Licensed Personnel Policies
Table of Contents

General Repealer and Adoption of Policies
3.0—RESPONSIBILITIES OF THE LICENSED PERSONNEL POLICIES COMMITTEE ......................................................... 5
3.1—LICENSED PERSONNEL SALARY SCHEDULE ..................................................................................................................... 5
3.1.1—LICENSED PERSONNEL EXTRA COMPENSATION ............................................................................................................. 9
3.2—LICENSED PERSONNEL EVALUATIONS .............................................................................................................................. 22
3.3—EVALUATION OF LICENSED PERSONNEL BY RELATIVES .......................................................................................... 26
3.4—LICENSED PERSONNEL REDUCTION IN FORCE .................................................................................................................. 27
3.5—LICENSED PERSONNEL CONTRACTS ................................................................................................................................. 30
3.5.1—LICENSED PERSONNEL-PERSONNEL RECORDS .......................................................................................................... 31
3.6—LICENSED PERSONNEL EMPLOYEE TRAINING ................................................................................................................ 35
3.7—LICENSED PERSONNEL BUS DRIVER DRUG TESTING ................................................................................................... 42
3.8—LICENSED PERSONNEL SICK LEAVE ............................................................................................................................... 46
3.8.1—LICENSED PERSONNEL SICK LEAVE REDEMPTION .................................................................................................... 51
3.9—LICENSED PERSONNEL SICK LEAVE BANK .................................................................................................................... 52
3.10—LICENSED PERSONNEL PLANNING TIME ..................................................................................................................... 54
3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE .............................................................................. 55
3.12—LICENSED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS ........ 58
3.13—LICENSED PERSONNEL PUBLIC OFFICE .................................................................................................................... 59
3.14—LICENSED PERSONNEL JURY DUTY ............................................................................................................................... 60
3.15—LICENSED PERSONNEL LEAVE — INJURY FROM ASSAULT ....................................................................................... 61
3.16—LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES ................................................................. 62
3.17—INSULT OR ABUSE OF LICENSED PERSONNEL ........................................................................................................... 63
3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT ....................................................................................................... 64
3.19—LICENSED PERSONNEL EMPLOYMENT ........................................................................................................................ 65
3.20—LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES .............................................................................. 67
3.21—LICENSED PERSONNEL TOBACCO USE ........................................................................................................................ 68
3.22—DRESS OF LICENSED EMPLOYEES ............................................................................................................................... 69
3.23—LICENSED PERSONNEL POLITICAL ACTIVITY ............................................................................................................. 70
3.24—LICENSED PERSONNEL DEBTS .................................................................................................................................... 70
3.25—LICENSED PERSONNEL GRIEVANCES .......................................................................................................................... 71
   Definitions .................................................................................................................................................................................. 71
   Procedure .................................................................................................................................................................................. 71
   Records .................................................................................................................................................................................... 72
   Reprisals .................................................................................................................................................................................. 72
3.25F—LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM .......................................................................................... 74
3.26—LICENSED PERSONNEL SEXUAL HARASSMENT .......................................................................................................... 75
3.30—PARENT-TEACHER COMMUNICATION................................................................. 86
3.31—DRUG FREE WORKPLACE - LICENSED PERSONNEL ....................................... 87
3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT ............................. 90
3.32 LICENSED PERSONNEL FAMILY MEDICAL LEAVE ........................................... 91
   SECTION ONE ........................................................................................................... 91
   Policy ......................................................................................................................... 92
   Leave Eligibility ......................................................................................................... 92
   Provisions Applicable to both Sections One and Two .............................................. 93
   Designation Notice to Employee .............................................................................. 93
   Concurrent Leave Under the FMLA ........................................................................ 93
   Health Insurance Coverage ..................................................................................... 93
   Reporting Requirements During Leave .................................................................. 94
   Return to Previous Position .................................................................................... 94
   Provisions Applicable to Section One .................................................................... 94
   Medical Certification ............................................................................................... 95
   Substitution of Paid Leave ..................................................................................... 96
   Return to Work ....................................................................................................... 96
   Intermittent or Reduced Schedule Leave ............................................................... 97
   Leave taken by eligible instructional employees near the end of the semester ....... 98
   Leave more than 5 weeks prior to end of the semester ......................................... 98
   Leave less than 5 weeks prior to end of the semester ........................................... 98
   SECTION TWO ........................................................................................................ 99
   QUALIFYING EXIGENCY ..................................................................................... 99
   Definitions: ............................................................................................................. 99
   Certification ............................................................................................................ 99
   Employee Notice to District ................................................................................... 99
   Substitution of Paid Leave .................................................................................... 100
   Intermittent or Reduced Schedule Leave ............................................................. 100
   Leave taken by an eligible instructional employee more than 5 week prior to end of the semester ............................................................ 100
   SERIOUS ILLNESS ............................................................................................ 100
   Definitions: ............................................................................................................ 100
   Medical Certification .............................................................................................. 102
   Employee Notice to District .................................................................................. 102
   Substitution of Paid Leave .................................................................................... 103
   Intermittent or Reduced Schedule Leave ............................................................. 103
   Leave taken by eligible instructional employees near the end of the academic the semester ............................................................ 104
   Leave more than 5 weeks prior to end of the semester ....................................... 104
   Leave less than 5 weeks prior to end of the semester ......................................... 104
   Leave less than 3 weeks prior to end of the semester ......................................... 104

3.33—ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL ................. 105
3.34—LICENSED PERSONNEL CELL PHONE USE .................................................. 106
3.36—LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL ............................ 109
3.36.1—LICENSED PERSONNEL DISCIPLINE .............................................................. Error! Bookmark not defined.
3.37—ASSIGNMENT OF TEACHER AIDES ............................................................... 110
3.38—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING ....... 111
General Repealer and Adoption of Policies

The policies hereinafter contained repeal and replace all personnel policies in force for certified employees in the North Little Rock School District (NLRSD), effective July 1, 2018. After July 1, 2018 the written policies contained herein are the only personnel policies for certified employees of NLRSD. Modifications of these policies shall be made as deemed necessary by the Board of Education in consultation with the Licensed Personnel Policies Committee consistent with and as required by law. All such modifications shall be in writing and included in the master copy of this document maintained in the District Central Office.
3.0—RESPONSIBILITIES OF THE PERSONNEL POLICIES COMMITTEE

The District shall have a Personnel Policies Committee (PPC) that will review all District policies, guidelines, regulations, and procedures that pertain to the terms and conditions of a certified personnel employment. This includes, but is not limited to, benefits, compensation, workday designations, holidays and non-instructional days, the annual calendar, methods of evaluations, extra duties, leave, grievance, dismissal or non-renewal, and reduction in force.

The PPC will consist of at least five (5) and no more than fourteen (14) classroom teachers and three (3) certified administrators, one (1) of which may be the Superintendent. The classroom members shall be elected by a majority of the classroom teachers voting by secret ballot. The election shall be solely and exclusively conducted by the classroom teachers, including the distribution of ballots to all classroom teachers. The Superintendent will appoint the administrative members.

The PPC shall organize itself by the first quarter of each school year. The committee will meet outside the school day and will receive no monetary compensation. A schedule of meeting dates will be developed. A chairperson will be elected by the committee and will be responsible for presenting policies to the Board at regularly scheduled board meetings. A secretary will also be elected by the committee and will be responsible for taking minutes and posting them on the website and at each building. The Board will receive copies of the minutes from each meeting.

Either the PPC or the Board may propose new personnel policies or amendments. The Superintendent may recommend new personnel policies or amendments to the Board or to the PPC. The Board may adopt, reject, or refer 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.

In accordance with Arkansas law A.C.A. § 6-18-502 the Licensed Personnel Policies Committee will review the student discipline policies annually and make recommendations of changes in the discipline policy to the Board if necessary.

The student discipline policies committee who shall include, but not limited to: Parents, students, and school district personnel, including teachers. The student discipline policies committee will be convened and submission of student discipline policies to the Licensed Personnel Policies Committee shall be the responsibility of the Equity Services Department of the District. Policies shall be submitted no later than the regular scheduled LPPC January meeting.

Legal References: A.C.A. § 6-17-205
A.C.A. § 6-18-502

Date Adopted: April 26, 2018
Revised: 
Revised:
3.1—LICENSED PERSONNEL SALARY SCHEDULE

The school board shall enter contracts of employment with licensed personnel. The salary of licensed personnel shall be in accordance with the district’s salary schedule as determined by certification, experience, and/or any other criteria approved by the school board in keeping with the laws of the state. No licensed person may waive payment according to the salary schedule. Salary will be calculated based on creditable experience and education level as of January 31 of each year.

Payment of salary

All contracted employees are paid in twenty-four (24) equal payments. Employees will be paid on the 10th and 25th day of the month. If this date day falls on a weekend, employees will be paid on the Friday immediately preceding the 10th and 25th day of the month. All payments will be distributed via direct deposit to an employee’s bank account or through a bank-issued debit card.

Creditable experience

Upon employment, experience personnel will be placed on the salary schedule by crediting previously earned certified teaching experience as follows:

One experience step will be given for each completed year of full time (160) or more contracted days employment with any K-12 public or charter school or a private K-12 school that is accredited by a nationally or regionally recognized accrediting agency.

Credit will be given for full time experience approved for a provisional license or technical permit.

Education increments: In order for an employee to receive a salary schedule education increment in the current fiscal year, course work must be completed and official transcript(s) reflecting this course work must be received in the district’s administrative office by January 31. Hours counting on the salary scale increments must meet following criteria:

All hours counting toward increments on the salary schedule must be graduate level courses (e.g. 5000+ or 500+ level courses).

Also, the district will recognize the documented achievement of National Board Certification (NBPTS) from the American Council on Education (ACE) by awarding a two thousand dollar ($2,000) yearly supplement for the life of the certificate or until employee resigns.

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.

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)
ADE Rules Governing School District Requirements for Personnel Policies, Salary Schedules, Minimum Salaries, and Documents Posted to District Websites

Date Adopted: April 22, 2002
Revised: May 20, 2014
Revised: June 15, 2017
3.1.1– LICENSED PERSONNEL EXTRA COMPENSATION

The school board shall enter into contracts of employment with licensed personnel. The salary of licensed personnel shall be in accordance with the district's salary schedule as determined by certification, experience, and/or any other criteria approved by the school board in keeping with the laws of the state. Salary will be calculated based on creditable experience and educational level as of October 1 of each year. Information included on the contract shall be, but is not limited to the scheduled salary, amount of contracted days, and terms of payment. Completed contract forms will be mailed or delivered to the employee. Such forms will constitute an offer and will become binding when returned signed by the employee and executed by the NLRSD as required by law. Contract forms not signed, returned, and submitted to the Human Resources office within thirty (30) days after the date of receipt, as stated on the cover memorandum, of his/her contract for the following school year shall operate as a resignation by the employee. The employee’s contract will be conclusively determined to have been rejected by the employee, and the employee conclusively determined to have voluntarily resigned without further action by the employee, Superintendent, or school board.

All persons employed as licensed personnel by NLRSD must possess the credentials and qualifications required by the State Department of Education unless waivers apply.

Definitions:

Temporary Contracts: Contracts issued to any teacher who is hired after the first work day of the work year.

Supplemental/Stipend Contract: A contract issued to a certified employee who performs duties for which compensation is paid in addition to compensation allowed for regular duties. Such contracts will not necessarily coincide in length with the primary contract.

Stipend: Monetary compensation in addition to the teaching contract which is granted for planning, preparation, and/or student supervision that goes beyond the scope of normal duties required for the accomplishment of a teaching assignment.

Lightened Teaching Load: An assignment of less than a full teaching load must meet the following criteria:
- Teacher is assigned duty in order to fill a day's schedule because a full teaching load is not available.
- Teacher is assigned duty because the safe management of the school demands it.
- The teacher is given a compensatory preparation period for duty done before or after the regular school day.
- A special services teacher is assigned one or more periods for Due Process Designee
- A teacher is assigned to be Activities Director, School-Based Team Leader, Parent Involvement Coordinator, or ACSIP Chair.

Contracts that may be issued in addition to or in lieu of a regular teaching contract:

Temporary Contracts- Any teacher hired after the first work day of the work year will be employed on a temporary contract for the remainder that specific school year.

Supplemental Contracts- Supplemental contracts shall be issued to individuals who perform duties beyond the regular school day. These individuals will receive separate contracts that outline any additional days and supplemental pay. Information included on the contract shall be, but is not limited to the scheduled salary, amount of contracted days, and terms of payment. Contract forms not signed, returned, and submitted to the Human Resources office within thirty (30) days after the date of receipt, as stated on the cover memorandum, of his/her contract for the following school year shall operate as a resignation by the employee. The employee’s contract will be conclusively determined to have been rejected by the employee, and the employee conclusively determined to have voluntarily resigned without further action by the
employee, Superintendent, or school board. Employees receiving a supplemental contract shall be required to adhere to performance guidelines for each activity that justify the amount of the supplement. The immediate supervisor of employees receiving supplemental contracts will be responsible for monitoring and justifying that the performance has been accomplished and supplemental salary should be paid. All supplemental salaries will be paid with regular wages. No separate checks will be issued.

Extended Contracts- A teacher employed beyond 192 days will receive separate contracts for the total days employed and be paid a daily rate as determined by his/her placement on the teacher salary schedule.

Opportunity Culture Administrator Contract- An assistant administrator in a particular building, who is designated to be responsible for the full implementation and oversight of Opportunity Culture will be given an administrator's contract that provides him/her with autonomy over the budget, curriculum, the students and staff assigned to him/her. This person will be paid at the same percentage rate and receive the number of contract days as the building level administrator set forth by the NLRSD Teacher/Administrator Schedule 5T. The difference in percentage will be paid out of the school’s Title 1 and NLSA funds.

Regular, Supplemental, and Extended Contracts are covered under Teacher Fair Dismissal Act.

Department Chairs
Multi-level classroom leaders of an Opportunity Culture school will serve as department chairs without receiving the department chair stipend. When the staff numbers are less than three in an academic discipline the building principal may assign staff to a department. The following departmental groupings will be used by the principal in assigning teachers to departments.

- Language Arts
- Mathematics
- Science
- Social Studies
- Fine Arts (music, drama, art)
- Workforce education (business, home economics, trade and industrial, and work study)
- Foreign Language
- Health/Physical Education
- Special Education

Department chairs will receive a stipend based on the number of teachers assigned to the department.

<table>
<thead>
<tr>
<th>Teachers</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-5 Teachers</td>
<td>$600.00</td>
</tr>
<tr>
<td>6-8 Teachers</td>
<td>$900.00</td>
</tr>
<tr>
<td>9 or more Teachers</td>
<td>$1200.00</td>
</tr>
</tbody>
</table>

North Little Rock School District Athletics Stipend Schedule
2018-2019

<table>
<thead>
<tr>
<th>Position</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>HS Head Football Coach <em>(Responsible for offseason programs)</em></td>
<td>10,500</td>
</tr>
<tr>
<td>HS Head Boys Basketball Coach <em>(Responsible for offseason programs)</em></td>
<td>10,500</td>
</tr>
<tr>
<td>HS Head Girls Basketball Coach <em>(Responsible for offseason programs)</em></td>
<td>10,500</td>
</tr>
<tr>
<td>HS Head Volleyball Coach <em>(Responsible for offseason programs)</em></td>
<td>10,500</td>
</tr>
<tr>
<td>HS Head Baseball Coach</td>
<td>3,125</td>
</tr>
<tr>
<td>HS Head Softball Coach</td>
<td>3,125</td>
</tr>
<tr>
<td>HS Head Girls Track Coach</td>
<td>3,125</td>
</tr>
<tr>
<td>HS Head Boys Track Coach</td>
<td>3,125</td>
</tr>
<tr>
<td>HS Head Cross Country Boys and Girls</td>
<td>2,000</td>
</tr>
<tr>
<td>HS Head Girls Soccer Coach</td>
<td>3,125</td>
</tr>
<tr>
<td>HS Head Boys Soccer Coach</td>
<td>3,125</td>
</tr>
<tr>
<td>HS Head Golf Boys &amp; Girls</td>
<td>2,000 or Registered Volunteer</td>
</tr>
<tr>
<td>HS Head Tennis Boys and Girls</td>
<td>2,000 or Registered Volunteer</td>
</tr>
<tr>
<td>HS Head Swimming Boys &amp; Girls</td>
<td>2,000 or Registered Volunteer</td>
</tr>
<tr>
<td>Position</td>
<td>Stipend</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>HS Head Bowling Boys &amp; Girls</td>
<td>2,000 or Registered Volunteer</td>
</tr>
<tr>
<td>HS Head Wrestling Boys &amp; Girls</td>
<td>2,000 or Registered Volunteer</td>
</tr>
<tr>
<td>HS Head Trap Boys &amp; Girls</td>
<td>2,000 or Registered Volunteer</td>
</tr>
<tr>
<td>HS Head Cheer</td>
<td>3,595</td>
</tr>
<tr>
<td>HS Head Dance</td>
<td>3,080</td>
</tr>
<tr>
<td>HS Assistant Football Coach</td>
<td>4,690</td>
</tr>
<tr>
<td>HS Assistant Boys Basketball Coach</td>
<td>4,690</td>
</tr>
<tr>
<td>HS Assistant Girls Basketball Coach</td>
<td>4,690</td>
</tr>
<tr>
<td>HS Assistant Volleyball Coach</td>
<td>4,690</td>
</tr>
<tr>
<td>HS Assistant Baseball Coach</td>
<td>1,875</td>
</tr>
<tr>
<td>HS Assistant Softball Coach</td>
<td>1,875</td>
</tr>
<tr>
<td>HS Assistant Girls Track</td>
<td>1,875</td>
</tr>
<tr>
<td>HS Assistant Boys Track</td>
<td>1,875</td>
</tr>
<tr>
<td>HS Assistant Dance</td>
<td>2,155</td>
</tr>
<tr>
<td>9th Grade Assistant Dance</td>
<td>2,155</td>
</tr>
<tr>
<td>9th Grade Dance</td>
<td>2,155</td>
</tr>
<tr>
<td>MS Head Football Coach</td>
<td>2,190</td>
</tr>
<tr>
<td>MS Head Boys Basketball Coach</td>
<td>2,190</td>
</tr>
<tr>
<td>MS Head Girls Basketball Coach</td>
<td>2,190</td>
</tr>
<tr>
<td>MS Head Volleyball Coach</td>
<td>2,190</td>
</tr>
<tr>
<td>MS Head Girls Track</td>
<td>1,565</td>
</tr>
<tr>
<td>MS Head Boys Track</td>
<td>1,565</td>
</tr>
<tr>
<td>MS Assistant Football</td>
<td>1,565</td>
</tr>
<tr>
<td>MS Assistant Girls Basketball</td>
<td>1,565</td>
</tr>
<tr>
<td>MS Assistant Cheer</td>
<td>1,540</td>
</tr>
<tr>
<td>MS Head Cheer</td>
<td>1,540</td>
</tr>
<tr>
<td>MS Head Football Coach</td>
<td>2,190</td>
</tr>
<tr>
<td>MS Head Boys Basketball Coach</td>
<td>2,190</td>
</tr>
<tr>
<td>MS Head Girls Track</td>
<td>1,565</td>
</tr>
<tr>
<td>MS Head Boys Track</td>
<td>1,565</td>
</tr>
<tr>
<td>MS Assistant Football</td>
<td>1,565</td>
</tr>
<tr>
<td>MS Assistant Girls Basketball</td>
<td>1,565</td>
</tr>
<tr>
<td>MS Assistant Dance</td>
<td>2,155</td>
</tr>
<tr>
<td>9th Grade Assistant Dance</td>
<td>2,155</td>
</tr>
<tr>
<td>9th Grade Dance</td>
<td>2,155</td>
</tr>
<tr>
<td>IB Coordinator</td>
<td>915.00</td>
</tr>
<tr>
<td>JROTC Senior Instructor</td>
<td>5120.00</td>
</tr>
<tr>
<td>JROTC Assistant Instructor</td>
<td>3730.00</td>
</tr>
<tr>
<td>HS Literary Magazine</td>
<td>900.00</td>
</tr>
<tr>
<td>HS Newspaper Advisor</td>
<td>600.00</td>
</tr>
<tr>
<td>HS Quiz Bowl Sponsor</td>
<td>700.00</td>
</tr>
<tr>
<td>MS Quiz Bowl Sponsor</td>
<td>500.00</td>
</tr>
<tr>
<td>Parent Involvement Coordinator</td>
<td>600.00</td>
</tr>
<tr>
<td>HS Student Council Sponsor</td>
<td>1200.00</td>
</tr>
<tr>
<td>MS Student Council Sponsor</td>
<td>900.00</td>
</tr>
<tr>
<td>HS Television Program Director</td>
<td>6250.00</td>
</tr>
<tr>
<td>Senior Class Advisor</td>
<td>1200.00</td>
</tr>
<tr>
<td>HS Robotics</td>
<td>700.00</td>
</tr>
<tr>
<td>HS Chess Coach</td>
<td>1,000.00 or Registered Volunteer</td>
</tr>
</tbody>
</table>
Qualified registered volunteers may be used for head or assistant coaches when available in any sport with the exception of football, basketball, and track. In the event a qualified, registered volunteer cannot be found, the Superintendent will make a compensation recommendation to the Board of Education.

Administrator Percentage Increments
(% of Range & Step)

<table>
<thead>
<tr>
<th>2018-2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position</td>
</tr>
<tr>
<td>HS Principal</td>
</tr>
<tr>
<td>HS Assistant Principal</td>
</tr>
<tr>
<td>MS Principal</td>
</tr>
<tr>
<td>MS Assistant Principal</td>
</tr>
<tr>
<td>Elementary Principal</td>
</tr>
<tr>
<td>Elementary Assistant Principal</td>
</tr>
<tr>
<td>Executive Director</td>
</tr>
<tr>
<td>Director</td>
</tr>
<tr>
<td>Supervisor</td>
</tr>
<tr>
<td>Coordinator</td>
</tr>
<tr>
<td>Opportunity Culture Administrator</td>
</tr>
<tr>
<td>Assistant Superintendent</td>
</tr>
</tbody>
</table>

Formula for Position Increment Amount = (amt of Range and Step) * %)/192) * contract days worked

Computation of Daily Salary: In computing an employee's daily salary, the total annual salary shall be divided by the number of contracted days.

Contracted Salary Adjustment: Adjustments in contracts/salaries due to the increase in training shall be made for the contract period following the completion of the semester hours required for the next pay scale. Such adjustments shall be done upon receipt by the personnel office by January 31 of official transcripts reflecting the additional work. When transcripts are received after this date, the additional training will be recognized on the following year's contract.

JROTC Salary: Adjustments annually in January from Army. District matches Army pay.

Proposed: 4/26/18
Approved: 4/26/2018
Effective: 7/1/2018

High School Principal Census Assignment Index
Base - Based highest teacher salary in Range (education) and Step (experience) column for which individual qualifies (Teacher Salary Schedule)
Extra Days Credit - Based on number of days worked above 192 days (Teacher Salary Schedule)
Position Increments - % of Range and Step amount Student Supervision - Stipend per student based on ADM
** See below

Salary Formula - Salary = (Based on teacher salary schedule ÷ 192 days) x Extra days + Position Increments + Student Supervision Stipend

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary</th>
<th>Extra Base/192 days</th>
<th>Position Increment</th>
<th>Student Supervision Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>HS Principal</td>
<td>Base/192</td>
<td>X245</td>
<td>+27% of base</td>
<td>+$5.00 (ADM)</td>
</tr>
</tbody>
</table>

Student Supervision Stipend Schedule for High School Principal
**Based on the average daily membership (ADM) of the first three quarters of the previous school year per student as reported in ADE Cycle report. This stipend includes time spent on school sponsored events outside of normal school day.
Hourly Rates

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before/After School Tutoring</td>
<td>Based on employees hourly rate of pay</td>
</tr>
<tr>
<td>Saturday School</td>
<td>20.00</td>
</tr>
<tr>
<td>Summer School</td>
<td>25.00</td>
</tr>
<tr>
<td>Crestwood Elementary Facilitators After Care School Program</td>
<td>12.00</td>
</tr>
<tr>
<td>Crestwood Elementary Director After Care School Program</td>
<td>20.50</td>
</tr>
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Extra Compensation Review

Building principals will annually review the performance of each teacher receiving extra compensation. The Extra Compensation Schedule (stipends, extended contracts, and lightened loads) shall be subject to review by the Licensed Personnel Policy committee. The responsibility of the committee will be both to update the existing extra compensation schedule and to consider requests for changes.

The committee will submit its recommendations to the Superintendent who will in turn make recommendations to the Board. In order for the Board to take action by the April meeting, any requests for changes must be submitted to the chairman of the committee by March 1.

Definition of Extended Contract

An extended contract exceeds the minimum number of contract days (192) in length. An extended contract will be issued to teachers who are contracted to work more than the minimum number of days (192) required by the District to accomplish their teaching assignment.

DAYS EXTENDED CONTRACTS

245 Senior Army Instructor
   Secondary Principals
   Executive Directors
   Directors

240 Head Coaches of Basketball (Varsity 7th-12th)
   Head Coach of Football (Varsity 7th-12th)
   Head Coach of Volleyball (Varsity 7th-12th)

227 VBI Instructor (9th-12th)

223 Head Secondary Counselors
   Coordinators: Curriculum/ESL
   Safe Schools Coordinator & School Health Coordinator

220 Elementary Principals

217 Assistant JROTC Instructors

207 Counselors (6th-12th) JAG Coordinator
   Assistant Principals

200 Media Specialists (6th-12th) Band (9th-12th)
   TV Program Instructor (10th-12th)
   Assistant Coaches of Football, Basketball and Volleyball (7th-12th)
   197 Cheerleader/Drill Team Sponsors (8th-12th) Yearbook Sponsor
   Activities Director (9th-12th)
   Peer Leadership Instructor (11th-12th)

195 Workforce Education Personnel (7th-12th)
   IB Coordinator
Band (6th-8th)
192 All other certified personnel ELL Teachers
School Psychology Specialist

Positions funded by temporary grants or Arkansas Department of Education approved programs are not included in the extended contract listing, as they may change from year to year.
## North Little Rock School District
### Teacher/Administrator Salary Schedule 17-18
#### Schedule: 5T 192 Days

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<th>RANGE</th>
<th>01</th>
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Stipends: Flat amount according to stipend schedule
National Board Certification Additional $2,000.00

Fringe Benefits for full-time certified (five hours or more per day) and classified (four and three-fourths hours per day) include:
- $239.78 individual health insurance including 5,000 life individual dental plan
-  individual vision plan
- Group life plan

**Formula for Position Increment**

\[
\text{Amount} = \frac{(\text{amt of Range & Step} \times \%)}{192} \times \text{contract days worked}
\]

**Computation of Daily Salary**: In computing an employee's daily salary, the total annual salary shall be divided by the number of contracted days.

**Contracted Salary Adjustment**: Adjustments in contracts/salaries due to the increase in training shall be made for the contract period following the completion of the semester hours required for the next pay scale.
Such adjustments shall be done upon receipt by the personnel office by January 31 of official transcripts reflecting the additional work. When transcripts are received after this date, the additional training will be recognized on the following year's contract.

JROTC Salary: Adjustments annually in January from Army. District matches Army pay.  

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<tr>
<td>Effective:</td>
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High School Principal  
Census Assignment Index

Base - Based highest teacher salary in Range (education) and Step (experience) column for which individual qualifies (Teacher Salary Schedule)  

Extra Days Credit - Based on number of days worked above 192 days (Teacher Salary Schedule)  

Position Increments - % of Range and Step amount  

Student Supervision - Stipend per student based on ADM ** See below  

Salary Formula - \[ \text{Salary} = (\text{Based on teacher salary schedule} \div 192 \text{ days}) \times \text{Extra days} + \text{Position Increments} + \text{Student Supervision Stipend} \]

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary</th>
<th>Extra</th>
<th>Position</th>
<th>Student</th>
<th>Supervision</th>
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<td>High School Principal</td>
<td>Base/192</td>
<td>X 245</td>
<td>+ 27% of base</td>
<td>+ $5.00(ADM)</td>
<td>=</td>
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</table>

Student Supervision Stipend Schedule for High School Principal  
**Based on the average daily membership (ADM) of the first three quarters of the previous school year per student as reported in ADE Cycle report. This stipend includes time spent on school sponsored events outside of normal school day.

Date Adopted: February 1996  
Revised: June 21, 2007  
Revised: May 15, 2008  
Revised: March 19, 2009  
Revised: June 19, 2014  
Revised: April 26, 2018
3.1.2—LICENSED PERSONNEL CONTRACTED SALARY ADJUSTMENT

An employee of the District shall have no financial or other business interests or obligations that in any way create a conflict with the proper discharge of duties while employed by the District.

An employee of the District shall not, during the months of the employment contract, act as an agent for any type of supplies or books used by pupils of any school within the District.

During the months covered by contract and during the work days, an employee who represents a company must refrain from recommending the product he/she sells.

Adopted: June 1986
Last Revised: December 16, 2004
The following criteria shall be used for the hiring, dismissal, assignment, reassignment, promotion, or demotion of District personnel. These criteria are not rank-ordered or exhaustive and may be considered in whole or in part in making personnel decisions.

- Academic preparation or technical training
- Appropriateness of certifications, endorsements, or licenses
- Work experiences
- Recommendations and references
- Evaluations
- Suitability for the position
- Professional competence
- Needs of the District
- Professional objectives of employees
- Criminal background check
- Highly-qualified status
- Compliance with state and federal guidelines

Applicant(s) will be notified of the reasons for not being selected to the desired position.

Adopted: August 1987
Revised: December 16, 2004
Last Revised: March 19, 2009
3.1.4—LICENSED PERSONNEL TEMPORARY AND SUBSTITUTE EMPLOYEES

The nature and need for temporary and substitute employees are highly unpredictable. These employees are often used on a day-to-day, temporary, or short-term basis according to the needs of the District at that time.

Although important to the District, these employees are not afforded the same benefits and status as contracted school employees. These employees may not possess a pocket knife, pepper spray or mace on any District site.

Persons employed in a temporary or substitute capacity may receive frequent, intermediate, or infrequent assignments. Failure to receive assignment does not constitute unemployment. Persons receiving frequent assignments shall not have the expectation that frequent assignments will continue or that full-time employment will be offered by the District.

Adopted: June 1986
Revised: December 16, 2004
Revised: February 20, 2014
Revised: June 15, 2017
3.1.5—LICENSED PERSONNEL ANNOUNCEMENT OF VACANCIES

In consideration of the interests and aspirations of its teachers, the administration will give primary consideration to existing staff when filling vacancies.

All qualified (holding or working toward certification in area of vacant position) employees who request consideration for an existing vacancy will be interviewed. All such requests will be acknowledged by the personnel office. The employee selected to fill a vacancy will be transferred to that position depending on the availability of a replacement, consideration being given to a smooth transition, and as little interruption as possible to the students involved. Procedure outlined in Policy 3.5 will be followed.

The following criteria shall be used in considering applications for vacancies. These criteria are not rank-ordered or exhaustive. Those who are interviewed for transfer to a vacant position who are not granted the transfer will be notified. Employees may request ranking forms completed during interview and will be provided within five working days.

Academic preparation or technical training
Certifications, endorsements, or licenses
Date of transfer request
Demographic need of the District (balance according to race and experience).
Evaluations
Professional objectives of the employee
Recommendations and references
Seniority
Work experiences
Criminal background check
Highly qualified status
Compliance with state and federal guidelines

As vacancies occur during the summer, prior to August 1, information shall be posted on a bulletin board located in the Central Administrative Office Building and placed on the District’s website with email messages sent to employees notifying them of the vacancies. Prior to filling vacancies, the District Director of Human Resources will notify those employees who have filed transfer requests for said vacancies.

During the school year, announcements of vacancies or job openings in the areas of supervision, administration, and teaching shall be posted in the Central Administrative Office Building and placed on the District’s website with email messages sent to employees notifying them of vacancies. As vacancies are filled, the certification status of the employee will be shown on the recommendation to the Board of Education.

Adopted: February 1990
Revised: December 16, 2004
Revised: March 19, 2009
Revised: December 15, 2012
Last Revised: June 15, 2017
3.1.6—LICENSED PERSONNEL CONFLICT OF INTEREST

An employee of the District shall have no financial or other business interests or obligations that in any way create a conflict with the proper discharge of duties while employed by the District.

An employee of the District shall not, during the months of the employment contract, act as an agent for any type of supplies or books used by pupils of any school within the District.

During the months covered by contract and during the work days, an employee who represents a company must refrain from recommending the product he/she sells.

Adopted: June 1986
Revised: December 16, 2004
Revised: June 15, 2017
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.

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

"Teacher" - Required to hold and holds a teaching license from the state board as a condition of employment; and

Employed in a public school as a:
(a) Classroom teacher engaged directly in instruction with students in a classroom setting;
(b) Guidance counselor;
(c) Library media specialist;
(d) Special education teacher; or
(e) Teacher in another position identified by the state board.

(B) "Teacher" also includes a licensed or non-licensed classroom teacher employed in a position under subdivision of this section at a:
(i) Public charter school under a waiver of teacher licensure requirements granted by the state board in the charter; or
(ii) School district under a waiver of teacher licensure requirements granted by the state board under § 6-15-103 or under the District of Innovation Program, § 6-15-2801 et seq.

(C) "Teacher" does not include a person who is employed full time by a school district or public school solely as a superintendent or administrator.
A.C.A. § 6-17-2803(16).

"Evaluator" - means a person licensed by the State Board of Education as an administrator who is designated as the person responsible for evaluating teachers and who is an employee of the school district in which the evaluations are performed.

"Evidence" means:
(i) Direct observations;
(ii) Indirect observations;
(iii) Artifacts; and
(iv) Data.

(B) "Evidence" should:
(i) Facilitate a professional dialogue for the teacher and evaluator; and
(ii) Provide essential evidence of the teacher's classroom practices;

"Artifact or artifacts" - means materials that document the teacher's professional practice

"Data" means:
(i) Teacher performance data;
(ii) Student performance data; or 
(iii) Overall school performance data.

(B) "Data" may include multiple measures of student growth, school quality, or student success.

Direct observation" means the evaluator observes the teacher leading or facilitating instruction while:

(A) Physically present inside or outside the teacher's classroom; or
(B) Using appropriate technology to observe;

"Indirect observation" means the evaluator observes systems that operate as a result of a teacher's research, planning, and implementation inside or outside of the classroom;

"Professional growth plan" means an individual teacher's plan designed to meet the specific growth needs of the teacher identified under the Teacher Excellence and Support System;

"Formative year" means a year other than a summative evaluation year in which the teacher and the school collaboratively engage in supporting the teacher's growth in effective teaching practices and professionalism, aligned with the teacher's needs identified in the teacher's professional growth plan.

"Summative evaluation" means an evaluation of a teacher's performance that:

(A) Evaluates all domains of the evaluation framework;
(B) Is supported by evidence of the teacher's professional practice;
(C) Supports improvement in the teacher's teaching practices and student achievement; and
(D) Informs a school district's employment decision concerning the teacher.

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

The superintendent or district level licensed designee 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 a lottery system. Novice teachers will receive a summative evaluation in the year following the completion of their novice period and will be added to the four (4) year summative evaluation rotation for following years. A teacher who transfers into the District from another Local Educational Agency (LEA) shall be added to the four (4) year summative evaluation rotation based on when the teacher’s most recent summative evaluation was conducted.

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

Following a summative evaluation, the teacher shall receive an overall performance rating that is derived from:
A written evaluation of the teacher’s performance on all evaluation domains as a whole;
The evaluation framework and evaluation rubric appropriate to the teacher’s role;
Multiple sources of evidence of the teacher’s professional practice including, but not limited to:
Direct observation;
Indirect observation;
Artifacts; and
Data; and
Presentations of evidence chosen by the teacher, the evaluator, or both.

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

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

A teacher shall continue to demonstrate a commitment to student learning in formative years by furthering the teacher’s professional growth and development as guided by the teacher’s PGP. The teacher’s evaluator, or one or more individuals selected by the evaluator, shall support the teacher on an ongoing basis throughout the formative years by:
Providing teachers with immediate feedback about teaching practices;
Engaging teachers in a collaborative, supportive learning process; and
Helping teachers use assessment methods supported by evidence-based research that inform the teacher of student progress and provide a basis for adapting teaching practices.

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

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

The superintendent or district level licensed designee shall develop procedures to govern the evaluation process and timelines for the evaluations.

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

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

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

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

When the Superintendent or district level licensed designee conducts a summative evaluation, he/she will base the building level or district level leader's continuing employment recommendation on:
The level of performance based on the performance functions and standards of the evaluation rubric;
The evidence of teacher performance and growth applicable to the building- or district-level leader; and
The building- or district-level leader’s progression on his or her professional growth plan.

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

Legal References:
A.C.A. § 6-17-2801 et seq.
ADE Rules Governing the Teacher Excellence and Support System
ADE Rules Governing the Leader Excellence and Development System (LEADS)

Date Adopted: June 19, 2014
Revised: April 26, 2018
3.3—EVALUATION OF LICENSED PERSONNEL BY RELATIVES

No person shall be employed in, or assigned to, a position which would require that he be evaluated by any relative, by blood or marriage, including spouse, parent, child, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, or first cousin.

Date Adopted: May 2004
Revised: December 16, 2004
Revised: June 15, 2017
3.4—LICENSED PERSONNEL REDUCTION IN FORCE

SECTION ONE
When circumstances give cause for District-wide reduction in staff, a process will be used in an attempt to place all contracted personnel in vacancies before hiring from outside the District. Points will be assigned to each employee, reflecting training level and years of service. Those with fewest points in their areas of certification of employment will be displaced first. Training level shall be the same as that reflected by contract for the current year.

Circumstances necessitating reduction in staff and implementation of this policy include, but are not limited to, financial difficulties, declining enrollment, and program revision, curtailment, or elimination. This policy will be implemented when circumstances force the closing of a building or other school facility. 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.

An employee who is eliminated from employment as a result of the application of this policy shall be offered an opportunity to fill any vacancy that occurs within the next school year after his/her elimination from employment, providing the employee is fully qualified to fill the position, and is not under contract with another district in the state.

The offer of a position for which an employee is qualified and the refusal of that offer, or the lack of a response to the offer within five (5) days of its receipt by certified mail, shall end the District’s obligation to anyone eliminated from employment by this policy.

An employee who is laid off under this policy may continue all health benefits for up to eighteen (18) months by paying monthly the full per subscriber group rate premium to the Board unless eligible for another group plan.

Licensed Employees
Points shall be determined for each year’s experience in the District as follows:

Teacher 1 point
Administrative Assistant 2 points
Assistant Principal 3 points Principal, Coordinator, Supervisor 4 points Director, Assistant Superintendent 5 points

In the event an employee who is currently an administrator is forced by reduction to move into a teaching position, experience points will equal the total number of years as a certified employee of the North Little Rock School District. If a reduction in force becomes necessary in a licensure area and/or specific grade level(s), the teacher’s length of service in the district shall be the initial determining factor. The teacher with the most years of employment as a licensed teacher in the district as compared to other teachers in the same licensure area and/or specific grade level(s) shall prevail. Length of service in a classified position shall not count for the purpose of length of
service for a licensed position. Total years of service to the district shall include non-continuous years of service. Being employed fewer than 160 days in a school year shall not constitute a year.

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

Points for training above the Bachelor’s Degree shall be determined as follows:

- MA or NBPTS Board Certification: 1 point
- MA + 30: 2 points
- Ed. Specialist: 3 points
- Doctorate: 4 points

Training points as determined by the above scale shall be added to the total experience points. Training points are not to be multiplied by experience.

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 working days within which to appeal his or her assignment of points to the superintendent whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect a teacher’s point total after the list is released.

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

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

Regulations to Guide Removal from Positions and Recall to Positions

This policy is used to determine who will maintain or recover a position, not which position or school. If two or more displaced persons are fully licensed and fully certified in the area of an open position, the greater points shall prevail. If points are equal, earliest date of entry shall prevail, as defined by letter of commitment, hire date, and time-stamped.

Full licensure in an open position shall prevail over greater points. (Five Year Standard License or a Three Year Initial License) and full certification prevails over greater points with a Provisional license.
In cases of less than full licensure, nearness to full licensure and full certification shall prevail when points are equal. In cases of less than full licensure, but within six hours of certification, nearness to certification shall prevail over points. In cases of equal points and equal nearness to full licensure, but within six hours of full certification, earliest date of entry shall prevail. Date of entry is defined as the date a letter commitment is signed and time-stamped.

Prior service in an unlicensed position shall not count as points toward a licensed position. Date of entry in an unlicensed position shall not count as date of entry for a licensed position. Date of entry in a licensed position shall be the determinant. Date of entry is defined as the date a letter of commitment is signed and time-stamped. Employees who serve in a position with full current training requirements but who are considered by accreditation standards as fully licensed by virtue of prior service shall be considered as fully certified under this policy.

Points for training above the Bachelor’s Degree are awarded only for employees who have completed at least two years including the current year. “Two years including the current school year” equates to one year of prior service in addition to the current school years’ experience. One point is awarded for an MA or National Board Certification, not one point for each.

A teacher whose certification does not fit an existing vacancy but whose training places him/her within (6) hours of such certification shall be given the option of accepting such a position, unless the position requires full certification for funding. To maintain such a position beyond one year, the teacher must remove the deficiencies and meet HQT requirements within that year.

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

Legal Reference: A.C.A. § 6-17-2407
Date Adopted: August 1986
Revised: June 18, 2009
Last Revised: June 21, 2012
### 3.5—LICENSED PERSONNEL CONTRACTS

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

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

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

#### Contracts
All employees will begin the new school year using the personnel policies from the past year, including all changes adopted prior to July 1 of the new contract year. All district policies are posted on the district’s website. An updated hard copy is also available at each building site.

#### Contract Status of Applicants
The District shall not employ a teacher or other certified staff member who is under current contract to another Arkansas district. The Personnel Office shall require the prospective employee to verify his/her contract status with current or most recent employer.

#### Fringe Benefits Eligibility
Employee benefits shall be provided for full-time contracted employees only. Full-time status shall be defined as daily employment of five or more hours and/or working a minimum of 160 days.

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

Date Adopted: June 15, 2017
Last Revised:
3.5.1—LICENSED PERSONNEL-PERSONNEL RECORDS

To ensure that an employee’s personnel file does not contain material that might be averse to the employee’s continued employment, promotion or advancement, or employment elsewhere, without the employee’s knowledge of such material, the employee shall be given the opportunity to sign any such material that is not directed to or does not originate with the employee. The signature shall merely signify that the employee has read the material to be filed. Should the employee decline to sign such material, that fact shall be noted and filed with the material in the employee’s personnel file. All rights for review, inspection, and updating of the employee’s personnel file shall also apply to the personnel folder maintained in Human Resources.

The employee shall have the right to answer immediately any material filed, and his written answer shall be review by the District Director of Human Resources and attached to the file copy.

Upon written request of the employee, he/she shall be given reasonably prompt access to the file, and shall be furnished a reproduction of any material contained in the file.
The confidential nature of this material will be honored at all times.

The custodian of personnel files shall protect confidentiality of all files in his/her custody by allowing only authorized persons’ access to the files. Persons authorized to examine personnel files are the respective employee, the custodian of the file, other supervisory personnel of the employee and the confidential support who work with the files.

An employee may add pertinent data to his/her personnel file at any time by contacting the District Director of Human Resources.

Adopted: August 1988
Revised: December 16, 2004
Revised: January 15, 2009
Last Revised: June 15, 2017
3.5.2—LICENSED PERSONNEL ASSIGNMENT OF STAFF

The North Little Rock School Board authorizes the superintendent to assign all personnel to their respective positions upon employment. Personnel may be assigned, reassigned, or transferred by the superintendent or designee.

Individuals accepting employment with the District agree to accept the position assigned by the Superintendent or designee.

Those employed under an Arkansas Department of Education (ADE) Additional Licensure Plan (ALP) agree that their continued employment in the District will be based on the employee’s progress toward completing the number of hours required by the licensure in the area of the original contract. Failure to complete the requirements of the ADE for the ALP in an employee’s contract will result in the non-renewal or termination of the contract.

Although the North Little Rock School District does not advocate the use of split classes in the elementary grades, these guidelines shall be followed if the need for split classes arises:

Students placed in split classes shall be those who are academically compatible. The recommended class size for split classes will be:

- Primary classes not to exceed twenty (20) students;
- Intermediate classes not to exceed twenty-three (23) students.

These limits may be exceeded only with the approval of the Superintendent or designee.

New students will not be assigned to a split class unless they are academically compatible with the make-up of the class and unless all other viable options of assignment have been exhausted. The principal first will seek teacher volunteers when making assignments to teach split classes.

The principal will not assign a first-year teacher to a split class unless all other options considered reasonable by the Superintendent or designee have been exhausted.

The principal will not assign a split class to a teacher two years in a row unless all other options considered reasonable by the Superintendent or designee.

Adopted: December 1995
Revised: April 26, 2005
Last Revised: June 15, 2017
3.5.3—LICENSED PERSONNEL TRANSFERS

Transfer of assignment may be granted by the Superintendent upon written request and a determination that the best interest of the District is served by the transfer. An annual waiting list of teachers who have requested transfers will be compiled and will remain active until October 1, of each school year.

An employee who desires a change in grade and/or subject assignment within a building should file a request with the principal. An employee who desires a transfer to another building may file a request for transfer at any time with the District. Requests should include the grade and/or subject to which the employee desires to be transferred, in order of preference. All such requests will be acknowledged by the human resource office. All qualified (holding or working toward certification in area of vacant position) employees who request consideration for an existing vacancy will be interviewed.

Transfer requests of teachers will be given priority consideration, prior to employment of outside applicants.

If a vacancy should occur during the school year, teachers expressing a desire to transfer may request an interview for that vacancy by following the provisions of Policy 3.1.5. Prior to the opening of school, each teacher will receive a notice of assignment for the school year. In the event the notice of assignment does not reflect that the request for a transfer has been granted, the staff member may request a conference through the human resources office. Employees may request ranking forms completed during interview and will be provided within five working days.

If a transfer request is filled after the beginning of the school year, and it is necessary that the accepting teacher remain in his or her position until the end of the semester or the end of the school year, then the transfer position will be filled temporarily for that period of time. Whether the teacher is transferred at the end of the semester or at the end of the school year will depend on the availability of a replacement, consideration being given to a smooth transition, and as little interruption as possible to the students involved.

Involuntary transfers may be effected only when vacancies cannot be filled by voluntary transfer requests. When involuntary transfers are effected for necessary reduction in a school’s staff due to reduced enrollments, such transfers will be made on the basis of years of service to the District. Those teachers in the affected building possessing the least amount of service and applicable certification will be transferred first.

The District will assist in moving the personal belongings, supplies, and equipment of an employee being transferred, if such assistance is requested. Nothing in the policies shall supersede the administration’s responsibility to ensure the schools within the District maintain a racially balanced staff as dictated by the federal court orders.

Adopted:   February 1990
Revised:   March 19, 2009
Last Revised:   June 15, 2017
3.5.4—LICENSED PERSONNEL RESIGNATIONS

Resignations offered by licensed personnel under contract will generally be accepted by the District when they are offered in a timely fashion and a suitable replacement is available.

A teacher who resigns during the school year shall provide the principal with a summary of work completed and of pupil progress to date. The teacher shall also furnish one week of classroom plans for the ensuing days to the principal.

Any employee who resigns shall furnish the supervisor with evidence of satisfactory completion of all records up to the date on which the resignation becomes effective. Final pay will be held until all reports have been made.

Adopted: AUGUST 1988
Last Revised: March 19, 2009
Last Revised: June 15, 2017
3.6—LICENSED PERSONNEL EMPLOYEE TRAINING/PROFESSIONAL DEVELOPMENT

All employees shall attend all local professional development training sessions as directed by a supervisor.

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

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

Each licensed employee shall receive a minimum of thirty-six (36) hours of PD annually to be fulfilled between June 1 and June 30. NLRSD licensed employee is required to receive sixty (60) hours of PD to fulfill their contract and 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 (60 for NLRSD) 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 professional development activities shall be improved student achievement and academic performance that results in individual, school-wide, and system-wide improvement designed to ensure that all students demonstrate proficiency on the state’s assessments. The PDP shall demonstrate scientifically research-based best practice, and shall be based on student achievement data and in alignment with applicable ADE Rules and/or Arkansas code.

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

Flexible professional development hours (flex hours) are those hours which an employee is allowed to substitute professional development activities, different than those offered by the District, but which still meet criteria of either the employee’s PGP or the school’s ACSIP. The District shall determine on an annual basis how many, if any, flex hours of professional development it will allow to be substituted for district scheduled professional development offerings. The determination may be made at an individual building, a grade, or by subject basis. The District administration and the building principal have the authority to require attendance at specific professional development activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex professional development hours. To the fullest extent possible, professional development activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the sixty (60) hour requirement shall equal one contract day. Hours of professional development earned by an employee that are in of the employee’s required hours, but are either not at the request of the District or not pre-approved by the building principal shall not be credited toward fulfilling the required number of contract days for that employee. Hours earned that count toward the required sixty (60) also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for professional development hours earned at the request of the District that necessitate the employee work more than the number of days required by their contract.

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

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

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

The following PD shall count toward a licensed employee's required PD hours to the extent the District's or school's PDP includes such training, is approved for flex hours, or is part of the employee's PGP and it provides him/her with knowledge and skills for teaching:
Students with intellectual disabilities, including Autism Spectrum Disorder;
Students with specific learning disorders, including dyslexia;
Culturally and linguistically diverse students;
Gifted students.

Beginning in the 2013-14 school-year and every fourth year thereafter, all mandated reporters and licensed personnel shall receive two (2) hours of PD related to child maltreatment required under A.C.A. § 6-61-133. For the purposes of this training, "mandated reporters" includes school social workers, psychologists, and nurses.
Beginning in school-year 2014-15 and every fourth year thereafter, teachers shall receive two (2) hours of PD designed to enhance their understanding of effective parental involvement strategies.

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

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

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

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

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

All licensed personnel shall receive training related to compliance with the District’s anti-bullying policies.

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

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

Teachers' PD shall meet the requirements prescribed under the Teacher Evaluation 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 ADE rules that deal with PD. Licensed personnel who meet the requirements of this paragraph, the associated statute, and ADE Rules shall be entitled to one (1) hour of PD for each hour of approved preparation.

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

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

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

District administrators as well as licensed personnel selected by the superintendent or building principal shall receive training on the appropriate use of restraint and seclusion in accordance with ADE’s Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings.

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

Approved PD activities may include:
- Conferences/workshops/institutes;
- Mentoring/peer coaching;
- Study groups/learning teams;
- National Board for Professional Teaching Standards Certification;
- Distance and online learning (including Arkansas IDEAS);
- Micro-credentialing approved by ADE;
- Internships;
- State/district/school programs;
- Approved college/university 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 involvement/academic planning and scholarship;
Building a collaborative learning community;
Student health and wellness; and
The Code of Ethics for Arkansas Educators.

Additional activities eligible for PD credit, as included in the PDP, and licensed employee's PGP, include:
School Fire Marshall program (A.C.A. § 6-10-110);
Tornado safety drills (A.C.A. § 6-10-121);
Statewide student assessments (A.C.A. § 6-15-2912);
Test security and confidentiality (A.C.A. § 6-15-2907);
Emergency plans and the Panic Button Alert System (A.C.A. § 6-15-1302);
TESS (A.C.A. § 6-17-2806);
Student discipline training (A.C.A. § 6-18-502);
Student Services Program (A.C.A. § 6-18-1004);
Training required by ADE under The Arkansas Educational Support and Accountability Act and fiscal and facilities distress statutes and rules; and
Annual active shooter drills (6-15-1303).9

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

1 If you have individuals employed as unlicensed teachers or administrators under a waiver, add “or are an unlicensed employee teaching under a waiver of licensure”.

2 The rules make July 1 through June 30 the default. Districts using those dates no longer need documentation of its choice. Districts can still choose June 1 through May 30, but that choice would have to be documented. The documentation may be noted by the selection chosen for this policy and also in the PDP required by A.C.A. § 6-17-704(c)(1).

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

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

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

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

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

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

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

Cross References: Policy 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION
Policy 4.37—EMERGENCY DRILLS

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04
ADE Rules Governing Professional Development
ADE Rules Governing the Arkansas Financial Accounting and Reporting System
and Annual Training Requirements
ADE Rules Governing Student Special Needs Funding
ADE 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. § 6-17-2806
A.C.A. § 6-17-2808
A.C.A. § 6-18-502(f)
A.C.A. § 6-18-514(f)
A.C.A. § 6-18-708
A.C.A. § 6-20-2204
A.C.A. § 6-20-2303 (15)
A.C.A. § 6-41-608
A.C.A. § 6-61-133

Date Adopted:
Last Revised: June 15, 2017
3.7—LICENSED PERSONNEL BUS DRIVER DRUG TESTING

Scope of Policy

Each person hired for a position that allows or requires the employee operate a school bus shall meet the following requirements:
The employee shall possess a current commercial vehicle driver’s license for driving a school bus;
Have undergone a physical examination, which shall include a drug test,\(^1\) by a licensed physician or advanced practice nurse within the past two years; and
A current valid certificate of school bus driver in service training.\(^2\)

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.\(^3\) The offer of employment is also conditioned upon the employee’s signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.\(^4\)

Methods of Testing

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

Definitions

“Safety sensitive function” includes:
All time spent inspecting, servicing, and/or preparing the vehicle;
All time spent driving the vehicle;
All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
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:
Is designed to carry more than ten (10) passengers;
Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
Is operated for the transportation of students from home to school, from school to home, or to and from school events.\(^5\)

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

Prohibitions

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;
No driver shall use alcohol while performing safety-sensitive functions;
No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
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;
No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
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;
No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

Testing for Cause

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

Refusal to Submit

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

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

Consequences for Violations

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

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

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

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

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

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

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

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.

Legal References:  
A.C.A. § 6-19-108  
A.C.A. § 6-19-119  
A.C.A. § 27-51-1504  
A.C.A. § 27-23-201 et seq.  
49 C.F.R. § 382.101 – 605  
49 C.F.R. § part 40  
49 C.F.R. § 390.5  
Arkansas Division of Academic Facilities and Transportation Rules Governing Maintenance and Operations of Arkansas Public School Buses and Physical Examinations of School Bus Drivers

Date Adopted:  
Last Revised:  June 15, 2017
3.8—LICENSED PERSONNEL SICK LEAVE

Definitions

“Employee” is a full-time employee of the District.

“Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee. The principal or supervisor has the discretion to approve or disapprove applications for sick leave for death in the family of persons outside the immediate family. Sometimes there are circumstances when propriety, respect, and courtesy require that staff members attend funerals of persons who are not family members. In such cases, at the discretion of the principal or supervisor, employees may attend such funeral if the absence will not exceed one-half day and arrangements can be made without the requirement of a substitute. No charge against leave time will be made if the absence is less than three hours.

“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.

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

“Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one (1) day of sick leave per contracted month, or major part thereof.

“Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.

“Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the teacher.

Shared Sick Leave—Employees of the district who are husband and wife can utility each other’s accumulated sick leave by jointly requesting it in writing.

Sick Leave

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

Act 1180 of 2015 requires that leave transferred from prior public school employment be used first. In addition, the leave must be included in the total count of accumulated sick leave if the district pays out unused sick leave upon retirement.
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.

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

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

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

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

Whenever a certified staff member is employed by this District from another district in the State of Arkansas without a break in service, said employee shall be granted credit by the District for any unused sick leave accumulated by said employee in the former school district but not to exceed a maximum of ninety (90) days. Said accumulated and unused sick leave credit shall be granted to the employee upon furnishing proof in writing thereof from the school district of former employment.

Whenever any employee shall re-enter the North Little Rock School District within three years, and without service in another district in the state, said employee shall be granted credit for any unused sick leave accumulated at the time of his/her leaving the District but not to exceed ninety (90) days.

The District shall provide sick leave for each employee in accordance with AR.Code 6-17-1304. One day of sick leave per contracted month or major part thereof. Those days will be credited as paid sick leave days at the beginning of each contracted year. Such leave shall be in force beginning with the first day of the employee's period of employment. Staff coming into the system during the academic school year will accumulate sick leave at the rate of one day for each month left in the contract year. Provided, if an employee resigns or leaves his/her position for any reason before the end of the school term, the District shall deduct from his paycheck full compensation for any days of sick leave used in excess of the number of days earned. An employee shall be entitled to
sick leave only for the reason of personal illness, including those contributed to by pregnancy, illness in his immediate family, or a death in the family. Sick leave may be taken on a half-day basis.

### Number of Sick Days Per Year

<table>
<thead>
<tr>
<th>Range</th>
<th>Days</th>
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<tbody>
<tr>
<td>190-199</td>
<td>10</td>
</tr>
<tr>
<td>200-239</td>
<td>11</td>
</tr>
<tr>
<td>240-245</td>
<td>12</td>
</tr>
</tbody>
</table>

A record of sick leave used and accumulated shall be established and maintained by the District for each employee. Sick leave that is unused by employees during each school year shall be accumulated in such employee's sick leave account at a rate granted according to the chart above or until 100 days have been accumulated.

An employee may use any number of accumulated plus current days.

When an employee, absent from work because of illness or pregnancy, again becomes physically able to assume the duties and responsibilities of employment, the employee shall at that time return to work. The school administration may require an absent employee to furnish a written statement from the attending physician attesting to the employee's physical inability to work. Where leave is taken because of the illness of an immediate member of the employee's family, the school administration may require the absent employee to furnish a written statement from the attending physician attesting to the necessity of the employee's absence from work because of the illness of the immediate member of the family.

The Board may require an examination by a doctor or clinic of its choosing to determine the physical and/or mental fitness of any employee if conditions warrant this action. The examination shall be at no expense of the employee.

When an employee is absent in excess of the number of sick leave days available stated in the individual’s contract, the full daily salary rate for the excess days missed shall be deducted. Such deductions shall be made on the pay check received by the employee for the period following the absences.

Teachers may be excused at the end of the student’s school day to meet doctor and dentist appointments for the teacher or members of the teacher's immediate family, if such immediate family members are too infirm or too young to keep the appointment alone and require the teacher's aide.

Frequent intermittent absences that result in changes in substitute teachers seriously affect the quality of instruction. It is, therefore, vital that it be within the discretion of the District Personnel Officer to examine cases of frequent absences.

When a teacher has been absent for ten days during a six-week period, whether or not the days are consecutive, cause may be given for a conference to determine the circumstances of such absences. It is the intention of this conference to determine the likelihood that the teacher's continued absences will disrupt the continuity of the instructional program. In those instances where the conference reveals that the absences are unlikely to continue on a long-term basis, the teacher will remain in his/ her teaching position. Should the circumstances seem to justify it, a statement of a doctor shall be required to substantiate the necessity of the absences and to predict the likelihood of a continuation of this pattern of absence.
In the event a teacher’s health is such as to cause the expectation of this pattern to continue, it is within the discretion of the District Personnel Officer to relieve the teacher of his/her assignment and to assign the teacher to a substitute role at the teacher's contracted salary.

It is within the discretion of the administration to place the teacher in the regular assignment when the health problem appears to have been eliminated and at such time in the term as to make for a smooth and logical transition, such as the end of a grade period or semester.

Failure of a teacher in such an assignment to be able, for health reasons, to respond to a call to substitute will result in a sick leave day being charged.

The principal shall develop and make known to the teachers in each building a definite procedure whereby a teacher shall make known the need for a substitute. If an unneeded substitute is provided for a teacher because of the teacher's failure to follow proper procedures, the substitute shall be allowed to fill the teacher's position for the day, and the teacher shall be charged with an absence with pay deduction for that day.

When an employee experiences health or other problems that force the employee to be absent for 120 consecutive work days, the District Personnel Officer shall review the factors involved, including the adequacy with which the duties are being discharged and the prospects for the problems being alleviated to allow the employee to return to duty.

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

Sick Leave and Family Medical Leave Act (FMLA) Leave

When 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:  June 1986
Revised:       February 16, 2006
Revised:       June 19, 2008
Revised:       May 17, 2012
Revised:       June 15, 2017
3.8.1—LICENSED PERSONNEL SICK LEAVE REDEMPTION

There will be two situations in which the district will redeem sick leave days from certified/licensed staff members.

At the end of each school year the district will redeem excess leave from any certified staff member who has at least five years’ continuous service with the district. Excess leave will be any amount of days a staff member has at the end of the year above the maximum amount allowed to be carried over, which is currently 100 days. Certified staff who have accumulated over 100 days of unused sick leave will be paid at a rate of the current cost of a certified/licensed substitute pay per day for all days above the 100-day limit.

When a certified/licensed staff member, with at least 15 years of service in the district, retires, the member will be paid at a rate of the current cost of a certified/licensed substitute pay per day for all unused sick leave days.

Board Adopted: March 16, 2006
Revised: May 15, 2014
Revised: June 15, 2017
3.9—LICENSED PERSONNEL SICK LEAVE BANK

A sick leave bank is established for the purpose of permitting employees, upon approval, to obtain sick leave in excess of accumulated and current sick leave, when the employee has exhausted all such leave. Only those employees who contribute to the sick leave bank during a given contract year shall be eligible to withdraw from the sick leave bank. A full-time employee of NLRSD shall be eligible for participation in the Sick Leave Bank upon completion of the enrollment process.

The Superintendent shall appoint a Sick Leave Bank Committee. That committee shall consist of six (6) members: three (3) teachers, two (2) classified employees (one must be a nurse) and one (1) principal.

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

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

Withdrawals

Eligibility: All full-time employees with three years of service with the North Little Rock School District shall be eligible for participation in the Sick Leave Bank upon completion of the enrollment process.

Enrollment: Eligible employee shall indicate their choice to enroll or decline membership in the Sick Leave Bank by indicating their preference on the form provided by the HR Department at the beginning of each school year. Membership is voluntary and withdrawal shall result in forfeiture of all days contributed.

Days used from the Sick Leave Bank are grants and do not require repayments.

The Committee may grant sick leave up to 120 days during applicant’s career with NLRSD for personal or family illness, disabilities or accidents (not including accidents for which the employee is receiving Workers’ Compensation), which cause the employee to be absent from work and when the employee has exhausted all accumulated and current sick leave. Sick leave days are to be granted in increments so that the disabled employee shall continue to receive payroll checks with as little delay as possible. The maximum increment will be thirty (30) days. The extensions of an increment will be granted only after a thorough review by the Sick Leave Bank Committee. The minimum increment is to be no fewer than three (3) days.

Employees must submit to the Chairman of the Sick Leave Bank Committee an application form and two (2) medical doctor statements of disability on appropriate North Little Rock School District forms. Forms and instructions are available in each building and on district intranet. The employee may submit application for sick leave bank relief when the employee’s sick leave falls to a balance of 10 days or less.

Contribution: The initial contribution to the bank will be made at the time of joining the bank and future contributions within a contract year will be based on need as agreed upon by the Sick Leave Bank Committee and the Board of Education. The yearly contribution will remain at the same rate unless a need arises. Any employee that receives day from the Sick Leave Bank must contribute one (1) day of their sick leave allowance at the beginning of the next school year to reestablish membership in the sick leave bank.

Rate of Contribution: The balance of sick leave days in the sick leave bank will be reported via district email and posted on the sick leave participation form each year. If the balance of sick leave days in the sick leave bank falls below 1000 days on or before July 1st of any school year, one sick leave day will be assessed from every member of the sick leave bank at the beginning of the next school year. If the balance of sick leave days in the bank remains above 1000 as of July 1 of any school year, one sick
leave day will be assessed from new sick leave bank members and any employee that received a day the previous year, only at the beginning of the following school year.

Types of Illness Covered: Catastrophic (excluding Worker’s Compensation or tort damage award) which causes an extended leave of absence from employment by the employee. Elective surgery and normal pregnancy are excluded from covered illnesses.

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

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

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

Sick leave days from the sick leave bank will not be granted under the following conditions:
Time between contracts
Incapacitated party becomes eligible for Social Security disability.
Incapacitated party accepts teacher retirement.
Incapacitated party returns to work.
Incapacitated party becomes eligible for long term disability.

Legal Reference: A.C.A. § 6-17-1208

Board Adopted: September 1991 Revised: February 2006
Revised: March 16, 2009
Revised: April 17, 2014
Revised: May 18, 2017
3.10—LICENSED PERSONNEL PLANNING TIME

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

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

The Arkansas Attorney General Opinion 2005-299 has declared that the teacher must be in control of the scheduling of this time. Therefore, any time scheduled by the District that conflicts with the teacher’s 200 minutes of weekly planning time (for any purpose) must be compensated at the teacher’s hourly rate of pay.

Legal Reference: A.C.A. § 6-17-114 (a)(d)

Date Adopted: May 17, 2012
**3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE**

**Personal Leave**

For the district to function efficiently and have the necessary personnel present to affect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year.

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:

a. Athletic or academic events related to the school district; and  
b. 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 or her supervisor at least twenty-four (24) hours prior to the time of the requested leave. The twenty-four-hour requirement may be waived by the supervisor when the supervisor deems it appropriate. Personal leave must be applied for through the principal twenty-four hours in advance, except in cases of emergency. These days cannot be used during the first two weeks or last two weeks of a school term except in the case of an emergency. Personal leave may not be taken the day before or the day after a holiday.

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 that is unused shall be accumulated up to a maximum of three days. Employees with 1-4 years of district experience will be allowed to have 2 current and 2 accumulative (if unused in previous year). Employees with 5 or more years of district experience will be allowed to have 2 current and 3 accumulative (if unused in previous year). Unused current personal leave at the end of the year shall be converted to sick leave for the following contract year.
**Professional Leave**

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

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

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

Legal Reference: A.C.A. § 6-17-211

Date Adopted: October 21, 2004
Last Revised: June 19, 2008
Revised: June 15, 2017
3.11.1—LICENSED PERSONNEL EXTENDED LEAVE WITHOUT PAY

It is recognized that such contingencies and situations may require employee absences beyond the days herein provided.

Therefore, it shall be the policy of the District to allow employees to request leaves of absence for personal reasons, with such requests including an explanation of the reason for the need for leave. Applications shall be made through the principal or supervisor to the Director of HR, with the principal or supervisor recommending approval or disapproval of the request.

The District Director of HR shall then approve or disapprove such requests and promptly notify the employee of the decision. Should the request be denied, the employee may appeal the decision to an appeal board consisting of five administrators (principals, supervisors, directors, and assistant superintendents) with the grievant selecting three and the District Director of HR selecting two members. (The decision of the appeal board in no way affects the right of the grievant to appeal the decision to the Board of Education.)

Absences granted under this section of the policy shall result in full deduction from pay for each day's absence.

Date Adopted: August 1993
Last Revised: June 15, 2017
3.12—LICENSED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS

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

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

It is the intention of the board of directors that district staff not stigmatize students whose parents or guardians are sex offenders while taking necessary steps to safeguard the school community and comply with state law. Each school’s administration should establish procedures so attention is not drawn to the accommodations necessary for registered sex offender parents or guardians. For example, if a sex offender parent will arrive for conferences at the same time as other parents, staff should escort additional parents to their student’s classroom, not just the sex offender parent. All principals, designees, and school employees who will or may have contact with the sex offender parents or guardians shall be required to keep confidential both the sex offender status and sex offender accommodations made for a parent.

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

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

Date Adopted: June 15, 2017
Last Revised:
3.13—LICENSED PERSONNEL PUBLIC OFFICE

An employee of the District who is elected to the Arkansas General Assembly or any elective or appointive public office (not legally constitutionally inconsistent with employment by a public-school district) 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/her absence.

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

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

Legal Reference: A.C.A. § 6-17-115

Date Adopted: June 1986
Last Revised: May 17, 2012
3.14—LICENSED PERSONNEL JURY DUTY

Employees are not subject to discharge, loss of sick leave, loss of vacation time or any other penalty due to absence from work for jury duty, upon giving reasonable notice to the District through the employee’s immediate supervisor.

The employee must present the original (not a copy) of the summons to jury duty to his or her supervisor in order to confirm the reason for the requested absence.

Legal Reference: A.C.A. § 16-31-106

Date Adopted: June 1986
Last Revised: June 15, 2017
3.15—LICENSED PERSONNEL LEAVE — INJURY FROM ASSAULT

Any teacher who, while in the course of their employment, is injured by an assault or other violent act; while intervening in a student fight; while restraining a student; or while protecting a student from harm, shall be granted a leave of absence for up to one (1) year from the date of the injury, with full pay.

A leave of absence granted under this policy shall not be charged to the teacher’s sick leave.

In order to obtain leave under this policy, the teacher must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the teacher to return to work, and written statements from witnesses (or other documentation as appropriate to a given incident) to prove that the incident occurred in the course of the teacher’s employment.

Legal Reference: A.C.A. § 6-17-1209

Date Adopted: January 1995
Last Revised: June 15, 2017
3.16—LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

Prekindergarten through sixth grade teachers shall be allotted the amount required by law to be used by the teacher in his/her classroom or for class activities. Principals will budget the required funds for teachers. Principals will keep appropriate annual accounting records for a minimum of 5 years for funds spent by teachers under this policy. For the purposes of this policy, pre-kindergarten through sixth grade teachers shall be allotted the greater of:

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

Teachers shall complete and have approved by the business office a purchase order for supplies which will then be purchased on the teacher’s behalf by the school and subtracted from the teacher’s total supply and material allocation. In rare situations, teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts if advanced permission to reimburse is obtained in writing from the business office. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property except to the extent they are used up or consumed or the purchased supplies and/or materials are intended/designed for use away from the school campus.

Reimbursement requests will be processed within 30 days of being submitted to the business office.

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

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

Date Adopted: June 15, 2017
3.17—INSULT OR ABUSE OF LICENSED PERSONNEL

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

1. Cause a breach of the peace;

2. Materially and substantially interfere with the operation of the school; and/or

3. Arouse the person to whom the language is addressed to anger, to the extent likely to cause imminent retaliation.

Legal Reference: A.C.A. § 6-17-106

Date Adopted: January 1995
Last Revised: June 15, 2017
3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

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

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

The Superintendent, or his 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. 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 or designee shall determine the needs of the district on a case-by-case basis and rule accordingly. 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: June 1986
Last Revised: December 16, 2004
Revised:
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.

In accordance with Act 1063 of 2017, by the beginning of the 2021-2022 school year all teachers employed in a teaching position that requires an elementary education (K-6) license or special education (K-12) license shall demonstrate proficiency in knowledge and practices of scientific reading instruction by completing both phases of a prescribed pathway. This includes any teacher employed in grades K-6 teaching English Language Arts, Math, Science or Social Studies. Other non-core academic areas in K-6 must show awareness in the Science of Reading (e.g., Art, Music, PE, Library Media, Counselor, Administrators). Teachers employed in a teaching position requiring a license other than elementary education (K-6) or special education (K-12) shall demonstrate an awareness in knowledge and practices of scientific reading instruction by completing either of the two prescribed pathways identified by ADE. This includes, but is not limited to: 7-12 Content Specific, Coaches, Library Media Specialists, Career and Technical Education, Counselors, and Administrators. All teachers who begin employment in the 2021-2022 school year and each school year thereafter shall demonstrate proficiency or awareness in knowledge and practices in scientific reading instruction as is applicable to their teaching position by completing the prescribed proficiency or awareness in knowledge and practices of the scientific reading instruction credential either as a condition of licensure or within one (1) year for teachers who are already licensed or employed as a teacher under a waiver from licensure.

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

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

Inquiries on nondiscrimination may be directed to The Human Resources Office who may be reached at 501-771-8017.

For further information on notice of non-discrimination or to file a complaint, visit http://wdcrrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm; for the address and phone number of the office that serves your area, or call 1-800-421-3481.
In accordance with Arkansas law, the North Little Rock School District provides a veteran preference to applicants who qualify for one of the following categories:
• a veteran without a service-connected disability;
• a veteran with a service-connected disability; and
• a deceased veteran’s spouse who is unmarried throughout the hiring process.

For purposes of this policy, “veteran” is defined as:
1. A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or
2. Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.

In order for an applicant to receive the veteran’s preference, the applicant must be a citizen and resident of Arkansas, be substantially equally qualified as other applicants and do all of the following:
1. Indicate on the employment application the category the applicant qualifies for;
2. Attach the following documentation, as applicable, to the employment application:
   a) Form DD-214 indicating honorable discharge;
   b) A letter dated within the last six months from the applicant’s command indicating years of service in the National Guard or Reserve Forces as well as the applicant’s current status;
   c) Marriage license;
   d) Death certificate;
   e) Disability letter from the Veteran’s Administration (in the case of an applicant with a service related disability).

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

Legal References:  
A.C.A. § 6-17-410
A.C.A. § 6-17-411
A.C.A. § 6-17-429
A.C.A. § 21-3-302
A.C.A. § 21-3-303
28 C.F.R. § 35.106
29 C.F.R. part 1635
34 C.F.R. § 100.6
34 C.F.R. § 104.8
34 C.F.R. § 106.9
34 C.F.R. § 108.9
34 C.F.R. § 110.25

Date Adopted: September 1992
Revised: November 1993
Revised: December 16, 2004
Revised: May 17, 2012
3.20—LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

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

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

The provisions of policy 7.12—EXPENSE REIMBURSEMENT is incorporated by reference into this policy.

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Adopted: February 1990
Revised: October 21, 2004
Last Revised: May 17, 2012
3.21—LICENSED PERSONNEL TOBACCO USE

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

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

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: August 1992
Last Revised: June 15, 2017
3.22—DRESS OF LICENSED EMPLOYEES

North Little Rock School District employees shall ensure that their dress and appearance are professional and appropriate to their positions.

Date Adopted: June 1986
Last Revised June 19, 2014
3.23—LICENSED PERSONNEL POLITICAL ACTIVITY

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

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

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

Date Adopted: June 1986
Last Revised: June 15, 2017
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 and/or salary payments of this district.

Definitions

Grievance: a claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this school district. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances.

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

1. More than one individual has interest in the matter; and
2. The group has a well-defined common interest in the facts and/or circumstances of the grievance; and
3. All individuals within the group are requesting the same relief.

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

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

Working day: Any weekday other than a holiday whether or not the employee under the provisions of his/her contract is scheduled to work or whether he or she is currently under contract.

Procedure

Informal: An employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within five working days of the occurrence or individual’s awareness of the grievance. The supervisor shall offer the employee an opportunity to have a witness or representative who is not a member of the employee’s immediate family present at his/her conference.

Level One: If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level One. To do this, the employee must complete the top half of the Level One Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have five working days to respond to the grievance using the bottom half of the Level One Grievance Form which he/she will submit to the building principal or, immediate supervisor.
Level Two: Upon receipt of a Level Two Grievance Form, the Superintendent/Executive Director of Human Resources will have five working days to schedule and hold a conference with the employee filing the grievance. The Superintendent/Executive Director of Human Resources 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 his/her conference. After the conference, the Superintendent/Executive Director of Human Resources will have five working days in which to deliver a written response to the grievance to the employee. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision. (Grievances of this nature may not progress beyond Level Two.)

Level Three/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 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 working days of his/her receipt of the Superintendent’s response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The Board of Directors will address the grievance at the next regular meeting of the School Board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the Superintendent’s reply, the board will hear the grievance, under district policy in accordance with A.C.A. 6-17-208. If the grievance is presented as a “group grievance,” the Board shall first determine if the composition of the group meets the definition of a “group grievance.” All parties have the right to representation by a person of their own choosing who is not a member of the employee’s immediate family at the appeal hearing before the Board of Director. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and employee and administration shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student’s testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, Board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. The Board will render a decision at the time of the meeting (unless unusual circumstances warrant a delay in the decision until the following regular Board meeting or an intervening special meeting). Any decision by the Board is final.

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.
2 It is suggested that you date stamp the request for a board hearing upon receipt.

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

Date Adopted: June 1998
Revised: January 20, 2005
Last Revised: December 22, 2015
3.25F—LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM

Name: ________________________________________________________

Date submitted to supervisor: ________________

Personnel Policy grievance is based upon:

Grievance (be specific):

What would resolve your grievance?

Supervisor’s Response

Date submitted to recipient: ________________

Date Adopted: December 22, 2015
Last Revised:
3.26—LICENSED PERSONNEL SEXUAL HARASSMENT

The North Little Rock School District is committed to having an academic and work environment in which all students and employees are treated 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 environment and will not be tolerated.

Believing that prevention is the best policy, the district will periodically inform students and employees about the nature of sexual harassment, the procedures for registering a complaint, and the possible redress that is available. The information will stress that the district does not tolerate sexual harassment and that students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences.

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 as defined in this policy. Any employee found, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination.

Sexual harassment refers to unwelcome sexual advances, requests for sexual favors, or other personally offensive verbal, visual, or physical conduct of a sexual nature made by someone under any of the following conditions:

- Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual’s education or employment;
- Submission to, or rejection of, such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; and/or
- Such conduct has the purpose or effect of substantially interfering with an individual’s academic or work performance or creates an intimidating, hostile, or offensive academic or work environment.

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

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

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of sexual harassment include, but are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity; intimidation by words, actions, insults, or name calling; teasing related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the individual self-identifies as homosexual; and spreading rumors related to a person’s alleged sexual activities.

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, administrator, or Title IX coordinator who will assist them in the complaint process. Under no circumstances shall an employee be required to first report allegations of
sexual harassment to a school contact person if that person is the individual who is accused of the harassment. To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.

Employees who file a complaint of sexual harassment will not be subject to retaliation or reprisal in any form.

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

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

**APPENDIX**

**Verbal Expressions That May Constitute Sexual Harassment**

propositions of a sexual nature
obscene or lewd sexual comments, jokes or suggestions
Unwelcome use of terms of endearment such as "honey," "sweetie," "doll," "babe," and "baby" that others may find offensive
whistling at someone or cat calls, making kissing sounds, howling or smacking lips
commenting on an employee’s body, clothing or sexual characteristics in a sexually suggestive manner
turning work discussions to sexual topics
telling sexual jokes or stories
asking about a person’s sexual behavior, sexual fantasies, preferences or history
comments filled with sexual innuendo and double meanings of a sexual nature
repeatedly asking for a date from a person who has expressed that he or she is not interested.
telling lies or spreading rumors about a person’s sex

**Conduct That May Constitute Sexual Harassment**

excessive and unwanted attention in the form of love letters, memoranda, notes, telephone calls or gifts
giving an unwanted massage around the neck or shoulders
unwanted touching of a person’s clothing, hair or body (i.e., hugging, kissing, patting, pinching, grabbing, fondling or stroking)
intentionally standing close to or brushing up against a person in a sexually suggestive manner
looking a person up and down in a sexually suggestive manner
making sexually suggestive facial expressions such as winking, throwing kisses, or licking lips
making sexual gestures with hands or through body movement (i.e., touching or rubbing oneself sexually around another person)
displaying nude or sexually suggestive pictures, cartoons or calendars on School District property

Legal References:
Title IX of the Education Amendments of 1972, 20 USC 1681, et seq.
Title VII of the Civil Rights Act of 1964, 42 USC 2000-e, et seq.
A.C.A. § 6-15-1005 (b) (1)

Date Adopted: April 2001
Last Revised: June 15, 2017
3.27—LICENSED PERSONNEL SUPERVISION OF STUDENTS

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

Date Adopted:  June 15, 2017
Last Revised:
The North Little Rock School District provides computers and/or computer Internet access for many employees to assist employees in performing work related tasks. Employees are advised that they enjoy no expectation of privacy in any aspect of their computer use, including email, and that under Arkansas law both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act. Consequently, no employee or student-related reprimands or other disciplinary communications should be made through email.

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

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

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: June 1998
Revised: May 21, 2009
Last Revised: June 15, 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 and state laws and regulations. Internet access is provided as an aid to employees to enable them to
better perform their job responsibilities. Under no circumstances shall an Employee’s use of the District’s
Internet access interfere with, or detract from, the performance of his/her job-related duties.

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

4. “Misuse of the District’s access to the Internet” includes, but is not limited to, the following:
using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing
community standards;
using abusive or profane language in private messages on the system; or using the system to harass, insult,
or verbally attack others;
posting anonymous messages on the system;
using encryption software other than when required by the employee’s job duties;
wasteful use of limited resources provided by the school including paper;
causing congestion of the network through lengthy downloads of files other than when required by the
employee’s job duties;
vandalizing data of another user;
obtaining or sending information that could be used to make destructive devices such as guns, weapons,
bombs, explosives, or fireworks;
gaining or attempting to gain unauthorized access to resources or files;
identifying oneself with another person’s name or password or using an account or password of another
user without proper authorization;
using the network for financial or commercial gain without district permission;
theft or vandalism of data, equipment, or intellectual property;
invading the privacy of individuals other than when required by the employee’s job duties;
using the Internet for any illegal activity, including computer hacking and copyright or intellectual property
law violations;
introducing a virus to, or otherwise improperly tampering with, the system;
degrading or disrupting equipment or system performance;
creating a web page or associating a web page with the school or school district without proper
authorization;
attempting to gain access or gaining access to student records, grades, or files of students not under their
jurisdiction;
providing access to the District’s Internet Access to unauthorized individuals;
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;
making unauthorized copies of computer software;
personal use of computers during instructional time; or
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: June 15, 2017
Last Revised:
3.29—LICENSED PERSONNEL SCHOOL CALENDAR

The superintendent shall present to the personnel policies committee (PPC) a school calendar which the board has adopted as a proposal. The superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals. The PPC shall have the time prescribed by law and/or policy in which to make any suggested changes before the board may vote to adopt the calendar.

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

The North Little Rock School District shall operate by the following calendar. (Insert your school calendar here.)

Note: A.C.A. § 6-17-201 which was amended by Act 1120 of 2003 requires that personnel policies include the annual calendar, holidays and non-instructional days, and designation of workdays. While we feel that this phrasing is redundant, to be in compliance with the Act be sure that the calendar spells out which days are holidays, non-instructional days, and work days.

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

Date Adopted: June 15, 2017
Last Revised:
District offices shall be closed during the following holidays each year: Independence Day - 1 day
Labor Day - 1 day Thanksgiving - 2 days Christmas - 2 days New Year's Day - 1 day
Martin Luther King, Jr.’s Birthday - 1 day Memorial Day - 1 day
Independence Day will be observed on July 4 unless it falls on a weekend. In this case, the day that is
observed nationally will be observed by the District.

Thanksgiving will be observed on Thanksgiving Day and the Friday following.

The two days at Christmas will include Christmas Eve and Christmas Day when these fall on work days.
On years when one or both of Christmas Eve and Christmas Day fall on the weekend, a determination will
be made as to which two days will be observed.

New Year's Day will be observed on January 1 except when this date falls on a weekend. In this case,
the national observance shall be the rule.

Dr. Martin Luther King, Jr.'s Birthday will be observed on the nationally recognized day for such
observance. (All District facilities will be closed.)

Memorial Day will be observed on the nationally recognized day for such observance.

Labor Day will be observed on the first Monday in September.

Date Adopted: April 1992
3.29.2—LICENSED PERSONNEL WORKING HOURS

Secondary teachers shall be on duty a total of 7 3/4 hours from time of arrival to time of departure, except when regularly scheduled building-level staff meetings (up to one per week) will require teachers to be on duty for eight hours. The scheduling of these staff meetings will be determined by the principal and respective Building Communications Committee. Elementary teachers shall be on duty a total of 7 and ½ hours from time of arrival to time of departure.

Teachers at the elementary and secondary level shall be provided a duty-free lunch period.

Date Adopted: February 1996
Last Revised: June 19, 2014
Last Revised: May 18, 2017
3.29.3—LICENSED PERSONNEL WORK SCHEDULES FOR INCLEMENT WEATHER

Weather conditions sometimes force the cancellation or alter the scheduling of school.

It is not possible to provide in advance alternative plans and procedures for students and employees to follow because of the varied circumstances of times and conditions that might arise.

Therefore, the Superintendent of Schools is charged with the responsibility of making such alternate plans, procedures, and schedules, as he may deem the conditions warrant, and to make these known through the broadcast and print media as timely as possible. He shall be guided by the safety and welfare of the students and staff.

Employees are expected to report as timely as possible unless the announcement of alternate scheduling carries a notice of alternate scheduling for employees.

Date Adopted: August 1986
3.30—PARENT-TEACHER COMMUNICATION

The North Little Rock School 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 (scheduled following the distribution of interim grades of the 1st and 3rd nine-week grading periods). 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 caregiving adult or adults in a student’s home to discuss the student’s academic progress unless the student has been placed in the custody of the Department of Human Services and the school has received a court order prohibiting parent or legal guardian participation in parent/teacher conferences. More frequent communication is required with the parent(s) or legal guardian(s) of students who are performing below grade level.

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

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


Date Adopted: November 16, 2006
Last Revised: May 17, 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. EAP program which is Guidance Resource.

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

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

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

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

Should an employee desire to provide the District with the results of a blood, breath or urine analysis, such results will be taken into account by the District only if the sample is provided within a time range that could provide meaningful results and only by a A Test testing agency. The District shall not request that the employee be tested, and the expense for such voluntary testing shall be borne by the employee.
Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at district expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker’s compensation benefits in accordance with policy 3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION.²

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his/her immediate supervisor within five (5) work days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately.

If the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day period.

Any employee so charged is subject to discipline, up to and including termination. However, the failure of an employee to notify his or her supervisor or the Superintendent of having been so charged shall result in that employee being recommended for termination by the Superintendent.

Any employee convicted of any criminal drug statute violation for an offense that occurred while at work or in the performance of official duties while off district property shall report the conviction within 5 calendar days to the superintendent. Within 10 days of receiving such notification, whether from the employee or any other source, the district shall notify federal granting agencies from which it receives funds of the conviction. Compliance with these requirements and prohibitions is mandatory and is a condition of employment.

Any employee convicted of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances, or of drug paraphernalia, shall be recommended for termination.

Any employee who must take prescription medication at the direction of the employee’s physician, and who is impaired by the prescription medication such that he/she cannot properly perform his/her duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his/her supervisor, will be sent home. The employee shall be given sick leave, if owed any. The District or employee will provide transportation for the employee, and the employee may not leave campus while operating any vehicle. It is the responsibility of the employee to contact his/her physician in order to adjust the medication, if possible, so that the employee may return to his/her job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he/she will, again, be sent home and given sick leave, if owed any. Should the employee attempt to return to work while impaired by prescription medication a third time the employee may be subject to discipline, up to and including a recommendation of termination.

Any employee who possesses, uses, distributes or is under the influence of a prescription medication obtained by a means other than his/her own current prescription shall be treated as though he was in possession, possession with intent to deliver, or under the influence, etc. of an illegal substance. An illegal drug or other substance is one which is (a) not legally obtainable; or (b) one which is legally obtainable, but which has been obtained illegally. The District may require an employee to provide proof from his/her
physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.

A report to the appropriate licensing agency shall be filed within seven (7) days of:
- A final disciplinary action taken against an employee resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances; or
- 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.

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

Legal References: 41 U.S.C. § 8101, 8103, and 8104
A.C.A. § 11-9-102
A.C.A. § 17-80-117

Date Adopted: January 1995
Last Revised: June 15, 2017
3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

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

Signature _________________________________________________

Date ___________________________
3.32 LICENSED PERSONNEL FAMILY MEDICAL LEAVE

FMLA leave offers job protection for what 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 Family Medical Leave Act provides up to 12 work weeks (or in some cases 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

Definitions:

**Eligible Employee**: is an employee who has been employed by the District for at least twelve months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

**FMLA**: is the Family Medical Leave Act.

**Health Care Provider**: is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices. It also includes any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

**Instructional Employee**: is a teacher whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include administrators, counselors, librarians, psychologists, or curriculum specialists who are included under the broader definition of “eligible employee” (to the extent the employee has been employed for 12 months).

**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 if 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 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.

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

Policy

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

Leave Eligibility

The District will grant up to twelve (12) weeks of leave in a year in accordance with the Family Medical Leave Act of 1993 (FMLA) as amended to its eligible employees for one or more of the following reasons:

Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;

Because of the placement of a son or daughter with the employee for adoption or foster care;

To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and

Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

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)

To care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury. (See Section Two)

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

A husband and wife who are both eligible employees employed by the District may not take more than a combined total of 12 weeks of FMLA leave for reasons 1, 2, 3 and 5.
Provisions Applicable to both Sections One and Two

District Notice to Employees

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

Designation Notice to Employee

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

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

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.

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 which apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee’s responsibility to submit his/her portion of the cost of the group health plan coverage to the district’s business office on or before it would be made by payroll deduction.

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

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

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

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

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

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 weeks during FMLA leave of their current status and intent to return to work.

Return to Previous Position

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

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

Provisions Applicable to Section One

Employee Notice to District

Foreseeable Leave:
When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the District with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may delay the FMLA coverage of such leave until 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 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 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, telegraph, fax, or other electronic means. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

**Medical Certification**
Second and Third Opinions: In any case where the District has reason to doubt the validity of the initial certification provided, the District may require, at its expense, the employee to obtain the opinion of a second health care provider designated or approved by the employer. If the second opinion differs from the first, the District may require, at its expense, the employee to obtain a third opinion from a health care provider agreed upon by both the District and the employee. The opinion of the third health care provider shall be considered final and be binding upon both the District and the employee.
Recertification: The District may request, either orally or in writing, the employee obtain a recertification in connection with the employee’s absence, at the employee’s expense, no more often than every thirty (30) days unless one or more of the following circumstances apply;

The original certification is for a period greater than 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 in fifteen (15) calendar days after the District’s request unless not practicable do so under the circumstances.

No second or third opinion on recertification may be required.

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

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

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

Workers Compensation: FMLA leave may run concurrently with a workers’ compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers’ compensation benefits and FMLA leave run concurrently, the employee will not be charged for any paid leave accrued by the employee. If the health care provider treating the employee for the workers’ compensation injury certifies the employee is able to return to a “light duty job,” but is unable to return to the employee’s same or equivalent job, the employee may decline the District’s offer of a “light duty job.” As a result, the employee may lose his/her workers’ compensation payments, but for the duration of the employee’s FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

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

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

Failure to Return to Work:
In the event that an employee is unable or fails to return to work, 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 their 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 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 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 for which the employee is qualified and which 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 for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.
If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave for reasons 3 or 4 above that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent 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 take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that 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 it shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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 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 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 the leave is of at least 3 weeks’ duration; and the return to employment would occur during the 3-week period before the end of the semester.

Leave less than 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 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 the leave is of greater than 2 weeks’ duration; and the return to employment would occur during the 2-week period before the end of the semester.

Leave less than 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 3 weeks prior to the end of the semester and the duration of the leave is greater than 5 working days, the District may require the employee to continue to take leave until the end of the semester.
SECTION TWO
FMLA LEAVE CONNECTED TO MILITARY SERVICE

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

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

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

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

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

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

Unforeseeable Leave:
When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, 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 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 5 week prior to end of the semester
If an eligible, instructional employee begins leave due to any qualifying exigency more than 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 the leave is of at least 3 weeks’ duration; and the return to employment would occur during the 3-week period before the end of the semester.

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

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

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

Outpatient Status: used in respect to a covered service member, means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

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

Serious Injury or Illness:
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 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 service member means a covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.

Year: for leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 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 26 weeks of leave during one 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 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 16 weeks during a 12-month period could only take a total of 10 weeks for reasons 1 through 4 in Section One and for any qualifying exigency. An eligible employee may not take more than 12 weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency regardless of how little leave the eligible employee may take to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury.
If husband and wife are both eligible employees employed by the District, the husband and wife are entitled to a combined total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a covered service member with a serious injury or illness as defined in this policy. A husband and wife who care for such a covered service member continues to be limited to a combined total of 12 weeks FMLA leave for reasons 1 through 3 in Section One and for any qualifying exigency during a year as defined in this policy. For example, a husband and wife who are both eligible employees and who care for such a covered service member for 16 weeks during a 12-month period could only take a combined total of 10 weeks for reasons 1 through 3 in Section One and for any qualifying exigency.

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

**Employee Notice to District**

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

If the need for FMLA leave is foreseeable less than 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 length of time that the employee should have provided notice and when the employee actually gave notice.

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

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

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

Intermittent or Reduced Schedule Leave
To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury shall provide the District with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave.

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

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which 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, 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 requiring the need for the leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent 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 take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that 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 it shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. 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 the required the need for the leave.

Leave taken by eligible instructional employees near the end of the academic 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 excess non-FMLA leave will not be considered excessive absenteeism.

Leave more than 5 weeks prior to end of the semester
If the eligible, instructional employee begins leave, for any qualifying exigency or to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury more than 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 the leave is of at least 3 weeks duration; and the return to employment would occur during the 3-week period before the end of the semester.

Leave less than 5 weeks prior to end of the semester
If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury during the period that commences 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 the leave is of greater than 2 weeks’ duration; and the return to employment would occur during the 2-week period before the end of the semester.

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

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

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

Date Adopted: June 1986
Revised: February 16, 2006
Revised: June 19, 2008
Last Revised: June 21, 2012
3.33—ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted:  
Last Revised: June 15, 2017
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.

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

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

Cross References: 4.47—POSSESSION AND USE OF CELL PHONES AND OTHER ELECTRONIC DEVICES
7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

Legal References: IRS Publication 15 B
A.C.A. § 27-51-1602
A.C.A. § 27-51-1609

Date Adopted: November 2001
Revised: May 17, 2012
Revised: June 19, 2014
Last Revised:
3.35—LICENSED PERSONNEL INSURANCE COVERAGE

The North Little Rock School District provides full-time licensed personnel benefits consisting of the following:

The North Little Rock School District shall provide a two-thousand-dollar yearly supplement to any licensed employee who is National Board Certified through the National Board for Professional Teaching Standards. The supplement will continue for the life of the certificate or until the employee resigns or leaves the district.

Adjustments shall be done upon receipt by the personnel office by December 31, of paperwork or computer notice completion. If not received by the above date, the additional certification will be recognized on the following year’s contract.

All employees are required to be members of the Social Security System. The District shall deduct the amount required from employee salaries.

All licensed personnel are required to become members of the Arkansas Teacher Retirement System either on a contributory or non-contributory basis.

The Board shall see the proper deductions are made from each contributory member’s salary at each payroll period and shall deposit those amounts with the Teacher Retirement System.

The District will pay a maximum of $239.78 per month for health insurance coverage for each full-time employee. Full-time status shall be defined by the Look-Back Measurement Method (See policy 7.23). The District will also pay for individual group life insurance coverage, for individual dental/vision insurance and for individual hospital indemnity coverage. Insurance premiums for any plans chosen by the employee in excess of those amounts will be paid by the employee. Any employee taking a policy at a lower premium would not be compensated for the difference.

Insurance premium increases will be the responsibility of individual employees and pay checks will be adjusted accordingly by the Business Office. Employees will be notified in advance about changes in premium payment amounts.

Insurance coverage for District employees shall include the state-sponsored insurance coverage plus local insurance programs recommended by the Fringe Benefit Committee and approved by the Superintendent of Schools and the Board of Education. The adopted benefits shall be outlined on the official salary schedule.

The Fringe Benefit Committee, consisting of six members appointed by the Superintendent of Schools, shall review and evaluate fringe benefit offerings. The committee shall meet at the request of the Superintendent of Schools or by request of a majority of the committee and shall make recommendations for adoption to the Superintendent of Schools and the Licensed Personnel Policy Committee.

The Board of Education shall maintain an insurance coverage that will repay an employee up to the maximum of $100 for the theft of personal property used in classroom instruction where the negligence of the teacher is not involved, provided that a proper inventory of such property is made on an annual basis.
All employees of the District are covered by worker’s compensation insurance.

Any money saved by the District due to adoption of a cafeteria plan administering insurance and fringe benefit deductions shall be used to fund the longevity retirement plan.

After funding the longevity retirement plan, all remaining money shall be placed in the salary fund.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: December 1991
Revised: August 17, 2006
Revised: February 20, 2014
Last Revised: March 17, 2015
3.36—LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL

For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act (A.C.A. §§ 6-17-1501 et seq.) and the Teacher Evaluation Support System (A.C.A. §§ 6-17-2801 et seq.). The Acts specifically are not made a part of this policy by this reference.

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

Legal Reference: A.C.A. § 6-17-201
A.C.A. §§ 6-17-1501 et seq.
A.C.A. §§ 6-17-2801 et seq.

Date Adopted: August 1986
Last Revised: June 15, 2017
3.37—ASSIGNMENT OF TEACHER AIDES

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: September 6, 2012
3.38—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

Teachers and other school employees who have witnessed, or are reliably informed that, a student has been a victim of bullying as defined in this policy, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the principal, or designee. The principal, or designee, shall be responsible for investigating the incident(s) to determine if disciplinary action is warranted.

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

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

A school principal, or designee, who receives a credible report or complaint of bullying shall promptly investigate the complaint or report and make a record of the investigation and any action taken as a result of the investigation.

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

Definitions:

“Attribute” means an actual or perceived personal characteristic including without limitation race, color, religion, ancestry, national origin, socioeconomic status, academic status, disability, gender, gender identity, physical appearance, health condition, or sexual orientation;

“Bullying” means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that may address an attribute of the other student, public school employee, or person with whom the other student or public school employee is associated and that causes or creates actual or reasonably foreseeable:
Physical harm to a public school employee or student or damage to the public school employee's or student's property;
Substantial interference with a student's education or with a public school employee's role in education;
A hostile educational environment for one (1) or more students or public school employees due to the severity, persistence, or pervasiveness of the act; or Substantial disruption of the orderly operation of the school or educational environment;

“Electronic act” means without limitation a communication or image transmitted by means of an electronic device, including without limitation a telephone, wireless phone or other wireless communications device, computer, or pager that results in the substantial disruption of the orderly operation of the school or educational environment.

Electronic acts of bullying are prohibited whether or not the electronic act originated on school property or with school equipment, if the electronic act is directed specifically at students or school personnel and maliciously intended for the purpose of disrupting school, and has a high likelihood of succeeding in that purpose;

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

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

Examples of “Bullying” may include but are not limited to a pattern of behavior involving one or more of the following:
Sarcastic comments “compliments” about another student’s personal appearance or actual or perceived attributes,
Pointed questions intended to embarrass or humiliate,
Mocking, taunting or belittling,
Non-verbal threats and/or intimidation such as “fronting” or “chesting” a person,
Demeaning humor relating to a student’s actual or perceived attributes,
Blackmail, extortion, demands for protection money or other involuntary donations or loans,
Blocking access to school property or facilities,
Deliberate physical contact or injury to person or property,
Stealing or hiding books or belongings,
Threats of harm to student(s), possessions, or others,
Sexual harassment, as governed by policy 3.26, is also a form of bullying, and/or
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: “You are so gay.” “Fag”, “Queer”).
Teasing or name calling related to physical or intellectual disabilities (Examples: Retarded)
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.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: April 26, 2018
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: June 15, 2017
Last Revised:
3.40—LICENSED PERSONNEL DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT

It is the statutory duty of licensed school district employees who have reasonable cause to suspect child abuse or maltreatment to directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by calling 1-800-482-5964. Failure to report suspected child abuse, maltreatment or neglect by calling the Hotline can lead to criminal prosecution and individual civil liability of the person who has this duty. Notification of local or state law enforcement does not satisfy the duty to report; only notification by means of the Child Abuse Hotline discharges this duty.

The duty to report suspected child abuse or maltreatment 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; 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, or to rule out such a belief. Employees and volunteers who call the Child Abuse Hotline 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 or maltreatment, or require that any person notify or seek permission from any person before making a report to the Child Abuse Hotline.

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

Date Adopted:  May 19, 2011
Last Revised:
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 15, 2017
Last Revised:
3.42—OBTAINING and RELEASING STUDENT'S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION

Obtaining Eligibility Information

A fundamental underpinning of the National School Lunch and School Breakfast Programs (Programs) is that in their implementation, there will be no physical segregation of, discrimination against, or overt identification of children who are eligible for the Program's 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
ADE Eligibility Manual for School Meals Revised July 2012
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 15, 2017
Last Revised:
3.43—DUTY OF LICENSED EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING

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

Legal Reference: A.C.A. § 6-17-401

Date Adopted: May 17, 2012
3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION

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

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

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

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

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

1. 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;
2. Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
3. Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

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

Legal References:  
Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE  
A.C.A. § 11-9-102  
A.C.A. § 11-9-508(d)(5)(A)  

Date Adopted:  June 15, 2017  
Last Revised:
3.45—LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS

Definitions

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

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

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

Policy

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

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

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

The Arkansas Department of Education Rules Governing the Code of Ethics for Arkansas Educators requires District staff to maintain a professional relationship with each student, both in and outside the classroom. The School Board of Directors encourages all staff to read and become familiar with the Rules. Conduct in violation of the Rules Governing the Code of Ethics for Arkansas Educators, including, but not limited to conduct relating to the inappropriate use of technology or online resources,
may be reported to the Professional License Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

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

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

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

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

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

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

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

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

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

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

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

In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee’s personal social media account, the district will not use this information to gain access to the employee’s social media account. However, disciplinary action may be taken against an employee in accord with other District policy for using district equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, another 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
RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS EDUCATORS

Date Adopted: June 15, 2017
Last Revised:
3.46—LICENSED PERSONNEL VACATIONS

All full-time twelve month employees shall be allowed vacation time with full pay at the rate of one (1) day per contracted month. Vacation eligibility shall begin with the first day of employment. The maximum number of days accrued shall be ten (10).

The vacation time earned for a school year must be taken by August 15th of the following calendar year (which would include two (2) summers). There shall be no accumulation of vacation time beyond this date.

Permission for vacation shall be obtained by submitting a request through the employer’s immediate supervisor to the superintendent.

The superintendent may deny an employee’s request for a vacation day if such absence would, in the superintendent’s opinion, be disruptive to the educational process.

In the event of extenuating circumstance, the superintendent may grant an exception to any of these policies.

Date Adopted: June 1986
Last Revised: April 16, 2015
Last Revised: May 18, 2017
3.47—DEPOSITING COLLECTED FUNDS

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit such funds they have collected daily into the appropriate accounts for which they have been collected. The Superintendent or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

Staff that use any funds collected in the course of their employment for personal purposes, or who deposit such funds in a personal account, may be subject to discipline up to and including termination.

Date Adopted: May 17, 2012
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 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

Only a North Little Rock School District employee may possess a pocket knife which for the purpose of this policy is defined as a knife that can be folded into a case and has a blade or blades of less than three (3) inches or less each. An employee may carry, for the purpose of self-defense, a small container of tear gas or mace which for the purpose of this policy is defined as having a capacity of 150cc or less.

Employees are expected to safeguard such items in such a way as to ensure they are not possessed by students. Such items are not to be used against students, parents or other school district employees.
Possession of weapons, knives or self-defense items that do not comply with the limits contained herein, the failure of an employee to safeguard such items, or the use of such items against students, parents or other school district employees may result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.
This policy does not include substitutes or temporary staff.

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

Date Adopted: February 20, 2014
Last Revised: June 15, 2017
3.49—TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM

Note and advisement: This policy is adopted by the Board of Directors in order to bring the District into compliance with ADE rules concerning student discipline, and to incorporate the provisions of A.C.A. § 6-18-511. However, teachers should be aware that federal law governing a student's Individual Education Program (IEP) or 504 plan, or status as an individual with a disability will supersede Arkansas law. In many cases, removing a student from a classroom due to behavioral problems, will violate a student's IEP, violate a student's 504 plan, or constitute discrimination against the student due to a disability that affects the student's ability to conform his or her behavior. Teachers have been successfully sued for IEP and 504 plan violations in other jurisdictions, and teachers need to understand that violating a student's rights is outside of the scope of his or her employment, and no insurance is available or provided by the school district for either legal defense or to pay a money judgment. Teachers who rely on this law and this policy to exclude a student with special needs or a disability are assuming a grave personal risk.¹

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:
Place the student into another appropriate classroom;
Place the student into in-school suspension;
Place the student into the District's alternative learning environment in accordance with Policy 5.26—ALTERNATIVE LEARNING ENVIRONMENTS;
Return the student to the class; or
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:
The principal or the principal's designee;
The teacher;
The school counselor;
The parents, guardians, or persons in loco parentis; and
The student, if appropriate.

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

Legal References: A.C.A. § 6-18-511
Arkansas Department of Education Guidelines for the Development, Review and Revision of School District Student Discipline and School Safety Policies
3.50—ADMINISTRATOR EVALUATOR CERTIFICATION

Continuing Administrators

The Superintendent or designee shall determine and notify in writing by August 31 of each year those currently employed administrators who will be responsible for conducting Teacher Excellence Support System (hereinafter TESS) summative evaluations who are not currently qualified to fulfill that role. All currently employed administrators so notified shall have until December 31 of the contract year to successfully complete all training and certification requirements for evaluators as set forth by the Arkansas Department of Education (ADE). It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, to fail to do so by December 31 of any contract year. No administrator may conduct a summative evaluation unless they have successfully completed all training and certification requirements for evaluators required by the ADE.

Newly Hired or Promoted Administrators

All newly hired or newly promoted administrators, as a term and condition of their acceptance of their contract of employment for their administrative position, are required to obtain and maintain evaluator certification for TESS on or before December 31 of the initial administrative contract year, unless they are explicitly excused from such a contractual requirement by board action at the time of the hire or promotion. It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any newly hired or newly promoted administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, to fail to do so by December 31 of any contract year. No administrator may conduct a summative evaluation unless they have successfully completed all training and certification requirements for evaluators required by the ADE.

Administrators who have previously held an administrative position and was unsuccessful in completing the TESS certification must complete TESS certification successfully and show proof before being considered for any administration position.

Legal Reference: Arkansas Department of Education Rules Governing The Teacher Excellence And Support System 4.07.2

Date Adopted: December 19, 2013
Last Revised:
3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES

“School Bus” is a motorized vehicle that meets the following requirements:
Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
Is operated for the transportation of students from home to school, from school to home, or to and from school events.¹

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.² 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: June 15, 2017
Last Revised:
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:
The employee, administrator, official, or agent;
Any family member of the District employee, administrator, official, or agent;
The employee, administrator, official, or agent’s partner; or
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:
Entertainment;
Hotel rooms;
Transportation;
Gifts;
Meals; or
Items of nominal value (e.g. calendar or coffee mug).\(^1\)

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.\(^2\)

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

\(^1\) Districts may set standards covering instances where the financial interest is not substantial and the gift is an unsolicited item of nominal value. If you do wish to set standards for these situations, delete this sentence and add a statement permitting such acceptance and the circumstances where it is acceptable.
The training provided should cover instances where there is doubt concerning the appropriateness of accepting gifts, favors, etc. the employee should be instructed to consider the following questions:

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

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

Legal References:
A.C.A. § 6-24-101 et seq.
Arkansas Department of Education Rules Governing the Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties
  Commissioner’s Memo FIN 09-036
  Commissioner’s Memo FIN-10-048
  Commissioner’s Memo FIN 15-074

2 C.F.R. § 200.318
  7 C.F.R. § 3016.36
  7 C.F.R. § 3019.42

Date Adopted: June 15, 2017
Last Revised:
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:  June 15, 2017
Last Revised:
3.54— PREPARATORY PERIOD AND/OR EXTRA DAILY STUDENTS

A fifth (5th) through twelfth (12th) grade teacher may voluntarily enter into an agreement with the District to teach:
An additional class in place of a planning period; and/or
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.

A fifth (5th) through twelfth (12th) grade teacher who enters into an agreement with the District shall receive compensation based on the teacher’s:
Hourly rate of pay for the loss of a planning period; and/or
Basic contract that is pro-rated for every additional student they teach over the maximum number of students permitted per day.

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

Neither the District nor the teacher are obligated to:
Enter into an agreement;
Renew an agreement; or
Continue an agreement past the semester in which the agreement is signed.

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

Legal Reference: A.C.A. § 6-17-812

Date Adopted: January 5, 2016
Last Revised
3.54F— PREPARATORY PERIOD AND/OR EXTRA DAILY STUDENTS
CONTRACT ADDENDUM

The North Little School District (and ________ (Teacher) enter into the following contract addendum:

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. District agrees to pay teacher as a lump sum to be paid as part of Teacher’s final check of the semester. This addendum between District and Teacher is in addition to and separate from any other contract between District and Teacher; 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 District and Teacher agree that this contract shall be effective for the current semester and that future semesters shall require District and Teacher to enter into a new contract.

Teacher’s Signature: ___________ Date: ______
Superintendent’s Signature: ___________ Date: ______
Board President’s Signature: ___________ Date: ______

Notes: 1 Insert the start and end dates of the contract.

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

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

3 A.C.A. § 6-17-812 requires that a teacher who volunteers to teach more than the maximum one hundred fifty (150) daily number of students must be paid for each student that the teacher has above the one hundred fifty (150) daily limit. In order to calculate the per student per day rate of pay:
Take the base contract salary and divide it by the number of days in the contract to determine the teacher’s daily rate of pay; and
Divide the teacher’s daily rate of pay by one hundred fifty (150) to find the per student per day rate.

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

\[(31,000/190) / 150= \$1.09\]

If Teacher agrees to teach ten (10) additional students per day over the one hundred fifty (150) daily limit, then the teachers 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.

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

Date Adopted: January 5, 2016
NLR.1—LICENSED PERSONNEL LONGEVITY RETIREMENT PAY

The District shall provide longevity pay to employees who have served the District fifteen years or more and retire under the Arkansas Teacher Retirement System or the Arkansas Public Employees Retirement System or make application for participation in the Teachers Deferred Retirement Option Plan (T-DROP) in accordance with Act 1096 of 1995 or APERS Deferred Retirement Option Plan (A-DROP) in accordance with Act 1052 of 1997. Longevity pay shall be calculated by multiplying the number of years’ service to the District times $150.00 for licensed employees that contract year. Employees who apply to participate in T-DROP/A-DROP will receive longevity at the end of that current year unless a written request to delay the longevity until their actual retirement is submitted to the personnel office.

Adopted: February 1990
Last Revised: November 21, 2002
Last Revised: June 15, 2017
NLR.2—LICENSED PERSONNEL TUITION REIMBURSEMENT

A certified non-probationary teacher with the North Little Rock School District is eligible to make application for financial reimbursement for advanced study according to the following conditions:

Priority will be the needs of the District to implement the Desegregation Plan including:

Assisting minority employees to gain certification in specialty areas such as gifted/talented education, counseling, and administration,

Certification in a critical area as defined by the Arkansas Department of Education and the North Little Rock School District, and

Advanced study. (including courses in other areas of certification)

The application form will require the normal personal and professional data. Tuition reimbursement will be granted to applicants whose applications have been received in the District Personnel Office according to the deadlines outlined in item 6 below, as long as total budgeted monies have not been expended. If requests for funds exceed budgeted appropriations, total years of service with the North Little Rock School District shall be the determining factor for granting tuition reimbursement. A joint committee of six appointed by the superintendent, at least three of whom must be classroom teachers, shall review application procedures and priorities before monies are disbursed.

The applicant, except non-degree vocational technical teacher, must hold the standard Bachelor's Degree and be certified by the Arkansas Department of Education.

Successful applicants will be granted reimbursement for actual tuition not to exceed the rate charged by the University of Arkansas system, for the course of study, provided a passing grade of "B" is earned and credit for the course is verified by an official transcript. Payment to the teacher will be made within thirty (30) days after the District has been provided with official transcripts and receipts for tuition payments.

Financial reimbursement may be granted for a maximum of six (6) credit hours earned during a twelve (12) month period.

Applications for reimbursement must be received in the District Personnel Office by October 1 for courses for the fall semester; February 1 for courses for the spring semester; and May 1 for courses to be taken during the summer terms. The committee will meet within two weeks following each application deadline.

The maximum total financial reimbursement granted in a contract year shall be equal to the annual rate of pay found at Range 1, Step 01 on the current Teacher/Administrator Salary Schedule. The Superintendent of Schools shall have the discretion of using not more three thousand six hundred fifty dollars ($3,650) for recruiting minority (new hires) in the application of the District Desegregation Plan.
Recipients of the tuition reimbursement under the Superintendent's $3650 recruitment incentive shall complete an application to be filed and reviewed by the committee. These recipients shall be subject to the other provisions of this policy.

The money shall be separated equally into three terms, fall, spring, and summer. If the money for one term has not been completely used, it shall be carried forward to the next term. However, money not utilized during the school year shall not be carried forward to the next school year.

Successful applicants will sign a non-interest bearing promissory note in favor of the North Little Rock School for the amount of the reimbursement granted, said to be canceled and of no effect at the conclusion of one (1) semester service (following the completion of the course of study) for each six (6) hours of credit with the District's financial aid. Failure on the part of the District to offer grantee a contract for periods sufficient to cause the note to be canceled shall cause the remaining balance of the note to be canceled. The balance of the note shall become due and payable if the grantee voluntarily fails to render service of sufficient length to cause cancellation of the note as described above.

Tuition reimbursement shall be used to pay tuition for completion of any course which qualifies for salary credit anywhere in the agreement.

Financial reimbursement will not be granted for more than the actual course cost less other type of tuition assistance.

An employee on leave shall not be awarded tuition reimbursement during the period he/she is on leave.

Date Adopted:  DECEMBER 1995
Revised: June 21, 2007
Revised: December 16, 2010
Last Revised: June 15, 2017
NLR.3—LICENSED PERSONNEL SIGN IN/OUT PROCEDURES

Teaching and support personnel shall indicate their presence at their place of duty by initialing the attendance roster upon arrival and departure. The posting of the time or the use of a time clock shall not be a part of this procedure.

Date Adopted: June 1986
Last Revised: June 15, 2017
NLR.4—LICENSED PERSONNEL STAFF WELLNESS POLICY

The North Little Rock School District (NLRSD) Administration and Board of Education recognize that in order to create a healthy school environment and a positive, supportive, workplace, it is essential to promote health among its staff.

**Liability**

Participation in wellness activities is voluntary; and therefore, the NLRSD is not liable for injuries sustain to employees during their participation in these activities. All employees shall be required to sign a “NLRSD Wellness Release of Liability Waiver Form” prior to participating in any employee wellness activity event that involves physical movement.

**Lactation Support**

It is the policy of the NLRSD to assist working mothers with transitioning back to work following the birth of a child by providing lactation support. All NLRSD departments and schools shall provide sanitary space that is private with adequate lighting seating and electrical outlets.

**Time** – The department/school may require the employee to use the regularly scheduled paid break time to express breast milk.

**Storage** – The employee will be responsible for clearly marking and storing her expressed breast milk. Storage is allowed in any refrigerator that the employee normally has access to.

**Healthy Food Options**

Meetings, Activities and Events: All meeting, activities and events (including meetings, catered events and community events) sponsored or supported by the NLRSD will always include options for healthy foods and beverages. The District’s guidelines will follow those of the GO-SLOW-WHOA campaign, which identifies “almost always,” “sometimes,” and “once in a while” foods.

At least 50% of food and beverages shall fall into the “Go” or “Slow” categories.

**Vending:** NLRSD departments and buildings shall made available healthy food and beverages in vending machines. The NLRSDS will provide a dietician-approved list of vending machine foods that fit the “Go” and “Slow” criteria.

At least 50% of items in machines shall fall into the “Go” or “Slow” categories.

No more than 25 percent of items in machines may fall in the “Whoa” category.

Drink machines displays shall feature either water or 100% fruit juice as advertisement.

**Concessions:** NLRSD-owned and/or operated concessions stands shall offer at least two “Go” food options and two “Go” beverage options on their menus. The following policy applies to both vending and concessions.

Healthy food options shall be clearly identified through GO-SLOW-WHOA signage.

Healthy food options shall be price either lower than or equal to unhealthful foods in all District-owned and/or operated facilities.

Healthy food options shall be displayed more prominently than other foods.

**Food Storage and Preparation:** Accommodations for food preparation and storage (e.g. sinks, refrigerators, microwaves) are encouraged to support employees in bringing healthy lunches and snacks to work.
Legal References:  
A.C.A. § 6-21-609 and Arkansas Act 8 of 2006  
Arkansas Act 1220 of 2003 and Act 201 of 2007  
Arkansas Department of Education Rules Governing Nutrition and Physical Activity Standards into Arkansas Public Schools  
The Patient Protection and Affordable Care Act (H.R. 3590) of 2010  

Date Adopted:  
December 20, 2012  

Last Revised:  
June 15, 2017
NLR.5—LICENSED PERSONNEL SOLICITATIONS

Commercial solicitation of employees or students during school hours by agents, solicitors, or salesmen is prohibited.

No employee is permitted to use his/her position in soliciting students or parents in any project which involves the expenditure of money for products, services, summer camps, etc., in which the employee will receive a financial gain.

Date Adopted: June 1986
Last Revised: January 20, 2005
NLR.6—LICENSED PERSONNEL GIFTS

Employees should tactfully discourage pupils, staff, or parents, either individually or as a group, from presenting gifts of value.

Date Adopted:  June 1986
Last Revised:  January 20, 2005
NLR.7—LICENSED PERSONNEL AUTHORITY

The Board recognizes its responsibility to give full support and assistance to teachers in regard to maintaining student discipline through the use of reasonable classroom management.

Teachers should handle minor infractions of rules and minor discipline problems through a set classroom procedure. The District Behavior Document will be used to record information about these minor infractions and discipline problems. A copy of the completed document should be sent to the principal or his/her designee and made available to the parent.

When a major infraction of rules occurs or when behavior escalates to an unacceptable level, the teacher will involve a building administrator in solving the problem. The District Disciplinary Referral form will be used by the teacher to record pertinent information.

If a major infraction occurs and teacher feels that the problem must be addressed immediately, the teacher will notify the administrator that the student is being sent to the office. As soon as possible after a major infraction occurs, the teacher will send a completed Disciplinary Referral form to the administrator.

Anytime a teacher completes a Disciplinary Referral form, he/she will retain the appropriate copy for his/her records.

The building administrator will determine appropriate disciplinary action based on any or all of the following data: information on the completed Disciplinary Referral form; any prior behavior records; input by the teacher; and actions previously taken.

After assessing a student’s problem and determining the disciplinary action, the building administrator will inform the teacher of the decision. A completed copy of the Disciplinary Referral form will be sent to the parent and the teacher after it is completed.

If it is known that a student is under court supervision, has been charged with or convicted of a violent crime, or is potentially dangerous, all staff involved with the student will be informed.

Adopted: January 1995
Revised: April 26, 2005
NLR.8—LICENSED PERSONNEL VOLUNTARY DECREASE IN LENGTH OF EMPLOYMENT CONTRACT APPLICATION FOR VOLUNTARY DECREASE IN LENGTH OF EMPLOYMENT CONTRACT

Name:                      Date:
Current Position:
Number of days of current contract:
Designated dates requesting to be removed from contract:
By making this application, I understand the following:

Approval of this application is not guaranteed, but is subject to approval by the North Little Rock School Board, and only upon recommendation of the Superintendent.

The number of days I may request to be removed from my contract is determined by the Superintendent, and I have reviewed that information on the district website or other current source of information.

Any days removed from my contract by the approval of this application shall result in a decrease in my salary by my daily rate of pay as determined by district policy, based on the number of days removed. Such a removal of working days from my contract also could result in a decrease in the number of sick leave days, in accordance with state law and/or district policy.

The dates which are removed from my contract by an approval of this application are determined by the Superintendent, and only those days so determined are eligible for removal. My obligation to work all remaining contracted days is unaffected. My salary will be determined by my placement on the district’s salary schedule, less those days approved for removal from my contract of employment

__________________________  ____________________________
Employee’s Signature        Supervisor’s Signature

__________________________
Superintendent’s Signature

Date Adopted: April 16, 2015