\S\ Mike Waters, President of Board

MAGNOLIA PUBLIC SCHOOLS
MAGNOLIA, ARKANSAS

# LICENSED PERSONNEL POLICIES

#1402000

## 3.0 - PROFESSIONAL STAFF

In order to achieve the learning objectives established by the Board, competent, professional teachers must staff the classrooms. All other elements of learning – materials, buildings, administrators, organization, and procedures – though important are secondary to the caliber of the teacher assigned to the classroom. The recruitment, appointment, motivation, and retention of good teachers take priority in the allocation of administrative energy.

We believe that the following characteristics describe the type of teacher wanted in the district schools:

1. Teachers prepared to meet the certification specifications and prescriptions, preferably beyond, but who recognize that learning is an ever-continuing process.

2. A staff diversified in methodology so that children can profit from the challenges of a variety of teaching techniques in keeping with accepted learning principles.

3. Teachers who recognize that children differ in their capacities for mastering the various subject matters and that each pupil in this district is entitled to discover and perform to his intellectual capacity.

4. Teachers who recognize that motivation for learning is the primary task of a teacher.

5. Teachers who recognize that learning takes place in a variety of ways and stems from numerous sources, of which the school is just one important source.

6. Teachers who recognize that children tend to imitate the behavior of their instructors and that the teachers, therefore, have an obligation to live exemplary lives according to the standards of American society.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.0.1 – PERSONNEL POLICIES COMMITTEE

The School Board shall provide for a Committee on Personnel Policies in accordance with state laws.

The School District shall have a committee on personnel policies which shall consist of no fewer than five classroom teachers, one representative from each of the school campuses and no more than three administrators appointed by the Superintendent.

The classroom teacher members of the committee on personnel policies shall be elected by a majority of the classroom teachers employed in the District by secret ballot in an election conducted by the teachers.

The length of time for the first election will be determined by drawing for positions, one for a three-year term, two for a two-year term, and two for a one-year term. Thereafter each position will serve for a period of three years.

A committee for personnel policies shall meet and organize in the first quarter of the school year, elect a chairperson and secretary, and establish a calendar of meetings for the remainder of the year.

Appointment of Administrators – Three (3) district administrators shall be selected by the Superintendent to serve on the personnel policy committee. The Superintendent may serve in an ex-officio capacity or may serve as one of the three administrators on the committee. Administrators may be reappointed for consecutive terms. The Personnel Policies Committee shall organize during the first quarter of the school year; shall elect a chairman and secretary; and shall develop a calendar of meetings throughout the year to review the district's personnel policies to determine if additional policies or amendments to existing policies are needed.

Minutes of committee meetings shall be promptly reported and distributed to members of the School Board and shall be posted in the buildings of the district, including administrative offices.

The committee or the Board of Directors may propose new personnel policies or amendments to existing policies, provided that such proposals by the Board have been submitted to the committee at least five (5) working days prior to presentation to the Board. After presentation to the Board, final action may be taken at the next regular Board meeting.

The committee will present its proposed policies or amendments to existing policies to the School Board no later than April 1 of any school year. The School Board shall have the authority to adopt, reject, amend, or refer back to the Committee on Personnel Policies for further study and revision, any proposed policies or amendments to existing policies that are submitted to the Board for consideration.

Any amendments to personnel policies adopted during a school term shall become effective the following July 1, except that such amendments may take place immediately with the mutual consent of the Board and a majority of the certified staff.

A nonmember secretary (without vote) will be designated by the Superintendent to attend meetings to take notes, prepare minutes, and distribute copies to the committee members. This secretary may be either a certified or non-certified staff member.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.0.1.1 – PERSONNEL POLICIES COMMITTEE ELECTION PROCEDURES

Characteristics of a representative Personnel Policies Committee:

1. Representation of all buildings
2. Representation of different grade levels (elementary) and subject areas (secondary)
3. Staggered terms for continuity
4. Representation by both majority and minority races
5. Representation by both female and male

The System-Wide Election

1. Ten teachers will be elected in a system-wide election by the teachers of the system to be members of the Personnel Policies Committee. The system-wide election will be held during the first quarter of the school year.
2. To provide representation as proportionate as possible, members from different grades (elementary) and subject areas (secondary) will represent the buildings as follows:

   Walker Pre-K Center – 1 member

   East Side – 2 members

   Central – 2 members

   MMS – 2 members

   MHS – 3 members

3. To provide continuity, the members of the first Personnel Policies Committee served staggered terms. Those terms were as follows: West Side – 3-year term; East Side – Position 1 held a 1-year term and Position 2 held a 2-year term; Central – Position 1 held a 1-year term and Position 2 held a 3-year term; MJHS – Positions 1 and 2 both held 2 year terms; MHS – Position 1 held a 1-year term and Position 2 held a 2-year term. For buildings with two members, drawings were held to determine positions at the first committee meeting after the election. [1]

   Due to district-wide grade configuration changes in the 2021 school year, the number of members and the cycle pattern is as follows:[2]

| | Walker PK | East Side | Central | MMS | MHS |
|---|---|---|---|---|---|
| Year 1 | | Position 2 | | Position 1 | Position 2 |
| Year 2 | | Position 1 | Position 2 | Position 2 | Position 3 |
| Year 3 | Position 1 | | Position 1 | | Position 1 |

Members may serve no more than two consecutive terms. If a member of the Personnel Policies Committee leaves the building or the system, a replacement will be elected to fill the unexpired term at the next regular election.

4. The teachers on the Personnel Policies Committee will serve as a system-wide election committee and will elect a chairperson to coordinate the procedures.

5. The system-wide election committee will set the dates of all elections, prepare the ballots for the system-wide election, distribute the ballots for the system-wide election to the building election committee (See #5, Building Nominating Elections), receive and tally the system-wide ballots, and report the names of the teacher members of the Personnel Policies Committee to the Superintendent's Office. Secretarial help will be available from the Superintendent's Office for clerical work, such as preparing ballots.

6. The nominees for the system-wide ballot will have been given to the chairperson of the system-wide election committee by the building election committee (See #6, Building Nominating Election).

Building Nominating Election

1. Each building will hold a nominating election to elect nominees for teacher membership on the Personnel Policies Committee. The nominees will represent different grades (elementary) or subject areas (secondary).

2. Candidates for building elections will be nominated from the floor at a building meeting and those nominated will be voted on by secret ballot. Elementary teachers who are assigned more than one grade (music, P.E., resource, counselor, librarian, etc.) may represent any assigned grade. Cross-building teachers will be on the list of the building where the Superintendent's Office routes communications to them.

3. Each teacher will have one vote for each position representing the building.

4. The name of one teacher as a nominee for each position may be submitted for the system-wide election.

5. The members of the Personnel Policies Committee for each building will serve on the building election committee and will appoint other teachers to make a committee of three. As far as possible the committee members will represent different grades or subject areas. The committee will select a chairperson to coordinate the building and system-wide elections in the building.

6. The building election committee will prepare the ballots for the nominating election, call a meeting of all teachers in the building and hold the election, tally the ballots, and report the names of the nominees for the system-wide election to the chairperson of the system-wide election committee. Secretarial help will be available from the Superintendent's Office for clerical work such as preparing ballots.

7. The building election committee will also conduct the system-wide election for the building. The committee will be provided ballots by the chairperson of the system-wide election committee, will

call a meeting of all teachers in the building and hold the election, and return the ballots to the system-wide election committee.

NOTE:

[1] The staggered committee member terms in this policy were amended due to the closing of the West Side campus and the kindergarten moving into a new building on the East Side campus. The West Side Position 1 became the East Side Position 3.

[2] During the 2021 school year the Freshman Academy opened on the Magnolia High School campus. This caused a district-wide grade configuration and as a result, the third committee member position from East Side Elementary School was shifted to Magnolia High School. The policy was also updated with the Walker Pre-Kindergarten Center position added to the matrix.

| | |
|---|---|
| Date Adopted: | April 12, 2004 |
| Re-adopted: | July 10, 2006 |
| Revised: | April 11, 2016 |
| | December 14, 2020 |

## 3.0.2 – SOLICITATIONS: STAFF TO STUDENTS

While employed by the Magnolia School District, no person shall act as salesman or agent within the District during the school year for any type of school supplies, materials, equipment, books, sets of books, or encyclopedias which are used in any school or by the pupils of any school. No home assignment may be made which will require a pupil to have access at home to any particular magazine, book, or sets of books, except textbooks, for any particular course. The teacher who represents any particular company must refrain recommending the products being sold to pupils or to parents during the school year.

No employee may purchase for profitable resale, any materials or merchandise, or act as an employee or agent for any commercial firm that might sell to or take orders from or for the use of pupils, except needed graduation supplies ordered and sold at cost and paid for through the business office. Any companies or individual dealing with pupils, classes, organizations, or groups within the school shall make their own arrangements for distribution and collection. The school administration will have the right with the company to determine the price for any articles purchased.

Legal Reference: A.S.A. §80-213, 80-509, 80-539, 80-1902, 80-1909

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.0.2.1 – SOLICITATION: SALESPERSONS

All salespersons and solicitors desiring to visit the schools of this district shall secure permission in advance at the office of the Superintendent and principal. A teacher shall not be permitted to talk with a salesperson or any other person if this involves leaving a class or group unsupervised.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.0.3 – GIFTS TO STAFF MEMBERS

Teachers are asked to use purposeful tact in discouraging and prohibiting pupils, as individuals or as a group, from presenting them with gifts of value.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.0.4 – MINORITY TEACHER/ADMINISTRATORS RECRUITMENT PLAN

The Magnolia School District shall prepare a minority teacher and administrator recruitment plan. The plan shall place emphasis on recruitment of African Americans and other members of minorities for teacher and administrator positions and on encouraging minority students to pursue a career in education. The plan shall be a part of the Equity Assistance Plan filed annually with the Equity Assistance Center of the State Department of Education and shall be updated annually.

The minority teacher and administrator recruitment plan shall include but not be limited to the following information:

1. The goals of the school district for the recruitment of minority teachers and administrators for the next school year;

2. The steps the school district has taken to meet its goals;

3. The progress of the school district in recruiting minority teacher and administrators;

4. The measures the school district will use to meet its employment goals;

5. If the school district did not meet the district's goals for the previous reporting period, the school district shall state the reasons for not meeting the goals;

6. The steps the school district will take to encourage minority students to pursue a career in education;

7. The number and percentage of members of racial minorities who were employed as teachers or administrators in each of the last five (5) years; and

8. The racial composition of the student body and the racial composition of the residents of the district.

The school district shall establish a minority teacher/administrator goal at least equal to the percentage of minority students of the district.

The school district shall designate an employee to coordinate implementation of its recruitment plan. The designated Equity Assistance Coordinator in the school district may serve as the coordinator of the district's recruitment plan.

Legal Reference: Act 1164 of 1991

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.0.5 – FACILITIES: PERSONNEL RESPONSIBILITIES

Each teacher should take pride in keeping the buildings and equipment in good condition and strive to maintain clean and orderly classrooms, teachers' lounges, workrooms, as well as any areas of the building in which the teacher is present. No teacher or staff member shall eat food or chew gum in the classroom when the students are present except during designated classroom holiday parties.

Teachers who find it necessary to remain in a school building after working hours of the custodians should assume responsibility for seeing that windows are closed and locked, electric lights are turned off, and all exterior doors are securely locked. Keys needed by teachers are to be checked out at the principal's office and are for the use of only the teacher to whom they are issued. Teachers shall not have duplicates made of keys to school locks. In no case should a key be loaned to a student.

Because of the many requests for use of school buildings during the evening hours, teachers should secure the approval of the principal before scheduling such an activity. The principal will in turn clear all requests for the use of a school building during such hours through the office where a calendar of assignments of school buildings is kept. The teacher in charge of a group having been given permission to use a school building should assume responsibility for the care of the building during the time it is being used by the group.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.0.6 – TELEPHONE USAGE

Teachers using office telephone for long distance calls should log all calls with the school secretary. Information such as number called, date of call, and whether call is for school business or personal business is requested. School personnel with telephones in their offices (coaches, band directors, counselors) are to maintain a log for their telephones.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.0.7 – PROFESSIONAL STAFF MEETINGS

The School Board considers it part of a teacher's and administrator's professional responsibility to attend such staff meetings as may be required for the proper functioning of the schools, to serve on committees involved in curriculum development and textbook selection, and to participate in parent-teacher organizations and functions.

School administrators will seek to give sufficient notice staff meetings, hold them to reasonable frequency and length, and make committee assignments equitably.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.0.8 – PROFESSIONAL RESEARCH AND PUBLISHING

The School Board considers that the school district has proprietary rights to publications, instructional materials, and devices prepared by district employees during their paid work time. However, the Board also recognizes that importance of encouraging its professionals' writing, research, and other creative endeavors.

When original materials are developed by employees or staff committees during working time, or as part of regular or special assignments for which they are paid, the district will have sole rights in matters of publication or reproduction. However, the district will clearly recognize and note the identity of the employee(s) who created the materials.

In situations where the proprietary rights to material is in doubt—as for example, when original instructional materials have been developed partially during working time or as part of a paid assignment and partially during the staff member's own time, arrangements will be made for the appropriate assignment of rights and any profits.

A staff member may not use his/her knowledge of district programs and operations in professional writing prior to publication without clearing such writing with the Superintendent of Schools.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.0.9 – STAFF ETHICS

An effective educational program requires the services of men and women of integrity, high ideals, and human understanding. All district employees are expected to maintain high standards in their school relationships. These standards include the following:

1. The maintenance of just and courteous professional relationships with students, parents, staff members, and others.

2. The maintenance of their own efficiency and knowledge of the developments in their fields of work.

3. The transaction of all official business with the properly designated authorities of the school system.

4. The establishment of friendly and intelligent cooperation between the community and the school system.

5. The placement of the welfare of children as the first concern of the school system, which will require that appointments to positions and promotions be based solely on merit. The use of pressure on school officials for appointment or promotion is unethical.

6. Restraint from using school contracts and privileges to promote partisan politics, sectarian religious views, or selfish propaganda of any kind.

7. Directing any criticism of other staff members or of any department of the school system toward the improvement of the school system. Such constructive criticism is to be made directly to the particular school administrator who has the administrative authority to improve the situation and then to the Superintendent, if necessary.

8. The proper use and protection of all school properties, equipment, and materials.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.0.10 – STAFF JOB ACTIONS

It is the intent of the School Board to ensure that district education programs function without interruption. For this reason it will seek to ensure that contracts which are in force with the district are fulfilled. As much or as little legal recourse will be entered into as is necessary for the Board to fulfill its obligations and responsibilities to district citizens.

Any employee whose conduct is disruptive to district educational programs and/or violates the provisions of his/her contract with the district is subject to the possibility of legal action by the Board. Any employee who breaches his/her individual contract has, in essence, terminated his/her employment with the district.

It is the responsibility of every administrator to ensure that the obligations and responsibilities of the Board are fulfilled as the Board directs.

In the event of any disruptive actions by staff groups, emergency personnel regulations will go into effect.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.1 – LICENSED PERSONNEL SALARY SCHEDULE

### Personnel: Qualifications and Duties

In developing the salary schedule, the District will establish a normal base contract period for teachers. The District is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year licensed policies and salary schedule.

The salary schedule covers employment time of 190 days which shall include pre-school and post-school conferences and activities. Licensed personnel who are contracted for 160 days or less will accumulate days for the purposes of advancing on the salary schedule. The employee will not advance on the salary schedule until they have worked an accumulated 160 days.

Districts shall distribute funding for health insurance coverage in accordance with state law, the Affordable Care Act, and policy 7.23-Health Care Coverage 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.

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

Teachers who have earned sufficient college hours toward a degree relevant to the teacher's employment to warrant a salary change on the district's salary schedule in an area that is considered relevant to the employee's position as defined in this policy are responsible for reporting and supplying a transcript to the Superintendent. If a teacher subsequently receives a higher certificate during the school year, the salary increase shall become effective the following school year.

If college hours earned are to be counted toward requirements for a higher salary scale, they must satisfy the following requirements:

1. Be graduate hours.

2. Be earned from an institution accredited by a recognized regional or national accrediting agency.

3. Be in the field in which the teacher is working or a related field and be earned after the requirements for licensure have been completed.

4. Be approved by the superintendent before enrollment in course.

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5. A copy of an official transcript showing the additional hours must be sent directly to the superintendent.

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

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

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

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

**Compensation Guides and Contracts**

Professional personnel shall be awarded contracts by the Board, based upon the recommendations of the Superintendent and principals. Contracts are awarded annually. Salary and other benefits shall be part of the written contracts.

Substitute teachers are paid a daily rate set by the Board. Substitute teaching does not count toward teaching experience.

**Assuming an Additional Instruction Period**

Teachers under contract with the Magnolia Public Schools may assume an additional instructional period under extenuating circumstances and upon agreement with an individual teacher. The teacher who assumes an additional instructional period each day for one semester or more will be compensated for the additional instructional time at the hourly rate per diem to be determined by the board adopted salary schedule that is currently in effect.

It is understood and agreed upon by both parties whose signatures appear on the contract addendum that the contract may be adjusted should a qualified teacher be employed to teach the additional class period.

**Professional Staff Positions**

All professional staff positions are created only with the approval of the Board. It is the Board's intent to activate a sufficient number of positions to accomplish the School District's goals and objectives.

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Before any new position is established, the Superintendent will present for the Board's approval a job description for the position which specifies the job holder's qualifications, the job's performance responsibilities, and the method by which the performance of these responsibilities will be evaluated.

The board also instructs the Superintendent to maintain a comprehensive and up-to-date set of job descriptions of all positions in the school system.

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

Act 1120 (codified at A.C.A. § 6-13-635) requires the Board to adopt a resolution that it has reviewed and adopted all salary increases of 5% or more, but most of the Act's listing of reasons are statutorily required raises and are paid by the state and not district funds. The Act's language requires the resolution even for an employee who moves from one position to another higher paying position such as going from teaching to administration. None-the -less, the resolution is required. Policy 1.9 directs the Board to review the salaries when adopting changes to this policy.

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

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

Cross Reference: Policy 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-17-201, 202, 2403
A.C.A. § 6-20-2305(f)(4)
DESE Rules Governing School Documents Posted to School District and Education Service Cooperative Websites

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: June 9, 2008
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\s\Mike Waters, President of School Board

# MAGNOLIA SCHOOL DISTRICT #14
## Teacher Salary Schedule - 190 Days
## 2021-2022

| Step | Years' Exp. | Bachelor's | B+15 | Master's | Doctorate |
|---|---|---|---|---|---|
| 1 | 0 | 39,200 | 39,950 | 41,900 | 43,400 |
| 2 | 1 | 39,650 | 40,400 | 42,400 | 43,900 |
| 3 | 2 | 40,100 | 40,850 | 42,900 | 44,400 |
| 4 | 3 | 40,550 | 41,300 | 43,400 | 44,900 |
| 5 | 4 | 41,000 | 41,750 | 43,900 | 45,400 |
| 6 | 5 | 41,450 | 42,200 | 44,400 | 45,900 |
| 7 | 6 | 41,900 | 42,650 | 44,900 | 46,400 |
| 8 | 7 | 42,350 | 43,100 | 45,400 | 46,900 |
| 9 | 8 | 42,800 | 43,550 | 45,900 | 47,400 |
| 10 | 9 | 43,250 | 44,000 | 46,400 | 47,900 |
| 11 | 10 | 43,700 | 44,450 | 46,900 | 48,400 |
| 12 | 11 | 44,150 | 44,900 | 47,400 | 48,900 |
| 13 | 12 | 44,600 | 45,350 | 47,900 | 49,400 |
| 14 | 13 | 45,050 | 45,800 | 48,400 | 49,900 |
| 15 | 14 | 45,500 | 46,250 | 48,900 | 50,400 |
| 16 | 15 | 45,950 | 46,700 | 49,400 | 50,900 |
| 17 | 16 | 46,400 | 47,150 | 49,900 | 51,400 |
| 18 | 17 | 46,850 | 47,600 | 50,400 | 51,900 |
| 19 | 18 | 47,300 | 48,050 | 50,900 | 52,400 |
| 20 | 19 | 47,750 | 48,500 | 51,400 | 52,900 |
| 21 | 20 | 48,200 | 48,950 | 51,900 | 53,400 |
| 22 | 21 | 48,650 | 49,400 | 52,400 | 53,900 |
| 23 | 22 | 49,100 | 49,850 | 52,900 | 54,400 |
| 24 | 23 | 49,550 | 50,300 | 53,400 | 54,900 |
| 25 | 24 | 50,000 | 50,750 | 53,900 | 55,400 |
| 26 | 25 | 50,450 | 51,200 | 54,400 | 55,900 |

*Last Amended September 2021*

## 3.2—LICENSED PERSONNEL EVALUATIONS

### Definitions

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

"Building level or district level leader" means an individual employed by the District whose job assignment is that of a building level or district level administrator or an equivalent role, including an administrator licensed by the State Board of Education, an unlicensed administrator, or an individual on an Administrator Licensure Completion Plan. Building level or district level leader does not include the superintendent, deputy superintendents, associate superintendents, and assistant superintendents.[1]

"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 lottery-type process.[2] 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.[3]

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:[4]

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

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

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

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

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

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

**Building Level or District Level Evaluations**

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

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

Building level or district level leaders, except for beginning administrators, shall have a summative evaluation at least once every four (4) years. To establish the initial four-year rotation schedule for building level or district level leaders, except for beginning administrators, to be summatively evaluated, at least one quarter (1/4) of each school's building level or district level leaders will be selected for evaluation by a lottery-type process .[2] 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.[3]

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

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

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

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

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

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

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

Districts with a waiver to employ unlicensed individuals as teachers or administrators should add the following sentence to Policy 8.2—CLASSIFIED PERSONNEL EVALUATIONS:
*Individuals employed under the District's waiver as unlicensed teachers and administrators shall be evaluated under Policy 3.2—LICENSED PERSONNEL EVALUATIONS.*

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

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

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

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

You have the option to allow a teacher's work for National Board certification or renewal certification to be substituted for portions of the summative evaluation; If you choose to do so, add the following language:
*A teacher's work completed for the certification or renewal of a certification from the National Board for Professional Teaching Standards may be substituted for the whole or any part of the summative evaluation.*

Cross Reference: 8.2—CLASSIFIED PERSONNEL EVALUATIONS

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

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: May 14, 2012
September 9, 2013
April 14, 2014
June 9, 2014
June 8, 2015
August 14, 2017
April 9, 2018
August 12, 2019

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## 3.3 EVALUATION OF 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: April 12, 2004
Re-adopted: July 10, 2006

# 3.4—LICENSED PERSONNEL REDUCTION IN FORCE

**SECTION ONE**

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

In effecting a reduction in force, the primary goals of the school district shall be: what is in the best interests of the students; to maintain accreditation in compliance with the Standards for Accreditation of Arkansas Public Schools and/or the North Central Association; and the needs of the district. A reduction in force will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the school district, and by examining the staffing of the district in each licensure area and/or, if applicable, specific grade levels.

If a reduction in force becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade level on the basis of each employee's points as determined by the schedule contained in this policy. The teacher with the fewest points will be non-renewed or terminated first. In the event of a tie between two (2) or more employees, the teacher(s) shall be retained whose name(s) appear first in the board's minutes of the date of hire. There is no right or implied right for any teacher to "bump" or displace any other teacher except when permitted by policy 8.30. Being employed fewer than one hundred sixty (160) days in a school year shall not constitute a year. It is each teacher's individual responsibility to ensure his/her point totals are current in District files.

**Points**

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

When the District is conducting a RIF, all potentially affected teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points to the superintendent whose decision shall be final.

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Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect a teacher's point total after the list is released.

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

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.

There shall be no right of recall for any teacher.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: June 13, 2011
May 14, 2012
May 13, 2013
September 9, 2019
June 8, 2020
March 8, 2021

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## 3.4.1 - ADDITION TO REDUCTION IN FORCE (RIF) POLICY

Section 2

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

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

The need for any employee of the annexed or consolidated school district shall be determined solely by the Superintendent and School Board of the Magnolia School District.

The Superintendent shall mail or have hand-delivered the notification to such employees of his intention to recommend nonrenewal or termination pursuant to a reduction in force within ninety (90) days of the effective date of the annexation or consolidation in order to effect the provisions of this section of the Magnolia School District's reduction-in-force policy. Such employees shall be paid at the rate for each person on the appropriate level on the salary schedule of the annexed or consolidated district during those ninety (90) days and/or through the completion of the reduction-in-force process.

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

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

Date Adopted: September 19, 2005 – Certified Personnel Policies Committee
October 17, 2005 – Board of Education
October 31, 2005 – District-Wide Certified Personnel
Re-adopted: July 10, 2006 – Board of Education

## 3.5--CONTRACT - RETURN

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

An employee shall have the right to unilaterally rescind any signed contract no later than ten (10) days after the end of the school year.

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. Nor further action on the part of the employee, the Superintendent, or the School Board shall be required in order to make the employee's resignation final.

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

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.6—LICENSED PERSONNEL EMPLOYEE TRAINING

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

a. Is required by statute or the Division of Elementary and Secondary Education (DESE); or

b. Meets the following criteria:

- Improves the knowledge, skills, and effectiveness of teachers;
- Improves the knowledge and skills of administrators and paraprofessionals concerning effective instructional strategies and methods;
- Leads to improved student academic achievement; and
- Is researched-based and standards-based.

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

As part of the District's School District Support Plan (SDSP), the District shall develop and implement a professional development plan (PDP) for its licensed employees. The District's PDP shall, in part, align District resources to address the PD activities identified in each school's school-level improvement plan (SLIP) and incorporate the licensed employee's 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. § 6-17-1202 have until the end of the following school year to make up the deficient hours. Missed hours of PD shall be made up with PD that is substantially similar to that which was missed and can be obtained by any method, online or otherwise, approved by ADE. This time extension does not absolve the employee from also obtaining the following year's required hours of PD. Failure to obtain required PD or to make up missed PD could lead to disciplinary consequences, up to termination or nonrenewal of the contract of employment.

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

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

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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.

It is the responsibility of the employee to cancel registration for professional development provided by any Arkansas Education Service Cooperative if they are unable to attend. Employees shall be responsible for any registration fees if the professional development registration is not cancelled prior to the training.

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

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

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

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

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

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

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

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

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

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

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

The professional development will be designed so that, by the beginning of the 2023-2024 school year, all teachers employed in a teaching position that requires an elementary education license (K-6), special education license, or reading specialists in kindergarten through grade twelve (K-12) shall demonstrate proficiency in knowledge and practices of scientific reading instruction and all other teachers shall demonstrate awareness in knowledge and practices of the scientific reading instruction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

District administrators as well as licensed personnel selected by the superintendent or building principal shall receive training on the appropriate use of restraint and seclusion in accordance with DESE's Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings and is in compliance with the requirements of A.C.A. § 6-18-2309. The names of District staff who have received certified training on the use of physical restraint shall be provided to all District staff at least annually.

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

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

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Approved PD activities may include:

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

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

PD activities shall relate to the following areas:

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

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

- School Fire Marshall program (A.C.A. § 6-10-110);
- Tornado safety drills (A.C.A. § 6-10-121);
- Statewide student assessments (A.C.A. § 6-15-2912);
- Test security and confidentiality (A.C.A. § 6-15-2907);
- Emergency plans and the emergency communication method with law enforcement (A.C.A. § 6-15-1302);
- TESS (A.C.A. § 6-17-2806);
- Student discipline training, behavioral intervention, and classroom management (A.C.A. § 6-18-502);
- Comprehensive School Counseling Program (A.C.A. § 6-18-2004);

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- Training required by DESE under The Arkansas Educational Support and Accountability Act and fiscal and facilities distress statutes and rules; and
- Annual lockdown drills (6-15-1303).

Cross References:
3.50—ADMINISTRATOR EVALUATOR CERTIFICATION
4.37—EMERGENCY DRILLS
4.60—STUDENT BEHAVIORAL INTERVENTION AND RESTRAINT
5.2—PLANNING FOR EDUCATIONAL IMPROVEMENT

Legal References:
Standards For Accreditation 1-B.4, 3-A.4, 3-B.1, 4-G.1, 4-G.2
DESE Rules Governing Professional Development
DESE Rules Governing the Arkansas Educational Support and Accountability Act
DESE Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements
DESE Rules Governing the Right to Read Act
DESE Rules Governing Student Special Needs Funding
DESE Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings
A.C.A. § 6-10-121
A.C.A. § 6-10-122
A.C.A. § 6-10-123
A.C.A. § 6-15-1004(c)
A.C.A. § 6-15-1302
A.C.A. § 6-15-1303
A.C.A. § 6-15-1703
A.C.A. § 6-15-2907
A.C.A. § 6-15-2911
A.C.A. § 6-15-2912
A.C.A. § 6-15-2913
A.C.A. § 6-15-2914
A.C.A. § 6-15-2916
A.C.A. § 6-16-1203
A.C.A. § 6-17-429
A.C.A. § 6-17-703
A.C.A. § 6-17-704
A.C.A. § 6-17-708
A.C.A. § 6-17-709
A.C.A. § 6-17-710
A.C.A. § 6-17-711
A.C.A. § 6-17-2806
A.C.A. § 6-17-2808
A.C.A. § 6-18-502(f)
A.C.A. § 6-18-514(f)
A.C.A. § 6-18-708
A.C.A. § 6-18-2004

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A.C.A. § 6-18-2304
A.C.A. § 6-18-2308
A.C.A. § 6-18-2309
A.C.A. § 6-20-2204
A.C.A. § 6-20-2303 (16)
A.C.A. § 6-41-608
A.C.A. § 6-61-133

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September 13, 2021

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# 3.7—LICENSED PERSONNEL BUS DRIVER DRUG TESTING

## Definitions

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

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

"Safety-sensitive function" includes:
a. All time spent inspecting, servicing, and/or preparing the vehicle;
b. All time spent driving the vehicle;
c. All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
d. All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

"School Bus" is a motorized vehicle that meets the following requirements:
1. Is designed to carry more than ten (10) passengers;
2. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
3. Is operated for the transportation of students from home to school, from school to home, or to and from school events.[1]

## 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[2];
2. Have undergone a physical examination, which shall include a drug test,[3] by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certification of school bus driver in service training.[4]

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;[5]
- 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;[6] 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[7] 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

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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.

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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.[8]

## 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.[9]

Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulatable observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the driver to submit to "reasonable suspicion" tests for alcohol and controlled substances.

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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:[10]

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:[11]

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

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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.

[1] 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.

[2] 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.

[3] 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.

[4] A.C.A. § 6-19-108(f) requires extracurricular trips be made only by certified bus drivers who have a valid proof of in service training certification.

[5] 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.

[6] 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.

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[7] 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.

[8] 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.

[9] 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.

[10] 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:
        - 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;
        - 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);
        - 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 an 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.

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[11] 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

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## 3.8 – LICENSED PERSONNEL 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 immediate family.

3. "Excessive Sick Leave" is absence from work, whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American's With Disabilities Act; or due to a compensable Workers' Compensation claim.

4. "Grossly Excessive Sick Leave" is absence from work, whether paid or unpaid, that exceeds 10% of the employee's contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American's With Disabilities Act; or due to a compensable Workers' Compensation claim.

5. "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.

6. "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

7. "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

An employee shall be allowed the equivalent of one day's absence of each month of the contract at full pay on account of the following:

Personal illness

Illness of an employee's immediate family

The number of days of sick leave will be in effect at the beginning of the school year provided, if an employee resigned or leaves the position for any reason before the end of the school term, compensation for any days of sick leave used in excess of the number of days earned will be deducted from the last pay check.

### Accumulated Days of Leave for Illness

At the end of each school year, the unused days of accumulated leave for illness shall be carried over into the next year and recorded as unused sick leave until the maximum of ninety (90) days sick leave is accumulated.

### Pay for Unused Sick Leave

Beginning in the 2018-19 school year, the Magnolia School District will pay for unused sick leave under the following condition. Upon retirement, a certified employee of the Magnolia School District will be paid for five (5) days of accumulated sick leave for each year of service to the Magnolia School District. The accumulated unused sick leave will be paid at the current certified substitute rate of pay up to a maximum of sixty (60) days.

**Additional Information**
The policies apply from the first day of the first school term for which the personnel is employed.

In the event that any one illness shall extend over a period of three (3) days or more, the employee shall submit to the Superintendent's office a medical certificate as justification for such absence.

Adjustments for leave and absence deductions shall be made on the salary check received by the employee for the calendar month following the absence.

The number of days for sick leave benefits in every school year to be credited to each employee shall be in the same proportion as that part of the school year during which the employee is so employed bears to the full school year.

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

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

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

Adjustments for leave and absence deductions shall be made on the salary check received by the employee for the calendar month following the absence.

The number of days for sick leave benefits in every school year to be credited to each employee shall be in the same proportion as that part of the school year during which the employee is so employed bears to the full school year.

Each teacher is to keep a set of daily plans. These daily plans will be kept in the teacher's desk where, if an emergency arises, a substitute will have easy access to them. Teachers will be responsible for getting lesson plans and class rolls to the building principal prior to an absence.

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.

If the employee's absences are not subject to the FMLA or are in excess of what is protected under the FMLA, excessive or grossly excessive absenteeism as defined by this policy, to the extent that the employee is not carrying out his/her assigned duties to the degree that the education of students or the efficient operation of a school or the district is substantially adversely affected (at the determination of the principal or Superintendent),

may result in disciplinary action taken against the employee, which could include termination or nonrenewal of the contract of employment. The superintendent shall have the authority when making his/her determination to consider the totality of circumstances surrounding the absences and their impact on district operations or student services.

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

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

**Sick Leave and Outside Employment**

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

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

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

Date Adopted: April 12, 2004
Revised: March 14, 2005
Re-adopted: July 10, 2006
Revised: June 9, 2008
May 14, 2012
May 13, 2013
April 14, 2014
June 8, 2015
March 13, 2017
March 12, 2018
June 11, 2018
April 8, 2019

## 3.8.1 - SICK LEAVE - MATERNITY

In case a teacher or other employee wishes to continue to work during the time of pregnancy, the decision on continued employment, terminal date of employment, and/or dates of pregnancy leave will be based on the ability of the employee to perform the duties consistent with the job assignment and on the counsel of a qualified medical doctor of the employee's choice.

Any unused days of sick leave accumulated at the time pregnancy leave begins maybe used during pregnancy leave. However, at the option of the employee, any unused days of sick leave may be carried forward and be in effect on the date the teacher returns to school after pregnancy leave.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.8.2- SICK LEAVE - BEREAVEMENT

An employee may be absent without loss of pay three (3) days because of death of the following persons:

1. Grandmother or grandfather of teacher or spouse.
2. Father or mother of teacher or spouse
3. Wife or husband of teacher
4. Son or daughter or teacher
5. Brother or sister of teacher or spouse
6. Other persons included at the Superintendent's discretion.

One sick leave day may be used for a bereavement day for the death of a person not covered above.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.9 - SICK LEAVE BANK – LICENSED EMPLOYEES

The Magnolia School District administers a Sick Leave Bank for all certified personnel who wish to participate. The sick Leave Bank permits salary and benefits continuation for eligible certified faculty and staff who have exhausted all paid leave due to their own serious illness and/or injury or due to the need to care for a seriously ill member of the employee's family or household. This long-term sick leave bank is to assist participating employees during a long-term illness of the employee, spouse, children, parents, or other relatives in the same household causing excessive absences of the employee.

The purpose of this policy is to grant its participants an extended leave period beyond the existing sick leave policy and the personal business leave policy, which includes personal business leave days at substitute pay and take into consideration any short-term disability income to which the employee may be entitled. It is the intent of this policy to provide additional leave only after all accumulated days have been used and after accounting for any disability income to which the employee is eligible. This would eliminate the possibility of an employee receiving more than their daily rate of pay for excessive absences. It is the intent of this policy to provide additional leave only after all accumulated days have been used.

Membership

All licensed employees of the Magnolia School District will be eligible for membership in the Sick Leave Bank. Participation in the Sick Leave Bank is strictly voluntary.

Initial membership will be taken through September 15 of each school year. For those employees whose contracts begin prior to regular teachers, one sick leave day must be donated within twenty (20) days after the beginning date of the new contract. To participate in the sick leave bank, a nonmember must donate one sick leave day by the appropriate deadline. An employee hired after September 15 must donate one sick leave day within twenty (20) working days after employment begins. Any contribution to the sick leave bank may not be withdrawn.

Each person wishing to make a contribution will do so on an Enrollment in the Sick Leave Bank Form and submit the completed form to the Chairperson of the Sick Leave Bank Committee.

If an additional day is requested by the Sick Leave Bank Review Committee, the employee must contribute a sick leave day within twenty (20) working days of the request to continue membership. An employee will remain a member of the Sick Leave Bank as long as he/she contributes a day as requested by the Sick Leave Bank Review Committee and remains under contract to the Magnolia School District.

After having used days from the sick leave bank, the employee must contribute one sick leave day by the appropriate deadline for the next contracted year to continue membership.

Review Committee

The Sick Leave Bank will be governed by a five (5) member Review Committee made up of contributors to the sick leave bank. The committee will consist of one certified person from each campus. The district's Business Manager will serve as a non-voting consultant to the committee. Committee members will be elected each September by the building's participants after the deadline for choice of participation. A committee chairperson will be selected by the Review Committee. The

previous year's Sick Leave Bank Review Committee will continue to serve until a new committee is elected.

The Review Committee will be responsible for administering the bank in accordance with rules and procedures defined in this policy. The Review Committee will be solely responsible for granting or refusing days to members. Within two weeks of a Sick Leave Bank grant request, the Review Committee will notify in writing the requesting member of its decision to grant or deny the request. The Review Committee will monitor and maintain days in the Sick Leave Bank and will request more days as needed or inform members that no days will need to be contributed as dictated by policy.

The Review Committee may develop additional rules, revisions, restrictions, and procedures as necessary to efficiently and fairly administer the program and prevent abuse. The Review Committee will present any recommended changes to the Personnel Policies Committee. The Personnel Policies Committee will consider recommendations from the Review Committee and will approve, modify, or reject those recommendations. Any recommendations for the Personnel Policies Committee regarding this policy will be presented to the Magnolia Board of Education for approval.

Procedures for Requesting Days from the Bank

To request days from the sick leave bank, the employee must submit a request in writing on a Sick Leave Bank Request for Days Form and all necessary documentation to the Review Committee Chairperson. Written documentation from the attending medical doctor must specify the reason and the need for the employee to be absent from duty, the cause of the illness/confinement and the date on which it was diagnosed. Upon receipt of the request, the Review Committee Chairperson will schedule a committee meeting to review the request.

Sick leave bank days may be granted only in cases of serious illness and/or injury or extraordinary circumstances as documented by a medical doctor. Illness or injury for the purpose of this policy is defined as: an injury or illness which will be disabling and is not related to regular maternity leave, cosmetic surgery, or correctional surgery, which in the opinion of the medical doctors, can be performed during the summer months.

The committee will meet within two working weeks and render a decision in writing whether to approve or deny a grant of additional sick leave. A copy of the decision will be given to the person making the request and to the district's business manager.

A Sick Leave Grant may be made for no more than ten (10) consecutive days per grant and no more than two separate grants per year may be made to an individual member for a maximum of twenty (20) days. The grant may be retroactive to begin the day after a member's accumulated days were exhausted.

If the request for sick leave bank days is denied, the member may appeal to the Sick Leave Bank Review Committee. Additional information may be required at that time. A majority opinion of the committee will prevail at the appeal.

Rules of Operation

Only employees who have made contributions to the bank may request withdrawals from the bank.

1. Once sick leave days have been contributed to the bank, the usage of those days will be governed by the Review Committee. Any contribution to the sick leave bank may not be withdrawn.
2. The Sick Leave Bank may be used only upon exhaustion of a member's accumulated sick leave and all personal business days, including personal business days at substitute pay.

3. The Sick Leave Bank is for employees during a long-term illness of the employee, spouse, children, parents, or other relatives in the employee's household causing absence from duty which extends fifteen (15) consecutive 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 and all personal business leave days, including personal business leave days at substitute pay, have been exhausted.

   Exception: In the case of an employee who is able to return to work intermittently, the requirement for consecutive days may be waived if it is determined that the illness/injury is serious enough that the employee would miss more than fifteen (15) work days after all of an employee's accumulated sick leave and personal leave days have been exhausted.

4. Any member leaving the employment of Magnolia School District or canceling their membership of the Sick Leave Bank will not be refunded any contributed days.

5. All contributions will be placed in the sick leave bank and days will be granted from the bank at the discretion of the Review Committee. Days may not be credited to a specific staff member.

6. Any days granted, but not used, will be returned to the Sick Leave Bank. If any sick leave days granted to an employee by the SLB are not used for the specific illness/injury which is approved, these days will be lost by the employee and returned to the Sick Leave Bank.

Management of the Bank

In order to implement a sick leave bank, a minimum of fifty (50) percent employee participation is required.

The balance of days in the sick bank will be carried over each school year. New members must contribute to the bank to be eligible to participate. Recipients of sick leave days during the previous year must contribute one day to the bank to be eligible to maintain membership in the bank.
When the Review Committee determines that more days are needed for the bank to remain solvent, each member will be requested to contribute one day of his/her sick leave. Failure to contribute will result in his/her termination as a bank member. The Review Committee may solicit additional contributions at any time if the balance of the bank drops below twenty-five (25) days.

If during the school year the number of days in the Sick Leave Bank falls below twenty-five (25) days, all members will be assessed one sick leave day. Those who do not contribute at this time will not be eligible to continue membership. At the beginning of the next school year, any employee who is not a member of the Sick Leave Bank will be given the opportunity to join.

The Sick Leave Bank shall not exceed a specified number of days. The following formula will be used to determine the maximum number of days the Sick Leave Bank may contain:

| | | |
|---|---|---|
| Number of licensed personnel + 24 | = | Maximum number of days in the Sick Leave Bank |

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: April 11, 2011
May 14, 2012

## 3.9.1F – ENROLLMENT/RE-ENROLLMENT FORM

Magnolia School District

ENROLLMENT/RE-ENROLLMENT FORM

### SICK LEAVE BANK

I request and authorize the Magnolia School District to deduct one sick leave day from my sick leave allowance to contribute to the Sick Leave Bank.

I have read and understand the policy of operation for the Sick Leave Bank. I understand that the day given will go into the bank and will be used at the discretion of the Sick Leave Bank Review Committee as directed by policy and will not be returned to me.

Date:_____ School:_____

Employee Name (printed):_____

Employee Signature:_____

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

**3.9.2F – REQUEST FOR DAYS FORM**

Magnolia School District

**REQUEST FOR DAYS**

**SICK LEAVE BANK**

NAME_____ SCHOOL_____

ADDRESS_____

PHONE_____ APPLICATION DATE_____

NUMBER OF DAYS ACCUMULATED (SICK + PERSONAL) _____

NUMBER OF DAYS REQUESTED_____

REASON FOR REQUEST: (Additional pages may be added)

*****Attach physician statement and other relevant information.**

ACTION OF THE COMMITTEE ON THE REQUEST

Date Reviewed_____

Approved _____ Days Granted_____ Denied_____

Date of Appeal_____

Appeal Approved_____ Days Granted_____ Denied_____

Notes:
Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.10 LICENSED PERSONNEL PLANNING TIME

The superintendent is responsible for ensuring master schedules are created which determine the timing and duration of each teacher's planning and scheduled lunch periods. Planning time is for the purpose of scheduling conferences, instructional planning, and preparation. Each teacher will have the ability to schedule these activities during his/her designated planning time. Teachers may not leave campus during their planning time without prior permission from their building level supervisor. Any teacher who leaves the school grounds during the school day for any reason shall follow the established check-out procedures.

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)

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: August 14, 2006
May 14, 2012

## 3.11– LICENSED PERSONNEL PERSONAL LEAVE

General Information

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 one (1) day of personal leave per contract year. One day of personal leave without loss of pay may be allowed for a teacher to attend to business which cannot be attended to outside of school hours provided the absence is authorized in advance by the Superintendent and provided suitable lesson plans are filed with the principal. If an additional personal business day is needed, one sick leave may be exchanged without loss of pay.

Two additional days of personal leave with the pay of a substitute deducted may be allowed under the same circumstances as above.

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

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

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 and/or as permitted by policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

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

Personal leave may not be taken the day before or the day after a holiday.

Absences for Non-Educational Meetings

A teacher may be absent to attend meetings of non-educational or civic organizations for a period not to exceed three (3) days with the pay of a substitute deducted, provided permission is secured in advance with the principal.

Excess Absences

In case of absences in excess of maximum described above and in case of absences at any time on account of other causes not described, the full amount of the daily salary shall be deducted.

Note: Please note that the provisions of Act 1028 of 2007 which gives state employees 8 hours of paid leave to attend their children's school educational activities does **NOT** apply to public school employees.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: June 9, 2008
May 14, 2012

## 3.11.1 – LEAVE FOR PUBLIC SPEAKING ENGAGEMENTS

The School Board recognizes that an informed public can become an involved public in education. Licensed personnel may be granted leave time to present educational issues to civic or community organizations.

Licensed personnel who request this leave time will not receive a deduction in pay if prior arrangements have been made with and have been approved by the building principal.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.11.2 - PERSONAL LEAVE - MILITARY

A teacher or administrator who is a member of the Arkansas National Guard or reserved branches of the armed forces will be granted leave at the rate of fifteen (15) days in any one (1) calendar year, plus necessary travel time for annual training requirement time. If leave is not used in a calendar year, it will accumulate in the succeeding calendar year until it totals fifteen (15) days at the beginning of the calendar year. Leave will be granted without loss of pay in addition to regular vacation time. The teacher or administrator will be responsible for paying the cost of any substitute employed in the teacher or administrator's absence.

An employee who is drafted or called to active duty in the armed forces or who volunteers for military service shall be placed on extended leave without pay and upon application, in ninety (90) days after his release, shall be reinstated to the position vacated or its equivalent with no loss of seniority or any other benefits or privileges of employment.

An employee who enlists or re-enlists for a second consecutive term of military duty forfeits his re-employment rights. Personnel called to duty in emergency situations by the Governor or president shall be granted leave with pay not to exceed thirty (30) working days after which leave without pay will be granted. This leave is in addition to regular vacation time.

Legal Reference: Act 586 of 1989; Revised: June 27, 1989
Act 673 of 1991

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.12- PROFESSIONAL LEAVE

"Professional Leave" is paid leave granted for the purpose of enable an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which improve the instructional program or 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/her immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor's decisions subject to review and overruling by the Superintendent. Budgeting concerns may always be taken into consideration in reviewing a request for professional leave.

Applications for professional leave should be made no less than two (2) weeks before the requested leave is to begin, if possible.

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

During such approved leave, the employee's pay shall not be deducted. If a substitute is needed during such approval leave, the District shall pay the full cost of the substitute. Suitable lesson plans must be filed in advance with the building principal.

Date Adopted April 12, 2004
Re-adopted: July 10, 2006
Revised: May 14, 2012
Revised: May 13, 2013

## 3.12 R – LICENSED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS

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

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

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

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

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

Date Adopted: August 13, 2007
Revised: June 9, 2008
May 14, 2012
August 12, 2019

## 3.13– LICENSED PERSONNEL PUBLIC OFFICE

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

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

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

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

Legal Reference: A.C.A. § 6-17-115, 116

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: May 14, 2012

## 3.14– JURY DUTY AND/OR COURT APPEARANCES

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

The employee must present the original (not a copy) of the summons to 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 from the stipend they receive for jury duty, up to, but not to exceed, the cost of the substitute hired to replace the employee in his/her absence.

Personal Court Matters

Any time spent in the court on personal matters shall be counted as personal time and will either be deducted from the employee's pay or counted as personal business.

Legal Reference: A.C.A. § 16-31-106

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: April 12, 2010
November 2, 2020

## 3.15 – LEAVE – INJURY FROM ASSAULT

The School Board shall grant any full-time licensed employee of the district, who is compelled by law to secure a license from the State Board of Education as a condition precedent to employment, leave at full pay for absence due to personal injury caused by either assault or other criminal act committed against the licensed employee in the course of his/her employment.

Whenever a school teacher is absent from his or her duties in the school as a result of personal injury caused by either an assault or a criminal act committed against the school teacher in the course of his or her employment, the school teacher shall be granted a leave of absence from school with full pay for up to one (1) year from the date of injury. The leave of absence for personal injury from an assault or a criminal act shall not be charged to the teacher's sick leave authorized under this policy. Teachers who suffer personal injury while intervening in student fights, restraining a student, or protecting a student from harm shall be considered to be injured as a result of an assault or a criminal act.

The verification of the teacher's status as far as course of employment during the time of the incident shall be verified by the principal and superintendent in writing to the board.

The assault or criminal act must be verified by the proper authority, i.e., police, etc.

The teacher must present a statement from a medical doctor as to the condition of the teacher's ability to work during this period of time. The school board may request that the teacher be examined by a medical doctor of the board's choosing to verify work ability. If the school board requests a second opinion, the school district shall be responsible for any incurred expenses involved in the second opinion. If there is a disagreement between the teacher's doctor and the board's doctor, a third opinion shall be requested from someone that both the teacher and the board agree upon and the opinion from the agreed upon doctor shall be the decision from which the board and teacher shall abide. The district and the employee shall share equally the remaining cost of the third opinion after all employee insurance benefits have been paid in full.

The teacher shall not draw worker's compensation salary supplement or hold any other job during the time the board is paying full salary under the conditions of this policy and act.

The decision of the school board is final, and that decision shall not be subject to appeal through any administrative proceeding, including district grievance policy.

Legal Reference: A.C.A. § 6-17-1209

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.16 – LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

All teachers will be provided an instructional supply budget as directed by State law. Teachers will follow the district's prescribed purchasing system to utilize instructional budget funds.

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

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: May 14, 2012

# 3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

When a licensed employee is additionally employed by the District in either a classified capacity or by a contract to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary licensed position employment contract shall prevail over all other employment duties unless the needs of the district dictate otherwise.[1] If there is a conflict between the expectations of the primary licensed position and any other contracted position, the licensed employee shall notify the employee's building principal as far in advance as is practicable. The building principal shall verify the existence of the conflict by contacting the supervisor of the secondary contracted position. The superintendent shall determine the needs of the district on a case-by-case basis and rule accordingly. The superintendent's decision is final with no appeal to the Superintendent or the School Board. Frequent conflicts or scheduling problems could lead to the non-renewal or termination of the classified contract of employment or the contract to perform the supplementary duties.

**Sick Leave and Outside Employment**

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

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

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

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: April 14, 2014

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## 3.18.1 – OUTSIDE EMPLOYMENT – TUTORING

No teacher employed in the Magnolia School District will tutor students who are under the teacher's direction for pay or accept a gift for doing so.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.19—LICENSED PERSONNEL EMPLOYMENT

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

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

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

All teachers who begin employment in the 2023-2024 school year and each school year thereafter shall demonstrate proficiency or awareness in knowledge and practices in scientific reading instruction as is applicable to their teaching position by completing the prescribed proficiency or awareness in knowledge and practices of the scientific reading instruction credential either as a condition of licensure or within one (1) year for teachers who are already licensed or employed as a teacher under a waiver from licensure.

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

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

Inquiries on nondiscrimination may be directed to the Equity Coordinator, who may be reached at:

Scott Nipper
Magnolia School District
1403 High School Drive
Magnolia, AR 71753
870-234-4933
snipper@magnoliaschools.net

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

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

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

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

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

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

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

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

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

Employment Criteria – Personnel

The School Board adhered to the policy that the selection, transfer, promotion, demotion, and dismissal of professional personnel in the School District shall be made without regard to race, creed, color, national origin, religion, sex, age, disability, or other similar personal distinction. The following objective and subjective criteria shall be used in selecting new professional personnel and in transferring, promoting, demoting, and dismissing professional personnel:

I. Objective Consideration

   A. Instructional Personnel

      1. Type of license
      2. Number of year of experience

         a. In the teaching profession

         b. In the grade, subject, or position which he/she currently teaches or occupies, or for which he/she is applying

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c. In the system

3. Degree or degrees held (transcript required)

4. Endorsement in subject area

5. Number of hours beyond degree

6. Number of hours of voluntary participation in in-service training, workshops, seminars, etc.

7. Related occupational experience

B. Administrative Personnel

In addition to the criteria listed in I above, the following criteria shall apply to selection of administrative personnel:

1. Number of years of administrative experience

a. In this District

b. In any other District

2. Classification of school in which experience was attained.

II. Subjective Consideration

A. Past performance;

B. Ability;

C. Leadership; and,

D. Personality

Hiring

The School Board shall employ personnel based upon the Superintendent's recommendations. As a minimum, all employment contracts shall comply with the form mandated by the State Board of Education as follows:

1. The School Board shall be responsible for selecting and employing a Superintendent of Schools who meets all the qualifications established by law, and the State Department of Education.

2. All employees of the Magnolia School District, except the Superintendent shall be elected on nomination of the Superintendent. If a person nominated by the Superintendent is rejected by the School Board, it shall be the duty of the Superintendent to make another nomination.

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3. It is desirable that the Superintendent, before making nomination of teachers for employment, confer with the principal and supervisors under whom the teacher will work if employed.

4. An application form which reveals the essential personal and professional characteristics a teacher must have in order to be considered for employment will be used in the selection of teachers. Information received from the candidates' references and/or in personal interview will also be considered.

5. Before nominating any person for any position, the Superintendent shall see that they meet all the qualifications established by laws or by the School Board for that position. No teacher shall be elected to teach or have a valid contract to teach in the Magnolia Public Schools unless he/she is able to meet the following requirements:

A. Required by State Law

Each of the following must be filed by October 1st so that salary payments may continue:

1. All teachers: A valid teacher's license issued by the State Board of Education.

2. Newly hired teachers: Evidence of freedom from tuberculosis in an infectious stage. This may be obtained from a licensed physician or a county health department.

B. Required by State and/or Local regulations

1. Complete, official transcript of college work

2. A copy of Social Security card

3. Personal data form

4. A copy of current driver's license

5. Criminal Background Check, if applicable

6. The School Board directs the Superintendent to plan and implement an orientation program for new certified employees.

6. Teachers and principals are employed on an annual basis and are given written contracts each year as provided by law. The Board elects each year, not later than its April meeting, the personnel to be employed for the next school year. Teachers' and principals' contracts of employment shall be renewed for the next succeeding school year unless the employee is notified of nonrenewal prior to May 1 of the contract year. Such notice must be given by registered mail to the teacher's usual known address. Offers by the Board to renew contracts of teachers and principals shall expire if not

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accepted in writing and returned to the office of the Superintendent within thirty (30) days of issuance.

7. All school employees must satisfy the requirements of the Arkansas State Law, and Policies of the School Board. Emergency waivers to these standards can be granted when deemed necessary by the Superintendent.

8. Any licensed employee who has been hired on an emergency basis must complete a minimum of six semester hours of new work each year toward the removal of deficiencies until eligible for full certification as determined by the State Department of Education.

Legal References:
Division of Elementary and Secondary Education Rules Governing Background Checks
A.C.A. § 6-17-301
A.C.A. § 6-17-410
A.C.A. § 6-17-411
A.C.A. § 6-17-428
A.C.A. § 6-17-429
A.C.A. § 21-3-302
A.C.A. § 21-3-303
28 C.F.R. § 35.106
29 C.F.R. part 1635
34 C.F.R. § 100.6
34 C.F.R. § 104.8
34 C.F.R. § 106.8
34 C.F.R. § 106.9
34 C.F.R. § 108.9
34 C.F.R. § 110.25

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: May 14, 2012
April 14, 2014
March 9, 2015
June 8, 2015
March 14, 2016
August 14, 2017
April 9, 2018
August 10, 2020
September 13, 2021

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## 3.19.1 – EMPLOYMENT - ASSIGNMENT

The Superintendent shall make such assignments as are in the administration's judgment necessary to secure the highest efficiency of the staff. Principals may schedule or assign personnel under their supervision to perform functions necessary for the proper operation of their administrative unit.

The School Board may transfer licensed personnel upon the recommendation of the Superintendent when in the best interest of the school district to do so. Such transfers shall not be arbitrary, capricious, or discriminatory.

Legal References: A.S.A. § 80-1234
Act 654 of 1991

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.19.2 – EMPLOYMENT - PERSONNEL RECORDS

The School Board shall require complete and current personnel records on all licensed personnel.

All information contained in the records of licensed personnel shall be considered confidential and shall not be transmitted to other persons or agencies without written approval by said employee, or as subpoenaed by legal authorities.

It shall be the responsibility of each employee to insure that the central office and local school personnel files are complete and current in compliance with established board procedures as follows:

A. The District shall maintain a personnel file for each teacher which shall be available to the teacher for inspection and copying at the teacher's expense during normal office hours. The teacher may submit for inclusion in the file written information in response to any of the matter contained therein.

B. All licensed personnel must file with the administrative offices, before the first pay period, the following credentials as required by the state law and the policies of this school district. (Maintenance of up-to-date credentials and records shall be the responsibility of the employee)

    1. Income tax withholding form (exemption authorization)
    2. Certificate of tuberculin skin test, chest x-ray, or health department screening
    3. Social Security number
    4. Up-to-date mailing address and telephone number
    5. Arkansas teaching license
    6. Teacher retirement number (birth certificate and copy of Social Security card must be filed with initial application)
    7. Up-to-date transcript of college training (complete and official)

C. It shall be the responsibility of the licensed personnel to establish proof of teaching experience outside this school district.

D. It shall be the responsibility of the licensed personnel to establish proof of accrued sick leave outside this school district.

Failure to meet the requirement listed above will result in withholding of paychecks and, if not corrected, would be considered an inability to meet legal and certification requirements. (Although it is not required, it is recommended that all licensed personnel have a physical each year.)

Legal References: A.S.A § 12-2804, 80-225, 80-509
Act 936 of 1983

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.19.3 – EMPLOYMENT – SALARY DEDUCTIONS

Salary deductions which are considered statutory shall be deducted in accordance with applicable laws and regulations. The School Board may authorize voluntary deductions. Licensed personnel shall sign a form authorizing all voluntary continuous payroll deductions and verifying knowledge of all board regulations governing these deductions. Compulsory and payroll deductions are described as follows:

A. Compulsory Deductions – adjusted as required by law and deducted each payroll

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

B. Payroll Deductions

1. The Superintendent is authorized to withhold such professional dues as may be appropriate provided there is a request bearing the manual signature of the teacher. This request shall be filed in the Superintendent's office and shall be subject to audit. The Superintendent may withhold this amount from the salary of the teacher in eight (8) installments beginning in October of each year provided the proper authorization is provided by the teacher. In the event of a teacher resigning prior to the end of the contract, the teacher is responsible for the total amount of professional dues. Employees hired after October 1 who choose to join a professional organization may have the dues deducted in the same amount for the balance of the year as other employees. The school district shall transmit dues upon deduction to the proper professional organization.

2. State health and life insurance – The state provides for a basic health, life, and accidental death insurance policy for all full-time licensed personnel who desire such coverage. The cost of the individual plan varies, based on the state's contribution. Family coverage is also available at the additional premium. Licensed personnel who are currently enrolled in the state health insurance program and need to add to their coverage may only do so if there is a qualifying event during the year. Otherwise, changes may only be made during annual enrollment in October each year. Cancellations can be made during the year if the employee has a qualifying event. Personnel who are not members and desire to join the program may do so during open enrollment unless they have a qualifying event. In this case, the employee may join during the year. Personnel who begin employment during the school year may join the program by making application. Personnel who transfer to the District and are members of the program must notify the central office to insure continuous coverage.

C. Insurance and/or Annuities

The following insurance companies and plans have been approved for payroll withholding:

American Fidelity Assurance Company

Ameriprise Financial Services

Edward Jones

Waller Wealth Management

Health Advantage POS & HMO

Delta Dental

VSP Vision

Variable Annuity Life Insurance Co. (VALIC)

Legal References: ASA § 80-1234, 80-1333, 80-1443, 6-17-805
Revised: May 1988

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: November 4, 2019

## 3.19.4 – EMPLOYMENT – DRUG-FREE WORKPLACE

The Magnolia School District is committed to providing a drug-free workplace both for the health and safety of its employees and as an example to its students. All employees share the responsibility for insuring a drug-free workplace. This notification is distributed to all district employees. It is mandatory that employees comply with this policy.

Information about drug and alcohol counseling and treatment will be provided to employees upon request. A resource list is in the Superintendent's office.

The unlawful possession, use, or distribution of illicit drugs or alcohol on District property or as part of any school activity constitutes conduct unbecoming an employee and is prohibited. An employee shall not report to work or perform his/her duties after having used any prohibited drug and/or alcoholic beverage. Compliance with this regulation is a condition of employment and any employee in violation will be subject to disciplinary action, up to and including termination and referral for prosecution.

Nothing in this regulation shall limit the District's right to discipline up to and including discharge of any employee for off duty, off premises illegal drug activity.

Legal Reference: Public Law 101-226

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.19.5 – EMPLOYMENT – LICENSED STAFF WORK LOAD

In accordance with state laws and standards for accreditation, the School Board reserves to itself the determination for assignments of class sizes and workloads. However, the Board recognizes that a teacher's primary duty is to teach, and every reasonable effort will be made to confine teachers' activities to this primary responsibility. Therefore, the Superintendent will strive to equalize the teaching load.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: May 14, 2012

## 3.19.6 – EMPLOYMENT – NON-INSTRUCTIONAL DUTIES

Teachers shall assist in the supervision of the buildings and grounds during the lunch period, before and/or after school, between classes, and sponsor and assist certain groups in planned activities. Assignments of duties will be made by the principal of each school in accordance with State law.

Teachers shall record pupils' grades in a class record book and, at proper intervals, on the grade sheets in the principal's office.

Reports to parents of students in grades 7-12 will be made each nine weeks. Reports to parents of students in grades 1-6 will be made each six weeks.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.19.7 –RESIGNATION

During the period of the employment contract or within ten (10) days after the end of the school year, a teacher may deliver or mail by registered mail to the Board a letter of resignation as a teacher.

If a teacher resigns and accepts employment in another district in a position requiring a teaching license, the Board may request the State Board of Education to revoke or suspend the license of the teacher for the remainder of the contract period.

When so stated in the contract of employment, an employee has the privilege of resigning from the school system upon thirty (30) days written notice. When a teacher resigns from the school system before the close of the year, the principal will be responsible for seeing that all records and other necessary items are completed, the same as is required of all the other teachers at the end of the school year. All students' progress records, grades, etc., shall be complete. The teacher's paycheck will be held until the principal has certified that the teacher's work has been completed satisfactorily.

Legal References: Arkansas Act 936 of 1983
Teacher Fair Dismissal Act of 1983

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.19.8 – TRAVELING TEACHERS

Teachers assigned to more than one building have, in addition to the responsibilities of other teachers, a peculiar responsibility. As far as possible, all buildings have the same rules and regulations, but there must be some differences because circumstances differ from building to building. Teachers who travel must adjust to these differences as well as to slight differences in time schedules. They are also responsible for instructions and discussions in two or more faculty meetings. Because of these reasons, they fill a position in our schools.

The following statements are for the direction of both the traveling teacher and the building principals:

1. The teacher should attend faculty meetings in assigned buildings except in cases of conflict of time. In case of conflict, the teacher should talk with the principal to receive any information given in the meetings.

2. The principal should be particularly aware when a traveling teacher may have missed a faculty meeting or any announcement of the faculty and to make arrangements for the teacher to get the information.

3. Duty schedules should be adjusted or eliminated if they interfere with the teacher's keeping a time schedule between buildings and to avoid a teacher's having extra duty schedules.

4. Homeroom and classroom responsibilities should be assigned so that traveling teachers will not have out-of-proportion assignments.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.19.9 – JOB VACANCIES

When positions become vacant, presently employed members of this school district will, if qualified, receive due consideration. As personnel positions become officially open, the vacancies are to be posted in the teacher's lounges of each school. Teachers as well as general public are welcome to inspect bulletin boards at any time during office hours. A position is not officially vacant until the person holding that position submits a written resignation to the Superintendent. A position is not officially filled until the Superintendent recommends a person and the School Board approves that person to fill that position.

The School Board may grant a requested transfer if the employee so requesting possesses the required qualification for the desired position and if a vacancy in such position exists. All requests for voluntary transfers shall be carefully considered and reviewed on a nondiscriminatory basis.

Licensed personnel desiring to make a request for a transfer or reassignment shall include the grade and/or subject to which teachers desire to be assigned or the school or schools, in order of preference, to which they desire to be transferred. If an opening occurs after April 1, any teacher qualified for the position may apply.

Every effort will be made by the administration to notify teachers at the earliest possible time of any assignment change.

Legal References: A.S.A. § 80-213; 80-509; 80-1234

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.19.20 – EMPLOYMENT – SUBSTITUTE TEACHER JOB DESCRIPTION

The goal of the substitute teacher is to enable students to pursue their education as smoothly and completely as possible in the absence of their regular teacher.

The substitute teacher's performance responsibilities are as follows:

1. Reports to the principal upon arrival fifteen minutes before the official school opening.
2. Reviews with the principal all plans and schedules to be followed during the teaching day.
3. Assumes responsibility for overseeing student behavior in class and during lunch, recess, and activity periods.
4. Writes a note about work completed at the end of each teaching day, and leaves it for the regular classroom teacher.
5. Remains in the assigned classroom until the official school closing.
6. Reports to the building principal at the conclusion of the teaching day and verifies whether or not his/her services will be required on the next teaching day.
7. Performs all the extra duties assigned to the regular teacher.
8. Does not administer corporal punishment.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.19.21 – EMPLOYMENT – PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF

It will be the responsibility of the principal to assign a substitute to fill any vacancy caused by the temporary absence of a regular staff member. The substitute teacher will be selected from a list of substitutes approves by the Superintendent's office.

In filling the temporary vacancies, an effort will be made to secure substitutes who have full certification, and at the least, training or experience at the level or in the subject specialization of the teacher who is absent.

Principals will attempt to maintain as much continuity as possible by engaging only one substitute for the full period of absence of one teacher.

All substitutes shall be paid by the district. These substitutes will be paid an amount on a daily basis as determined by the substitute salary schedule.

Long-Term Substitute Teachers

A certified teacher acting in the role of a substitute teacher for more than twenty consecutive instructional days will be paid the daily salary rate earned based on the board approved salary schedule.

To be eligible for the long-term substitute teacher salary rate, the following requirements must be met:

1. The long-term substitute teacher must hold a minimum of a bachelor's degree and hold or be eligible to hold an Arkansas teaching certificate in the area of the long-term assignment.

2. The long-term substitute must function in the same teaching assignment for the full twenty or more consecutive classroom instructional days.

3. The long-term substitute will be responsible for the regularly assigned duties of the classroom teacher.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.20 – LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

The School Board requires that the superintendent or his designee develop procedures which conform to sound principles of financial accounting and to state regulations for reimbursement of expenses of school personnel traveling on official school business.

Only business travel authorized in advance by the immediate supervisor and documented on the Magnolia Public Schools Statement of Expense form will be reimbursed. Itemized receipts must be attached and submitted for all expenses claimed for reimbursement. If meals are charged on the hotel billing, an itemized receipt for meals is also required and must be attached before reimbursement can be made by the district.
Reimbursement for travel costs will not exceed limitations set by law.

If reimbursement is requested for meals for other person(s), the name(s) should be provided. Expenses for an employee's spouse must be paid by the employee. If the charges for a spouse are included on the original receipt submitted for payment, those charges must be identified so that reimbursement will not be made by the district.

Expenses for entertainment, tips, flowers, valet service, laundry, alcoholic beverages, cleaning, copying, and personal phone calls are not reimbursable as outlined in the Magnolia Public Schools Travel Reimbursement Guidelines.

The top portion of the Statement of Expenses form must be completed in its entirety; and, if possible, the employee should attach a copy of agenda of program of meeting attended.

Requests for reimbursement must be submitted within 45 days of travel in order to be reimbursed.

Legal Reference: A.S.A. § 30-229

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: May 14, 2012
April 9, 2018
November 2, 2020

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

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

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

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: September 9, 2013
June 8, 2020

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## 3.22 – DRESS OF EMPLOYEES

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

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.23 – LICENSED PERSONNEL POLITICAL ACTIVITY

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

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

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

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

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: August 14, 2006
May 14, 2012
June 8, 2020

## 3.24 – DEBTS

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

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

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

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

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

Date Adopted: April 12, 2004
Last Revised: October 12, 2004
Re-adopted: July 10, 2006
Revised: May 13, 2013

# 3.25—LICENSED PERSONNEL GRIEVANCES

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

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

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

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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. If the grievance is not appealed to the Board of Directors within five (5) working days of his/her receipt of the superintendent's written response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

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

a. For a grievance filed as an individual, determine if the grievance, on its face, is a subject that may be grieved under district policy.
b. For a grievance that is filed as a group grievance, review the composition of the group and either:
    - Rule that the group has met the requirements to qualify as a group grievance and then determine whether the matter of the grievance is, on its face, a subject that may be grieved under District policy; or

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- 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: April 12, 2004
Re-adopted: July 10, 2006
Revised: August 13, 2007
Revised: September 9, 2019
June 8, 2020

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## 3.25.1 – GRIEVANCE PROCEDURES RELATED TO TITLE VI, SECTION 504 DISCRIMINATION COMPLAINTS OF STUDENTS AND EMPLOYEES

Definitions

1. Discrimination Complaint – A written complaint alleging any policy, procedure or practice which discriminates on the basis of race, color, national origin, sex, qualified handicap, or age.

2. Student Grievant – A student of the Magnolia School District who submits a complaint alleging discrimination based on race, color, national origin, sex, or qualified handicap.

3. Employee Grievant – An employee of the Magnolia School District who submits a complaint alleging discrimination based on race, color national origin, religion, sex, age, qualified handicap, or veteran.

4. Equity Coordinator – The person(s) designated to coordinate efforts to comply with and carry out responsibilities under the Civil Rights Laws and other state and Federal laws addressing equal educational opportunity. The Coordinator is responsible for processing complaints and serves as moderator and recorder during hearing.

5. Respondent – The person alleged to be responsible for the violation alleged in a complaint. The term may be used to designate persons with responsibility for a particular action or those persons with supervisor responsibility for the procedures and policies in those areas covered in the complaint.

6. Day – Day means a working day. The calculation of days in complaint processing shall exclude Saturdays, Sundays, and holidays.

Pre-filing Procedures

Prior to the filing of a written complaint, the student or employee is encouraged to visit with the Equity Coordinator and reasonable effort should be made to resolve the problem or complaint.

Filing and Processing Discrimination Complaints

1. The grievant submits written complaint to Equity Coordinator stating name, nature and date of alleged violation; names of persons responsible (where known); and requested action. A written complaint must be submitted within 30 days of alleged violation.

2. The Equity Coordinator notifies respondent within ten (10) days and asks respondent to:

    - Confirm or deny facts,
    - Indicate acceptable or rejection of student or employee's requested action, or,
    - Outline alternatives.

3. The respondent submits answer with ten (10) days to Equity Coordinator.

4. Within ten (10) days after receiving respondent answer, Equity Coordinator refers the written complaint and respondent's answer to the principal or other designee. The Equity Coordinator also schedules a conference with the grievant, the respondent, and the principal or other designee.

5. A conference with the principal, grievant, respondent, Equity Coordinator, and other persons involved will be held.

6. The principal issues within ten (10) days after the conference a written decision to the student or employee, respondent, and Equity Coordinator.

7. If the grievant or respondent is not satisfied with the decision, he/she must notify the Equity Coordinator within ten (10) days and request a conference with the Superintendent.

8. The Equity Coordinator schedules within ten (10) days of request a conference with the grievant, respondent, and Superintendent.

9. A conference with the Superintendent, grievant, respondent, Equity Coordinator, and other persons involved will be held.

10. The Superintendent issues a decision within ten (10) days following the conference.

11. If the grievant or respondent is not satisfied with the decision, they must notify the Equity Coordinator within ten (10) days and a request and a conference with the School Board.

12. The Equity Coordinator notifies governing board within ten (10) days after receiving request. Equity Coordinator schedules conference with the governing board. The conference is to be conducted within thirty (30) days from the date of notification to the governing board.

13. A conference with the governing board or hearing panel established by the Board, grievant, Equity Coordinator, and other persons involved will be held.

14. The governing board issues a final written decision within ten (10) days after the conference regarding the validity of the grievance and any action to be taken.

15. A Section 504 grievant may request an impartial hearing where the governing board's decision involves the identification, evaluation, or educational placement of a handicapped person in an elementary or secondary education program.

<u>General Provisions</u>

1. Extension of Time – Any time limits set by these procedures may be extended by mutual consent of parties involved. The total number of days from date that complaint is filed until complaint is resolved shall be no more than 180 days.
2. Recourse Following Governing Board Decision:
    - Title VI Student Grievant: Office of Civil Rights
    - Title VI Employee Grievant: Office of Civil Rights or the Equal Employment Opportunity Commission depending upon the nature of the complaint.
    - Section 504 Employee Grievant: Office of Civil Rights

3. Access to Regulations: The Magnolia School District shall provide copies of all regulations prohibiting discrimination on the basis of race, color, national origin, religion, sex, age, qualified handicap, or veteran upon request.

4. Confidentiality of Records: Complaint records will remain confidential unless permission is given by the parties involved to release such information. No complaint record shall be entered in the personnel file. Complaint records shall be maintained on file for three years after complaint resolution.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
December 14, 2020

**3.25F – LEVEL TWO GRIEVANCE FORM**

Name:_____

Date submitted to supervisor:_____

Personnel Policies grievance is based upon:

---

Grievance (be specific):

_____
_____
_____
_____
_____
_____
_____

What would resolve your grievance?

_____
_____
_____
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_____

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Supervisor's Response

Date submitted to recipient:_____

_____
_____
_____
_____
_____
_____

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

# 3.26—LICENSED PERSONNEL SEXUAL HARASSMENT

The Magnolia 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;
- 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; or
   b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;
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

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c. Constitutes:
d. Sexual assault;
e. Dating violence
f. Domestic violence; or
g. Stalking.

"Supportive measures" means individualized services that are offered to the complainant or 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 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 student 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

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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 both the complainant and respondent that are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party before or after the filing of a formal complaint or where no formal complaint has been filed. The District shall provide the individualized supportive measures to the complainant unless declined in writing by the complainant and shall provide 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.

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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) 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) 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

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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.

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.

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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.

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 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.

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;

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- 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**

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 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:

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- If supportive measures were provided to the complainant, the supportive measures taken designed to restore or preserve equal access to the District's education program or activity; or
- If no supportive measures were provided to a complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

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

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

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: April 11, 2011
April 9, 2018
August 10, 2020
:

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## 3.27 – 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.

Staff members will be expected to regard each student as an individual and to accord each the rights and respect due any individual. Consequently, the role of staff will be seen as directors in the learning processes. Staff members will strive to provide for the fullest self-determination by each student in regard to his learning program, consistent with district and local goals and with optimal opportunities for all students. Students will be treated with courtesy and consideration. Neither insults nor sarcasm will be used before a student's peers as a way of forcing compliance with a staff member's requirements or expectations. Staff members are regarded as people with specific knowledge and capabilities which can serve to advance the student's own knowledge and development.

The School Board believes it is commendable for a teacher to take a sincere professional interest in an individual student, provided partiality and the appearance of partiality are avoided. The teacher who inspires, guides, and helps can have a positive, lasting influence on a student's life, but such teacher-pupil friendships must be on a teacher-student basis. Excessive personal involvement, incompatible with good professional ethics, will not be condoned.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.28 – COMPUTER USE POLICY

The Magnolia School District is responsible for securing its computer access in a reasonable and economical manner. To meet this responsibility, the Magnolia School Board has adopted a policy, including guidelines, with the intent of preventing unauthorized staff user access and/or abuse, while making computers accessible for authorized users.

Computer users are hereby informed of the District's standards of conduct and the consequences for not adhering to them. Violation of certain provisions of this policy will result in the temporary or permanent suspension of user accounts and will subject the user to disciplinary action. If monetary restitution is involved, the employee will be responsible for reimbursement. The Magnolia School Board makes it known that it will use its authority to assist state and federal authorities in enforcing copyright, intellectual property rights, and network abuse laws. The District will actively investigate any abuse that occurs.

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

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

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

Prior to use of on-line resources, this policy will be explained to potential users and a contract will be signed by the user that he/she is aware of the school district's computer use policy and agrees to follow it.

The Magnolia School District will review its computer use policy periodically and update as needed.

Guidelines for Use

1. Use of the network or computer system is a privilege, not a right, and therefore may be revoked for abusive conduct.

Computer privileges may be revoked at any time for misuse or abusive conduct. Such conduct could include the placing of unlawful information on a computer, use of abusive or otherwise objectionable language, sending of messages that are likely to result in the loss of a recipient's work or systems, and sending "chain letters" or "broadcast" messages to lists or individuals.

2. A user is responsible for working in a moral and ethical fashion that supports educational goals.

   Computer access is for educational purposes only. Playing games is not an appropriate activity unless approval is gained for a supervisor.

   District computing resources are not to be used to intimidate or create an atmosphere of harassment based upon gender, race, religion, ethnic origin, or creed.

3. A user is responsible for his/her own network account and is solely responsible for all actions taken while the account is in use.

   A user account can be protected by the user keeping his/her login and password private. Any user who permits unauthorized access to his/her account will lose privileges. Non-compliance with this policy will result in the immediate removal of the user's account.

   No liability will be assumed by the school district, any district employee, or any other participant for the use or misuse of computer access. It is the responsibility of each user to make good decisions as to what information is retrieved and what is done with that information.

   Authorized district personnel have the right to access and monitor user accounts at any time. All messages shall be deemed readily available to the system operator and staff.

4. A user is responsible for following local, state, federal, and international laws. No illegal activity is permitted.

   Unethical and unacceptable behavior is just cause for taking disciplinary action, revoking networking privileges, and/or initiating legal action for any activity through which an individual

   a. Uses the network for illegal, inappropriate, or obscene purposes, or support of such activities;

   b. Violates copyright laws, license agreements, or contracts;

   c. Uses computing resources for commercial or financial gain or fraud;

   d. Pirates software, data, equipment, or intellectual property;

   e. Gains unauthorized access to others' files, vandalizes the data of another user, forges email messages or uses another person's account;

   f. Wastefully uses resources; or

g. Possesses any data which might be considered a violation of these rules on paper, disk, or any other form.

5. A user is responsible for respecting and adhering to the policies of other networks which he/she accesses.

6. A user may not deliberately damage or disrupt a computer or computer system, change its performance, make it malfunction, or add or delete any programs or information resources unless acting upon approved authorization. Any diskettes brought from home or elsewhere may not be inserted into a district computer without permission of the user's supervisor.

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

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: June 9, 2008
August 10, 2009
March 13, 2017

# 3.28F—LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print)_____

School_____Date_____

The _____School District agrees to allow the employee identified above ("Employee") to use the district's technology to access the Internet under the following terms and conditions:

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

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

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

4. "Misuse of the District's access to the Internet" includes, but is not limited to, the following:
   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;

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r. Attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
s. Providing access to the District's Internet Access to unauthorized individuals;
t. Taking part in any activity related to Internet use that creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
u. Making unauthorized copies of computer software;
v. Personal use of computers during instructional time; or
w. Installing software on district computers without prior approval of the Information Technology Security Officer or his/her designee except for District technology personnel as part of their job duties.

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

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

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

Employee's Signature: _____ Date _____

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: March 13, 2017
Revised: September 9, 2019

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## 3.29—LICENSED PERSONNEL SCHOOL CALENDAR

The Superintendent and personnel policies committee (PPC) shall present to the Board, for its approval, the calendar for the succeeding year at the March regular Board meeting. The Superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals.

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

The Magnolia School District shall operate by the calendar enclosed in the Appendix.

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

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: May 14, 2012
Revised: May 13, 2013
August 14, 2017
August 12, 2019

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## 3.30—PARENT-TEACHER COMMUNICATION

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

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

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

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

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

Date Adopted: September 12, 2005
Re-adopted: July 10, 2006
Revised: May 14, 2012

## 3.31 – DRUG FREE WORKPLACE – LICENSED PERSONNEL

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

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

South Arkansas Regional Health Center
412 North Vine
Magnolia, AR 71753
234-7500

Ouachita Chemical Dependency Unit
Camden, AR 71701
870-836-1289

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

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

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

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

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

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 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 or 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 calendar days to the Superintendent. Within ten 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 substance, 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 U.S.C. § 8101, 8103, and 8104
A.C.A. § 11-9-102
A.C.A. § 17-80-117

Date Adopted: September 12, 2005
Re-adopted: July 10, 2006
Revised: August 14, 2006
May 14, 2012
March 9, 2015
June 8, 2015
March 14, 2016

## 3.31F – DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT CERTIFICATION

I hereby certify that I have been presented with a copy of the Magnolia School District's Drug-Free Workplace Policy, that I have read the statement, and that I will abide by its terms as a condition of my employment with the District.

_____

Signature

_____

Date

## 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE *

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

## SECTION ONE– FMLA LEAVE GENERALLY

### Definitions

"Eligible Employee" is an employee who has:

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

"FMLA" is the Family and Medical Leave Act

"Health Care Provider" means:

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

"Instructional Employee" is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to: teacher assistants or aides who do

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not have as their principal job actual teaching or instructing, administrators, counselors, librarians, psychologists, and curriculum specialists.

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

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

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

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

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

"Year" the twelve (12) month period of eligibility shall begin on July first of each school-year.[3]

## Policy

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

## Leave Eligibility

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

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

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

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

## Provisions Applicable to both Sections One and Two

### District Notice to Employees

The District shall post, in conspicuous places in each school within the District where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.[4]

### 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.[5] 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[6] 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.[7]

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.[6]

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

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

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

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

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## 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.[8]

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

An employee who chooses to not continue group health plan coverage while on FMLA leave is entitled to be reinstated on the same terms as prior to taking the leave, including family or dependent coverages, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.[9]

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

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

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

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

## Reporting Requirements During Leave

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two (2) weeks[10] 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

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

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

### Leave Acquired Through Fraud

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

## Provisions Applicable to Section One

### Employee Notice to District

### Foreseeable Leave

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

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

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

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

### Unforeseeable Leave

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

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

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## Medical Certification

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

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

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

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

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

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

## Substitution of Paid Leave

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

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

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

## Return to Work[12]

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

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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.

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

a. Take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or

b. Transfer temporarily to an available alternative position offered by the employer that the employee is qualified for, has equivalent pay and benefits, and better accommodates recurring periods of leave than the regular employment position of the employee.

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

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

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

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

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

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

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

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

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

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

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

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

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### 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.[13]

### 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[14]

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

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practicable regardless of how far in advance the leave is foreseeable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

### Unforeseeable Leave

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

### Substitution of Paid Leave

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

### Intermittent or Reduced Schedule Leave

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

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

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

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

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

## SERIOUS ILLNESS

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

### Definitions

"Covered Servicemember" is:

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

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

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

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

"Serious Injury or Illness":

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

"Son or daughter of a covered servicemember" means a covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.[2]

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

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

If a legally married couple are both eligible employees employed by the District, the legally married couple are entitled to a combined total of twenty-six (26) weeks of leave during one twelve (12) month period to care for their spouse, son, daughter, parent, or next of kin who is a covered service member with a serious injury or

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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[15]**

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

**Employee Notice to District**

**Foreseeable Leave**

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

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

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

**Unforeseeable Leave**

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

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**Substitution of Paid Leave**

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

**Intermittent or Reduced Schedule Leave**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) the calendar year;
2) Any fixed twelve (12) month leave year such as a fiscal year or a year starting on an employee's "anniversary" date;
3) The twelve (12) month period measured forward from the date any employee's first FMLA leave for reasons 1 through 5 begins;

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4) A rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave for reasons 1 through 5.

[4] A Department of Labor poster along with several additional forms that are necessary to fulfill FMLA's requirements are available athttp://www.dol.gov/whd/fmla/index.htm.Please note that the DOL forms lack the required disclaimer required by the Genetic Information Nondiscrimination Act (GINA). We suggest that you include the following language taken from the final rule implementing the GINA:

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

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

[6] As used in this policy, "applicable" is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid. For instance, "applicable leave" in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your District's policy on sick leave. For instance, if sick leave may be taken "for reason of personal illness or illness in the immediate family" (based on the statutory definition in A.C.A. § 6-17-1202, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your district has a much more liberal definition of sick leave in District policy, the results could be entirely different. Another example would be the potential for overlap between pregnancy complications that arise to the level of a "serious health condition." For instance, pregnancy complications that rose to the level of a "serious health condition" would qualify for both, while missing work for a dentist's appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 3.8—LICENSED PERSONNEL SICK LEAVE when making the determination of what sick leave qualifies under both policies.

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

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

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

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

[10] You may choose the time interval of the required duty to report, but it must be reasonable.

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

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

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

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

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

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

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

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# 29 CFR 825.114 - What is a ``serious health condition" entitling an employee to FMLA leave?

(a) For purposes of FMLA, ``serious health condition" entitling an employee to FMLA leave means an illness, injury, impairment, or physical or mental condition that involves:

(1) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from), or any subsequent treatment in connection with such inpatient care; or

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

(i) A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(A) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

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

(ii) Any period of incapacity due to pregnancy, or for prenatal care.

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

(A) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

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

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

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

(v) Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

(b) Treatment for purposes of paragraph (a) of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. Under paragraph (a)(2)(i)(B), a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

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

(d) Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. On the other hand, absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.

(e) Absences attributable to incapacity under paragraphs (a)(2) (ii) or (iii) qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

[Code of Federal Regulations]
[Title 29, Volume 3]
[Revised as of July 1, 2009]
From the U.S. Government Printing Office via GPO Access
[CITE: 29CFR825.126]

**TITLE 29--LABOR**

**CHAPTER V--WAGE AND HOUR DIVISION, DEPARTMENT OF LABOR**
**PART 825_THE FAMILY AND MEDICAL LEAVE ACT OF 1993--Table of Contents**
**Subpart A Coverage Under the Family and Medical Leave Act**

Sec. 825.126 Leave because of a qualifying exigency.

(a) Eligible employees may take FMLA leave while the employee's spouse, son, daughter, or parent (the ``covered military member'') is on active duty or call to active duty status as defined in Sec. 825.126(b)(2) for one or more of the following qualifying exigencies:

(1) Short-notice deployment. (i) To address any issue that arises from the fact that a covered military member is notified of an impending call or order to active duty in support of a contingency operation seven or less calendar days prior to the date of deployment;

(ii) Leave taken for this purpose can be used for a period of seven calendar days beginning on the date a covered military member is notified of an impending call or order to active duty in support of a contingency operation;

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(2) Military events and related activities. (i) To attend any official ceremony, program, or event sponsored by the military that is related to the active duty or call to active duty status of a covered military member; and

(ii) To attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;

(3) Childcare and school activities. (i) To arrange for alternative childcare when the active duty or call to active duty status of a covered military member necessitates a change in the existing childcare arrangement for a biological, adopted, or foster child, a stepchild, or a legal ward of a covered military member, or a child for whom a covered military member stands in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence;

(ii) To provide childcare on an urgent, immediate need basis (but not on a routine, regular, or everyday basis) when the need to provide such care arises from the active duty or call to active duty status of a covered military member for a biological, adopted, or foster child, a stepchild, or a legal ward of a covered military member, or a child for whom a covered military member stands in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence;

(iii) To enroll in or transfer to a new school or day care facility a biological, adopted, or foster child, a stepchild, or a legal ward of the covered military member, or a child for whom the covered military member stands in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence, when enrollment or transfer is necessitated by the active duty or call to active duty status of a covered military member; and

(iv) To attend meetings with staff at a school or a daycare facility, such as meetings with school officials regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, for a biological, adopted, or foster child, a stepchild, or a legal ward of the covered military member, or a child for whom the covered military member stands in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence, when such meetings are necessary due to circumstances arising from the active duty or call to active duty status of a covered military member;

(4) Financial and legal arrangements. (i) To make or update financial or legal arrangements to address the covered military member's absence while on active duty or call to active duty status, such as preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System (DEERS), obtaining military identification cards, or preparing or updating a will or living trust; and

(ii) To act as the covered military member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the covered military member is on active duty or call to active duty status, and for a period of 90 days following the termination of the covered military member's active duty status;

(5) Counseling. To attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or for the biological, adopted, or foster child, a stepchild, or a legal ward of the covered military member, or a child for whom the covered military member stands in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence, provided that the need for counseling arises from the active duty or call to active duty status of a covered military member;

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(6) Rest and recuperation. (i) To spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment;
(ii) Eligible employees may take up to five days of leave for each instance of rest and recuperation;

(7) Post-deployment activities. (i) To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status; and
(ii) To address issues that arise from the death of a covered military member while on active duty status, such as meeting and recovering the body of the covered military member and making funeral arrangements;

(8) Additional activities. To address other events which arise out of the covered military member's active duty or call to active duty status provided that the employer and employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

(b) A ``covered military member'' means the employee's spouse, son, daughter, or parent on active duty or call to active duty status.

(1) A ``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.

(2) ``Active duty or call to active duty status'' means duty under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation pursuant to: Section 688 of Title 10 of the United States Code, which authorizes ordering to active duty retired members of the Regular Armed Forces and members of the retired Reserve who retired after completing at least 20 years of active service; Section 12301(a) of Title 10 of the United States Code, which authorizes ordering all reserve component members to active duty in the case of war or national emergency; Section 12302 of Title 10 of the United States Code, which authorizes ordering any unit or unassigned member of the Ready Reserve to active duty; Section 12304 of Title 10 of the United States Code, which authorizes ordering any unit or unassigned member of the Selected Reserve and certain members of the Individual Ready Reserve to active duty; Section 12305 of Title 10 of the United States Code, which authorizes the suspension of promotion, retirement or separation rules for certain Reserve components; Section 12406 of Title 10 of the United States Code, which authorizes calling the National Guard into federal service in certain circumstances; chapter 15 of Title 10 of the United States Code, which authorizes calling the National Guard and state military into federal service in the case of insurrections and national emergencies; or any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation.
(i) Employees are eligible to take FMLA leave because of a qualifying exigency when the covered military member is on active duty or call to active duty status in support of a contingency operation pursuant to one of the provisions of law identified in paragraph (b)(2) of this section as either a member of the reserve components (Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve), or a retired member of the Regular Armed Forces or Reserve. An employee whose family member is on active duty or call to active duty status in support of a contingency operation as a member of the Regular Armed Forces is not eligible to take leave because of a qualifying exigency.

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(ii) A call to active duty for purposes of leave taken because of a qualifying exigency refers to a Federal call to active duty. State calls to active duty are not covered unless under order of the President of the United States pursuant to one of the provisions of law identified in paragraph (b)(2) of this section in support of a contingency operation.

(3) The active duty orders of a covered military member will generally specify if the service member is serving in support of a contingency operation by citation to the relevant section of Title 10 of the United States Code and/or by reference to the specific name of the contingency operation. A military operation qualifies as a contingency operation if it:

(i) is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(ii) results in the call or order to, or retention on, active duty of members of the uniformed services under section 688, 12301(a), 12302, 12304, 12305, or 12406 of Title 10 of the United States Code, chapter 15 of Title 10 of the United States Code, or any other provision of law during a war or during a national emergency declared by the President or Congress. 10 U.S.C. 101(a)(13).

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## 3.32.1—LICENSED PERSONNEL COVID EMERGENCY LEAVE

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

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

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

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

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

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

- If an employee has applicable leave under the FFCRA and this policy:
    - The District shall use available leave under the FFCRA first;
    - The District shall use the employee's available FFCRA leave until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee's FFCRA leave;
    - The District shall automatically switch the employee to use leave under this policy, if available,[2] should the employee's quarantine or isolation order last longer than the employee's FFCRA leave; and
    - The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee's quarantine or isolation order last longer than the employee's available leave under the FFCRA or this policy.
- If an employee has applicable leave under the FFCRA or this policy but not both:
    - The District shall use the employee's available leave until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee's available leave; and
    - The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee's quarantine or isolation order last longer than the employee's available leave under the FFCRA or this policy.

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- If an employee has no leave remaining under this policy or applicable leave under the FFCRA, then the District shall use another form of applicable District provided paid leave, if available.

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

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

Notes: [1] The funding provided by Commissioner's Memo COM-21-014 expired on December 18, 2020; however, DESE has authorized districts to continue providing the leave but districts will be required to use local or Federal funds to cover the leave. Districts may choose to have the number of days eligible for an employee consider the number of days an employee used in the Fall or may choose to provide all employees a new round of paid days. Be sure to specify your choice in the policy adoption motion. Commissioner's Memo COM-21-061 does not set a maximum number of days that a district may choose to offer employees under this policy so the ten (10) days included in the policy is only a suggestion.

[2] If you choose to reset the number of days your employees have available under this policy, remove this clause.

[3] An employee's quarantine or isolation period may fall at such a time period that part of the quarantine or isolation period is on days when the school would ordinarily be closed for paid holidays. The remaining COVID Emergency Leave days that were not used due to the holiday would continue to be available should the employee be ordered into another quarantine or to isolate unless one of the Policy's sunset provisions was triggered before the new quarantine or isolation order.

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

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

Date Adopted: November 2, 2020
Revised: January 11, 2021

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## 3.33 - EXTRA DUTY – LICENSED STAFF

Teachers will be expected to assume reasonable duties over and above their regular teaching responsibilities. Activities and services that make minor demands on the teacher's time will be part of each teacher's basic assignment. Administrators will strive to equalize such duties among teachers.

Extra responsibilities that make major demands on a teacher's time will be rewarded with extra compensation. Such jobs, and the compensation thereof, will be in accordance with a schedule approved by the Board.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: May 14, 2012

## 3.34—LICENSED PERSONNEL CELL PHONE USE

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

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

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

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

| | |
|---|---|
| Cross References: | 3.51—SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES<br>4.47— POSSESSION AND USE OF CELL PHONES AND OTHER ELECTRONIC DEVICES<br>7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS |
| Legal References: | IRS Publication 15 B<br>A.C.A. 6-19-120<br>A.C.A. § 27-51-1602<br>A.C.A. § 27-51-1609 |
| Date Adopted: | August 14, 2006 |
| Last Revised: | June 8, 2009 |
| Revised: | May 14, 2012 |
| Revised: | April 14, 2014 |
| Revised: | September 9, 2019 |

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## 3.34.1—USE OF DISTRICT-OWNED CELL PHONES

District-owned cell phones are for business purposes only. Any employee must reimburse the District for any personnel calls made or received on any District-owned cell phone that exceed monthly service charges.

Last Amended: August 14, 2006

## 3.35 – LICENSED PERSONNEL BENEFITS

The Magnolia School District provides its licensed personnel benefits consisting of the following:

1. Health/dental insurance assistance;
2. Contribution to the teacher retirement system;
3. One sick leave day per calendar month worked;
4. One personal day;
5. Workers' Compensation;
6. Liability insurance; and
7. Optional disability insurance.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: May 14, 2012

## 3.35.1 – COBRA – LICENSED PERSONNEL

COBRA refers to the Consolidated Omnibus Budget Reconciliation Act – a program that allows former employees to continue receiving health coverage benefits.

All employees, spouses, and dependent children may be eligible under certain conditions for continued health or dental coverage if elected at the employee's expense, if that employee of his/her beneficiaries would otherwise lose coverage as a result of one of the following events:

1. Termination of a covered employee for reasons other than gross misconduct or reduction in hours of employment.

2. Death of a covered employee.

3. Divorce or legal separation of the covered employee.

4. Cessation of a dependent child's status as a dependent.

Coverage may be continued for up to 18 months for the terminated employee and for up to 36 months under any of the other applicable circumstances above.

The district will notify any eligible employee or the spouse of a deceased employee of his/her right to remain in the group insurance coverage. The employee or surviving spouse has 60 days to elect coverage and 45 days after electing coverage to pay the full premium including arrears. In the event of a divorce or a dependent becoming ineligible due to age, the employee must notify the central office within 30 days in order to continue coverage in the group.

Employees are ineligible for this continued coverage if they can be covered under Medicare, other group insurance programs, or if they fail to pay the premiums.

The district, or the company that is hired to administer the COBRA Program for the public schools, has the right to charge up to two (2%) percent of the premium rate to cover administrative expenses.

Legal Reference: Consolidated Omnibus Budget Reconciliation Act

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006
Revised: May 14, 2012

## 3.35.2 – TEACHER RETIREMENT

Licensed employees participate in Social Security and are also members of the Arkansas Teacher Retirement System. Licensed employees had a choice to be contributory or non-contributory members of Arkansas Teacher Retirement System until July 1, 1999, at which time all new members were automatically enrolled in the contributory plan.

New members who have entered the system after July 1, 1999, and are under contract for 180 days or less, are automatically enrolled as non-contributory members and will have one year to make an irrevocable election to make membership contributions. If no election form is submitted, those members remain in the System as non-contributory members.

Legal References: Act 81 of 1999
Act 907 of 1999

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.35.3 – TEACHER RETIREMENT DEATH BENEFITS

If an active member of the Arkansas Teacher Retirement System with five (5) or more years of credited service, including credited service for the year immediately preceding his/her death, dies in employer service before retirement, then a lump sum of up to fifteen thousand dollars ($15,000) shall be paid to such persons as he/she shall have nominated by written designation duly executed and filed with the Board of Trustees of the Arkansas Teacher Retirement System.

If there are no designated persons surviving the member, the lump sum shall be paid in the following statutory succession:

1. Spouse
2. Children
3. Parents
4. Estate

If the member had only non-contributory credited service, then the lump sum shall be up to ten thousand dollars ($10,000).

It should be noted that death benefits are contingent upon availability of funds from the Arkansas Teacher Retirement System.

If upon his/her death, the member had a combination of credited service of both contributory and non-contributory, the lump sum will be prorated according to the relationship between his non-contributory credited service and his total credited service.

Legal Reference: Act 359 of 2001

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.35.4 – WORKERS' COMPENSATION CLAIMS

The Magnolia School District participates in the Arkansas School Boards Association (ASBA) Workers' Compensation Trust Program. The program is administered by Risk Management Resources.

When a job-related injury occurs, these steps must the followed:

1. The employee must notify the building principal or supervisor immediately.

2. The employee will be provided Form N, Employee's Notice of Injury, which must be completed even if medical attention is not required. The form must be signed and dated.

3. If medical attention is required, the employee must go to a school district designated physician or the claim may be denied.

4. If medical attention is required, the employee must contact the Superintendent's office so that additional forms can be completed and submitted to Risk Management Resources within five (5) days of the injury.

Failure to follow the above steps may result in the claim for workers' compensation being denied.

All personnel will receive safety training to aid in providing the safest possible working conditions.

Questions regarding a workers' compensation claim should be referred to Risk Management Resources at 1-800-863-5040.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.35.5 – COMPLIMENTARY PASSES

Complimentary passes to all home athletic events shall be given to all full-time employees of the district. This pass is for the employee only and does not include the spouse or children.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.36—LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL

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

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

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|---|---|
| Legal References: | A.C.A. § 6-17-201<br>A.C.A. §§ 6-17-1501 et seq.<br>A.C.A. §§ 6-17-2801 et seq. |

| | |
|---|---|
| Date Adopted: | April 12, 2004 |
| Re-adopted: | July 10, 2006 |
| Revised: | May 14, 2012 |
| Revised: | September 9, 2013 |
| | June 8, 2020 |

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## 3.36A – TEACHER FAIR DISMISSAL ACT
## A.C.A. §§ 6-17-1501 THROUGH 1510

Definitions (6-17-1502)

"Teacher" means any person, exclusive of the superintendent or assistant superintendent, employed in an Arkansas public school district who is required to hold a teaching certificate from the Department of Education as a condition of employment.

"Probationary teacher" means a teacher who has not completed three (3) successive years of employment in the school district in which the teacher is currently employed. A teacher employed in a school district in this state for three (3) years shall be deemed to have completed the probationary period; however, an employing school district may, by a majority vote of its directors, provide for one (1) additional year of probationary status.

A teacher who has completed three (3) successive years of employment in the school district in which the teacher is employed on July 4, 1983, or a teacher who has been given credit for a prior service in another district as authorized by subdivision (a) (2) of this section is deemed to have completed the required probationary period.

Construction (6-17-1503)

The General Assembly finds:

1. That the current standard, which required cause that is not arbitrary, capricious, or discriminatory, for the nonrenewal, termination, or suspension of a teacher should be raised to a standard of just and reasonable cause; and

2. That the current standard for compliance with this subchapter and a district's personnel policies of strict compliance should be lowered to substantial compliance.

This subchapter is not a teacher tenure law in that it does not confer lifetime appointment of teachers.

A nonrenewal, termination, suspension, or other disciplinary action by a school district shall be void unless the school district substantially complies with all provisions of this subchapter and the school district's applicable personnel policies.

Evaluation – Effect (6-17-1504)

Each teacher employed by the board of directors of a school district must be evaluated in writing annually.

Evaluation criteria and procedures shall be established in the manner prescribed in Acts 1975, No. 400 (repealed).

Whenever a superintendent or other school administrator charged with the supervision of a teacher believes or has reason to believe that a teacher is having difficulties or problems meeting the expectations of the district or its administration and the administrator believes or has reason to believe the problems could lead to termination or nonrenewal of contract, the administrator shall bring the

problems and difficulties to the attention of the teacher involved in writing and shall document the efforts which have been undertaken to assist the teacher to correct whatever appears to be the cause for potential termination or nonrenewal.

Teacher Personnel File (6-17-1501)

The District shall maintain a personnel file for each teacher which shall be available to the teacher for inspection and copying at the teacher's expense during normal office hours.

The teacher may submit for inclusion in the file written information in response to any of the material contained therein.

Contract Renewal – Notice of Nonrenewal – Rescission (6-17-1506)

Every contract of employment made between a teacher and the board of directors of a school district shall be renewed in writing on the same terms and for the same salary, unless increased or decreased by law, for the next school year succeeding the date of termination fixed therein, which renewal may be made by an endorsement on the existing contract instrument unless:

1. By May 1 of the contract year, the teacher is notified by the school superintendent that the superintendent is recommending that the teacher's contract not be renewed;

2. During the period of the contract or within ten (10) calendar days after the end of the school year, the teacher shall send by certified or registered mail to the president, vice-president, or secretary of the board of directors of the school district, with a copy to the superintendent, or may deliver in person to the president, vice-president, or secretary of the board of directors of the school district, with a copy to the superintendent, his or her resignation as a teacher; or

3. The contract is superseded by another contract between the parties.

Termination, nonrenewal, or suspension shall be only upon the recommendation of the superintendent.

A notice of nonrenewal shall be delivered in person to the teacher or mailed by registered or certified mail to the teacher at the teacher's residence address as reflected in the teacher's personnel file.

The notice of recommended nonrenewal of a teacher shall include a statement of the reasons for the recommendation, setting forth the reasons in separately numbered paragraphs so that a reasonable teacher can prepare a defense.

No teacher shall be required to sign and return a contract for the next school year any sooner than thirty (30) days after the contract is issued to the teacher.

The teacher shall have the right to unilaterally rescind any signed contract no later than ten (10) days after the end of the school year.

Notice of termination recommendation (6-17-1507)

A teacher may be terminated only during the term of any contract when there is a reduction in force created by district-wide reduction in certified staff or for incompetent performance, conduct which

materially interferes with the continued performance of the teacher's duties, repeated or material neglect of duty, or other just and reasonable cause.

The superintendent shall notify the teacher of the termination recommendation.

The notice shall include a statement of the grounds for the recommendation of termination, setting forth the grounds in separately numbered paragraphs so that a reasonable teacher may prepare a defense.

The notice shall be delivered in person to the teacher or sent by registered or certified mail to the teacher at the teacher's residence address as reflected in the teacher's personnel file.

Suspension (6-17-1508)

Whenever a superintendent has reason to believe that cause exists for the termination of a teacher and that immediate suspension of the teacher is necessary, the superintendent may suspend the teacher without notice or a hearing.

The superintendent shall notify the teacher in writing within two (2) school days of the suspension.

The written notice shall include a statement of the grounds for suspension or recommended termination, setting for the grounds in separately numbered paragraphs so that a reasonable teacher can prepare a defense.

The written notice shall be delivered in person to the teacher or sent by registered or certified mail to the teacher at the teacher's residence address as reflected in the teacher's personnel file and shall state that a hearing before the board of directors is available to the teacher upon request provided that the request is made in writing within the time provided in § 6-17-1509.

The hearing shall be scheduled by the president, vice-president, or secretary of the board of directors of a school district and the teacher and shall be held within the time and manner provided in § 6-17-1509 after a request for the hearing is received by the board.

If sufficient grounds for termination or suspension are found, the board may terminate the teacher or continue the suspension for a definite period of time.

The salary of a suspended teacher shall cease as of the date the board sustains the suspension.

If sufficient grounds for termination or suspension are not found, the teacher shall be reinstated without loss of compensation.

Hearing (6-17-1509)

A teacher who receives a notice of recommended termination or nonrenewal may file a written request with the board of directors of the district for a hearing.

Written request for a hearing shall be sent by certified or registered mail to the president, vice-president, or secretary of the board of directors of the school district, with a copy to the superintendent, or may be delivered in person by the teacher to the president, vice-president, or secretary of the board of directors

of the school district, with a copy to the superintendent, within thirty (30) calendar days after the written notice of proposed termination or nonrenewal is received by the teacher.

Upon receipt of a request for a hearing, the board shall grant a hearing in accordance with the following provisions:

1. The hearing shall take place at a time agreed upon in writing by the parties, but if not time can be agreed upon, then the hearing shall be held no fewer than give (5) calendar days nor more than twenty (20) calendar days after the written request has been received by the board;

2. The hearing shall be private unless the teacher or the board shall request that the hearing be public.

   If the hearing is public, the parent of guardian of any student under the age of eighteen (18) years who offers testimony may elect to have the student's testimony offered in private;

3. The teacher and the board may be represented by representatives of their choosing;

4. It shall not be necessary that a full record of the proceedings at the hearing be made and preserved unless:

   The board shall elect to make a preserve a record of the hearing at its own expense, in which event a copy shall be furnished the teacher, upon request, without cost to the teacher; or

   A written request is filed with the board by the teacher at least twenty-four (24) hours prior to the time set for the hearing, in which event he board shall make and preserve at its own expense a record of the hearing and shall furnish a transcript to the teacher without cost; and

5. The board shall not consider at the hearing any new reasons which were not specified in the notices provided pursuant to this subchapter.

   Nothing in this section shall preclude a school district which has chosen to officially recognize in its policies an organization representing the majority of the teachers of the district for the purpose of negotiating personnel policies, salaries, and educational matters of mutual concern under a written policy agreement from conducting a single nonrenewal hearing when all the district's teachers are recommended for nonrenewal provided that each teacher at such hearing shall be given an opportunity to make comments to be included in the hearing record.

   Board action on termination or nonrenewal – Appeal (6-17-1510)

   Upon conclusion of its hearing with respect to the termination or nonrenewal of a contract of a teacher who has been employed as a full-time teacher by the school district for less than three (3) continuous years, the board shall take action on the recommendations by the superintendent with respect to the termination or nonrenewal of such contract. The board's decision with regard to nonrenewal of a probationary teacher shall be final.

   Any licensed teacher who has been employed continuously by the school district three (3) or more years or who may have achieved non-probationary status pursuant to § 6-17-1502 may only be terminated or the board may refuse to renew the contract of the teacher when there is a reduction in force created by district-wide reduction in certified staff, for incompetent performance, conduct

which materially interferes with the continued performance of the teacher's duties, repeated or material neglect of duty, or other just and reasonable cause. Upon completion of the hearing, the board, within ten (10) days after the holding of the hearing, shall:

1. Uphold the recommendation of the superintendent to terminate or not renew the teacher's contract;

2. Reject or modify the superintendent's recommendations to terminate or not renew the teacher's contract; or

3. Vote to continue the contract of the teacher under such restrictions, limitations, or assurances as the board may deem to be in the best interest of the school district. The decision shall be reached by the board within ten (10) days from the date of the hearing, and a copy shall be furnished in writing to the teacher involved, either by personally delivering it to the teacher or by addressing it to the teacher's last known address by registered mail or certified mail.

Subsequent to any hearing granted a teacher by this subchapter, the board, by majority vote, shall make specific written conclusions with regard to the truth of each reason given the teacher in support of the recommended termination or nonrenewal.

The exclusive remedy for any non-probationary teacher aggrieved by the decision made by the board shall be an appeal therefrom to the circuit court of the county in which the school district is located, within seventy-five (75) days of the date of written notice of the action of the board. Additional testimony and evidence may be introduced on appeal to show facts and circumstances showing that the termination or nonrenewal was lawful or unlawful.

Date Adopted: April 12, 2004
Re-adopted: July 10, 2006

## 3.37 - ASSIGNMENT OF TEACHER AIDES

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: March 14, 2005
Re-adopted: July 10, 2006

# 3.38—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

**Definitions**

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

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

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

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

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

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

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

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

a. Building a fake profile or website of the employee;

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

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

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

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

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

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

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

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

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

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

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

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

Date Adopted: March 14, 2005
Re-adopted: July 10, 2006
Revised: August 14, 2006
August 13, 2007
April 11, 2011

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June 13, 2011
May 14, 2012
March 9, 2015
March 14, 2016
April 9, 2018
September 9, 2019

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## 3.39—LICENSED PERSONNEL RECORDS AND REPORTS

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

Legal Reference: A.C.A. § 6-17-104

Date Adopted: August 13, 2007
Revised: May 14, 2012

## 3.40—LICENSED PERSONNEL DUTIES AS MANDATED REPORTERS

It is the statutory duty of school district employees to:

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

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

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

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

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

Date Adopted: June 9, 2008
Revised: May 14, 2012
September 9, 2019
June 8, 2020
September 13, 2021

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# 3.41—LICENSED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

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

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

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

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

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

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

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

Date Adopted: June 9, 2008
Revised: April 11, 2011
May 14, 2012

# 3.42—OBTAINING AND RELEASING STUDENT'S FREE AND REDUCED PRICE MEA
# L ELIGIBILITY INFORMATION

## Obtaining Eligibility Information

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

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

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

## Releasing Eligibility Information

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

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

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

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

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

Date Adopted: June 8, 2009
Revised: May 13, 2013
August 12, 2019

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

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

Legal References: A.C.A. § 6-17-401

Date Adopted: June 8, 2009
Revised: May 14, 2012

# 3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

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

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

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

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

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

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

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

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

- Will be charged for a day's sick leave for ~~the~~ all days missed until such time as the WC claim has been approved or denied;
- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight (8) or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for fourteen (14) or more days will be credited back that portion of sick leave for the first seven (7)

days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

| | |
|---|---|
| Cross References: | 3.8—LICENSED PERSONNEL SICK LEAVE<br>3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT<br>3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE |
| Legal References: | Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE<br>A.C.A. § 11-9-102<br>A.C.A. § 11-9-508(d)(5)(A)<br>A.C.A. § 11-9-514(a)(3)(A)(i) |
| Date Adopted:<br>Revised: | August 10, 2009<br>May 14, 2012<br>May 13, 2013<br>April 14, 2014<br>March 8, 2015<br>March 14, 2016<br>March 8, 2021 |

# 3.45—LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS

## Definitions

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

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

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

## Policy

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

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

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

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

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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 that digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability. A good rule of thumb for staff to use is, "if you wouldn't say it in class, don't say it online."

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

Accessing social media websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social media websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public the appearance that such access is occurring during instructional time. Except when expressly authorized by the employee's job duties, staff shall not access social media websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration. Except when expressly authorized by the District employee's job duties and when District procedures have been followed, all school district employees who participate in social media websites shall not post any school district data, documents, photographs taken at school or of students, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited. The posting of prohibited material or posting without following proper procedures may result in disciplinary action against the District employee, up to and including termination or non-renewal.

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

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

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

1. Disclose the username and/or password to his/her personal social media account;

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

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

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

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

Cross reference: 3.28—LICENSED PERSONNEL COMPUTER USE POLICY

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

Date Adopted: April 11, 2011
Revised: May 14, 2012
Revised: September 9, 2013
September 9, 2019
March 8, 2021

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## 3.46—LICENSED PERSONNEL VACATIONS

240 day contracted employees are credited with 10 days of vacation at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the 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 during instructional time. All vacation time must be approved, in advance to the extent practicable, by the superintendent or designee. If vacation is requested, but not approved, and the employee is absent from work in spite of the vacation denial, disciplinary action will be taken against the employee, which may include termination or nonrenewal.

No employee shall be entitled to more than 15 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Employees having accrued vacation totaling more than 15 days as of the date this policy is implemented shall not be eligible to increase the number of days carried forward during their employment with the district.

Date Adopted: April 11, 2011
Revised: May 14, 2012
May 13, 2013

## 3.47—DEPOSITING COLLECTED FUNDS

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

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

Teachers shall deposit daily to the principal's office all activity funds collected in their classrooms. No cash or checks are to be left in any classroom overnight.

Date adopted: April 11, 2011

# 3.48—LICENSED PERSONNEL WEAPONS ON CAMPUS

## Firearms

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

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

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

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

## Other Weapons

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

Legal References:

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

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Revised: September 9, 2013
April 14, 2014
September 9, 2019

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# 3.49—TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM

Note and advisement: This policy is adopted by the Board of Directors in order to bring the District into compliance with the Division of Elementary and Secondary Education rules concerning student discipline, and to incorporate the provisions of A.C.A. § 6-18-511. However, teachers should be aware that federal law governing a student's Individual Education Program (IEP) or 504 plan, or status as an individual with a disability will supersede Arkansas law. In many cases, removing a student from a classroom due to behavioral problems, will violate a student's IEP, violate a student's 504 plan, or constitute discrimination against the student due to a disability that affects the student's ability to conform his or her behavior. Teachers have been successfully sued for IEP and 504 plan violations in other jurisdictions, and teachers need to understand that violating a student's rights is outside of the scope of his or her employment, and no insurance is available or provided by the school district for either legal defense or to pay a money judgment. Teachers who rely on this law and this policy to exclude a student with special needs or a disability are assuming a grave personal risk.

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

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

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

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

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

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

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|---|---|
| Legal References: | A.C.A. § 6-18-511<br>Division of Elementary and Secondary Education Rules Governing Student Discipline and School Safety |
| Date Adopted: | May 13, 2013 |
| Revised: | March 9, 2015<br>September 9, 2019<br>September 13, 2021 |

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# 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION

## Continuing Administrators

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

## Newly Hired or Promoted Administrators

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

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

Date Adopted: September 9, 2013
Revised: April 14, 2014
September 9, 2019

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

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

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

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

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

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

Legal Reference: A.C.A. § 6-19-120

Date Adopted: April 14, 2014
Revised: September 9, 2019

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

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

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

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

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

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

a. Entertainment;
b. Hotel rooms;
c. Transportation;
d. Gifts;
e. Meals.

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

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

Legal References: A.C.A. § 6-24-101 et seq.
Division of Elementary and Secondary Education Rules Governing the Ethical Guidelines and Prohibitions for Educational Administrators, Employees, Board Members and Other Parties
Commissioner's Memo FIN 09-036
Commissioner's Memo FIN-10-048
Commissioner's Memo FIN 15-074
2 C.F.R. § 200.318

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7 C.F.R. § 3016.36
7 C.F.R. § 3019.42

Date Adopted: April 13, 2015
Revised: March 14, 2016
September 9, 2019

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## 3.53—LICENSED PERSONNEL BUS DRIVER END of ROUTE REVIEW

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

Date Adopted: April 14, 2014

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

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

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

A teacher who agrees to teach more than the maximum number of students per day is still bound by the maximum number of students per class period in the Standards for Accreditation and the Division of Elementary and Secondary Education (DESE) Rules Governing Class Size and Teaching Load. A fifth (5th) through twelfth (12th) grade teacher may not teach more than the maximum number of students per day as set in the Standards and the DESE rules for teachers of fifth (5th) through twelfth (12th) grade without receiving additional compensation unless the course being taught is one that meets the definition of a course that lends itself to large group instruction.

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

a) Hourly rate of pay for the loss of a planning period; and/or
b) Basic contract that is pro-rated for every additional student they teach over the maximum number of students permitted per day.[1]

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

Neither the District nor the teacher are obligated to:

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

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

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

[1] The method used to determine the amount of pay for teaching more than the maximum number of students is:

1) Take the teacher's salary from the salary schedule and divide it by the number of days in the teacher's contract to find the teacher's daily rate of pay;
2) Divide the teacher's daily rate of pay by one hundred fifty (150) to find the teacher's per student per day amount;

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

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

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

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

Date Adopted: June 8, 2015
Revised: March 14, 2016
August 14, 2017
June 11, 2018
September 9, 2019
June 8, 2020

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

The Magnolia School District (District) and _____ (Teacher) enter into the following contract addendum:

1. Teacher has agreed to teach a class on _____ instead of a preparatory period from _____ through _____;[1,2]
2. District agrees to pay Teacher for the loss of Teacher's preparatory period in the amount of _____;[2]
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 _____[3];
4. District agrees to pay teacher _____[4].
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 agreed to teach more than the one hundred fifty (150) maximum daily number of students, who shall be placed in the appropriate classes so that no one class contains more than thirty (30) students, from _____ through _____.*

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

[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.

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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
DESE Rules Governing Class Size and Teaching Load

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Revised: June 11, 2018
September 9, 2019

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