fees, required assessment fees and textbook expenditures required for certification to meet district needs.

The criteria for reimbursement are as follows:

1. Prior approval for course registration by the principal and director of instructional services.
2. Faculty members must be employed in the certification area in question for the ensuing school year.
3. Faculty members shall be reimbursed for said expenditures upon providing documentation of satisfactory course work (undergraduate "C" or better and graduate "B" or better), as well as fees and textbook expenditures.
4. Faculty members shall remain in the employment of the district for two (2) years after completion of said courses or reimburse the district for said expenditures within thirty (30) days of the last day of employment.

Approved: 3-13-95

Revised: 5-18-09



### **3.9 Sick Leave Bank**

**Purpose:** This Long-Term Disability Leave Bank is for the protection of participating employees during long-term disability of the employee, spouse, children, or parent causing absence from duties which extend fifteen (15) consecutive duty days or more. Use of this bank may begin after fifteen (15) consecutive days of absence, but not until after an employee's accumulated sick leave days have been exhausted.

Under certain circumstances, especially situations involving the long term disability of a spouse or child, an employee may exhaust all available sick leave days but may be able to return to work intermittently, thereby not being absent from duties for fifteen (15) consecutive days.

When situations involving long-term disabilities arise that do not meet the predetermined parameters under which grants may be awarded, the Long Term Disability Leave Bank committee will review special requests and determine if a grant is merited. If it is so determined, the committee may award extensions congruent with the conditions set forth in this policy. The committee reserves the right to reject any request that does not involve a long-term disability.

**Participation:** Each staff member may voluntarily contribute one day of his/her sick leave allowance to a Long-Term Disability Leave Bank. Enrollment in the district's leave bank will be prior to September 15 of each school year for non-members and for new personnel in the District. Each person wishing to make a contribution shall do so on a Leave Bank form submitted to the Leave Bank Chairperson or to the Superintendent of Schools.

**Governance:** An eight (8) member committee shall, with the assistance of the Assistant Superintendent of Personnel & Student Services, oversee the administration of the Leave Bank. The committee shall be comprised of six (6) classroom teachers, one (1) representative from each school, two (2) administrators, and one (1) classified employee. Committee members will serve three (3) year terms.

**Rules of Operation:** The Long-Term Disability Leave Bank Committee shall administer the bank according to the following rules:

- a. Personnel making contributions may request withdrawals from the bank.
- b. The Leave Bank days may be used only upon exhaustion of a Bank member's accumulated sick leave.
- c. Leave Bank days will be granted only upon approval of the Long-Term Disability Leave Bank Committee when personal illness or disability prevents an employee from returning to work for fifteen (15) consecutive days.
- d. Request for Leave Bank days will be made on a Leave Bank request form submitted to the Sick Leave Bank chairperson or to the Assistant Superintendent of Personnel & Student Services.
- e. A member may be granted a maximum of twenty (20) days per contract year.
- f. The leave bank may solicit additional contributions if the balance drops below thirty (30) days.

- g. When the balance of days in the Long-Term Disability Leave Bank is 300 days or more, as of June 30, active members will not be assessed an additional day at the beginning of the following year in order to maintain active status. Nonmembers and any new staff persons must contribute one day of his/her sick leave allowance in order to become an active member.
- h. An individual who separates his/her employment from Lake Hamilton School District and who has a balance of sick leave days at the time of separation, may contribute those days, up to a maximum of ten (10) days, to the Long-Term Disability Leave Bank as long as the total balance in the bank is less than 1,000 days.
- i. Following a contract year in which an employee was granted more than 5 days from the sick leave bank, in order to be eligible for withdrawals for the succeeding year, he/she must contribute one additional day of current sick leave to the sick leave bank.
- j. Days from the sick leave bank shall not be granted to employees who are receiving Worker's Compensation, are eligible for Social Security Disability, or the employee returns to work.

Reports: The Long-Term Disability Leave Bank Committee shall be responsible for the proper maintenance and development of records and report forms. The committee shall work closely with the administration in administering the leave bank.

Days left over at the end of the year in the Leave Bank will be carried over to succeeding years.

Approved: 1-26-95

Revised: 5-19-97

Revised: 5-18-09

Revised: 6-21-10

### **3.90LH Grant Stipend**

Certified teachers, who write an approved grant proposal, shall receive 5% of the grant in the form of administrative expenditure, provided the grant is funded and:

1. No school district matching funds are required; and
2. Preparation of the grant does not take place during the normal workday.
3. District administrators shall not participate in this policy as grant writing may be a normal part of their responsibility.

### **3.91LH Immunity from Suit**

- A. Teachers and other school personnel in this state shall be immune from liability and suit for damages for communicating information in good faith concerning drug abuse by any pupil to that pupil's parents, to law enforcement officers, or to health care providers.
- B. Teachers, school counselors, school health care providers, and other school personnel shall be immune from any civil liability for providing counseling, referral, emergency medical care, or other assistance offered in good faith to suicidal students or other suicidal youth
- C. This section shall not preclude liability for civil damages where the individual negligently performs professional counseling or nursing services which he or she is licensed under state law to perform.
- D. This section shall not preclude liability for civil damages as the result of gross negligence.

Legal Reference: A.C.A. § 6-17-107

Approved: 3-16-92

Revised: 2-21-05

### **3.92LH Theft of Property by an Employee**

Should there be reasonable suspicion by a supervisor that an employee has committed a theft, personal property (such as purses or pockets) may be searched.

Approved: 1-18-93

### **3.93LH Employee Personal Property**

Personal property of an employee will not be covered under the school's insurance policy except in the case of damage by fire or vandalism up to \$500.00. Employees should provide a list of personal property kept at school to the building principal. Personal property does not include an employee's personal vehicles.

Approved: 4-18-94

### **3.94LH Employment of Coaches, Band Directors, and Activity Sponsors**

The board requires, as a condition of employment for any certified employee whose assigned duties include coaching athletics, directing band or sponsoring activities for which they receive a stipend or stipends of at least nine (9) percent of the beginning teacher salary (based on zero (0) years' experience and BSE on the teacher salary schedule) to obtain and maintain an appropriate and valid Class "B" Commercial Driver's License (CDL) with Air Brake and School Bus Driver endorsements. The employees that qualify for this requirement have six (6) months from the date of their initial qualification or six (6) months from the effective date of this policy to obtain their CDL, whichever is later.

Approved: 2-19-07

### **3.95LH Insult or Abuse of Certified 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

Approved: 5-18-09



### **3.96LH—Instructional Facilitator**

Instructional Facilitator is an individual holding a valid Arkansas teacher's license meeting the criteria for a highly qualified teacher who facilitates continuous improvement in classroom instruction by providing instructional support to teachers in the elements of research-based instruction and by demonstrating the alignment of instruction with curriculum standards and assessments tools; develops instructional strategies; develops and implements training; chooses standards-based instructional materials; provides teachers with an understanding of current research; integrates technology into instruction; assists in the implementation of the components of the Arkansas Comprehensive School Improvement Plan (ACSIP).

#### **The Instructional Facilitator**

1. Applies strategies of adult learning across teacher leadership activities
2. Informs and facilitates the design and implementation of coherent, integrated professional development based on assessed student and teacher needs
3. Assists teachers in analyzing classroom and state assessment data to inform instruction
4. Provides demonstration lessons in curriculum and teaching techniques for classroom teachers and others
5. Facilitates communication about research-based instructional practices and student achievement between and among teachers, within and across grade level
6. Assists in the implementation of the components of the Arkansas Comprehensive School Improvement Plan (ACSIP) process
7. Demonstrates current instructional technology in the classroom and for data analysis
8. Provides differentiated assistance to teachers based on individual needs
9. Facilitates and participates in district and building level training

Requirements and qualifications of the Instructional Facilitator position are as follows.

1. Hold a valid Arkansas teaching license and meet highly qualified status.
2. Have at least four (4) years of classroom teaching experience.
3. It is preferred that the Instructional Facilitator have the appropriate licensure endorsement.
4. Exhibit collaborative skills as evidenced by:
  - a) Communication skills
  - b) Collaboration skills
  - c) Interpersonal skills
  - d) Experience with instruction of adult learners

- e) Time management
- f) Planning and organizational skills
- 5. Demonstrate skills in curriculum implementation and evaluation as evidenced by:
  - a) Knowledge of Arkansas content standards
  - b) Knowledge of effective/research-based instructional practices
  - c) Knowledge of researched-based assessment
  - d) Data analysis skills
  - e) Problem-solving skills
  - f) Experience providing/facilitating professional development/learning
  - g) Knowledge of pedagogy
  - h) Research-Based Ideas

Adopted: 4-21-14

### **3.97LH Assignment of Staff**

Transfer of instructional or administrative staff members is made by the superintendent whenever the best interest of the schools is served by such transfers. Current employees who desire to transfer to open positions shall follow the established selection process for all applicants.

Revised: 5-18-09

### **3.98LH Professional Staff Extra Duty**

The board expects its teaching staff to assume reasonable school-related duties over and above their regular teaching responsibilities.

School activities will be supervised on a voluntary basis; however, if attempts to secure sufficient voluntary help fail, teachers will supervise after school activities.

Lake Hamilton School District will comply with Arkansas Statute § 6-17-116 regarding limitations on non-instructional duty time for certified personnel.

The Board directs that teachers who are regularly assigned to duties which require time or responsibilities over and above their basic contractual obligations will receive extra compensation in accordance with a supplementary salary schedule.

Revised: 5-18-09