BEEBE SCHOOL DISTRICT

BOARD POLICIES

2019-2020

2019 - 2020

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BOARD GOVERNANCE AND OPERATIONS

1.1—LEGAL STATUS OF THE BOARD OF DIRECTORS

By the authority of Article 14 of the Arkansas Constitution, the General Assembly has provided that locally elected school boards will be responsible for the lawful operation and maintenance of its local schools.

While the Board has a broad range of powers and duties, its individual members only have authority when exercising their responsibilities in a legally convened meeting acting as a whole. The sole exception is when an individual member has been delegated authority to represent the Board for a specific, defined purpose. In matters such as personnel discipline, expulsions, and student suspensions initiated by the superintendent, the Board serves as a finder of fact, not unlike a jury. For this reason, the board should not be involved in, or, to the extent practicable, informed of the facts or allegations of such matters prior to a board hearing or those disciplinary matters in which the Board could become involved.

It is the policy of the Beebe School Board that its actions will be taken with due regard for its legal responsibilities and in the belief that its actions shall be in the best interests of its students and the District as a whole.

Legal Reference: A.C.A. § 6-13-620

Date Adopted: 08-14-06

Last Revised: 08-11-08

1.2—BOARD ORGANIZATION and VACANCIES

Election of Officers

The Board shall elect a president, vice president, secretary1, and legislative liaison2 at the regular June meeting. The rotation of officer seats will occur at the regular July meeting. Officers shall serve one-year terms and perform those duties as prescribed by policy of the Board. The Board shall also elect through a resolution passed by a majority vote one of its members to be the primary board disbursing officer and may designate one or more additional board members as alternate board disbursing officers.3 A copy of the resolution will be sent to the county treasurer and to the director of the Department of Finance and Administration.

When the position of an officer of the board becomes vacant, the officer's position shall be filled for the remainder of the year in the same manner as for the annual election of officers after the annual school election. Election of Board officers shall not occur except on a once per year basis or to fill an officer vacancy.[4]

Vacancies

A vacancy shall exist on the Board if a board member:

Moves his or her bona fide permanent residence outside the boundaries of the school district;
Fails to physically attend three (3) consecutive regular meetings of the school district board of directors;
Fails to physically attend six (6) regularly scheduled board meetings of the school board of directors in a calendar year;
Fails to receive the mandatory hours of training within the statutory time period;
Is convicted of a felony;
Is called to active military duty;
Has served a full-length term as a holdover and has not subsequently been elected to another term;[5]
Resigned from the school board of directors; or
Dies.

If credible evidence of a vacancy existing due to numbers 1 through 4 is presented to the president, vice president, or secretary of a school district board of directors, a majority of the members of the school district board of directors shall:

Vote on whether to appoint an independent investigator to investigate the credible evidence presented; and
Hold a hearing on the existence of a vacancy.[6]

A vacancy does not exist for numbers 2, 3, and 4 if the reason for the member's absences or failure to receive training is either:

Military service of the board member; or
Illness of the board member that is verified by a written sworn statement of the board member's attending physician.

If a vacancy occurs on the board of directors, provided at least a quorum of the Board remains, the Board has thirty (30) days in which to appoint a successor[7] to a vacated position on the Board. The successor must be registered to vote in the District and, if applicable, resides in the zone of the vacant position.[7] If less than a quorum of the Board remains or the Board fails to fill the vacancy within thirty (30) days of the vacancy, the position shall be filled by the county quorum court.

When a vacancy on the Board resulted from a board member's failure to receive the required training within the statutory time period, the board shall not appoint the individual who failed to receive the required training to fill the vacancy.

Except for a temporary vacancy due to military service, an individual appointed to fill a vacancy shall serve until the annual school election following the appointment. An individual appointed to fill a temporary vacancy due to military service shall serve until either the Board member who has been called to active military service returns and notifies the Board secretary of his/her desire to resume service on the Board or the Board member's term expires. If a Board member's term expires while the board member is on active military duty, the board member may run for re-election; if re-elected, the re-elected Board member's temporary vacancy shall be filled again in the manner prescribed in this policy.

The secretary of the school district board of directors shall notify the county clerk of an appointment to the school district board of directors within five (5) days of the appointment being made. The notice shall include the name of the appointed board member and the expiration date of his or her term.

An individual appointed to fill a vacancy must submit proof of having received the oath of office to the county clerk before the individual may assume any duties.

Notes: [1] While A.C.A. § 6-13-618 provides the option to elect an individual who is not a member of the board to serve as Secretary, we strongly advise against doing so because the position of secretary has several powerful statutory authorities, which include co-signing some documents and the calling of special board meetings. The board member elected as Secretary does NOT have to be the individual who also takes the minutes and, in fact, seldom is. If you choose to have a staff member be responsible for recording the minutes, which allows the board members to focus on the meeting rather than on taking notes, be sure to look at Policy 8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA.

[2] The legislative liaison position is not statutorily required but is requested by ASBA so each board has at least one individual selected to receive and respond to ASBA's legislative updates. A longer explanation and list of duties can be found in Policy 1.20—DUTIES OF THE LEGISLATIVE LIAISON. Your district could choose to make it part of another officer's duties rather than a separate office.

[3] You do not have to elect alternate disbursing officers, but ASBA strongly recommends you do so to avoid possible disruption of payroll and bill paying in the event that the district's disbursing officer is unavailable due to travel or illness, not re-elected, resigns from the board or dies. If you do choose to elect alternate disbursing officers change the first sentence in Policy 1.16 to reflect the allowance of signatures of alternate disbursing officers. If you choose to not have alternate disbursing officers delete that portion of the sentence in this policy. Among the considerations in choosing whether to have alternate disbursing officers is the question of how many possible signatories your district is comfortable having. At the same time, it needs to be considered whether you choose to have all signatures handwritten or if you will allow facsimile signatures. Facsimile signatures effectively negate the need for alternate disbursing officers.

Our recommended language for the resolution on the election of disbursing officers is: *The_____ School District Board of Directors resolves that _____ is our disbursing officer and (if applicable) ____ is our alternative disbursing officer.*

[4] This sentence is optional; there is no statutory restriction on how often the board can elect its officers. We have included it, however, because multiple elections in a year can be disruptive to a board.

[5] For a full explanation of holdovers see policy 1.19.

[6] The requirements for the hearing are set forth at A.C.A. § 6-13-611(b)(2) through (6).

[7] While the language requiring an individual to reside within the same zone as the vacant position in order to be appointed to a zoned position is a statutory requirement, you may remove the language requiring the individual to be appointed to reside in the same zone as the vacant position if all of your positions on the board are elected at large instead of zoned.

Cross References:
1.3—DUTIES OF THE PRESIDENT
1.4—DUTIES OF THE VICE-PRESIDENT
1.5—DUTIES OF THE SECRETARY
1.11—BOARD MEMBER TRAINING
1.16 —DUTIES OF BOARD DISBURSING OFFICER
1.19—BOARD MEMBER LENGTH OF TERM and HOLDOVERS
1.20—DUTIES OF THE LEGISLATIVE LIAISON

Legal References:
A.C.A. § 6-13-611
A.C.A. § 6-13-612
A.C.A. § 6-13-613
A.C.A. § 6-13-616

A.C.A. § 6-13-618
A.C.A. § 6-13-629

Date Adopted: 08-14-06

Last Revised: 07-11-2013, 7-14-2014, 6-8-2015, 7-10-2017, 8-20-2018, 2-10-20

1.3—DUTIES OF THE PRESIDENT

The duties of the president of the Board of Education shall include, but shall not be limited to:

Presiding at all meetings of the Board;

Calling special meetings of the Board;

Working with the Superintendent to develop Board meeting agendas;

Signing all official documents that require the signature of the chief officer of the Board of Education;

Appointing all committees of the Board and serving as ex-officio member of such committees; and

Performing such other duties as may be prescribed by law or action of the Board.

The president shall have the same right as other members to offer resolutions, make or second motions, discuss questions, and to vote.

Legal Reference: A.C.A. § 6-13-619 (a) (1)

Date Adopted: 08-14-06

Last Revised:

1.4—DUTIES OF THE VICE-PRESIDENT

The duties of the Vice President of the Board shall include:

□□□□Serving as presiding officer at all school board meetings from which the president is absent; and

□□□□ Performing such other duties as may be prescribed by action of the Board.

Date Adopted: 08-14-06

Last Revised:

1.5—DUTIES OF THE SECRETARY

The duties of the Secretary of the Board shall include:

Being responsible to see that a full and accurate record of the proceedings of the Board are permanently kept and shall;

Record in the minutes, the members present, by name, at the meeting including the time of any member's late arrival to, or early departure from, a meeting;

Record the outcome of all votes taken including the time at which the vote is taken.

Serving as presiding officer in the absence of the President and the Vice President;

Being responsible for official correspondence of the Board;

Signing all official documents that require the signature of the Secretary of the Board of Education;

Calling special meetings of the Board; and

Performing such other duties as may be prescribed by the Board.

Legal Reference: A.C.A. § 6-13-619 (a)(1)(b)

Date Adopted: 08-14-06

Last Revised: 07-11-2013

1.6—BOARD MEMBER VOTING

Establishment of a Quorum
A quorum of the Board is a majority of the membership of the Board. No vote or other board action may be taken unless there is a quorum present. Except as provided in Policy 1.6.1—ATTENDING MEETINGS REMOTELY[1] a Board member must be physically present at a meeting to be counted toward establishing a quorum or to be eligible to vote. A majority of the quorum voting affirmatively is necessary for the passage of any motion. A quorum must be physically present for a board to enter executive session.

Voting and failure to vote
Except as provided in Policy 1.6.1—ATTENDING MEETINGS REMOTELY[1], all Board members, including the President, shall vote on each motion, following a second[2] and discussion of that motion.

Failure of any Board member to vote, while physically present in the meeting room, shall be counted as a "no" vote, i.e., a vote against the motion.

Only those votes taken by the Board in open session are legally binding. No motion made or vote taken in executive session is legally binding, although a non-binding, unofficial and non-recorded vote may be taken in executive session to establish consensus or further discussion.

Abstentions from Voting
In order for a Board member to abstain from voting, he must declare a conflict and remove himself from the meeting room during the vote. A Board member who removes himself/herself from a meeting during a vote due to a conflict of interest shall not be considered present at the meeting for the purpose of establishing a quorum until the member returns to the meeting after the vote.

Notes: [1] A.C.A. § 6-13-619(d) permits a school board to adopt a policy to allow members to attend meetings remotely. If you do not wish to allow board members to attend meetings remotely, delete this exception and do not adopt Policy 1.6.1.

[2]There is no statutory requirement that a motion be seconded. If your Board so chooses, it could decide to dispense with the requirement for a second and amend the sentence accordingly.

Cross Reference: 1.6.1—ATTENDING MEETINGS REMOTELY

Legal Reference: A.C.A. § 6-13-619

Date Adopted: 08-14-06

Last Revised: 07-11-2013, 6-8-2015

1.6.1—ATTENDING MEETINGS REMOTELY

The Board of Directors permits members who would be otherwise unable to physically attend a board meeting to attend the meeting remotely. Except where prohibited by this policy, a board member who attends remotely shall have the same rights and privileges as if the board member were physically present. A board member who will be unable to physically attend a board meeting is responsible for notifying the superintendent at least one (1) hour prior to the scheduled meeting time that the member will be unable to physically attend the meeting and intends to attend remotely.[1]

The method used to permit members of the board of directors to attend remotely shall:

Provide a method for the president or secretary of the board of directors to verify the identity of the member(s) attending remotely;[2]

Allow the members of the Board physically present and members of the public to hear the member(s) attending remotely at all times; and

Allow the member(s) attending remotely to hear the members of the board of directors physically present at the meeting at all times and any public comment.

A board member attending remotely shall not:

Attend an executive session or closed hearing; or

Vote on an issue that is the subject of an executive session or closed hearing.

The Board minutes shall indicate if a board member is attending remotely and the method used to permit the member to attend remotely. If an executive session occurs during a meeting when a board member is attending remotely, the minutes will treat the board member attending remotely as though the member had left the room for any vote on a subject discussed in the executive session.

Up to three (3) times per calendar year, the board of directors may count a board member attending remotely for the purpose of establishing a quorum.[3] A board member attending remotely used to establish a quorum shall not be counted to determine if the board may enter executive session.[4]

Notes: This is an optional policy. Your board is not required to allow board members to attend remotely. If you decide not to adopt this policy, make sure that you remove the exception language indicated by footnote 1 in Policy 1.6.

[1] The statute does not require that the superintendent be notified prior to the start of the meeting that a board member intends to attend remotely. We recommend including a notification requirement so the superintendent can make sure the remote attendance system is properly set up. However, you may remove this sentence entirely or increase the amount of time prior to the start of the meeting that notice must be provided; if you increase the notification time, be sure that the amount of time selected does not make it virtually impossible for members to attend remotely.

[2] There are multiple methods a district can use that allow the verification of an attendee's identity. A couple suggestions would be Skype; Google Hangouts; or a call in service, if the call in password was only sent to the email address of the board member who will be attending remotely.

[3] The three (3) times when a remotely attending member may be counted towards a quorum is per board and not per each individual board member.

[4] A.C.A. § 6-13-619(c)(3) requires a quorum of the board be physically present for the board to enter executive session.

Legal Reference: A.C.A. § 6-13-619

Date Adopted: 6-8-2015

Last Revised:

1.7—POWERS AND DUTIES OF THE BOARD

The Beebe School Board of Education, operating in accordance with State and Federal laws, assumes its responsibilities for the operation of Beebe School District. The board shall concern itself primarily with the broad questions of policy as it exercises its legislative and judicial duties. The administrative functions of the District are delegated to the Superintendent who shall be responsible for the effective administration and supervision of the District.

Some of the duties of the Board include:

Performing the specific duties imposed upon the Board by the statutes in developing and adopting policies to

effect the vision, mission and directions of the District;

Understanding and abiding by the proper role of the Board of Directors through study and by obtaining the necessary training professional development;

Electing and employing a Superintendent and giving him/her the support needed to be able to effectively implement the Board's policies;

Conducting formal and informal evaluations of the Superintendent annually or no less often than prior to any contract extension;

Employing, upon recommendation of the administrative staff and by written contract, the staff necessary for the proper conduct of the schools;

Approving the selection of curriculum and seeing that all courses for study and educational content prescribed by the State Board or by law for all grades of schools are offered and taught;

Reviewing, adopting, and publishing the District's budget for the ensuing year;

Being responsible for providing sufficient facilities, grounds, and property and ensuring they are managed and maintained for the benefit of the district;

Monitoring District finances and receiving, reviewing, and approving each annual financial audit;

Understanding and overseeing District finances to ensure alignment with the District's academic and facility needs and goals;

Involving the members of the community in the district's decisions to the fullest extent practicable;

Striving to assure that all students are challenged and are given an equal educational opportunity;

Requiring and evaluating the reports of the Superintendent concerning the progress of the financial status of the schools;
Assisting in presenting to the public the needs and progress of the educational system.

Cooperating with other educational agencies in the continued improvement of the structure of Beebe School District;
Refraining, as an individual member, from commanding the services of any school employee;

Accepting the will of the majority vote in all cases and give wholehearted support to the resulting policy;

Visiting schools and classrooms when students are present no less than annually;

Setting an annual salary schedule; and

Being fiscally responsible to the District's patrons and maintaining the millage rate necessary to support the District's budget.

Legal References: A.C.A. § 6-13-620, 622

Date Adopted: 08-14-06

Last Revised: 7-13-2009

1.8—GOVERNANCE BY POLICY

The district shall operate within the legal frameworks of the State and Federal Constitutions, and appropriate statutes, regulations, and court decisions. The legal frameworks governing the district shall be augmented by policies adopted by the board of directors which shall serve to further define the operations of the district.

When necessitated by unforeseen circumstances, the Superintendent shall have the power to decide and take appropriate action for an area not covered by a policy of the Board. The Superintendent shall inform the members of the Board of such action. The Board shall then consider whether it is necessary to formulate and adopt a policy to cover such circumstances.

The official copy of the policy manual for the District shall be kept in the Superintendent's office. Copies of the manual within the District shall be kept current, but if a discrepancy occurs between manuals, the Superintendent's version shall be regarded as authoritative.

Administrative regulations shall be formulated to implement the intentions of the policies of the Board. Regulations may be highly specific. The Board shall review administrative regulations prior to their implementation.

Date Adopted: 08-14-06

Last Revised: 08-11-08

1.9—POLICY FORMULATION

The Board affirms through its policies and its policy adoption process, its belief that:

The schools belong to the people who create them by consent and support them by taxation;
The schools are only as strong as an informed citizenry and knowledgeable school staff allow them to be; and
The support is based on knowledge of, understanding about, and participation in the efforts of its public schools.

The following shall be the guidelines for policy adoption for the Beebe School District.

General Policies

Policies that are not personnel policies may be recommended by:

The Board or any member of the Board;
The Superintendent, Assistant Superintendent, any other administrator or employee of the District
Committee appointed by the Board; or
Any member of the public.

Policies adopted by the Board shall be within the legal framework of the State and Federal Constitutions, and appropriate statutes, rules, and court decisions.

Except for personnel policies, when reviewing a proposed policy, the Board may elect to adopt, amend, refer back to the person proposing the policy for further consideration, take it under advisement, reject it, or refuse to consider the proposal.

Licensed and Classified Personnel Policies

Personnel policies (including employee salary schedules) shall be created, amended, or deleted in accordance with State law:

(1) Board Proposals:

The Board may adopt a proposed personnel policy by a majority vote. Such policies may be proposed to the Board by a Board member or the Superintendent. The Board may choose to adopt the proposal, as a proposal only, by majority vote.

Following the adoption of a proposed personnel policy, the proposal must be presented to the appropriate Personnel Policy Committee (PPC). Such presentation shall be in writing, to all members of the Committee.

When the PPC has possessed the proposed personnel policy for a minimum of ten (10) working days from the date the PPC received the proposed policy (i.e., ten (10) workdays, not including weekends or state or national holidays), the Chairman of the PPC, or the Chairman's designee, shall be placed on the Board of Director's meeting agenda to make an oral presentation to the Board to address the proposed policy. Following the presentation, the Board may vote at the same meeting at which the proposal is made, or, in any case, no later than the next regular Board meeting to:

Adopt the Board's original proposed policy as a policy;
Adopt the PPC's counter proposed policy as a policy; or
Refer the PPC's counter proposed policy back to the PPC for further study and revision. Any such referral is subject to the same adoption process as a proposed policy originating from the board.

Personnel Policies Committee Proposals:

Either PPC may recommend changes in personnel policies to the Board. When making such a proposal, the Chairman of the PPC, or the Chairman's designee, shall be placed on the Board of Director's meeting agenda to make an oral presentation to the Board.

The Board may vote on the proposed policy at the same meeting at which the proposal is made, or, in any case, no later than the next regular Board meeting. In voting on a proposed policy from the Personnel Policies Committee, the Board may:

Adopt the proposal;
Reject the proposal; or
Refer the proposal back to the Personnel Policies Committee for further study and revision.

When the Board is revising the licensed and classified personnel salaries, the Board of Directors shall, as required by Arkansas law, review and approve by a written resolution any employee's salary increase of five percent (5%) or more for the employee.[1]

A copy of all personnel policies shall be signed by the president of the Board of Directors and kept in a central records location.

All personnel policies must be sent to the PPC for the minimum ten (10) days regardless of the intended effective date of the policy.

Effective date of policy changes:

All personnel policy changes enacted during one fiscal year will become effective on the first day of the following fiscal year, July 1. This specifically includes any changes made between May 1 and June 30 to ensure compliance with state or federal laws, state rules, or federal regulations or the Division of Elementary and Secondary Education Commissioner's Memos. In addition, changes to policies to maintain compliance with state rules federal regulations, or, rules, regulations, or Commissioner's Memos that are after June 30 but are adopted within ninety (90) days from the effective date of the legal change that created the need for the policy adoption shall become effective on the final date of adoption.

Changes made to personnel policies between May 1 and June 30 that are **not** made to ensure compliance with state rules or federal laws or federal regulations will take effect on July 1 of the same calendar year provided no later than five (5) working days after final board action, a notice of the change is sent to each affected employee by first class mail to the address on record in the personnel file.[2] The notice of the change must include:

The new or modified policy or policies provided in a form that clearly shows the additions underlined and the deletions stricken;
A statement that due to the change(s), the employee has the power to unilaterally rescind his/her contract for a period of thirty (30) days after the school board took final action on the policy (policies). The rescission must be in the form of a letter of resignation within the thirty (30) day period.

Except for policy changes to ensure compliance with changes in the law that are adopted within the ninety (90) day window, for a policy change to be made effective prior to July 1 of the following fiscal year, a vote must be taken of all licensed personnel or all classified personnel, as appropriate, with the vote conducted by the appropriate PPC.

If, by a majority vote, the affected personnel approve, the policy becomes effective as of the date of the vote, unless otherwise specified by the Board in requesting such vote. No staff vote taken prior to final board action will be considered effective to make a policy change.

All non-personnel policy changes may become effective upon the Board's approval of the change, unless the Board specifies a different date.

The District's personnel policy committees shall annually review the District's student discipline policies along with State and District discipline data. Based on the committees' annual review, the committees may recommend changes to such policies to the Board of Directors.[3]

Parents, students, and school district personnel, including teachers, shall be involved in the development of student discipline policies.[4]

Notes: [1] A.C.A. § 6-13-635) requires the resolution, but all of the Act's listing of reasons except one are statutorily required raises and most are paid by the state and not district funds. None-the -less, the resolution is required. We recommend the following language:

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

Therefore, the Beebe School District Board of Directors approves and resolves that the spread sheet including those explanations are a factual representation of the raises given for the 2014-2015 school-year.

[2] Districts should plan carefully to avoid accidentally triggering the late-adopted personnel policy right of rescission. School employees who take the opportunity to escape their contractual obligations and leave the school district would be very disruptive to staffing plans for the next school year. Salary schedules for the upcoming school year, in particular, should either need to be adopted prior to May 1, or after July 1 (and requiring a vote of the applicable staff to be effective) thus avoiding the right of rescission.

[3] This sentence is governed by Arkansas law. ASBA believes any PPC review of student discipline policies is to be initiated by the PPC. There is no district requirement to make sure it happens.

[4] ASBA believes this statutory requirement is an "umbrella" requirement for discipline policies in general rather than requiring EVERY discipline policy to go through a stakeholder committee pre-approval process. ASBA also believes input from such stakeholders is an important factor in improving discipline policies and gaining/keeping support for those policies.

Cross References: Policy 3.1—LICENSED PERSONNEL SALARY SCHEDULE;
Policy 8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

Legal References: A.C.A. § 6-13-619(c)
A.C.A. § 6-13-635
A.C.A. § 6-17-201 et seq.
A.C.A. § 6-17-2301 et seq.
A.C.A. § 6-18-502(b)(1)(2)

Date Adopted: 08-14-06

Last Revised: 07-13-2009, 4-8-2013, 6-8-2015, 6-17-19

1.10—ASSOCIATION MEMBERSHIPS

The Board shall be a member of the Arkansas School Boards Association and may be a member of the National School Boards Association and other organizations which, in the opinion of the Board, will be beneficial to the Board in carrying out its duties more effectively.

Legal Reference: A.C.A. § 6-13-107

Date Adopted: 08-14-06

Last Revised:

1.11—BOARD MEMBER TRAINING

Individuals who are elected to serve on the District's board of directors are required to receive annual training related to board service. Board members who are elected to serve an initial or non –continuous term shall obtain a minimum of nine (9) hours of training by December 31 of the year following their election and a minimum of six (6) hours of training by December 31 of each calendar year thereafter. The initial nine (9) hours of training a board member receives shall include:

Training on how to read and interpret an audit report; and

Information regarding school safety and student discipline for board members elected after January 1, 2019.

Board members who have served on the Board for twelve (12) or more consecutive months are required to obtain a minimum of six (6) hours of training by December 31 of each calendar year. Hours a board member obtains in excess of the required minimums may be carried forward through December 31 of the third (3rd) calendar year following the year in which the hours were earned.

A board member who has not previously received training on information regarding school safety and student discipline shall receive such training by no later than December 31, 2020.

The superintendent shall annually prepare a report of:

The hours of training each school board member received during the previous calendar year; and

Hours of training, if any, a board member carried forward from a previous year that were eligible to be counted by the board member towards the previous year.

The superintendent will present the report to the Board at the Board's regular January meeting. A board member who failed to receive or carry forward the required number of hours of training, as indicated by the report, shall:

Have thirty (30) days from the date of the January board meeting to complete the deficient hours of training; and

Not participate in official business, except for school board training, until the board member obtains the deficient hours of training.

A board member who fails to receive the deficient hours of training within the thirty (30) days provided shall be removed from the board in accordance with Policy 1.2—BOARD ORGANIZATION AND VACANCIES unless the failure to receive the required hours of training was due to the board member's military service or a serious medical condition as indicated by a written sworn statement from the board member's treating physician. A board member who provides the necessary documentation demonstrating that the failure to receive the required hours of training was due to military service or a serious illness shall have until December 31 of the current calendar year to receive both the hours of training for the current calendar year and those the board member failed to obtain during the previous calendar year.

The training shall be focused on topics relevant to school laws, school operations, and the powers, duties, and responsibilities of the members of the board of directors. The responsibilities include, but are not limited to: legal requirements; role differentiation;

financial management; improving student achievement; reading and interpreting an audit report; and the duties and responsibilities of the various levels of employees within the district as well as those of the board of directors; and information regarding school safety and student discipline.

The district is responsible for maintaining a record of the hours of training received by each board member. Board members shall make a concerted effort to submit documentation of training they have received to the superintendent or the superintendent's designee. In the absence of such documentation, the district shall attempt to obtain records of training received from training providers.

Such training may be obtained from an institution of higher learning, from instruction provided by the Division of Elementary and Secondary Education (DESE), the Arkansas School Boards Association, or from other providers approved by the DESE.

A statement regarding the number of hours of training received each preceding calendar year shall be:

Part of the district's comprehensive school plan and goals;

Published in the same way as other components of the comprehensive plan and goals are required to be published;

Part of the annual school performance report required to be submitted to, and published by the DESE.

Board members shall be reimbursed, from school funds, for expenses relating to such training and board members shall be paid a per diem stipend for days necessary to attend such training with the amount of such stipend to be determined by the Board in July of each year. [1]

Note: [1] This paragraph is optional.

Legal References: A.C.A. § 6-13-629
DESE Rules Governing Required Training for School Board Members

Date Adopted: 08-14-06

Last Revised: 7-18-2011, 7-10-2017, 6-17-2019

1.12—COMMITTEES

From time to time, in order to obtain and/or encourage public participation in the operation of the District, the Board may appoint committees, which may include members of the public, students, parents, and school employees, as well as members of the Board. The Board of Education alone has authority to act on any recommendation.

Any committee, which includes among its members a member of the School Board, shall operate according to the requirements of the Arkansas Freedom of Information Act.*[1]

Note: [1]These requirements include having to notify the press of the time and place of the meetings; allow the meetings to be open to the attendance of the general public; record the meetings; and retain the recordings of the meetings for a year.

Legal Reference: A.C.A. § 25-19-106

Date Adopted: 08-14-06

Last Revised: 06-4-2019

1.13—SUPERINTENDENT/ BOARD RELATIONSHIP

The Board's primary responsibility is to develop, working collaboratively with the community, a vision and mission for the District. The Board formulates and adopts policies to achieve that vision and elects a Superintendent to implement its policies. The Board and the Superintendent and the relationship between them set the tone for the district to follow. The relationship is enhanced when both parties understand their roles and carry them out in an ethical and professional manner working to develop a relationship of mutual trust and respect.

The Superintendent and staff are responsible for administering the Board's policies and will be held responsible for the effective administration and supervision of the District. The Superintendent is authorized to develop and implement administrative regulations to fulfill the Board's policies, provided such regulations are consistent with the intent of the Board's policies.

Date Adopted: 08-14-06

Last Revised:

1.14—MEETING AGENDA

The agenda guides the proceedings of the Board meeting. The Superintendent shall prepare the agenda with consultation from the Board President. Other members of the Board who desire to have an item placed on the monthly agenda may do so by contacting the Superintendent or, in writing, the Board President by the date established in this policy and the item will be duly considered for inclusion.

The chairman of the PPC, or the chairman's designee, shall be placed on the Board of Director's meeting agenda to make an oral presentation to the Board to address either a personnel policy proposed by the Board that the PPC committee has possessed for no less than 10 work days or a personnel policy that the PPC wishes to propose to the Board.

District patrons wishing to have an item placed on the Board meeting's agenda must submit their requests, in writing to the Superintendent[1], at least ten (10) [2] days prior to the meeting of the Board. The written request must be sufficiently descriptive to enable the Superintendent and Board President to fully understand and evaluate its appropriateness to be an agenda item. Such requests may be accepted, rejected, or referred back to the individual for further clarification.

The Superintendent shall notify the Board President of all written requests to be placed on the agenda along with the Superintendent's recommendation concerning the request. No item shall be placed on the agenda that would operate to prejudice the Board concerning a student or personnel matter that could come before the Board for disciplinary or employment considerations or that is in conflict with other District policy or law.

Patrons whose written request to be placed on the meeting's agenda has been accepted shall have no more than 10[2] minutes to present to the Board unless specifically granted additional time by a motion approved by a majority of the Board. The speaker shall limit his/her comments to the approved topic/issue or forfeit his/her right to address the Board. The members of the Board will listen to the patron's presentation, but shall not respond to the presenter during the meeting in which the presentation is made. The Board may choose to discuss the issue presented at a later meeting, but is under no obligation to do so.

The Superintendent shall be responsible for Board members receiving copies of the Agenda with all accompanying pertinent information at least 5 [3] days prior to the meeting.

This policy's advance notice requirements do not apply to special or called board meetings.

Notes: [1] You may choose to add additional individuals (such as the President of the Board) to whom requested agenda items may be given to.

[2] Select the amount of time you choose to allow the patron to speak before the board.

[3] Select the number of days that the Board and Superintendent agree to be necessary and doable.

Cross Reference: 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-13-619(a)(2)
A.C.A. § 6-17-205(c)

Date Adopted: Date Adopted: 08-14-06

Last Revised: May 9, 2011, 07-11-2013, 2-23-2016

1.14 (D) ---- SCHOOL BOARD MEETINGS

Regular Board Meetings:

The Board of Directors shall hold regular monthly meetings on the third (3rd) Monday of each calendar month at 6:30 p.m. The location for regular meetings will be announced in the newspaper and on the district's web page.
If for some reason the Board cannot meet on the second Monday of a particular month, another day of the same month will be selected.
Regular meetings of the School Board and all School Board committees, shall, except in emergency situations, be held at 6:30 p.m.
All regular meetings of the Board of Directors shall be open to the public.
The agenda for a regular School Board meeting is prepared by the superintendent the week prior to the scheduled meeting date.

Special Board Meetings:

Special meetings of the Board shall be called by the president or secretary or any three (3) members of the Board or when petitioned to do so by a petition in writing signed by fifty (50) electors in the district.
Special meetings of the School Board and School Board committees that deal with personnel or personnel policies, shall, except in emergency situations, be held after 5:00 p.m.
No business shall be transacted at any special meeting of the Board which does not come within the purpose or purposes set forth in the call for the meeting, unless all members of the Board are present and agree to the consideration of additional items.
In the event of emergency or special meetings, the person calling the meeting shall notify the representatives of the newspapers, radio stations, and television stations, if any, located in the county in which the meeting is to be held and any news media located elsewhere which cover regular meetings of the governing body and which have requested to be notified of emergency or special meetings of the time, place, and date of the meeting.

Executive Sessions:

The Board may go into executive (closed) session for the purpose of considering employment, appointment, promotion, demotion, disciplining, or resignation of any public officer or employee.
The specific purpose of the executive session shall be announced in public before going into executive session.
The Board may go into executive (closed) session when hearing an appeal of a student's expulsion if requested by the student's parent or guardian provided that after hearing all testimony and debate, the Board of Directors shall conclude the executive session and reconvene in public session to vote on such appeal.
No resolution, ordinance, rule, contract, regulation, or motion considered or arrived at in executive Session will be legal unless, following the executive session, the Board reconvenes in public session and presents and votes on the resolution, ordinance, rule, contract, regulation, or motion.

IV. Quorum:

A majority of a quorum voting affirmatively shall be required for the passage of any motion or resolution.

Any member who abstains from voting, but who remains in the room, shall be counted as having voted against the motion or resolution.
If a member announces a conflict of interest with regard to the issue, the member may leave the meeting until the voting on the issue is concluded, and the member who abstains from voting thereby shall not be counted as having voted.

For the purposes of this section, a quorum shall be a majority of the membership of the Board.

V. Minutes of Board Meeting:

Minutes of regular and special meetings of the Board shall be kept and filed in a permanent record. This record shall also contain a copy of all budgets of the District and all reports of the County Treasurer on the financial affairs of the District.
A copy of all minutes shall be available for inspection by any interested patron in the school administration building.

Legal Reference: A.C.A. § 6-13-619, 25-19-106,6-18-507, 6-17-1509, 6-17-1705

Date Adopted: 08-14-06

Last Revised: 7-9-2018

1.15—TORT IMMUNITY

The District, as well as its agents, officers, employees, and volunteers are immune from liability for negligence, pursuant to A.C.A. § 21-9-301. When allegations of negligence are raised, whether in litigation or not, the statutory grant of immunity will be asserted.

The School Board retains the right to settle claims for negligence, as authorized by A.C.A. § 21-9-301, but it shall do so only in the most extraordinary circumstances. If any claim is settled, the District and the School Board specifically do not waive immunity above the amount of the settlement, nor is that immunity waived for any other claim, at any time, regardless of whether it is similar in nature.

Date Adopted: 08-14-06

Last Revised:

1.16 —DUTIES OF BOARD DISBURSING OFFICER

The disbursing officer[1], along with the superintendent, shall be responsible for signing, manually or by facsimile, all warrants and checks other than those issued for food service and activity funds.[2]

In addition, the Disbursing Officer must pre-authorize the electronic transfer of funds. For non-recurring transactions, the authorization can be accomplished by a signed authorization or an email authorizing such a disbursement of funds.[3] For recurring transactions, the Disbursing Officer may provide a one-time, signed authorization.

Notes: [1] If you chose in Policy 1.2 to elect alternate disbursing officers insert "or alternate disbursing officers" here.

[2] A.C.A. § 6-13-701(g) delineates what constitutes "activity funds."

[3] Commissioner's Memo Com-12-036 suggests the use of email as a way to obtain pre-authorization for non-recurring transactions. You may add to or change this language to reflect district practice provided adequate internal control is maintained for such transactions.

Cross Reference: 7.20—ELECTRONIC FUND TRANSFERS

Cross Reference: 7.20 – ELECTRONIC FUND TRANSFERS

Legal Reference: A.C.A. § 6-13-618(c)

Date Adopted: 04-09-2012

Last Revised: 7-11-2016

1.17—NEPOTISM

DEFINITIONS:

Family or family member means:

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 acting or serving as an agent of the individual's spouse.

Initially employed means:

Employed in either an interim or permanent position for the first time or following a severance in employment with the school district;
A change in the terms and conditions of an existing contract, excluding;

I. Renewal of a teacher contract under A.C.A. § 6-17-1506;
Renewal of a noncertified employee's contract that is required by law; or
III. Movement of an employee on the salary schedule which does not require board action.

NEW HIRE OF SCHOOL BOARD MEMBER'S RELATIVE AS SCHOOL EMPLOYEE

The district shall not initially employ a present board member's family member for compensation in excess of $5,000 unless the district has received approval from the Commissioner of the Department of Education. The employment of a present board member's family member shall only be made in unusual and limited circumstances. The authority to make the determination of what qualifies as "unusual and limited circumstances" rests with the Commissioner of the Department of Education whose approval is required before the employment contract is effective, valid, or enforceable.

Initial employment for a sum of less than $5,000 per employment contract or, in the absence of an employment contract, calendar year does not come under the purview of this policy and is permitted.

The board member whose family member is proposed for an employment contract, regardless of the dollar amount of the contract, shall leave the meeting until the voting on the issue is concluded and the absent member shall not be counted as having voted.

EXCEPTION: SUBSTITUTES

Qualified family members of board members may be employed by the district as substitute teachers, substitute cafeteria workers, or substitute bus drivers for a period of time not to exceed thirty (30) days per fiscal year.[1]
A family member of a school board member having worked as a substitute for the district in the past does not "grandfather" the substitute. The thirty (30) day maximum limit is applied in all cases.

EXISTING EMPLOYEES WHO ARE FAMILY MEMBERS OF SCHOOL BOARD MEMBERS—RAISES, PROMOTIONS OR CHANGES IN COMPENSATION

Any change in the terms or conditions of an employment contract including length of contract, a promotion, or a change in the employment status of a present board member's family member that would result in an increase in compensation of more than $2,500, and that is not part of a state mandated salary increase for the employee in question, must be approved by the Commissioner of the Department of Education before such changes in the employment status is effective, valid, or enforceable.

QUALIFICATIONS FOR RUNNING FOR SCHOOL BOARD MEMBER UNCHANGED

The employment status of a citizen's family member does not affect that citizen's ability to run for, and, if elected, serve the school board provided he/she meets all other statutory eligibility requirements.

Note: 1 This paragraph is necessary if the district is to be eligible to hire any board member's family members as substitute employees. The board may choose to not allow such hiring. If they so choose, substitute the following sentence for the existing one:

Family members of board members shall not be employed by the district as substitute teachers, substitute cafeteria workers, or substitute bus drivers.

Legal Reference: A.C.A. § 6-24-102, 105

Date Adopted: 08-14-08

Last Revised: 6-8-2015, 2-23-2016

1.18—DISTRICT AUDITS

The District's annual audit serves as an important opportunity for the Board of Directors to review the fiscal operations and health of the district. As such, it is vital Board members receive sufficient explanation of each audit report to enable the members to understand the report's findings and help them better understand the District's fiscal operations.

The District shall have an audit conducted annually within the timelines prescribed by law. The audit shall be conducted by the Division of Legislative Audit or through the audit services of a private certified public accountant(s) approved by the Board.

The Board of Directors shall review each annual audit at the first regularly scheduled board meeting following the receipt of the audit if the District received the audit prior to ten (10) days before the regularly scheduled meeting. If the audit report is received less than ten (10) days prior to a regularly scheduled board meeting, the board may review the report at the next regularly scheduled board meeting following the ten (10) day period.

The Superintendent shall present sufficient supporting/background information relating to the report's findings and recommendations which will enable the Board of Directors to direct the Superintendent to take appropriate action in the form of a motion or motions relating to each finding and recommendation contained in the audit report. Actions to be taken will be in sufficient detail to enable the Board of Directors to monitor the District's progress in addressing substantial findings and recommendations and subsequently determine that they have been corrected. The minutes of the Board's meeting shall document the review of the audit's findings and recommendations along with any motions made by the Board or actions directed to be taken by the Superintendent or designee.

The Board of Directors is responsible for presenting the audit's findings each year to the public .[1]

Notes: [1] The Standards for Accreditation (3-B.2) requires a report to the public by October 15, does not expressly state that the report to the publc include the audits' findings. A.C.A. § 6-13-620(6)(F) requires the reporting of the audit's findings, but doesn't specify any date by which they must be reported. In other words, you MAY go over the audit report at you annual meeting, but it is not required.

Legal References: A.C.A. § 6-1-101(d)(1)(2)(3)
A.C.A. § 6-13-620(6)(F)

Date Adopted: May 9, 2011

Last Revised: June 26, 2018

1.19—BOARD MEMBER LENGTH OF TERM and HOLDOVERS

The District has five (5)[1] Board of Directors members. Each member is elected for a term of service of five (5)[2] years. Members may be re-elected to serve consecutive terms so long as the member continues to meet the eligibility requirements for board service.

A board member remains in office until the member's successor has been sworn into office. In the event a board member's term of office has expired and no one is elected to replace the member, or the individual elected fails to receive the oath of office within the time set in statute, the board member becomes a "holdover" and is treated as having been re-elected to office for another term; Board members may only serve one term as a holdover and may be re-elected to the board at the expiration of his/her term. Consequently, should no individual be elected to the position at the expiration of the holdover term, the position shall be declared to be vacant and filled in accordance with Policy 1.2—BOARD ORGANIZATION AND VACANCIES and Arkansas law. Board members not wishing to continue as a holdover may resign from office and the position is to be filled in accordance with Policy 1.2.

Notes: [1] Insert your district's number of board members. Except for a very few grandfathered exceptions, the number of board members is statutorily required to be either five (5) or seven (7) members; however, if the district has an average daily membership of twenty thousand (20,000) ir higher, then the district may have nine (9) board members.

[2] Insert the number of years a board member is elected to serve. The number of years must be between three (3) and five (5) years.

Cross Reference: Policy 1.2—BOARD ORGANIZATION AND VACANCIES

Legal References: A.C.A. § 6-13-608
A.C.A. § 6-13-611
A.C.A. § 6-13-616
A.C.A. § 6-13-617
A.C.A. § 6-13-630
A.C.A. § 6-13-631
A.C.A. § 6-13-634
Arkansas Attorney General Opinion 2003-319
Arkansas Attorney General Opinion 2015-112
Arkansas Constitution Article 19, Section 5

Date Adopted: 6-8-2015

Last Revised: 2-23-2016, 2-15-2018, 6-4-2019

1.20—DUTIES OF THE LEGISLATIVE LIAISON

The Board of Directors recognizes the needs of the District require the Board to take an active role in the legislative process as it relates to legislation affecting this district and public education in general. To aid the Board in this endeavor, the Board shall elect one of its members to hold the office of Legislative Liaison. The duties of the legislative liaison are to:

Be the primary contact person for legislative updates from the Arkansas School Boards Association (ASBA);[1]

Keep the other members of the Board up to date on legislative issues;

Make arrangements for the legislators whose representation zones cover the District to be contacted by either the liaison him/herself or by another board member on pending issues that would impact the District.

Notes: The legislative liaison position and this policy are not statutorily required but is requested by ASBA so each board has at least one individual selected to receive and respond to ASBA's legislative updates. Your district could choose to make it part of another officer's duties rather than a separate office.

[1] Multiple board members from a district may elect to receive legislative updates from ASBA but all legislative liaisons will automatically be added to the email list to receive legislative updates.

Cross Reference: 1.2—BOARD ORGANIZATION and VACANCIES

Date Adopted: 6-8-2015

Last Revised:

1.21—DATE OF ANNUAL SCHOOL BOARD ELECTION

The annual school board election for the Beebe School District shall be held on the[1]

Date of the preferential primary election in even-numbered years; and

Third Tuesday in May in odd-numbered years.

Individuals wishing to run for office in the election may begin circulating petitions to collect signatures ninety (90) days before the close of the party filing period under:[2]

A.C.A. § 7-7-203(c)(1)(B) for elections held concurrently with a preferential primary election for years when the office of President of the United States will appear on the ballot at the general election; or

A.C.A. § 7-7-203(c)(1)(A) for elections held concurrently with a preferential primary election for years in which the office of Governor will appear on the ballot at the general election and elections held in odd years.

Candidates may file their petition, affidavit of eligibility, and political practices pledge with the county clerk during the party filing period under:[3]

A.C.A. § 7-7-203(c)(1)(B) for elections held concurrently with a preferential primary election for years when the office of President of the United States will appear on the ballot at the general election;[2] or

A.C.A. § 7-7-203(c)(1)(A) for elections held concurrently with a preferential primary election for years in which the office of Governor will appear on the ballot at the general election and elections held in odd years.

A copy of this policy will be provided annually to the county at least one hundred (100) days before the day the candidate filing period opens.[4, 5]

Notes: [1] If you elected to hold your election in November, delete the two bullets and finish the sentence with:

First Tuesday following the first Monday in November.

[2] If you elected to hold your annual school board election in November, replace this paragraph and the two bullets with:

Individuals wishing to run for office in the election may begin circulating petitions ninety (90) days before August 1.

[3] If you elected to hold your election in November, replace this paragraph and the two bullets with:

Candidates may file their petition, affidavit of eligibility, and political practices pledge with the county clerk during a one-week period ending at 12:00 noon on August 1.

[4] A.C.A. § 6-14-102(a)(1)(B) requires that the county clerk be informed of the election timeline the district wishes to use but does not mandate a specific method for the

notification on an annual basis by providing the county clerk a copy of the district's policy at least one hundred (100) days before the start of the party filing period for elections held with the preferential primary election.

[5] If you plan to hold your election in November, replace this paragraph with:
A copy of this policy will be provided annually to the county clerk by no later than at least one hundred (100) days before the day the candidate-filing period opens for school elections held with the preferential primary election.

Legal References: A.C.A. 6-14-102
A.C.A. § 6-14-111
A.C.A. § 7-7-203

Date Adopted: 11-20-2017

Date Revised: 6-17-19

1.22—RECORDING OF BOARD MEETINGS

The District shall record[1] all meetings of the District's Board of Directors, including subcommittee meetings, except as follows:

Executive sessions of the Board of Directors;
Employee termination or non-renewal hearings that are closed to the public; and
Student disciplinary hearings that are closed to the public.

The District shall retain meeting recordings for one (1) year.

Note: [1] The recordings may be in audio only or video and audio both.

Cross References: 1.12—COMMITTEES
6.1—COMMUNICATION GOALS
7.15—RECORD RETENTION AND DESTRUCTION

Legal Reference: A.C.A. § 25-19-106

Date Adopted: 6-17-2019

Last Revised:

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ADMINISTRATION

2.1—DUTIES OF THE SUPERINTENDENT

The Superintendent, as the chief executive officer of the Board and the school system, shall be the administrative head of all departments in the District. The Superintendent shall be responsible to the Beebe School Board of Education for administering the school system according to the mandates of the laws, Division of Elementary and Secondary Education, other agencies of jurisdiction, and policies governing school operations. While the Superintendent may delegate his duties when and where necessary and appropriate, he/she shall be responsible to the Board for the results of those duties delegated.

The Superintendent shall be the Ex officio financial secretary as provided for in A.C.A. § 6-17-918(a).

Some of the Superintendent's duties include:

Implementing the policies of the Board;

Being responsible for the planning and implementation of an educational program in accordance with State and Federal requirements and the needs of the District;

Reporting to the Board concerning the status of the educational program, personnel, and operations, and making recommendations for improving instruction, activities, services, and facilities;

Acting as a liaison between the Board and school personnel;

Making recommendations to the Board concerning personnel employment, discipline, and termination;

Communicating the District's vision and mission to staff, students, parents, and the community;

Being responsible for the development of short- and long-term goals for the District;

Preparing and presenting an annual budget for the District to the Board for its consideration;

Administering the District's budget and regularly reporting to the Board on the financial condition of the District;

Attending and participating in all meetings of the Board except when his employment is being considered;

Preparing, in consultation with the Board President, the agenda for all Board meetings;

Being responsible for the planning and implementation of an effective personnel evaluation system that is aligned with the goals of the District; and

Maintaining a current knowledge of developments in curriculum and instruction, as well as pertinent legal changes, and advising the professional staff and Board of such information.

Date Adopted: 08-14-06
Last Revised: 06-04-2019

2.2—SUPERINTENDENT COMPENSATION

The Superintendent of Schools shall be appointed by the Board for a term of not more than three (3) years. The salary and employment benefits of the Superintendent shall be determined by the Board. This includes such benefits as insurance, transportation allowances, annual vacations, holidays, and any other entitlements as deemed appropriate.

Date Adopted: 08-14-06

Last Revised:

2.3—SUPERINTENDENT ATTENDANCE AT SCHOOL BOARD TRAINING CONFERENCES

The Beebe School District Board of Directors recognizes the District benefits from the superintendent and the members of the Board of Directors jointly attending school board member training conferences. The joint attendance provides an opportunity for the superintendent and members of the Board of Directors to develop their working relationship in a less formal setting and allows the superintendent and members of the Board of Directors to jointly build upon the training received. These benefits are even more evident when the superintendent is new to the District.

In recognition of these benefits, the Board of Directors authorizes the Beebe School District to cover the costs associated with the current superintendent or the individual who has a signed superintendent contract with the Beebe School District for the upcoming school year to jointly attend school board training conferences with the members of the Board of Directors.

Date Adopted: 8-20-2018

Last Revised:

2.3 (D) EVALUATION OF THE SUPERINTENDENT

The Superintendent will be evaluated annually in December by the School Board prior to the Superintendent's renewal in January. The purpose of the evaluation is to give the elected officials of the Beebe School District the opportunity to evaluate the administrative head of the school system. The School Board may use the attached evaluation instrument from the Arkansas School Boards' Association if they choose or they may use a different evaluation instrument of their choosing.

Date Adopted: 08-14-06

Last Revised: 02-10-20

EVALUATION OF SUPERINTENDENT

The purpose of this evaluation is to give you, the elected officials of the Beebe School District, an opportunity to evaluate the administrative head of the school system. This will enable him/her to become more aware of what his/her designated responsibilities are, and how you as a board member feel he/she is carrying them out.

Performance Scale:

Performs exceptionally well.
Performs adequately.
Improvement needed.

RELATIONS WITH THE BOARD

Keeps the board informed on issues, needs, and operation of the school system. _____
Offers professional advice to the board on items requiring board action, with appropriate recommendations based on study and analysis. _____
Interprets and executes the intent of board policy. _____
Seeks and accepts constructive criticism of her work. _____
Supports board policy and actions to the public and staff. _____
Suggestions for improvement:

_____

_____

_____

BUSINESS AND FINANCE

Keeps informed on needs of school program – plant, facilities, equipment, supplies, etc. _____
Supervises operations, insisting on competent and efficient performance. _____
Evaluates financial needs and makes recommendations for adequate financing. _____
Determines that funds are spent wisely, with adequate control and accounting. _____
Suggestions for improvement:

_____

_____

_____

STAFF AND PERSONNEL RELATIONSHIPS

Develops and executes sound personnel procedures and practices. _____
Develops good staff morale and loyalty to the organization. _____
Treats all personnel fairly, without favoritism or discrimination, while insisting on performance of duties. _____
Delegate authority and responsibility to staff members appropriate to position each holds. _____
Recruits and assigns the best available personnel. _____
Encourages participation of appropriate staff members and groups in planning, procedures, and policy interpretation. _____
Evaluates performance of staff members, giving commendation for good work as well as constructive suggestions for improvement. _____
Suggestions for improvement:

_____

_____

_____

EDUCATIONAL LEADERSHIP

Understands and keeps informed regarding all aspects of instructions program. _____
Maintains a sound philosophy of educational needs of all pupils. _____
Participates with staff, board, and community in studying and developing curriculum improvement. _____
Organizes a planned program of curriculum evaluation and improvement. _____
Provides democratic procedures in curriculum work, utilizing the abilities and talents of teachers, specialists, principals and central staff. _____
Delegates authority and supports the people with whom she works. _____
Is interested in professional organizations for school boards, administration and teachers. _____
Suggestions for improvement:

_____

_____

_____

COMMUNITY RELATIONSHIPS

Gains respect and support of the community on the conduct of the school operation. _____
Solicits and gives attention to problems and opinions of all groups and individuals. _____

Develops friendly and cooperative relationships with news media. _____
Participates actively in community life and affairs. _____
Achieves status as a community leader in public education. _____
Works effectively with public and private groups. _____
Suggestions for improvement:

_____

_____

_____

F. PERSONAL QUALITIES

Defends principles and convictions in the face of pressure and partisan influence. _____
Maintains high standards of ethics, honesty and integrity in all personal and professional matters. _____
Earns respect and standing among her professional colleagues. _____
Devotes her time and energy to her job. _____
Exercises good judgment in arriving at decisions. _____
Suggestions for improvement:

_____

_____

_____

I have reviewed this evaluation, conferred with the evaluator, and received a signed copy for my personal use.

☐ No Comment ☐ Comment AttachedDate of Conference _____

Superintendent's Signature: _____

Board President's Signature: _____

2.4 (D) EVALUATION OF ADMINISTRATORS

School Administrators will be evaluated annually by his/her immediate supervisor. The evaluation form used will be the District's Administrator Evaluation form.

Date Adopted: 08-14-06

Last Revised:

2.5 (D) PROMOTION AND TRANSFER OF ADMINISTRATIVE PERSONNEL

The Board of Education shall promote administrative personnel based upon the written recommendation of the Superintendent. Such recommendations and promotions shall not discriminate on the basis of race, sex, religion, national origin, handicap, age or similar personal distinction.

The Board of Education authorizes the Superintendent to assign and transfer employees to new positions as the needs of the District requires.

Date Adopted: 08-14-06

Last Revised:

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LICENSED PERSONNEL

3.1 -- LICENSED PERSONNEL SALARY SCHEDULE

State law requires each District to include its teacher salary schedule, including stipends and other material benefits, in its written personnel policies. In developing the salary schedule, the District will establish a normal base contract period for teachers. The District is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year licensed policies and salary schedule.

For the purposes of the salary schedule, a teacher will have worked a "year" if he/she works at least 160 days.[2]

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

Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to Central Office. The appropriate salary increase will be reflected in the next contract after documentation is delivered. All salary changes will be on a "go forward" basis, and no back pay will be awarded.

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

STAFF SUBSTITUTES

Principals or their designated representatives shall secure substitutes through an outsourced substitute agency. It shall be the responsibility of the principal and the teacher to ensure that the substitute teacher has the necessary instructions and materials to teach effectively, including textbooks, lesson plans, class rolls, schedules and an outline of local school procedures. Substitute teachers shall be paid eighty dollars ($80.00) per day. Substitutes who work for less than four (4) hours will be paid forty (40) dollars. Long-term substitutes working fifteen (15) consecutive days or longer for the same teacher, and who are licensed in the area he-she is serving will receive one-hundred dollars ($100.00) per day beginning Day 16. The Superintendent will be allowed to adjust the daily rates in unusual circumstances.

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

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

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

Therefore, the Beebe School District Board of Directors approves and resolves that the spread sheet including those explanations are a factual representation of the raises given for the **2013-2014** school-year.

Cross Reference: Policy 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-17-201, 202, 2403
A.C.A. § 6-20-2305(f)(4)
DESE Rules Governing School District Requirements for Personnel Policies, Salary Schedules, Minimum Salaries, and Documents Posted to District Websites

Date Adopted: 5-27-04—Interim Board

Last Revised: 7-13-2009, 5-9-2011, 5-14-2012, 4-8-2013, 2-19-2015, 4-14-2017, 12-16-2018, 6-4-2019

BEEBE PUBLIC SCHOOLS
2013-14 LICENSED SALARY SCHEDULE

AR	BSE	BSE+15	BSE+30	MSE	MSE+15	MSE+30
	0					
0	Exp. 37,250.00	38,330.00	39,410.00	40,490.00	41,570.00	42,650.00
1	37,825.00	38,905.00	39,985.00	41,065.00	42,145.00	43,225.00
2	38,400.00	39,480.00	40,560.00	41,640.00	42,720.00	43,800.00
3	38,975.00	40,055.00	41,135.00	42,215.00	43,295.00	44,375.00
4	39,550.00	40,630.00	41,710.00	42,790.00	43,870.00	44,950.00
5	40,125.00	41,205.00	42,285.00	43,365.00	44,445.00	45,525.00
6	40,700.00	41,780.00	42,860.00	43,940.00	45,020.00	46,100.00
7	41,275.00	42,355.00	43,435.00	44,515.00	45,595.00	46,675.00
8	41,850.00	42,930.00	44,010.00	45,090.00	46,170.00	47,250.00
9	42,425.00	43,505.00	44,585.00	45,665.00	46,745.00	47,825.00
10	43,000.00	44,080.00	45,160.00	46,240.00	47,320.00	48,400.00
11	43,575.00	44,655.00	45,735.00	46,815.00	47,895.00	48,975.00
12	44,150.00	45,230.00	46,310.00	47,390.00	48,470.00	49,550.00
13	44,725.00	45,805.00	46,885.00	47,965.00	49,045.00	50,125.00
14	45,300.00	46,380.00	47,460.00	48,540.00	49,620.00	50,700.00
15	45,875.00	46,955.00	48,035.00	49,115.00	50,195.00	51,275.00
16	46,450.00	47,530.00	48,610.00	49,690.00	50,770.00	51,850.00
17	47,025.00	48,105.00	49,185.00	50,265.00	51,345.00	52,425.00
18	47,600.00	48,680.00	49,760.00	50,840.00	51,920.00	53,000.00
19	48,175.00	49,255.00	50,335.00	51,415.00	52,495.00	53,575.00
20	48,750.00	49,830.00	50,910.00	51,990.00	53,070.00	54,150.00
21	49,325.00	50,405.00	51,485.00	52,565.00	53,645.00	54,725.00
22		50,980.00	52,060.00	53,140.00	54,220.00	55,300.00
23			52,635.00	53,715.00	54,795.00	55,875.00
24				54,290.00	55,370.00	56,450.00
25				54,865.00	55,945.00	57,025.00
26				55,440.00	56,520.00	57,600.00
27				56,015.00	57,095.00	58,175.00
28					57,670.00	58,750.00

proved by Beebe School Board **Contract days 192**

arold Davis 4/8/2013

esident of the School Board **Date**

Fringe Benefits

Health Match	**$150.00**
Dental	**$20.68**
Life	**$1.50**
STD	**$3.98**
LTD	**$0.0018**

2013-14 CONTRACTED EXTRACURRICULAR SALARY STIPENDS

POSITION	INDEX FOR EXTRA	STIPEND	DAYS CONTRACTED
ALE Director	1.1875	$2,100.00	
Athletic Student Services Coordinator	1.1875	$4,725.00	
Senior Football	1.1875	$4,725.00	
Senior Football, 1st Assistant	1.0781	$3,150.00	
Senior Football, 2nd Assistant	1.0781	$2,100.00	
Senior Head Basketball	1.1875	$4,725.00	
Senior Basketball Assistant	1.0781	$3,150.00	
Senior Boys Baseball	---	$2,100.00	
Senior Boys Baseball - Assistant	---	$1,050.00	
Senior Track	---	$1,575.00	
Senior Assistant Track	---	$790.00	
Senior Wrestling	---	$1,575.00	
Cross Country	1.0261	$1,575.00	
Girls Softball	---	$2,100.00	
Girls Softball Assistant	---	$1,050.00	
Senior Volleyball Head	1.0521	$2,100.00	
Senior Volleyball Assistant	1.0521	$1,050.00	
Junior Volleyball Head	1.0261	$1,575.00	
Junior Volleyball Assistant	1.0261	$790.00	
Junior High Football	1.0781	$2,520.00	
Junior High Football, 1st Assistant	1.0521	$1,680.00	
Junior High Football, 2nd Assistant	1.0521	$1,050.00	
Junior High Basketball	1.0781	$2,520.00	
Junior High Basketball Assistant	1.0521	$1,680.00	
Junior High Track	---	$1,050.00	
Junior High Track Assistant	---	$525.00	
7th Grade Athletics (Per sport)	---	$1,050.00	

Youth Basketball (PeeWee)		**$6,000.00**	

Senior High Band		**$3,990.00**	
	1.0781		
Junior High Band		**$2,940.00**	
	1.0521		
Jr/Sr Band Assistant		**$1,470.00**	
	1.0261		
Jr. High Choir		**$1,260.00**	

Middle School Choir		**$525.00**	

Sr. High Choir		**$840.00**	

Auditorium Manager		**$1,260.00**	

Tennis		**$1,575.00**	
	1.0261		
Tennis Assistant		**$790.00**	

Golf		**$1,575.00**	
	1.0261		
Bowling		**$525.00**	

Cheerleading/Dance-Sr. High Football or Basketball (per activity)		**$1,250.00**	

Cheerleading/Dance-Jr. High Football or Basketball (per activity)		**$1,000.00**	

National Professional Teaching Standards Certification		**$2,000.00**	

Shuttle Supervisor		**$1,000.00**	
Vocational Teachers		**5 days**	
	1.0261		
Agri Teachers		**12 months**	
	1.25		
Librarians		**5 days**	
	1.0261		
Elementary/Middle School Counselors		**10 days**	
	1.0521		
Jr. High/High School (9-10) Counselors		**20 days**	
	1.1042		
Sr. High (11-12) Counselor		**30 days**	
	1.1563		
Gifted & Talented Director		**15 days**	**1.0781**
Math/Reading Specialist		**30 days**	
	1.1563		
ABC Pre-K Director		**20 days**	
	1.1042		

Index Schedule (Additional days worked above regular teaching schedule-Index for extra days for 1 sport only)

1.0261	**Five (5) (197)**	**1.1302**	**Twenty-Five (25) (217)**
1.0521	**Ten (10) (202)**	**1.1563**	**Thirty (30) (222)**
~~**1.0781**~~	~~**Fifteen (15) (207)**~~	~~**1.1875**~~	~~**Thirty-Six (36) 11 mo (228)**~~
1.1042	**Twenty (20) (212)**	**1.25**	**Fifty (48) 12 mo (240)**

2012-13 SPONSORSHIP PAY SCHEDULE		
These stipends will be paid in two equal payments in December and June		
POSITION CONTRACTED	**INDEX FOR EXTRA STIPEND**	**DAYS**
Annual-Sr	**$1,200.00**	

Annual-K-6	**$500.00**	

Special Olympic Coordinator	**$1,000.00**	

Basketball Clock/Scoreboard Operators	**$700.00**	

Basketball PA Operator	**$700.00**	

Football PA Operator	**$300.00**	

Basketball Sound Tech	**$700.00**	

Grade Level Chair	**$1,000.00**	

District Mentors	**$250.00**	

Pathwise Mentors	**$1,200.00**	

Pathwise Mentors Non Traditional	**$1,400.00**	
District Student APSCN Coordinator	**$2,000.00**	
Educational Specialist Degree	**$1,500.00**	
Administrative Mentor	**$400.00**	
E-Campus Instructors	**$1,500.00**	
These stipends will be paid in one payment in June		
CDL License	**$100.00**	

Parental Involvement	**$100.00**	

Professional Development Stipend 90+ hours (December-June depending on when earned)	**$500.00**	
Certified Instructional Hourly Rate	**$15.00 to $50.00**	
Auditorium Lights/Sound Hourly Rate	**$15.00**	
Clock/Score Board Operator Hourly Rate	**$10.00**	
Bus Driver Workshops (4 Hour yearly workshop) paid if not on contract day of workshop	**$30.00**	
Energy Specialist (Paid in 12 payments)	**$16,000.00 ($1,333.33 ea)**	
Web Master (Paid in 12 Payments)	**$5,000.00**	

2012-13 SPONSORSHIP PAY SCHEDULE FOR CLUBS/ORGANIZATIONS NOT LISTED ABOVE
For after school hours pay will be $7.50 per hour not to exceed $52.50 per day.
For Saturdays and holidays pay will be $8.50 per hour not to exceed $59.50 per day.
Any overnight requirement will be an additional $25 for each night.
All club and organization sponsors will receive a minimum of $50.00 in addition to any other sponsorship pay.

The maximum amount a person may receive for extra curricular sponsorship during a school year (July 1-June 30) is $1,500.00.
All time submitted for pay must be approved by the building principal prior to the activity.
***** Timesheets for these extracurricular activities will be paid in December and June.**

BEEBE PUBLIC SCHOOLS
ADMINISTRATIVE SALARY SCHEDULE

PRINCIPALS/CENTRAL OFFICE

TSS X 1.2916 Index = 248 Days
TSS X 1.2760 Index = 245 Days
TSS X 1.2500 Index = 240 Days
Out of District Administrative Experience $200/Year-Maximum 5 Years
In District Administrative Experience $400/Year/Full FTE
Building Enrollment Previous Year 3rd Quarter Rounded to 25
Multiplier .50 X Enrollment X 9 Months
Building Adder
Other Adders

ADDERS:

Master Principal	**$2,000**
Specialist Degree	**$1,500**
Doctorate	**$3,000**

Additional Assignments – if assignment is not included in position.

Category A = $1,000 (I.e.-Test Coordinator, Vocational Director, Middle School Shuttle, etc.)
Category B = $500 (I.e.-Homeless, ESL, Minority Recruitment, etc.)

BUILDING STIPEND ADDERS:

Elementary School	**$2,000 (K-4)**
Middle School	**$3,500**
Junior High School	**$5,000**
High School	**$7,500**
Assistant Superintendent	**$10,000**
Program Director	**$5,000**

ASSISTANT PRINCIPAL

TSS X 1.1042 Index = 212 Days
TSS X 1.1875 Index = 228 Days
TSS X 1.2500 Index = 240 Days
Out of District Administrative Experience $100/Year Maximum 5 Years
In District Administrative Experience $200/Year/Full FTE

Building Enrollment Previous Year 3rd Quarter Rounded to 25
Multiplier .25 X Enrollment X 9 Months
Building Adder = 50%
Other Adders Same

ASSISTANT SUPERINTENDENTS
District Enrollment Multiplier
District Enrollment Previous Year 3rd Quarter X .15 X 12 months

DIRECTOR
District Enrollment Multiplier
District Enrollment Previous Year 3rd Quarter X .10 X 12 months

Approved by the Beebe School Board on _____*Harold Davis*_____
April 8, 2013 **President**

3.2—LICENSED PERSONNEL EVALUATIONS

Definitions

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

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

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

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

Teachers

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

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

Teachers will be evaluated under the schedule and provisions required by TESS. All teachers, other than novice teachers, will have a summative evaluation over all domains and components at least once every four (4) years. To establish the initial four (4) -year rotation schedule for teachers, other than novice teachers, to be summatively evaluated, at least one-quarter (1/4) of each school's non-probationary teachers will be selected for evaluation by the building principal.[2] Novice teachers will receive a summatively evaluation in the year following the completion of their novice period and will be added to the four (4) year summative evaluation rotation for following years. A teacher who transfers into the District from another Local Educational Agency (LEA) shall be added to the four (4) year summative evaluation rotation based on when the teacher's most recent summative evaluation was conducted.[3]

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

Following a summative evaluation, the teacher shall receive an overall performance rating that is derived from:[4]

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

Building level or district level leaders, except for beginning administrators, shall have a summative evaluation at least once every four (4) years. To establish the initial four-year rotation schedule for building level or district level leaders, except for beginning administrators, to be summatively evaluated, at least one quarter (1/4) of each school's building level or district level leaders will be selected for evaluation by their supervisor.[2] Beginning Administrators shall have a summative evaluation in the year following the completion of their beginning administrator period and will be added to the four (4) year summative evaluation rotation for following years. A building level or district level leader who transfers into the District from another LEA shall be added to the four year summative evaluation rotation based on when the building level or district level leader's most recent summative evaluation was conducted.[3]

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

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

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

Direct observation;
Indirect observation;
Artifacts; and
Data

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

The level of performance based on the performance functions and standards of the evaluation rubric;

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

The building- or district-level leader's progression on his or her professional growth plan.

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

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

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

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

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

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

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

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

Cross Reference: 8.2—CLASSIFIED PERSONNEL EVALUATIONS

Legal References:

A.C.A. § 6-17-2801 et seq.
A.C.A. § 11-3-2014
DESE Rules Governing Educator Support and Development

Date Adopted: 5-27-04—Interim Board

Last Revised: 6-10-2013, 5-12-2014, 5-11-2015, 6-19-2017, 5-14-2018, 6-4-2019

3.2.1--PROBATIONARY STATUS

The Board shall require, in accordance with statutory provisions, that new teachers or other eligible employees serve a probationary period of three successive years from the date of first employment as a teacher in the State of Arkansas. The term "probationary teacher" as used in this policy shall be defined as a teacher who has not completed three (3) successive years of employment in the school district in which the teacher is currently employed. Teachers employed in a school district in this state for three (3) years shall be deemed to have completed the probationary period. An additional year of probationary status shall be required of LICENSED personnel when initially employed if their probationary period was not served in the Beebe School District.

Legal Reference: A.C.A. § 6-17-1504

Date Adopted: 5-27-04-Interim Board

Last Revised:

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. Current employees will be exempt from this policy. Any possible conflict with this policy must be disclosed when an individual is recommended for initial employment to the Board.

Date Adopted: 5-27-04—Interim Board

Last Revised:

3.4—LICENSED PERSONNEL REDUCTION IN FORCE

SECTION ONE

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

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

Option 1[1]

If a reduction in force becomes necessary in a licensure area and/or specific grade level(s), the teacher's length of service in the district shall be the initial determining factor. The teacher with the most years of employment as a licensed teacher in the district **as compared to other teachers in the same licensure area and/or specific grade level(s)** shall prevail. Length of service in a classified position shall not count for the purpose of length of service for a licensed position. Total years of service to the district shall include non-continuous years of service. Being employed fewer than 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 non-renewed or terminated 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.

Option 2[1]

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

Points[2]

Years of service in the district—1 point per year

All licensed position years in the district count including non-continuous years.

Service in any position not requiring teacher licensure does not count toward years of service. Being employed fewer than 160 days in a school year shall not constitute a year.

Graduate degree in any area of licensure in which the teacher will be ranked (only the highest level of points apply)

1 point—Master's degree

2 points—Master's degree plus thirty additional hours

3 points—Educational specialist degree

4 points—Doctoral degree

National Board of Professional Teaching Standards certification—3 points

Additional academic content areas of endorsement as identified by the State Board—1 point per area

Licensure for teaching in a State Board identified shortage area—2 points

- Multiple areas and/or grade levels of licensure as identified by the State Board —1 point per additional area or grade level as applicable. For example, a P-4 license or a 5-8 social studies license is each worth one point.

When the District is conducting a RIF, all potentially affected teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points to the superintendent whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect a teacher's point total after the list is released.

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

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all teachers will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments change.[3] A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

Recall: Option 1[1]

There shall be no right of recall for any teacher.

Recall: Option 2[1]

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

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

The non-renewed or terminated teacher shall be eligible to be recalled for a period of two (2) years in reverse order (i.e. the employee with the highest points will be recalled first and the employee with the lowest points will be recalled last) of the non-renewal or termination to any position for which he or she is qualified. Notice of vacancies shall be by first class mail to all teachers reasonably believed to be both qualified for and subject to rehire for a particular position and the non-renewed or terminated teachers shall have 10 working days from the date that the notification is mailed in which to conditionally accept the offer of a position, with the actual offer going to the qualified teacher with the most points who responds within the 10 day time period. A lack of response or a teacher's refusal of a position shall end the district's obligation to rehire the non-renewed or terminated teacher and no further rights to be rehired shall exist.

SECTION TWO
Option A[4]
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.

Notes: [1] Select either Option 1 or 2 on the basis of which system will work best for your district and its students.

[2] The list may be changed to reflect the beliefs of your district regarding what criteria are the most beneficial to students and the district. You may choose to add or delete additional criteria and/or change the value of the points given to each criterion. For example, you could choose to lessen or increase any of the point values for a criterion, or you could add or delete point categories.

[3] For example: It may be discovered that a teacher is receiving a stipend for duties that he/she has not performed for several years. As part of the reduction in force, the teacher would be sent notification by the superintendent that he/she intended to partially non-renew the teacher excluding the obsolete stipend.

[4] Select the option of your choice. If you choose Option B, the ninety (90) day time period may be lengthened or shortened (within reason) to suit your preference.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: 6-12-2006

Last Revised: 5-14-2012, 4-8-2013, 6-4-2019

3.5— LICENSED PERSONNEL CONTRACT — RETURN

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

Failure of an employee to return the signed contract to the office of the Superintendent within thirty 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.[2]

NOTIFICATIONINCENTIVE

In an effort to provide the district sufficient time to secure quality candidates for educational vacancies, the Board of Education provides the following incentive to certified personnel who have worked in the district for six (6) or more years and who provide early notification of their decision to resign or retire:

- A financial incentive of one thousand dollars ($1,000.00) us available to an employee submitting a letter of retirement or resignation prior to the January Board meeting.
- A financial incentive of seven hundred fifty dollars ($750.00) us available to an employee submitting a letter of retirement or resignation prior to the February Board meeting.
- A financial incentive of five hundred dollars ($500.00) is available to an employee submitting a letter of retirement or resignation prior to the regular March Board meeting.

Note: [1] The following language is offered as suggestive for the cover memo.

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

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

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

Date Adopted: 5-27-04 –Interim Board

Last Revised: 7-13-2009, 5-9-2011, 11-19-2018

3.6—LICENSED PERSONNEL EMPLOYEE TRAINING

For the purposes of this policy, professional development (PD) means a set of coordinated, planned learning activities for District employees who are required to hold a current license issued by the State Board of Education as a condition of employment[1] that:

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s required by statute or the Division of Elementary and Secondary Education (ADE); or

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eets the following criteria:

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

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

As part of the District's School District Support Plan (SDSP) the District shall develop and implement a professional development plan (PDP) for its licensed employees. The District's PDP shall, in part, align District resources to address the PD activities identified in each school's school-level improvement plan (SLIP) and incorporate the licensed employee's professional growth plan (PDP). 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 who is on a 192 day contract shall receive a minimum of sixty (60) hours of PD annually to be fulfilled between June 1 and May 31.[1] A licensed employee may be required to obtain their thirty-six (36) hours of approved P D each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.[2]

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

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

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

Flexible PD hours (flex hours) are those hours which an employee is allowed to substitute PD activities, different than those offered by the District, but which are still aligned to the employee's PGP, the employee's school's SLIP, or the District's PDP. The District shall determine on an annual basis how many, if any, flex hours of PD it will allow to be substituted for District scheduled PD offerings. The determination may be made at an individual building, a grade, or by subject basis. The District administration and the building principal have the authority to require attendance at specific PD activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex PD hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the licensed employee's required hours shall equal one contract day. Hours of PD earned by an employee that are in excess of the employee's required hours, but are either not at the request of the District or not pre-approved by the building principal, shall not be credited toward fulfilling the required number of contract days for that employee.[4] Hours earned that count toward the licensed employee's required hours also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for PD hours earned at the request of the District that necessitate the employee work more than the number of days required by their contract.[5]

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

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

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

The following PD shall count toward a licensed employee's required PD hours to the extent the District's PDP or the employee's school's SLIP includes such training, is approved for flex hours, or is part of the employee's PDP 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(d)(e)(2). 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 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 to teachers licensed:

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

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

The professional development will be designed so that, by the beginning of the 2021-2022 school year, all teachers employed in a teaching position that requires an elementary education license (K-6), special education license, or reading specialists in kindergarten through grade twelve (K-12) shall demonstrate proficiency in knowledge and practices of scientific reading instruction.

Beginning in the 2012-2020 school year, the District shall provide annual training instruction based on th science of reading as set forth in the literacy plan contained within the District's SLIPs.

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

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

All licensed personnel shall receive two (2) hours of training related to compliance with the District's anti-bullying policies. To include:

Bullying prevention;
Recognition of the relationship between incidents of bullying and the risks of suicide; and
The licensed employee's duties under the District's antibullying policies.

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

Building level administrators shall complete the credentialing assessment for the teacher evaluation PD program prior to conducting any summative teacher evaluations.[5]

Teachers' PD shall meet the requirements prescribed under the Teacher Excellence and Support System (TESS).[6]

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 .[7]

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

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

Licensed personnel shall receive five (5) PD hours for each one-hour graduate or graduate level college course that meets the criteria identified in law and applicable DESE rules. A maximum of fifteen (15) such hours may be applied toward the thirty six (36) hours of PD required annually for license renewal.[8]

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

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

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

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

Approved PD activities may include:

- Conferences/workshops/institutes;
- Mentoring/peer coaching;
- Study groups/learning teams;
- National Board for Professional Teaching Standards Certification;
- Distance and online learning (including ArkansasIDEAS;
- Micro-credentialing approved by 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 District's PDP, employee's school's SLIP, and licensed employee's PGP, include:

School Fire Marshall program (A.C.A. § 6-10-110);
Tornado safety drills (A.C.A. § 6-10-121);
Statewide student assessments (A.C.A. § 6-15-2912);
Test security and confidentiality (A.C.A. § 6-15-2907);
Emergency plans for terrorist attacks (A.C.A. § 6-15-1302);
TESS (A.C.A. § 6-17-2806);
Student discipline training behavioral intervention and classroom management (A.C.A. § 6-18-502);
Comprehensive School Counseling Program (A.C.A. § 6-18-2004);
Training required by DESE under The Arkansas Educational Support and Accountability Act and fiscal and facilities distress statutes and rules; and
Annual 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 District's 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 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 4.

[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 A.C.A. § 6-15-202(f)(50). 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: 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION
4.37—EMERGENCY DRILLS
5.2—PLANNING FOR EDUCATIONAL IMPROVEMENT

Legal References: Standards for Accreditation 1-B.4, 3-A.4, 3-B.1, 4-G.1, 4-G.2
DESE Rules Governing Professional Development
DESE Rules Governing the Arkansas Educational Support and Accountability Act
DESE Rules Governing the Arkansas Financial Accounting and Reporting System
and Annual Training Requirements
DESE Rules Governing Student Special Needs Funding
DESE Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings
A.C.A. § 6-10-121
A.C.A. § 6-10-122
A.C.A. § 6-10-123
A.C.A. § 6-15-1004(c)
A.C.A. § 6-18-514(f)
A.C.A. § 6-18-1302
A.C.A. § 6-18-1303
A.C.A. § 6-18-1703
A.C.A. § 6-15-2907
A.C.A. § 6-15-2911
A.C.A. § 6-15-2912
A.C.A. § 6-15-2913
A.C.A. § 6-15-2914
A.C.A. § 6-15-2916
A.C.A. § 6-16-1203
A.C.A. § 6-17-429
A.C.A. § 6-17-703
A.C.A. § 6-17-704
A.C.A. § 6-17-708
A.C.A. § 6-17-709
A.C.A. § 6-17-710
A.C.A. § 6-17-711
A.C.A. § 6-17-2806
A.C.A. § 6-17-2808
A.C.A. § 6-18-502(f)
A.C.A. § 6-18-514(f)
A.C.A. § 6-18-708
A.C.A. § 6-18/2004
A.C.A. § 6-20-2204
A.C.A. § 6-20-2303 (15)
A.C.A. § 6-41-608
A.C.A. § 6-61-133

Date Adopted: 6-12-2006

Last Revised: 6-14-2012, 5-9-2011, 5-14-2012, 6-10-2013, 5-11-2015, 5-9-2016, 6-19-2017, 6-28-2018, 6-17-2019

3.6.1 - PROFESSIONAL DEVELOPMENT OPPORTUNITIES

The Beebe Board of Education recognizes that a program of professional development and education is important for the continuous professional growth and improvement of an employee. Therefore, professional personnel shall be encouraged to keep up with new developments and take part in development opportunities in their academic fields and to cultivate an open mind and an experimental attitude toward current educational practices.

The Board encourages all employees to be active in their respective professional organizations.

Professional leave shall be granted, whenever possible, to teachers for the purpose of attending professional meetings, conferences, and workshops which are approved by the administration. Employees should not have expectations to attend national or out-of-state conferences on a yearly basis; but periodically at the approval of the Director of Curriculum and Instruction, Assistant Superintendent or superintendent. Professional leave will be reviewed by the Board of Education.

The Board of Education recognizes the importance of in-service education as a vitalizing factor and as a factor which promotes progress toward established educational goals in this school system. All instructional personnel are encouraged to acquire additional college work for the purpose of keeping up with new developments in their subject matter field or for the purpose of working toward a higher degree.

LICENSED individuals employed by the District for three years will be eligible to receive a tuition reimbursement up to $400.00 for completion of approved 3-hour graduate courses in education from N.C.A.T.E (or equal) accredited universities. The individual must earn a grade of B or better for each course that is eligible for the reimbursement. A LICENSED employee will be eligible to receive reimbursement for a maximum of 10 courses. LICENSED staff members who are required to complete retakes for National Board Certification are eligible to receive compensation for up to $1,000.00 for retakes. If a compensated retake is failed, compensation will not be paid for the same retake. At any time there is evidence the employee is not following the program of studies leading to completion of a degree in a field of education or a planned program leading to an additional certification he/she will not be eligible for the reimbursement. A copy of the program of studies will be placed in the personnel records in the Superintendent's office. Individuals must receive prior approval for each course before it is eligible for the reimbursement. The Superintendent will monitor the courses completed to assure all courses meet the eligible criteria. Request for reimbursement must be made within 60 days of completion of the course. The reimbursement request must include tuition receipt and grade report or transcript.

The administration and the faculty will make a concerted effort to discover means of defining school problems and working toward solutions of such problems to provide the most effective in-service education. Other activities which will contribute toward in-service education will be regular faculty meetings that involve a discussion of curriculum and instruction, class visitation, workshops, consultation service, conferences, and attendance at professional meetings. Whenever possible, in-service workshops will be held on contract days.

Date Adopted: 5-27-04—Interim Board

Revised: 8-06-2007, 12-12-11, 5-14-2018

3.7—LICENSED PERSONNEL BUS DRIVER DRUG TESTING

Definitions

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

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

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

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

Scope of Policy

Each person hired for a position that allows or requires the employee operate a school bus shall meet the following requirements:
1. The employee shall possess a current commercial vehicle driver license for driving a school bus;
2. 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
3. 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;[4]
- The employee submitting an electronic authorization through the Clearinghouse for the District to run a full query of the employee's information in the Clearinghouse; and
- The employee's signing a written authorization for the District to request information from:
  - The Database;[5] and
  - Any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two (2) years prior to the date of the employee's application.

All employees who perform safety-sensitive functions shall annually[6] submit a written authorization for the District to conduct a limited query of the employee's information from the Clearinghouse. The District shall perform a limited query of all employees who perform safety-sensitive functions at least once each school year. If the District's limited query of the Clearinghouse shows that information exists in the Clearinghouse that may prohibit the employee from performing safety-sensitive functions, the District shall conduct a full query of the Clearinghouse on the employee within twenty-four (24) hours of conducting the limited query. If the District is unable to conduct a full query within twenty-four (24) hours due to the twenty-four (24) hours falling on a weekend, holiday, or other day the District is closed or due to the failure of the employee to authorize the District to receive information resulting from the full query of the Clearinghouse, the employee shall not be permitted to perform any safety-sensitive function until the District conducts the full query and the results confirm that the employee's Clearinghouse record contains no prohibitions on the employee performing safety-sensitive functions.

Methods of Testing

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

Requirements

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

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.[6]

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.[7]

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

If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period not less than twenty-four (24) hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

Reporting Requirements

The District shall report the following information about an employee who performs safety-sensative functions to the Clearinghouse by the close of the third (3rd) business day following the date the District obtained the information:[9]

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

The District shall report the following violations for an employee who performs safety-sensitive functions by the close of the third (3rd) business day following the date the District obtains actual knowledge of:[10]

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

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

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

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

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

Give a copy of this policy to your drivers.

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

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

[2] You have the option of also requiring an alcohol test, but you may not selectively require it, i.e. if you require it for one prospective employee you must require it for all prospective employees.

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

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

[5] While the provisions for fines contained in 27-23-209 do not apply to school districts, school districts are still required to comply with this law. It is for this reason, along with simple prudence in not hiring a person who receives a positive drug/alcohol test, that this language is included. The request for information required by the state is in addition to the federal requirement (49CFR40.25(a)(b)) that you request drug and alcohol test results from any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two years prior to the date of the employee's application.

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

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

[8] The drivers covered under this policy are those who are required to have a teaching license as a prerequisite for their job. Federal law requires you to remove them from safety-sensitive functions when a drug or alcohol related problem exists, but does not enter into the realm of dismissing them

from their teaching duties. Bus drivers who are not also teaching licensed personnel are covered under the Classified Policy 8.4 and may be dealt with given the specific provisions of their employment.

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

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

a. The reason for the test;
b. Employee's name, date of birth, and CDL number and State of issuance;
c. District name, address, and USDOT number;
d. Date of the test;
e. Date the result was reported; and
f. Test result, which must be one of the following:
   - Negative, which is only required for return-to-duty tests;
   - Positive; or
   - Refusal to take a test, which shall include the following additional documentation for an employee's refusal to take a test due to the employee's failure to appear for the test:
     - Documentation, including, but not limited to, electronic mail or other contemporaneous record of the time and date the employee was notified to appear at a testing site; and the time, date and testing site location at which the employee was directed to appear, or an affidavit providing evidence of such notification;
     - Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, indicating the date the employee was terminated or resigned (if applicable);
     - Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, showing that the C/TPA reporting the violation was designated as a service agent for an employer who employs himself/herself as a employee performing safety-sensative functions when the reported refusal occurred (if applicable); and
g. Documentation, including a certificate of service or other evidence, showing that the District provided the employee with all documentation reported under paragraphs (a) through (f) above.

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

a. Employee's name, date of birth, CDL number and State of issuance;
b. District name, address, and USDOT number;
c. Date the District obtained actual knowledge of the violation;
d. Witnesses to the violation, if any, including contact information;
e. Description of the violation;
f. Evidence supporting each fact alleged in the description of the violation, which may include, but is not limited to:
   - Affidavits;
   - Photographs;
   - Video or audio recordings;
   - Employee statements unless the admission is made in conformity with the District's written employer voluntary self-identification program or policy;
   - Correspondence; or

- Other documentation; and

g. A certificate of service or other evidence showing that the District provided the employee with all information reported under paragraphs (a) through (f) above.

Legal References: A.C.A. § 6-19-108
A.C.A. § 6-19-119
A.C.A. 27-23-105
A.C.A. § 27-23-201 et seq.
A.C.A. § 27-51-1504
49 C.F.R. § part 40
49 C.F.R. § 382.101 – 605
49 C.F.R. § 382.701 et seq.
49 C.F.R. § 390.5
Arkansas Division of Academic Facilities and Transportation Rules Governing Maintenance and Operations of Arkansas Public School Buses and Physical Examinations of School Bus Drivers

Date Adopted: 5-27-2004

Last Revised: 8-06-2007, 5-12-2014, 5-11-2015, 12-16-19

3.8—LICENSED PERSONNEL SICK LEAVE - OPTION B

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.

"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 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 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 contract, but not used. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment.[1]

"Immediate family" means an employee's spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

Sick Leave

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

Employees who are adopting or seeking to adopt a minor child or minor children may use up to 15 sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court and bonding time. See also, 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.[2]

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.

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

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

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

If the employee's absences are 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[2] 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 paid sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accrued sick leave, vacation or personal leave. See 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE .

Sick Leave and Outside Employment

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

Notes: This policy is similar to Policy 8.5B. If you change this policy, review 8.5B at the same time to ensure applicable consistency between the two.

[1] A.C.A. § 6-17-1206(b)(2) requires that leave transferred from prior public school employment be used first. In addition, 1206(b)(3) requires that the leave, if any remains, be included in the total count of accumulated sick leave if the district pays out unused sick leave upon retirement.

[2] This paragraph is optional. Leave for adoption is protected by FMLA, but FMLA leave is unpaid unless otherwise provided for in policy. By including this paragraph, you would allow the employee to receive sick leave pay for the days missed during the adoption process. If you choose to include it, select the number of days of sick leave an employee may use annually for the adoption/bonding process (15 is not a required number of days).

[3] As used in this policy, "applicable" is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not eligible for sick leave and therefore the FMLA leave is unpaid except to the extent vacation and/or personal leave is available to the employee. For instance, "applicable leave" in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your district's policy on sick leave. For instance, if sick leave may be taken "for reason of personal illness or illness in the immediate family" (based on the statutory

definition in A.C.A. § 6-17-1202), and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take
unpaid FMLA leave for this purpose, unless she had personal days or vacation days
available. However, if your District has a much more liberal definition of sick leave in District policy, the results could be entirely different. For example, if your district has included an extremely liberal position of "paid time off" in this policy with no reference to personal or family illness required, then bonding time could be compensated. Another example would be the potential for overlap between pregnancy complications that arise to the level of a "serious health condition." For instance, pregnancy complications that rose to the level of a "serious health condition" would qualify for both, while missing work for a dentist's appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE when making the determination of what sick leave qualifies under both policies. It may also be helpful to consult 29 CFR 825.113, 114, and 115 which are available by calling the ASBA office.

Cross Reference: 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: 6-12-2006

Last Revised: 5-9,2011, 05-14-2012, 4-8-2013, 5-12-2014, 5-11-2015, 2-23-2016, 5-8-2017, 5-14-2018

3.8.1 REIMBURSEMENT TO LICENSED PERSONNEL FOR UNUSED SICK LEAVE

The District shall provide sick leave for the LICENSED staff calculated on the basis of 1 day per month or major portion thereof for which the teacher is contracted. The total number of sick leave days awarded will be based on the number of contracted days as listed:

Contract Length	Sick Days	Contract Length	Sick Days
188-190	9	210-239	11
191-209	10	240+	12

Such leave shall be in force beginning with the first school term for which the teacher is employed. If a teacher resigns or leaves a teaching position for any reason before the end of the school term, the District will deduct from the teacher's last paycheck full compensation for any days of sick leave used in excess of the number of days earned.

A teacher shall be entitled to such sick leave for reasons of personal illness, pregnancy difficulty, illness in the immediate family, or death in the family.

Teachers may also use a day of sick leave to attend a friend's funeral.

The District shall maintain a record of sick leave used and accumulated for each teacher. A teacher taking sick leave may use any amount up to his total number of accumulated days.

Sick leave that is unused by a LICENSED employee during the school year shall be accumulated in the teacher's sick leave account at a rate of one (1) day per month as contracted until ninety (90) days have been accumulated.

At the end of said year the LICENSED employee will receive compensation at the rate of $60.00 per day for each day in excess of the ninety (90) days, or continue to accumulate sick leave days up to 125 days.

Once accumulated, a teacher may earn one day per contract month the following year.

Any teacher who has taught in an Arkansas accredited public school may transfer up to 90 days of sick leave into this District.

Any licensed educator, regardless of years in district, who leaves the Beebe School District or exercises a retirement option can elect to receive $60.00 per day for any unused accumulated sick leave days at the rate of five (5) days for each year of consecutive employment in the District up to twenty-five (25) years. The LICENSED employee also has the option to transfer unused sick leave to other select agencies as defined by Arkansas Law.

Employees who have served in the District 15 consecutive years or longer will be eligible to receive additional compensation of $15/day for eligible sick leave when they exercise an option of retirement available through the Arkansas Teacher Retirement System. Employees who have served for 20 consecutive years or more will be eligible for additional compensation of $25.00/day for eligible sick leave when they exercise an option of retirement available through the Arkansas Teacher Retirement System. The increased reimbursement is only available at the time of retirement or T-DROP and is available only one time. The Board of Education can discontinue this benefit at any time.

Legal References: A.C.A. § 6-17-1201 et seq.

Date Adopted: 5-27-04—Interim Board

Last Revised: 06-12-2006

3.9—LICENSED PERSONNEL SICK LEAVE BANK

PURPOSE

The Beebe School District administers a Sick Leave Bank for all full-time LICENSED personnel who wish to participate. Participation is on a voluntary basis. The purpose of the Sick Leave Bank is to grant to its participants an extended sick leave period above and beyond the existing sick leave policy, if they incur a catastrophic illness or injury. A catastrophic illness or injury would be defined as a terrible or sudden illness or injury to the employee, their spouse, children, parents, or any other blood relative living in the same household.

MEMBERSHIP

Any contracted LICENSED employee of the Beebe School District, who was previously a member, or who has been contracted for three years may join/become a participant for one year by contributing one of his/her regular sick leave days to the Sick Leave Bank established for LICENSED employees. The contribution may not be withdrawn.
When the sick leave bank has 400 days, the membership will be frozen for one year and members will not be asked to contribute at the beginning of the school year. Any new member will be required to contribute a day.
Initial membership will be taken through October 1st of each year.
A person joining the faculty after September 1st must wait until the next school year to be eligible to join the Sick Leave Bank.
Employees that have established membership as a classified employee, but will be employed in a LICENSED position may transfer membership to the LICENSED sick leave bank. Days contributed by classified employees in part-time positions will be transferred on a prorated basis.

REVIEW BOARD

The eligibility to withdraw from the sick leave bank will, in all cases, be determined by the Review Board. The decision of the Review Board will be final.
The Review Board will consist of 8 individuals who are participants in the Bank. Each member will serve for 2 years. There will be one representative elected from each building and 2 administrators. There will be 3 teachers and 1 administrator elected each year. The Superintendent or his/her designee will meet with the Review Board but will not be a voting member.
The Review Board will act as the administrative body of the program with the chairperson elected by the Review Board members. The Review Board will serve from October 1 to September 30. The Chairperson will call meetings as needed.

IV. PROGRAM LIMITS

The total number of days that may be withdrawn in a school year by an individual shall not exceed 20 days/request. The maximum would be 60 days in any given year for any individual.
All days in the bank at the end of the year will carry over to the next year.
In the event that the number of days in the bank is less than 50 in any given school year, then those members participating must contribute an additional sick day to continue to be a member. All participants will cease to have any vested interest from days contributed previously if the bank days drop to 50 days or less. The Review Board will determine a fair and equitable disbursement of those days.

If a participant has no earned sick days to contribute to replenish the Sick Bank, membership ceases until the earned day can be contributed.
As a general guideline for the Review Board, days may be withdrawn only for absence due to catastrophic illness or injury as defined in I-A to a participant or a participant's spouse, children, parents, or any other blood related relative in the same household. Catastrophic illness or injury for the purpose of this policy is defined as an injury or illness which will be disabling and is not related to normal pregnancy, cosmetic surgery or correctional surgery which in the opinion of the medical experts can be performed during the summer months.
It is the intent of this program to provide additional leave only after thirty (30) days of absence has occurred for the same illness/occurrence. A member is eligible to request days from the bank after (30) days absence due to the same qualifying accident/illness regardless of how many personal sick leave days he/she has accumulated.

For extended absences due to job related accidents, sick bank days may be granted only after consideration is given to any compensation received by the participant from any other governmental agencies.
Beyond the total accumulation of days in the bank and additional assessment of an extra day to all members, this program offers no further guarantee of coverage.

PROCEDURE

Withdrawal of days from the sick leave bank will be permitted only after the participant or his/her spokesperson has submitted a written request accompanied by a physician's statement of the probable length of disability. The request is to be submitted in writing to the District Business Manager/Superintendent. The superintendent and review board chairperson will determine if the illness or injury meets the criteria established as being catastrophic. The Review Board can request any additional information that is deemed necessary to have adequate documentation prior to granting days to eligible participants. A member is eligible to request days from the bank after thirty (30) days absent due to the same qualifying accident/illness regardless of how many personal sick leave days he/she has accumulated.
The Review Board shall grant up to a maximum of twenty days to a participant at any one time. Any additional days will be reviewed and granted by the Review Board following the same procedure.

VI. BY-LAWS

The procedure for changing the by-laws will be as follows:

The Sick Leave Bank Review Board by a 2/3 majority vote may submit recommendations to the Personnel Policy Committee for review.
The PPC will submit recommendations for changes in the Sick Leave Bank Policy to the Board of Education.
The Board will either approve recommendations, reject, or amend and return recommendations to the PPC for further review.

Legal Reference: A.C.A. § 6-17-1208

NOTE: Bank policy not required by State Law

Date Adopted: 5-27-04—Interim Board

Last Revised: 06-12-2006, 4-8-2013

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. [1] Teachers may not leave campus during their planning time without prior permission from their building level supervisor. [2]

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.

Notes:

[1] 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.

[2] This whole sentence is a local option. You can change it, if you desire, to let employees leave (or not be present) during their planning time without prior permission, or you could not allow them to leave at all during their planning time.

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

Date Adopted: 5-27-04—Interim Board

Last Revised: 06-12-2006, 5-14-2012

3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

Personal Leave

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. Personal leave days that are not used can accumulate to 5 total days. Personal days beyond 5 will be converted to sick leave at the end of the contract year. Personal leave should not be taken the day before or the day after a school holiday. A school holiday shall be defined as any day other than Saturday or Sunday during the school year when students are not scheduled to attend classes. Approval for emergencies or extenuating circumstances will be determined by the immediate supervisor.

Any employee desiring to take personal leave may do so by making a written request to his immediate 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 su0pervisor when the supervisor deems it appropriate.

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions and do not qualify for other types of leave (for sick leave see Policy 3.9, for professional leave see below).

School functions, for the purposes of this policy, means:
Athletic or academic events related to the school district; and
Meetings and conferences related to education.

Personal days may be taken anytime during the school year except:
Within the first five (5) days of each semester;
Within the last five (5) days of each semester;
During building scheduled testing programs;
On parent-teacher conference days.

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. .

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.

Professional Leave

"Professional Leave" is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which can

serve to improve the school District's instructional program or enhances the employee's ability to perform his duties. Professional leave will also be granted when a school District employee is subpoenaed for a matter arising out of the employee's employment with the school district. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor's decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the district's students will be taken into consideration in reviewing a request for professional leave.

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

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

Employees who accompany students on a field trip must be supervising students to be considered professional leave. Before approval is granted, the employee must obtain, in writing, approval from his/her supervisor and the supervising administrator of the field trip.

Notes: While you are not required to provide employees with personal days, you are required to have a policy that requires employees who are absent from the District to take either personal days or leave without pay.

Please note that the provisions of A.C.A. § 21-4-216, which gives state employees eight (8) hours of paid leave to attend their children's school educational activities, do **NOT** apply to public school employees.

Legal Reference: A.C.A. § 6-17-211

Date Adopted: 05-27-2004

Last Revised: 6-09-2008, 05-14-2012, 4-8-2013, 5-12-2014, 5-9-2016

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. [1]

Notes: This policy is similar to Policy 8.8. If you cane this policy, review 8.8 at the same time to ensure applicable consistency between the two.

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 sex offender parents shall be required to keep confidential both the sex offender status and sex offender accommodations made by the parent.

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

Legal Reference:

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

Date Adopted: 6-09-2008

Last Revised: 6-4-2019

3.13—LICENSED PERSONNEL PUBLIC OFFICE

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

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

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

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

Note: This policy is similar to Policy 8.9. If you change this policy, review 8.9 at the same time to ensure applicable consistency between the two.

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

Date Adopted: 5-27-04—Interim Board

Last Revised:2-23-2016

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 or court appearance related to employment**,** upon giving reasonable notice to the District through the employee's immediate supervisor.

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

Employees shall receive their regular pay from the district while serving jury duty or court appearances related to job assignment, and shall reimburse the district from the stipend they receive for jury duty in excess of incurred expenses, up to, but not to exceed, the cost of the substitute hired to replace the employee in his/her absence.*

Court appearances not related to employee's job are not considered as excusable absences with pay.

Note: *Please note that public employees are exempt by law from jury duty recovery fees. Since school employees are not state employees, the law does not apply, but you may be asked about it by an employee.

Legal Reference: A.C.A. § 16-31-106

Date Adopted: 5-27-04—Interim Board

Last Revised: 6-14-2010

3.15—LICENSED PERSONNEL LEAVE — INJURY FROM ASSAULT

Any teacher who is injured by an assault or other violent act in the course of his or her employment; 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: 5-27-04—Interim Board

Last Revised:

3.16—LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

Pre-kindergarten through sixth grade teachers shall be allotted the amount required by law to be used by the teacher in his/her class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account.

> Twenty dollars ($20) per student enrolled in the teacher's class for more than fifty percent (50%0 of the school day at the end of the first three (3) months of the school year; or
> Five hundred dollars ($500)

Teachers may purchase or be credited an amount of money for supplies and supplementary materials from the district at the district's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved purchase order by Building Principal or credit voucher for supplies which will then be purchased on their behalf by the school and subtracted from their total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts**.** Reimbursement request must be approved by the building principal, and teachers are to submit personal reimbursement request only one time. 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. Reimbursement requests submitted with proper documentation and signatures will be processed within 7 days upon receipt in the Central 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: 5-27-04—Interim Board

Last Revised: 5-11-2015

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:

Cause a breach of the peace;

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

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: 5-27-04—Interim Board

Last Revised: 5-14-2018 (not changed)

3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

Date Adopted: 5-27-04—Interim Board

Last 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.[1]

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 Director of Human Resources 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, or disability, or genetic information..[2]

Inquiries on non- discrimination may be directed to Dr. Scott Embrey, administrator in charge of equity [3], who may be reached at , 501-882-5463, Beebe Public Schools[4].

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

In accordance with Arkansas law[5], the 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:

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

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

Indicate on the employment application the category the applicant qualifies for;
Attach the following documentation, **as applicable**, to the employment application:

- Form DD-214 indicating honorable discharge;

A letter dated within the last six months from the applicant's command indicating years of service in the National Guard or Reserve Forces as well as the applicant's current status;
Marriage license;
Death certificate;
Disability letter from the Veteran's Administration (in the case of an applicant with a service-related disability).

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

Notes: This policy is similar to Policy 8.13. If you change this policy, review 8.13 at the same time to ensure applicable consistency between the two.

[1] A.C.A. § 6-17-411 allows an individual who fails the criminal background check or has a true finding on the Child Maltreatment Central Registry to be employed by a district if the State Board grants a waiver. A.C.A. § 6-17-410 provides that the State Board must receive a written request for a hearing for a waiver within thirty (30) days from when notice of the individual's denial, nonrenewal, or revocation is received. Either the school board or the individual seeking employment may request the hearing for a waiver.

A waiver from the State Board for an individual to get a license counts as a waiver for the same offense when hiring.

[2] A copy of the nondiscrimination statement should be included in all district publications unless the publication is intended only for students and parents. Publications intended only for students and parents should include the nondiscrimination clause in Policy 4.11—EQUAL EDUCATIONAL OPPORTUNITY.

[3] Insert the position(s) designated to be contacted on discrimination inquiries. If you have different positions designated to answer questions on disability discrimination (504 coordinator) and sex discrimination (Title IX coordinator), then you will need to include the position responsible for each area. Do not include the name(s) of the person(s) to be contacted in the policy; changing the name of the person (due to a staffing change) would necessitate amending the policy, which would require it to go through the entire adoption process.

[4] Insert the address, phone number and email address to be used to contact the designated position. If you have more than one position designated as set forth in footnote 2, you will need to include a contact number and address for each position. The contact number and address may be the school/district address and phone number. We recommend making the email address specific to the position,such as titleix@districtdomai.org. and having the emails sent to the coordinator's inbox to 0revent having to amend the policy due to staff changes.

[5] A.C.A. § 21-3-301 et seq., includes public schools in the list of employers required to provide a preference to applicants who qualify for a veteran or a deceased veteran's spouse category when selecting interview candidates, during the interview process and in selecting a new employee.

A.C.A. § 21-3-302 covers the requirements for giving a veteran preference during the application, interview, and hiring processes. The statute does not require districts to use a particular scoring method to demonstrate giving a preference and districts can continue using the system they have previously been using. However, A.C.A. § 21-3-302 and A.C.A. § 21-3-303 require districts be able to demonstrate that any qualifying applicant was given a preference during the entire application, interview, and hiring, processes.

If a veteran who is not hired requests, the district must provide the veteran with his/her base score, adjusted score, and the successful candidate's score. While there is no statutorily required method, ASBA suggests districts use a numerical scoring rubric for the entire hiring process. The use of such a rubric makes it easy to demonstrate a preference was given as you can point to where qualifying applicants received additional points. Districts that don't use a numerical scoring method are required, upon a veteran's request, to provide all documentation allowed to be released under FOIA to the veteran to demonstrate how the preference was used to develop the list of qualified candidates to be interviewed and to select the person actually hired.

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

Approved: 5-27-04—Interim Board

Revised: 05-14-2012, 5-11-2015, 5-9-2016, 6-19-2017, 5-14-2018, 6-4-2019

3.19.1 EMPLOYMENT CRITERIA

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

- Objective Considerations
  - Instructional Personnel
    - Type of certificate
    - Number of years of experience:
      - In the teaching profession
      - In the grade, subject or position which he/she currently teaches or occupies, or for which he/she is applying
      - In the system
    - Degree or degrees held (transcript required)
    - Endorsement in subject area
    - Number of hours beyond degree
    - Number of hours of voluntary participation in in-service training, workshops, seminars, etc.
  - Administrative Personnel
  - In addition to the criteria listed above, the following criteria shall apply to selection of administrative personnel
    - Number of years of administrative experience:
      - In this District
      - In any other District
    - Classification of school in which experience was attained.
- Subjective Considerations
  - Past performance;
  - Ability;
  - Leadership;
  - Personality;
  - Interview

Individuals to be employed, transferred, promoted, demoted, and dismissed will be recommended to the Board of Education for approval or rejection.

Approved: 5-27-04—Interim Board

Revised:

3.19.2 HIRING OF LICENSED PERSONNEL

The Board of Education shall require all licensed personnel employed by the Beebe School District to possess those qualifications set forth by the State Department of Education and by all applicable accrediting agencies. It is recognized by the Board that the above qualifications are set up to promote minimum standards.

The Board of Education will not require teaching personnel to reside in the Beebe School District. However, the Board may encourage select staff to reside in the District if job performance and responsibilities are impacted negatively by residency outside the District.

Selections of teaching personnel shall be based, but not limited only to the following criteria:

Licensure requirements
Experience and past performance
Personal interview
Written application
Other evidence of competency as deemed necessary relevant to the position

It shall be the duty of the Superintendent to recommend to the Board for election the applicant who, in his/her professional judgment, is best qualified for the position. The Board may then vote to employ or not to employ the applicant or applicants recommended by the Superintendent. If the Board does not accept the recommendation, the Superintendent shall make another recommendation.

The Superintendent shall prepare or cause to be prepared necessary regulations and procedures for reviewing and evaluating all applicants for vacant positions.

Teaching experience from out of state public schools or teaching experience in private schools will be evaluated on an individual basis. The accreditation of the public school or private school will be considered when granting experience. In no circumstance will credit for out of state or private school experience be granted for more than 10 years of experience without Board Approval.

Adopted: 5-27-04—Interim Board

Revised:

3.19.3 TEACHER EMPLOYMENT AND QUALIFICATIONS

All teaching personnel employed by this School District must meet all qualifications set forth by the State Department of Education. It is recognized by the Board of Education that the above qualifications are set up to promote minimum standards; therefore, it is the policy of this School District to employ persons who exceed these minimum requirements whenever possible. Employment will be based on the following considerations:

Certification requirements
Experience and past performance
Health qualifications
Personal interview

The Board of Education will hire LICENSED staff upon consideration of recommendations made by the Superintendent.

All instructional personnel must maintain on file in the Superintendent's office the following information:

Signed contract
Arkansas Teacher's License
Statement of number of dependents
Official transcript of college course work to validate salary for educational stipends
Social Security number
I-9 form Proof of Citizenship
Teacher retirement membership information as required by State Law
Valid identification i.e. current driver's license or birth certificate
Section 125-Cafeteria Plan Enrollment form
Applicable records of employment history certifying experience and accumulated sick leave days
Current mailing address

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

Date Adopted: 5-27-04—Interim Board

Last Revised: 3-11-2019

3.20---LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

The Board of Education authorizes the reimbursement of professional personnel for travel expenses incurred as a requirement of their jobs. Prior approval for all travel shall be obtained from the immediate supervisor, Principal, and/or the Superintendent before any travel expenses are incurred.

EXPENSE REIMBURSEMENT

The Board recognizes that as changes occur within the District's educational programs, some members of the faculty may require additional training to be qualified to implement new programs. Also, the need for continual growth is recognized as being important if the professional staff is expected to work toward ongoing improvement of the existing educational program. Therefore, the District will share the responsibility and the cost of this additional training under certain conditions. The criteria for reimbursement and expense elements allowed are as follows:

Mileage reimbursement will be at the accepted State rate/mile. The map mileage shall be counted from the employee's official station (Beebe School) or the employee's residence, whichever is the shortest distance to the point traveled. Group travel will be utilized whenever practical and advantageous to the District.

Actual expenses incurred for lodging will be reimbursed. Overnight stay will be determined as practical by the supervisor. Prior approval from the immediate supervisor and the Superintendent will be required before reimbursement of lodging expenses. A hotel/motel receipt must be attached to the request for reimbursement. Reimbursement will be only for lodging and appropriate taxes.

Reimbursement for meals will only be allowed if there is overnight stay. Reimbursement for meals may be paid based on a daily rate not to exceed $35.00 per day.

All requests for expense reimbursement will be made on "Beebe School District Travel Reimbursement Forms" and will have the approval of the immediate supervisor before it is passed on to the Central Office.

Date Adopted: 5-27-04—Interim Board

Last Revised: 06-12-2006, 7-25-2011

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-pips, or under any other name or descriptor.

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

Notes: This policy is similar to policy 8.15—CLASSIFIED PERSONNEL TOBACCO USE. If you change this policy, review Policy 8.15 at the same time to ensure applicable consistency between the two.

The statute requires posting the statute "…in a conspicuous location at every entrance to each building owned or leased by a public school district and every school bus used to transport students"

This model policy tracks the state law referenced below. It is not required to be in District policies, but it could be useful in informing employees of the statutory prohibition on all tobacco use.

Legal Reference: A.C.A. § 6-21-609

Date Adopted: 5-27-04—Interim Board

Last Revised: 6-10-2013

3.22—DRESS OF LICENSED EMPLOYEES

Employees shall ensure that their dress and appearance are professional and appropriate to their positions. District Guidelines for appropriate professional dress will be communicated to staff by the building principals or supervisor.

Date Adopted: 5-27-04—Interim Board

Last Revised:

3.23—LICENSED PERSONNEL POLITICAL ACTIVITY

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

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

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: 5-27-04—Interim Board

Last Revised: 06-12-2006

3.24—LICENSED PERSONNEL DEBTS

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

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

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

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

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

Note: This policy is similar to Policy 8.18. If you change this policy, review 8.18 at the same time to ensure applicable consistency between the two.

Date Adopted: 5-27-04—Interim Board

Last Revised: 4-8-2013

3.25—LICENSED PERSONNEL GRIEVANCES

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

Definitions

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

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, a grievance)

More than one individual has interest in the matter; and
The group has a well-defined common interest in the facts and/or circumstances of the grievance; and
The group has designated an employee spokesperson to meet with administration and/or the board; and
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: a day in which a majority of the employees of the same job classification as the employee with a grievance is scheduled to work.

Process

Level One: An employee who believes that he/she has a grievance shall inform that employee's immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within five working days of the occurrence 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 their conference. (The five-day requirement does not apply to grievances concerning back pay.) If the grievance is not advanced to Level Two within five working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

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

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

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

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

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Education 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 superintendent1. 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 school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is a grievance under district policy. 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." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is a grievance. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not a grievance the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently file their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be a grievance, they shall immediately commence a hearing on the 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 Directors. The employee shall have no less than 90 minutes to present his/her grievance unless a shorter period of time is agreed to by the employee and both parties 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. A decision on the grievance shall be announced no later than the next regular board meeting.

Records

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

Reprisals

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

Legal Reference: ACA § 6-17-208

Date Adopted: 5-27-04—Interim Board

Last Revised: 8-06-2007, 6-17-2019

3.25F—LICENSED PERSONNEL 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: 5-27-04—Interim Board

Last Revised:

3.26—LICENSED PERSONNEL SEXUAL HARASSMENT

The Beebe 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 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.

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. ACA § 6-15-1005 (b) (1)

Date Adopted: 5-27-04—Interim Board

Last Revised: 5-9-2011, reviewed 5-14-2018

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.

TEACHER LIABILITY

Each teacher is directly responsible for all students within his/her classroom and student(s) he/she may have been assigned to supervise outside of the classroom. Supervision requires bodily presence at assigned location when students are present.

Date Adopted: 5-27-04—Interim Board

Last Revised:

3.28—LICENSED PERSONNEL COMPUTER USE POLICY

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

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

Legal References: 20 USC 6777
47 USC 254(h)
A.C.A. § 6-21-107
A.C.A. § 6-21-111

Date Adopted: 5-27-04—Interim Board

Last Revised: 7-13-2009, 6-19-2017

3.28F – LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print)_____
School_____Date_____

The Beebe 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:

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.

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

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

"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 which 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; or
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 owned computers without approval from the Information technology Security Officer or his/her designee except for District technology personnel as part of their job duties.

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.

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: 5-27-04—Interim Board

Last Revised: 6-19-2017

3.29—LICENSED PERSONNEL SCHOOL CALENDAR

The superintendent shall present to the 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 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 Beebe School District shall operate by the following calendar. (Insert your school calendar here.)

Note: A.C.A. § 6-17-201 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 statute 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
DESE Rules Governing the Arkansas Educational Support and Accountability Act

Date Adopted: 06-12-2006

Last Revised: 4-8-2013, 6-19-2017, 6-4-2019

BEEBE PUBLIC SCHOOL DISTRICT
SCHOOL CALENDAR
2019 - 2020

Thursday	**August 8**	**Welcome Back (8:00-3:00)/Open House (4:00-7:00 pm)**
Tuesday	**August 13**	**First Day of School**
Monday	**September 2**	**No School – Labor Day**
Friday	**October 11**	***End of First Quarter-43 Days***
Thursday	October 24	P/T Conferences – Grades K-12th *3:00 pm - 8:00 pm*
Friday	**October 25**	**No School – Possible: Weather Make-up Day**
Monday – Friday	**November 25-29**	**No School – Fall Break**
Friday	**December 20**	***End of Second Quarter-44 Days***
Monday – Friday	**Dec. 23 – Jan. 3**	**No School – Winter Break**
Monday	**January 6**	**First Day of Second Semester**
Monday	**January 20**	**No School – Possible: Weather Make-up Day**
Thursday	**February 13**	**P/T Conferences – Grades K-12th *3:00 pm - 8:00 pm***
Friday	**February 14**	**No School – Possible: Weather Make-up Day**
Monday	**February 17**	**No School – Possible: Weather Make-up Day**
Friday	**March 13**	***End of Third Quarter-47 Days***
Monday-Friday	**March 23 – 27**	**No School – Spring Break**
Friday	**April 24**	**No School – Possible: Weather Make-up Day**
Friday	**May 22**	***End of Fourth Quarter-44 Days (Last Day of School)***
Monday	**May 25**	**No School – Memorial Day**

Five make-up days are included in the calendar. If necessary, additional make-up days will be added after May 25, 2020.

192 Day Teacher Contract

Student/Teacher Instruction ……...178 Days
Professional Development ……..…10 Days
Parent / Teacher Conference ……..…..2 Days
Policies and Procedures ……..…..1 Day
Open House ……..……1 Day

Total Contract Days ……..192 Days

Professional Development Requirements – Total of 60 Hours
(Pre K – 12th Grade Teachers)

Eight Teacher PD Days Prior to August 13, 2019……..……..48 Hours
August 13, 2018 through May 15, 2020 – Job Embedded District PD……..…...12 Hours

Total Professional Development Hours…….……...60 Hours

Adopted: April 15, 2019

3.30—PARENT-TEACHER COMMUNICATION

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

Teachers are required to communicate during the school year with the parent(s), legal guardian(s), or care-giving adult or adults in a student's home to discuss the student's academic progress unless the student has been placed in the custody of the Department of Human Services and the school has received a court order prohibiting parent or legal guardian participation in parent/teacher conferences[1]. 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[2] , notice of, and the reasons for retention shall be communicated promptly in a personal conference.

Note: [1] A.C.A. § 9-28-113(b)(6) provides that when the court transfers custody of a child to the Department of Human Services, the court shall issue an order stating whether the parent or legal guardian may participate in parent/teacher conferences.

[2] Course credit has been added to align with language in policy 4.55---STUDENT PROMOTION AND RETENTION.

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

Date Adopted: 05-27-2004 – Interim Board

Last Revised: 05-14-2012, 5-11-2015, 6-26-2018

3.31—DRUG FREE WORKPLACE - LICENSED PERSONNEL

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

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

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

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

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

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

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

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.[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) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately.

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

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

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

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

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

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

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

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.

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

[1] This is where you should insert the drug counseling services, rehabilitation, and employee assistance abuse programs available within your district. For example, "Such services are available from the following sources…"

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

[2] Requiring employees who need medical treatment for injuries at work to be drug tested is optional but is recommended. A.C.A. § 11-9-102 states that an injury resulting while the employee is under the influence of alcohol or illegal drugs is not a compensable injury. Requiring all employees to be drug tested for work injuries resulting in medical treatment will allow the district to abide the prohibition against paying worker's comp for a drug related injury.

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

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Date Adopted: 06-12-2006

Last Revised: 5-11-2015, 5-9-2016, 2/9/2017

3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

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

SECTION ONE – FMLA LEAVE GENERALLY

Definitions:

"Eligible Employee" is an employee who has:[4]

Been employed by the District for at least twelve (12) months, which are not required to be consecutive; and

Performed at least 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.[1]

"FMLA" is the Family and Medical Leave Act

"Health Care Provider" means:

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

Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X–ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;

Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;

Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement; or

Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

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

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

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

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

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

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

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

Policy

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

Leave Eligibility

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

- 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;
- Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; and
- 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 servicemember with a serious illness or injury. (See Section Two)

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

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

Provisions Applicable to both Sections One and Two

District Notice to Employees

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

Designation Notice to Employee

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave.[5] If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability[6] determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.[7]

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

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

Concurrent Leave Under the FMLA

All FMLA leave is unpaid unless substituted by applicable accrued leave. The District requires employees to substitute any applicable accrued leave (in the order of sick , personal, or vacation leave as may be applicable) for any period of FMLA leave.[6]

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

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

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

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

Health Insurance Coverage

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan that apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.[8]

The District has the right to pay an employee's unpaid insurance premiums during the employee's unpaid FMLA leave to maintain the employee's coverage during his/her leave. The District may recover the employee's share of any premium payments missed by the employee for any FMLA leave period that the District maintains health coverage for the employee by paying 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.[9]

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

If the employee fails to return from leave after the period of leave 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 (2) weeks[10] during FMLA leave of his/her current status and intent to return to work.

Return to Previous Position

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

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

Provisions Applicable to Section One

Employee Notice to District

Foreseeable Leave:

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

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

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

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

Unforeseeable Leave:

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

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

Medical Certification

Second and Third Opinions: In any case where the District has reason to doubt the validity of the initial certification provided, the District may require, at its expense, the employee to obtain the opinion of a second health care

provider designated or approved by the employer. If the second opinion differs from the first, the District may require, at its expense, the employee to obtain a third opinion from a health care provider agreed upon by both the District and the employee. The opinion of the third health care provider shall be considered final and be binding upon both the District and the employee.

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

The original certification is for a period greater than thirty (30) days. In this situation, the District may require a recertification after the time of the original certification expires, but in any case, the District may require a recertification every six (6) months.

The employee requests an extension of leave;

Circumstances described by the previous certification have changed significantly; and/or

The district receives information that casts doubt upon the continuing validity of the certification.

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

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

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

Substitution of Paid Leave

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

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

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

Return to Work[12]

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

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

Failure to Return to Work:

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

Intermittent or Reduced Schedule Leave

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

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

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

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

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

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

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

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

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

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

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

In any of the following scenarios, if the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to

work shall be charged against the employee's FMLA leave entitlement. The required non-FMLA leave will not be considered excessive absenteeism.

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

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

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

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

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

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

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

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

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

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

SECTION TWO - FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

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

QUALIFYING EXIGENCY

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.[13]

Definitions:

"Covered active duty" means:

in the case of a member of a **regular** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country; and

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

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

Certification[14]

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

Employee Notice to District

Foreseeable Leave:

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

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

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

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

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

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

SERIOUS ILLNESS

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

Definitions:

"Covered Service Member" is:

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. [2]

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

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

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

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

Each take up to ten (10) weeks for reason 4 in section 1 or a qualifying exigency;

Take a combined total of ten (10) weeks for reasons 1, 2, or to care for a parent under reason 3 in Section One; or

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

Medical Certification[15]

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

Employee Notice to District

Foreseeable Leave:

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

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

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

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

actual monetary losses sustained as a direct result of the violation, and for appropriate equitable relief tailored to the harm suffered.

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

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

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

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

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

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

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

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

Date Adopted: 6-09-2008

Last Revised: 6-14-2010, 05-14-2012, 4-8-2013, 5-9-2016

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

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: 5-27-04—Interim Board

Last Revised:

3.34— LICENSED PERSONNEL CELL PHONE USE

Use of cell phones or other electronic communication devices by employees during instructional time for other than instructional purposes is strictly forbidden unless specifically approved in advance by the superintendent, building principal, or their designees.[1]

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.[2]

Except when authorized in Policy 3.51—SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES, all employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.[3]

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.[4]

Notes: This policy is similar to Policy 8.25. If you change this policy, review 8.25 at the same time to ensure applicable consistency between the two.

[1] The goal is to eliminate the use of cell phones during instructional time for other than instructional purposes. You may change who has the authority to approve the use of cell phones if you so wish.

[2] The IRS has changed its position regarding the use of district issued cell phones for personal use for those employees who have a genuine **need** for a cell phone due to their job's duties. Cell phones **cannot** be issued as a fringe benefit, but only as a "legitimate" need related to their job's responsibilities. There is no longer a need to keep track of personal calls and claim their value as income. The district has the option of supplying the phone directly to the employee or of reimbursing the employee for the cost of his/her personal phone that is used for both District and personal purposes. Any such reimbursement can only be for the specific employee and not any other individuals associated with that employee's cell phone plan. There has been no change to the use of school computers for personal purposes.

When considering the pros and cons of school issued technology, keep in mind that any correspondence made on such technology (cell phone, iPad, computer) would be subject to inspection under the Freedom of Information Act. Because it is district issued, there would be no differentiation between personal and school use.

[3] This sentence is included because insurance companies have ruled that injuries occurring while driving and talking on school issued cell phones are subject to workers comp awards.

[4] This sentence was added due to the dangers involved for both drivers and pedestrians associated with distracted driving. A.C.A. § 27-51-1609 prohibits the use of a "wireless handheld telephone" while in a school zone for any purpose when that use is not hands free. While the policy language exceeds the statutory prohibition, we believe the expanded language is important for the protection of students, employees, and the public.

Cross References:
3.51—SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES
4.47— POSSESSION AND USE OF CELL PHONESAND OTHER ELECTRONIC DEVICES
7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

Legal References:
IRS Publication 15 B
A.C.A. 6-19-120
A.C.A. § 27-51-1602
A.C.A. § 27-51-1609

Approved: 5-27-04—Interim Board

Last Revised: 5-11-2015, 6-17-2019

3.34.1 PERSONNELWORKING CONDITIONS

It shall be the policy of the School Board that:

A special effort shall be made to protect the school buildings and equipment. Each teacher and pupil should take pride in keeping the buildings and equipment in good condition. A spirit should be communicated to the students to protect school property. Parents/guardians of students who willfully injure or deface school property will be expected to pay for replacement of property damaged.

Because of the many requests for use of school buildings during school hours, teachers should secure the approval of the principal before scheduling such an activity. The principal will in turn clear all requests through the Central Office where a calendar of assignments of school buildings is kept. The teacher in charge of a group having been given permission to use a school building should assume responsibility for the care of the building during the time it is being used by the group. Teachers who find it necessary to remain in a school building after working hours or custodians should assume responsibility for seeing that windows are closed and locked, electric lights turned off, thermostats adjusted, and all exterior doors securely locked.

Keys needed by teachers are to be checked out at the principal's office and are for the use only of the teacher to whom they are issued. Teachers shall not have duplicates made of keys to school locks, and in no case should a key be used by anyone other than the teacher.

Use of Conference Periods

Conference periods are to be used for preparation of instructional materials, parent conferences, administrative conferences, and to fulfill school-related responsibilities. Teachers are not to use conference periods to conduct personal business unless there is urgency in dealing with the matter. Emergencies or matters of urgency shall be determined by the principal. Staff members are to report to the office when they leave campus during work hours.

Leaving School Grounds

Any teacher who leaves the school grounds during the school day for any reason shall follow the established check-out procedure for that building.

Food or Drink in the Classroom

Teachers or staff members are to use good judgment when in the presence of students regarding drinks, eating food, or gum.

D. Liability for Teacher's Debts

It is the desire of the Board that all teachers should pay their financial obligations; the Board shall not become a collection agency by accepting orders to deduct certain amounts from their monthly salary until their debts are liquidated, except by court order.

Petitions

No petition for any cause may be circulated in any school building.

Approved: 5-27-04—Interim Board

Last Revised:

3.35—LICENSED PERSONNEL BENEFITS

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

The priceless reward of helping shape the life and future of our children;
Health insurance assistance;
Contribution to the teacher retirement system;
One sick leave day per contract calendar month, or greater portion thereof, worked; and
Two Personal days per year
Payment or partial payment of employee group dental insurance
Employee group life insurance
Coverage by Workers Compensation Insurance
Liability insurance protection as provided through the State Board of Education, and
Other benefits as defined in Board Approved Policies.

The Board reserves the right to discontinue any benefit not required by law prior to the beginning of any contract year.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 5-27-04—Interim Board

Last Revised:

3.36—LICENSED PERSONNEL DISMISSALAND 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 is are not made a part of this policy by this reference.

A copy of the Act statutes is 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: 5-27-04—Interim Board

Last Revised: 6-10-2013

3.37—ASSIGNMENT OF INSTRUCTIONALASSISTANTS

The assignment of Instructional Assistants 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: 5-27-04—Interim Board

Last Revised:

3.38 PERSONNEL POLICY COMMITTEE

Personnel Policy Committee
Purpose: The District personnel policies shall be reviewed by the Personnel Policy Committee (PPC) as required by state law and Board approved procedures. The purpose of any review shall be to update existing personnel policies to place them in compliance with state and federal law; State Department of Education procedures, regulations, policies, and to determine if additional policies or amendments to existing policies are needed.

Structure: The PPC will consist of 9 classroom teachers and three (3) administrators. Classroom teachers will include librarians, counselors, and other non-supervisory personnel. The classroom teachers shall be elected by a majority of the classroom teachers employed in the District by secret ballot in an election conducted by the teachers. One (1) representative will be elected from Early Childhood (K-1), two (2) representative from Elementary(2-4), one (1) representative from the Middle School (5-6) or ALE Beyond Boundaries (K-6), one (1) representative from the junior high level (7-8) or ALE Badger Academy (7-12), one (1) representative from the high school level (9-10), one (1) representative from High School (11-12) and two members at-large. Each building level position must have at least two nominations. The length of terms will be for two years. The administrator positions will be recommended by the Superintendent to the School Board for approval each year.

The PPC will reorganize at the beginning of the year. The PPC members from the previous year will plan for the reorganization and election of PPC membership with administrative approval regarding the number of teachers on the PPC.

Elections: Personnel Policy Committee elections shall be held during the month of September. Election ballots will be LICENSED by the existing members of the PPC. Vacancies due to resignation from the committee will be filled by appointment by the remaining PPC committee members. The appointment will be selected from two nominations submitted from the resigning member's building faculty. The appointments will be made at the first PPC meeting after the vacancy occurs. The new appointee will serve for the balance of the elected term.
Procedure: The PPC will organize itself during the month of October, elect a chairperson and secretary, and develop a calendar of meetings throughout the year to review the District's personnel policies. Minutes of the committee meetings shall be promptly reported and distributed to members of the Board and posted in the buildings of the District including administrative offices. The secretary will be responsible for notifying members of meetings according to the established calendar.

The PPC committee will present its proposed policies, or amendments to existing policies, to the Board of Directors at the April board meeting. The Board of Directors shall have the authority to adopt, reject, or refer back to the Committee on Personnel Policies for further study on any recommendations that are submitted to the Board for consideration**.**

Legal References:

Date Adopted: 5-27-04 – Interim Board

Last Revised: 5-9-2016, 2-5-2018

3.38.1—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

Definitions

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

"Bullying" means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that may address an attribute of the other student, public school employee, or person with whom the other student or public school employee is associated and that causes or creates actual or reasonably foreseeable:

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

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

- Cyberbullying;
- 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: "Slut", "You are so gay.", "Fag", "Queer").

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

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

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

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

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

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

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

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

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

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

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

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

As soon as reasonably practicable, but by no later than the end of the school day following the receipt of the credible report of bullying:

Report to a parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student that their student is the victim in a credible report of bullying; and

Prepare a written report of the alleged incident of bullying;

Promptly investigate the credible report or complaint of bullying, which shall be completed by no later than the fifth (5th) school day following the completion of the written report.

Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student who was the alleged victim in a credible report of bullying whether the investigation found the credible report or complaint of bullying to be true and the availability of counseling and other intervention services.

Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis of the student who is alleged to have been the perpetrator of the incident of bullying:

That a credible report or complaint of bullying against their student exists;

Whether the investigation found the credible report or complaint of bullying to be true;

Whether action was taken against their student upon the conclusion of the investigation of the alleged incident of bullying; and

Information regarding the reporting of another alleged incident of bullying, including potential consequences of continued incidents of bullying;

Make a written record of the investigation, which shall include:

A detailed description of the alleged incident of bullying, including without limitation a detailed summary of the statements from all material witnesses to the alleged incident of bullying;

Any action taken as a result of the investigation; and

Discuss, as appropriate, the availability of counseling and other intervention services with students involved in the incident of bullying.

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

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

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

[1] This paragraph is optional. We have included it because we have received multiple phone calls where district employees were attempting to use the policy against fellow employees.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 6-12-2006

Last Revised: 8-6-2007, 5-9-2011, 5-11-2015, 5-14-2018, 6-17-2019

3.39.0---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: 8-06-2007

Last Revised:

3.39----VACATIONS

The Board of Education has established that personnel employed on a twelve-month contract (240 days), shall be entitled to two weeks of vacation with pay each year. Vacation days are earned on a monthly basis. The two weeks of vacation will be credited to the employees leave record at the beginning of the contract year. The days credited at the beginning of the contract year are earned on the pro-rata basis upon completion of the first year of employment. Licensed employees that serve on a 248 day contract will be eligible for 3 weeks of vacation after serving five (5) years in the 248 day contracted position. **Licensed employees who work 248 days will be eligible for reimbursement of vacation days, up to five days, with Superintendent approval.**

Instructional employees may not generally take vacation during instructional time. All vacations shall first be approved by the employee's immediate supervisor and the Superintendent. The employee is to request vacation as far in advance as possible. Administrative guidelines will determine procedure for record keeping of vacation request and approval. Only two years of vacation can be credited to an employee on the accounting system.

Date Adopted: 6-27-2012 – Interim Board

Last Revised: 5-11-2015

3.40--LICENSED PERSONNEL DUTIES AS MANDATED REPORTERS

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

If the licensed employee has reasonable cause to suspect child abuse or maltreatment, then the licensed employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by calling 1-800-482-5964. 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.

If the licensed employee has a good faith belief that there is a serious and imminent threat to the public based on a threat made by an individual regarding violence in or targeted at a school that has been communicated to the licensed employee in the ordinary course of his/her professional duties, then the licensed employee shall make every attempt to immediately notify law enforcement of the serious and imminent threat to the public and have notified law enforcement within twenty-four (24) hours of learning of the serious and imminent threat to the public.

The duty of mandated reporters to report suspected child abuse or maltreatment or serious and imminent threats to the public is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person or that form the basis of the serious and imminent threat to the public; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment, or neglect has occurred,; that a serious and imminent threat to the public exists; or to rule out such a belief[1].

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

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

Notes: This policy is similar to Policy 8.34. If you change this policy, review 8.34 at the same time to ensure applicable consistency between the two.

[1] This is a delicate matter and the district would be wise to avail itself of professional development in this area available from DHS and other sources. A.C.A. § 6-61-133, requires professional development related to child maltreatment for licensed employees. Policy 3.6—LICENSED PERSONNEL EMPLOYEE TRAINING includes language covering this topic.

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

Date Adopted: 6-09-2008

Last Revised: 5-9-2011, 6-17-2019

3.40.1 LICENSED PERSONNEL MILITARY LEAVE

The Beebe District will comply with Arkansas Law 6-17-306.

Date Adopted: 5-27-04—Interim Board

Last Revised:

3.41-- LICENSED PERSONNEL TIME SCHEDULES

Prior to the beginning of the school year, a time schedule for each school will be established by the Principal and approved by the Superintendent of Schools. These schedules will meet all requirements of the Arkansas Department of Education and accrediting agencies.

In order to provide guidance to all licensed personnel, the following time schedule will be followed:

Teachers. All teachers in the District are expected to arrive at their teaching station at least 15 minutes (7:45 AM) before the school day begins or as scheduled by each school principal. Teachers who must leave during the day will have the approval of the principal of the building. Teachers will remain after school as scheduled by each principal. The work day for the Licensed staff will end at 3:30 PM unless there are scheduled meetings by the Building Principal or Superintendent that are necessary to allow for normal daily operation of the schools.

Supervisors, Directors, etc. These persons will follow a schedule as required and as approved by the Superintendent. Generally, the schedule will be the same as the one for the principal.

The Board considers it part of a teacher's and administrator's professional responsibility to attend such staff meetings as may be required for the proper functioning of the schools, to serve on committees involved in curriculum development, textbook selection, and to participate in parent-teacher organizations and functions. School administrators will seek to give sufficient notice of staff meetings, hold them to reasonable frequency and length, and make committee assignments equitably.

The Principal may assign other duties to Licensed staff as necessary for the smooth operation of the building.

Date Adopted: 5-27-04—Interim Board

Last Revised:

3.41.1—LICENSED PERSONNEL VIDEO SURVEILLANCE

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.

Prior notification will be provided to staff in the event video/audio surveillance systems are activated in the classroom." 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.

Note: This policy is similar to policies 4.48 and 8.29. If you change this policy, review 4.48 and 8.29 at the same time to ensure applicable consistency between the policies.

Date Adopted: 6-09-2008

Last Revised: 7-13-2009, 5-9-2011

3.42—OBTAINING and RELEASING STUDENT'S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION

Obtaining Eligibility Information

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

The District is required to inform households with children enrolled in District schools of the availability of the Programs and of how the household may apply for Program benefits. However, the District and anyone employed by the district is **strictly forbidden** from **requiring** any household or student within a household from submitting an application to participate in the program. There are NO exceptions to this prohibition and it would apply, for example, to the offer of incentives for completed forms, or disincentives or negative consequences for failing to submit or complete an application. Put simply, federal law requires that the names of the children shall not be published, posted or announced in any manner.

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition[1], 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[1][2] 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.[1]

Notes: This policy is similar to policy 8.35. If you change this policy, review policy 8.35 at the same time to ensure applicable consistency between the two.

The Child Nutrition Unit of the DESE website (http://www.arkansased.gov/divisions/child-nutrition-uni)t has the referenced Commissioner's Memos as well as helpful information to develop your policy statement

packet. Additionally, Commissioner's Memos FIN 09-041 has two attachments that will go a long way toward explaining the restrictions on the release of eligibility information and status.

[1] The penalty for improper disclosure of eligibility information is a fine of not more than $1000 per student name if a violation is by either the district or a person in the disclosure without authorization under federal confidentiality regulations and/or imprisonment of not more than one year.

[2] The district owns the data and has the right to choose whether or not to release it to **anyone**. Therefore, the district must make the decisions concerning its release. With the ownership comes the responsibility to ensure proper security of the data.

Legal References: Commissioner's Memos IA-05-018, FIN 09-041, and IA 99-011, and FIN 13-018
A.C.A. § 6-18-715
DESE Eligibility Manual for School Meals Revised July 2017
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: 7-13-2009

Last Revised: 4-8-2013, 6-4-2019

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

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

Legal References: A.C.A. § 6-17-401

Date Adopted: 7-13-2009

Last Revised: 05-14-2012

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 the Administrative Assistant for Support Services[1]. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic. In addition, employees whose injuries require medical attention shall submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits.[2]

A Workers' Compensation absence may run concurrently with FMLA leave (policy 3.32) when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

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

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

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

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

Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

Notes: This policy is similar to policy 8.36. If you change this policy, review 8.36 at the same time to ensure applicable consistency between the two.

[1] Insert the **position** of the person to be notified.

[2] Requiring employees who need medical treatment for injuries at work to be drug tested is optional but is recommended. A.C.A. § 11-9-102 states that an injury resulting while the employee is under the influence of alcohol or illegal drugs is not a compensable injury. Requiring all employees to be drug tested for work injuries resulting in medical treatment will allow the district to abide the prohibition against paying worker's comp for a drug related injury.

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

Legal References: Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE
A.C.A. § 11-9-102
A.C.A. § 11-9-508(d)(5)(A)
A.C.A. § 11-9-514(a)(3)(A)(i)

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Date Adopted: 7-13-2009

Last Revised: 4-8-2013, 5-11-2015, 5-9-2016

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, Instagram.

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

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

Policy

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

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

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

Division of Elementary 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.[1] 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[1] 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 members reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability. A good rule of thumb for staff to use is, "if you wouldn't say it in class, don't say it online."

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

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

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:[2]

<u>Privacy of Employee's Social Media Accounts</u>

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

Disclose the username and/or password to his/her personal social media account;
Add an employee, supervisor, or administrator to the list of contacts associated with his/her personal social media account;
Change the privacy settings associated with his/her personal social media account; or
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 reasonable believed to be relevant to the investigation of an allegation of an employee violating district policy, or state, federal or local laws or regulations. If such an investigation occurs, and the employee refuses, upon request, to supply the username and/or password required to make an investigation, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the employee's contract of employment with the District.

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

In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accord with other District policy for using district equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, other electronic device, or use of the District's network. (See policy 3.28—LICENSED PERSONNEL COMPUTER USE POLICY)

Notes: This policy is similar to policy 8.37. If you chang this policy, review 8.37 at the same time to ensure applicable consistency between the two.

While only the Privacy of Employee's Social Media Accounts section of this policy is not required by any statute, ASBA strongly recommends adopting it the policy in its entirety after consulting with staff for localizing purposes.

1 The policy's separate definitions for "social media websites" and "professional/education social media accounts" are important. Districts are encouraged to establish "professional/education social media accounts" as an acceptable means of teacher and district communication with students and parents. This can serve to discourage inappropriate staff/student interactions on "social media websites." ASBA strongly suggests using the discussions for modifying/personalizing this policy as a means for generating the acceptable guidelines and procedures for staff creation of private "professional/education social networks". We recommend **NOT** incorporating the

guidelines into the policy, but have them available for all staff to review. Incorporating them into the policy will make it much harder to change them if the need arises.

[2] What is and is not acceptable staff/student interaction on social networking websites is an education community decision, and will vary from district to district. As a general rule, the greater the degree of
real-life connections and interactivity between staff and students that normally occur in the community, the greater the tolerance will be for virtual connections and interactivity. Use the following list to help guide discussions with staff to determine which items should be included in the policy and with what modifications/stipulations. It is as important to include in the policy what **is** permitted as what **is not** permitted. Your discussions may elicit additional bullets to include in the policy.

- Sharing personal landline or cell phone numbers with students;
- Text messaging students;
- Emailing students other than through and to school controlled and monitored accounts;
- Soliciting students as friends or contacts on social networking websites;
- Accepting the solicitation of students as friends or contacts on social networking websites;
- Creation of administratively approved and sanctioned "groups" on social networking websites that permit the broadcast of information without granting students access to staff member's personal information;
- Sharing personal websites or other media access information with students through which the staff member would share personal information and occurrences.

Cross Reference: 3.28—LICENSED PERSONNEL COMPUTER USE POLICY

Legal Reference: A.C.A. § 11-2-124
DESE RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS EDUCATORS

Date Adopted: 5-9-2011

Last Revised: 6-10-2013, 6-17-2019

3.46— LICENSED FOOD SERVICE PREPAYMENT

The district does not offer credit for food items purchased in the school cafeteria; payment for such items is due at the time the food items are received. Parents or students choosing to do so may pay weekly or monthly in advance for students' meals.

Notes: The federal Fair and Accurate Credit Transaction Act of 2007 (15 USC. § 1601 *et seq*.), along with its accompanying regulations (16 CFR 681, effective 5/1/2009), require "creditors" to implement an Identity Theft Protection Program. This is a financial and potentially time-consuming burden that districts can avoid by not having practices deemed to make them "creditors." This is accomplished by the language in this policy. It is **not** intended to be as draconian as it sounds. While districts cannot allow students or parents to routinely pay for meals at the end of the month, districts are **not** prohibited from feeding the student who happened to forget his/her lunch money at home or whose parents don't get paid until the end of the week. Hungry students are seldom learning students.

This policy is similar to policy 7.17. If you change this policy, please review 7.17 at the same time to ensure applicable consistency between the two.

Date Adopted: 7-13-2009

Date Revised:

3.47—DEPOSITING COLLECTED FUNDS

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit such funds they have collected daily [1] 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.

Notes: This policy is similar to policy 8.39—DEPOSITING COLLECTED FUNDS. If you change this policy, review 8.39 at the same time to ensure consistency between the two.

[1] "Daily" is a suggested length of time that aligns with policy 7.7. You may select a different time period, but if you change it, be sure to change policy 7.7 to match. The reason for this policy and the shorter timeline is to protect both the district and the teachers from possible overnight theft which is only covered by insurance if there are receipts to prove the existence of the funds and even then, there is a deductible (often $1000). It could often be the case that the receipts and the funds would be in the same envelope and be stolen at the same time. Bottom line is that the daily timeline is to protect both the district and the teacher.

Date adopted: 5-8-2011

Last Revised: 05-14-2012

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;[1]

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

He/She is a certified law enforcement officer, either on or off duty.

He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

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

Employees who are participating in a Civil War reenactment may bring a Civil War era weapon onto campus with prior permission of the building principal. If the weapon is a firearm, the firearm must be unloaded.[2]

Notes: This policy is similar to Policy 8.40. If you change this policy, review Policy 8.40 at the same time to ensure applicable consistency between the two.

[1] If your district has housing for any employee and that employee chooses to have any firearms in the house, they should be kept in a very secure place. It would be wise to keep them in a locked gun safe so that no one other than the employee has access to them.

[2] While the policy language only specifically covers employees, A.C.A. § 6-5-502 permits any person who is a Civil War re-enactor to bring a Civil War era weapon onto campus with the prior permission of the principal.

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: 6-10-2013

Last Revised: 5-12-2014, 5-11-2015, 2-23-2016, 6-17-2019

3.49---TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM

Note and advisement: This policy is adopted by the Board of Directors in order to bring the District into compliance with The Division of Elementary and Secondary Education rules concerning student discipline, and to incorporate the provisions of A.C.A. § 6-18-511. However, teachers should be aware that federal law governing a student's Individual Education Program (IEP) or 504 plan, or status as an individual with a disability will supersede Arkansas law. In many cases, removing a student from a classroom due to behavioral problems, will violate a student's IEP, violate a student's 504 plan, or constitute discrimination against the student due to a disability that affects the student's ability to conform his or her behavior. Teachers have been successfully sued for IEP and 504 plan violations in other jurisdictions, and teachers need to understand that violating a student's rights is outside of the scope of his or her employment, and no insurance is available or provided by the school district for either legal defense or to pay a money judgment. Teachers who rely on this law and this policy to exclude a student with special needs or a disability are assuming a grave personal risk.[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, legal guardians, persons having lawful control of the student, or persons standing in loco parentis to attend the conference does not prevent any action from being taken as a result of the conference.

Note: [1] The introductory note to the policy is intended to be included in the policy. The note contains information teachers need to be aware of if they are not to misunderstand the actual limited scope of the statute's language that triggered the policy.

Legal References: A.C.A. § 6-18-511
Division of Elementary and Secondary Education Guidelines for the Development, Review and Revision of School District Student Discipline and School Safety Policies

Date Adopted: 4-8-2013

Last Revised: 6-10-2013, 5-11-2015, 6-17-2019

3.50—ADMINISTRATOR EVALUATOR CERTIFICATION

Continuing Administrators

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

Newly Hired or Promoted Administrators

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

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

Date Adopted: 6-10-2013

Last Revised: 5-12-2014, 6-26-2018, 6-4-2019

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] A school bus driver may use a two-way radio communications device used in a similar manner as a two-wat radio communications device to communicate with the District's central dispatch or transportation center. In addition, if the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

An emergency system response operator or 911 public safety communications dispatcher;

A hospital or emergency room;

A physician's office or health clinic;

An ambulance or fire department rescue service;

A fire department, fire protection district, or volunteer fire department; or

A police department.

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

Notes: This policy is similar to Policy 8.24. If you change this policy, review 8.24 at the same time to ensure applicable consistency between the two.

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

[2] The statute only prohibits "cell phone" use, but in the 10 years since it was passed the term no longer fits today's technology. The terminology in this sentence is designed to cover all the distractions that could affect a driver's ability to safely drive the bus. While we recommend our language, the statute limits the restrictions to "cell phones that requires the operator to dial numbers manually" and you can substitute that for our verbiage if you prefer.

Legal Reference: A.C.A. § 6-19 -120

Date Adopted: 5-12-2014

Last Revised: 6-17-2019

3.52—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS

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

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

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

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 or 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.

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

Date Adopted: 5-12-2014

Last Revised: 5-11-2015, 5-9-2016, 6-4-2019

3.53—LICENSED PERSONNEL BUS DRIVER END of ROUTE REVIEW

Each bus driver shall walk inside the bus from the front to the back to make sure that all students have gotten off the bus after each trip. If a child is discovered through the bus walk, the driver will immediately notify the central office and make arrangements for transporting the child appropriately. If children are left on the bus after the bus walk through has been completed and the driver has left the bus for that trip, the driver shall be subject to discipline up to and including termination of the employee's classified contract.

Date Adopted: 5-12-2014

Last Revised:

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

A fifth (5th) through twelfth (12th) grade teacher may 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 and the Division of Elementary and Secondary Education (DESE) Rules Governing Class Size and Teaching Load. A fifth (5th) through twelfth (12th) grade teacher may not teach more than the maximum number of students per day as set in the Standards and the DESE rules for teachers of fifth (5th) through twelfth (12th) grade without receiving additional compensation.

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.[1]

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

Neither the District nor the teacher are obligated to:

Enter into an agreement;

Renew an agreement; or

Continue an agreement past the semester in which the agreement is signed.

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

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

[1] The method used to determine the amount of pay for teaching more than the maximum number of students is:

Take the teacher's salary from the salary schedule and divide it by the number of days in the teacher's contract to find the teacher's daily rate of pay;

Divide the teacher's daily rate of pay by one hundred fifty (150) to find the teacher's per student per day amount;

Multiply the teacher's per student per day amount by the number of students the teacher is teaching above one hundred fifty (150).; and

Multiply the result by the number of days the teacher will be teaching the extra students.

Example: Teacher has a contract for one hundred ninety days (190) with a salary of $31,000. To calculate the daily per student amount would look like this: (31,000/190) / 150= $1.09

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

Legal Reference: A.C.A. § 6-17-812

DESE Rules Governing Class Size and Teaching Load

Date Adopted: 5-11-2015

Last Revised: 5-9-2016, 6-19-2017, 5-14-2018, 6-17-2019

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

The Beebe School District (District) and _____ (Teacher) enter into the following contract addendum:

Teacher has agreed to teach a class on _____ instead of a preparatory period from _____ through _____;[1, 2]

District agrees to pay Teacher for the loss of Teacher's preparatory period in the amount of _____;[2]

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 an addition to Teacher's regular monthly payment.[4]

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

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

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

> Take the base contract salary and divide it by the number of days in the contract to determine the teacher's daily rate of pay; and
> Divide the teacher's daily rate of pay by one hundred fifty (150) to find the per student per day rate.

The teacher will then be paid the resulting per student amount multiplied by the number of students over one hundred fifty (150) that the teacher has enrolled each day. For example, Teacher has a contract for one hundred ninety days (190) with a salary of $31,000. To calculate the daily per student amount would look like this: (31,000/190) / 150= $1.09

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

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

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

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

Date Adopted: 5-9-2016

Last Revised: 5-14-2018, 6-4-2019

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STUDENTS

4.0 - PHIOLSOPHY: GOAL & OBJECTIVE - STUDENTS

The Beebe Board of Education, administration and teachers consider education a cooperative endeavor which includes the home, community and state.

The primary role of the school is to teach educational skills while offering a broad-based and flexible curriculum which provides opportunities for individual students regardless of race, color, national origin, sex or handicap.

Educational experiences, which include extracurricular activities, should promote good citizenship, encourage students to take responsibility for their own actions, encourage students to perform well in the classroom, teach the importance of cooperation and working together to achieve common goals and provide opportunities for students to succeed.

The school should provide competent, qualified and dedicated instructors for its students as well as a physical plant that lends itself to changing educational programs while providing a stimulating atmosphere.

In applying this philosophy, the following specific objectives will be sought:

To strengthen the curriculum in the basic areas such as literacy and math
To broaden the scope of the curriculum to meet or exceed the recommended state educational standards
To provide in-service training to help teachers to keep abreast of new developments in education
To offer programs which will help each learner develop toward his/her potential
To provide educational experiences which will promote good citizenship, responsibility and a spirit of cooperation
To encourage increased parent-community participation in the school program
To promote maximum student attendance

It shall be the policy of the Board of Education that the District shall not discriminate on the basis of race, color, handicap, creed, national origin, age or sex and will place an equal emphasis upon educational opportunities for all children. All programs offered by schools within the District will be open to all students in compliance with statutory and judicial requirements.

MISSION OF BEEBE PUBLIC SCHOOLS

The mission of the Beebe School District is to utilize all resources in providing learning opportunities, tools, progressive technology and guidance to enable all students to become productive citizens and life-long learners.

Date Adopted: 08-14-06

Last Revised:

4.1—RESIDENCE REQUIREMENTS

Definitions:

"In loco parentis" means relating to the responsibility to undertake the care and control of another person in the absence of:

Supervision by the person's parent or legal guardian; and
Formal legal approval.

"Reside" means to be physically present and to maintain a permanent place of abode for an average of no fewer than four (4) calendar days and nights per week for a primary purpose other than school attendance.

"Resident" means a student whose parents, legal guardians, persons having legal, lawful control of the student under order of a court, or persons standing in loco parentis reside in the school district.

"Residential address" means the physical location where the student's parents, legal guardians, persons having lawful control of the student under order of a court, or persons standing in loco parentis reside. A student may use the residential address of a parent' legal guardian, person having legal, lawful control of the student under order of a court, or person standing in loco parentis only if the student resides at the same residential address and if the guardianship or other legal authority is not granted solely for educational needs or school attendance purposes.

The schools of the District shall be open and free through the completion of the secondary program to all persons between the ages of five (5) and twenty one (21) years whose parents, legal guardians, or other persons having lawful control of the student, person standing in loco parentis reside within the District[1] and to all persons between those ages who have been legally transferred to the District for educational purposes.

Any person eighteen (18) years of age or older may establish a residence separate and apart from his or her parent, legal guardian, person having a lawful control of the student, or a person standing in loco parentis for school attendance purposes.

In order for a person under the age of eighteen (18) years to establish a residence for the purpose of attending the District's schools separate and apart from his or her parent, legal guardian, person having lawful control of the student, or a person standing in loco parentis, the student is required to reside in the District for a primary purpose other than that of school attendance.[2] However, a student previously enrolled in the district who is placed under the legal guardianship of a noncustodial parent living outside the district by a custodial parent on active military duty may continue to attend district schools. A foster child who was previously enrolled in a District school and who has had a change in placement to a residence outside the District, may continue to remain enrolled in his/her current school unless the presiding court rules otherwise.[3]

Under instances prescribed in A.C.A. § 6-18-203, a child or ward of an employee of the district or of the education coop to which the district belongs may enroll in the district even though the employee and his/her child or ward reside outside the district.[4]

Children whose parent or legal guardian relocates within the state due to a mobilization, deployment, or available military housing while on active duty in or serving in the reserve component of a branch of the United States Armed Forces or National Guard may continue attending school in the school district the children were attending prior to the relocation or attend school in the school district where the children have relocated. A child may complete all remaining school years at the enrolled school district regardless of mobilization, deployment, or military status of the parent or guardian.

Note: [1] Residency requirements of homeless students is governed by policy 4.40—HOMELESS STUDENTS. Residency requirements governing foster children are governed by policy 4.52—STUDENTS WHO ARE FOSTER CHILDREN

[2] The Interstate compact on Educational opportunity for Military Children is the source for this sentence. It is codified at A.C.A. § 6-4-302 and 6-18-107.

[3] This is a provision of A.C.A. § 9-28-113(a) and (b).

[4] Rather than duplicate the law on the attendance of children of employees who reside outside of the district into the policy which would make for a long policy affecting a relatively small number of students, we suggest you consult A.C.A. § 6-18-203, and have a copy handy for affected employees or potential employees.

Cross References: Policy 4.40—HOMELESS STUDENTS
Policy 4.52—STUDENTS WHO ARE FOSTER CHILDREN

Legal References: A.C.A. § 6-18-302
A.C.A. § 6-18-107
A.C.A. § 6-18-202
A.C.A. § 6-18-203
A.C.A. § 9-28-113

Date Adopted: 08-14-06 6-4-302

Last Revised: 7-13-2009, 7-18-2011, 6-19-2017, 6-17-2019

4.2—ENTRANCE REQUIREMENTS

To enroll in a school in the District, the child must be a resident of the District as defined in District policy (4.1—RESIDENCE REQUIREMENTS), meet the criteria outlined in policy 4.40—HOMELESS STUDENTS, be accepted as a transfer student under the provisions of policy 4.4, or participate under a school choice option and submit the required paperwork as required by the choice option under Policy 4.5.

Students may enter kindergarten if they will attain the age of five (5) on or before August 1 of the year in which they are seeking initial enrollment. Any student who has been enrolled in a state-accredited or state-approved kindergarten program in another state for at least sixty (60) days, who will become five (5) years old during the year in which he/she is enrolled in kindergarten, and who meets the basic residency requirement for school attendance may be enrolled in kindergarten upon written request to the District. . Any student who was enrolled in a state-accredited or state-approved kindergarten program in another state or in a kindergarten program equivalent in another country, becomes a resident of this state as a direct result of active military orders or a court-ordered change of custody, will become five (5) years of age during the year in which he or she is enrolled in kindergarten, and meets the basic residency requirement for school attendance may be enrolled in kindergarten upon a written request to the District.

Any child who will be six (6) years of age on or before October 1 of the school year of enrollment and who has not completed a state-accredited kindergarten program shall be evaluated by the district and may be placed in the first grade if the results of the evaluation justify placement in the first grade and the child's parent or legal guardian agrees with placement in the first grade; otherwise the child shall be placed in kindergarten.

Any child may enter first grade in a District school if the child will attain the age of six (6) years during the school year in which the child is seeking enrollment and the child has successfully completed a kindergarten program in a public school in Arkansas.

Any child who has been enrolled in the first grade in a state-accredited or state-approved elementary school in another state for a period of at least sixty (60) days, who will become age six (6) years during the school year in which he/she is enrolled in grade one (1), and who meets the basic residency requirements for school attendance may be enrolled in the first grade.

Students who move into the District from an accredited school shall be assigned to the same grade as they were attending in their previous school (mid-year transfers) or as they would have been assigned in their previous school. Private school students shall be evaluated by the District to determine their appropriate grade placement. Home school students enrolling or re-enrolling as a public school student shall be placen accordance with policy 4.6—HOME SCHOOLING.

The district shall make no attempt to ascertain the immigration status, legal or illegal, of any student or his/her parent or legal guardian presenting for enrollment.[1]

Prior to the child's admission to a District school:[2]

The parent, legal guardian, person having lawful control of the student, or person standing in loco parentis shall furnish the child's social security number, or if they request, the district will assign the child a nine (9) digit number designated by the Division of Elementary and Secondary education.

The parent, legal guardian, person having lawful control of the student, or person standing in loco parentis shall provide the district with one (1) of the following documents indicating the child's age:

The parent, guardian, or other responsible person shall provide the district with one (1) of the following documents indicating the child's age:

A birth certificate;

A statement by the local registrar or a county recorder certifying the child's date of birth;

An attested baptismal certificate;

A passport;

An affidavit of the date and place of birth by the child's parent, legal guardian, person having lawful control of the student, or person standing in loco parentis;

United States military identification; or

Previous school records.

The parent, legal guardian, person having lawful control of the student, person standing in loco parentis shall indicate on school registration forms whether the child has been expelled from school in any other school district or is a party to an expulsion proceeding. Any person who has been expelled from any other school district shall receive a hearing before the Board at the time the student is seeking enrollment in the District. The Board reserves the to not allow the enrollment of such students until the time of the person's expulsion has expired following the hearing before the Board.[3]

In accordance with Policy 4.57—IMMUNIZATIONS, the child shall be age appropriately immunized or have an exemption issued by the Arkansas Department of Health.

Uniformed Services Member's Children

For the purposes of this policy:

"Activated reserve components" means members of the reserve component of the uniformed services who have received a notice of intent to deploy or mobilize under Title 10 of the United States Code, Title 32 of the United States Code, or state mobilization to active duty.

"Active duty" means full-time duty status in the active, uniformed services of the United States, including without limitation members of The National Guard and Reserve on active duty orders under 10 U.S.C. §§ 1209 and 1210.

"Deployment" means a period of time extending from six (6) months before a member of the uniformed services' departure from their home station on military orders through six (6) months after return to his or her home station.

"Active duty[4] members of the uniformed services" includes members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. Section 1209 and 1211;

"Eligible child" means the children of:

Active duty members of the uniformed services;

Members of the active and activated reserve components of the uniformed services;

Members or veterans of the uniformed services who are severely injured and medically discharged or retired for a period of one (1) year after medical discharge or retirement; and

Members of the uniformed services who die on active duty or as a result of injuries sustained on active duty for a period of one (1) year after death.

"Uniformed services"[4] means the United States Army, United States Navy, United States Air Force, United States Marine Corps, United States Coast Guard, the National Oceanic and Atmospheric Administration Commissioned Officer Corps, the United States Commissioned Corps of the Public Health Services, and the state and federal reserve components of each of these bodies.

"Veteran" means an individual who served in the uniformed services and who was discharged or released from the uniformed services under conditions other than dishonorable.

The superintendent shall designate an individual as the District's military education coordinator, who shall serve as the primary point of contact for an eligible child and for the eligible child's parent, legal guardian, person having lawful control of the eligible child, or person standing in loco parentis. The individual the superintendent designates as the District's military education coordinator shall have specialized knowledge regarding the educational needs of children of military families and the obstacles that children of military families face in obtaining an education.[5]

For the purposes of this policy:
"Active duty"[4] members of the uniformed services" includes members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. Section 1209 and 1211;
"Uniformed services"[4] means the Army, Navy, Air Force, Marine Corps, Coast Guard as well as the Commissioned Corps of the National Oceanic and Atmospheric Administration, and Public Health Services; "veteran" means: a person who served in the uniformed services and who was discharged or released there from under conditions other than dishonorable.
"Eligible child" means the children of:

active duty members of the uniformed services;

members or veterans of the uniformed services who are severely injured and medically discharged or retired for a period of one (1) year after medical discharge or retirement; and

members of the uniformed services who die on active duty or as a result of injuries sustained on active duty for a period of one (1) year after death.

An eligible child as defined in this policy shall:

be allowed to continue his/her enrollment at the grade level commensurate with his/her grade level he/she was in at the time of transition from his/her previous school, regardless of age;

be eligible for enrollment in the next highest grade level, regardless of age if the student has satisfactorily completed the prerequisite grade level in his/her previous school;

enter the District's school on the validated level from his/her previous accredited school when transferring into the District after the start of the school year;
be enrolled in courses and programs the same as or similar to the ones the student was enrolled in his/her previous school to extent that space is available. This does not prohibit the District from performing subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the courses/and/or programs;
be provided services comparable to those the student with disabilities received in his/her previous school based on his/her previous Individualized Education Program (IEP). This does not preclude the District school from performing subsequent evaluations to ensure appropriate placement of the student;
make reasonable accommodations and modifications to address the needs of an incoming student with disabilities, subject to an existing 504 or Title II Plan, necessary to provide the student with equal access to education. This does not preclude the District school from performing subsequent evaluations to ensure appropriate placement of the student;
be enrolled by an individual who has been given the special power of attorney for the student's guardianship. The individual shall have the power to take all other actions requiring parental participation and/or consent;
be eligible to continue attending District schools if he/she has been placed under the legal guardianship of a noncustodial parent living outside the district by a custodial parent on active military duty.

In the event that official copies of an eligible child's education records are not available at the time the eligible child is transferring, then the District shall:

Pre-register and place an eligible child based on the eligible child's unofficial education records pending receipt of the eligible child's official records; and

Request the eligible child's official education records from the sending district.

Note: [1] The US Supreme Court has held that public schools may not use immigration status as a criterion for admitting and educating students.

[2] A.C.A. § 9-28-113 requires schools to "immediately" enroll foster children whether or not they produce "required clothing or required records" noted in #2 and #4. ASBA does not believe this means schools are required to admit students currently under expulsion from their previous school. See policies 4.4 and 4.5.

[3] A.C.A. § 6-18-510 requires that districts adopt this policy language, or similar, **AND** provide a hearing before the board for the student seeking to enroll in the district while currently serving an expulsion from another district in order for the district to exclude the student until the expiration of the student's expulsion. Districts who do not include this policy language, or similar, **AND** provide the hearing before the board may **NOT** prohibit the enrollment of a student who is currently serving an expulsion from another district.

[4] A.C.A. § 6-4-302 and 6-18-107 define both "uniformed services" and "active duty." Consult the statutes to determine if the student wishing to enroll in your district qualifies under the act's definitions.

[5] While A.C.A. 6-4-309 only makes this a requirement for districts with at least twenty children of military families enrolled or an average daily membership of three thousand (3,000) students, the language is recommended for all districts.

Cross References:
4.1—RESIDENCE REQUIREMENTS
4.4—STUDENT TRANSFERS
4.5—SCHOOL CHOICE
4.6---HOME SCHOOLING
4.34—COMMUNICABLE DISEASES AND PARASITES
4.40—HOMELESS STUDENTS

Legal References:
A.C.A. § 6-4-302
A.C.A. § 6-4-309
A.C.A. § 6-15-504
A.C.A. § 6-18-107
A.C.A. § 6-18-201 (c)
A.C.A. § 6-18-207
A.C.A. § 6-18-208
A.C.A. § 6-18-510
A.C.A. § 6-18-702
A.C.A. § 9-28-113
Plyler v Doe 457 US 202,221 (1982)

Date Adopted: June 13, 2005
Last Revised: July 18, 2011; June 11, 2012, 7-11-2013, 5-12-2014, 7-13-2015, 6-19-2017, 6-17-2019

4.3—COMPULSORY ATTENDANCE REQUIREMENTS

Every parent, legal guardian, person having lawful control of the child, or person standing in loco parentis of any child age five (5) through seventeen (17) years on or before August 1 of that year who resides, as defined by policy (4.1—RESIDENCE REQUIREMENTS), within the District shall enroll and send the child to a District school with the following exceptions.:

The child is enrolled in private or parochial school.

The child is being home-schooled and the conditions of policy (4.6—HOME SCHOOLING) have been met.

The child will not be age six (6) on or before August 1 of that particular school year and the parent, legal guardian, person having lawful control of the child, or person standing in loco parentis of the child elects not to have him/her attend kindergarten. A kindergarten waver form prescribed by regulation of the Division of Elementary and Secondary Education must be signed and on file with the District administrative office.

The child has received a high school diploma or its equivalent as determined by the State Board of Education.

The child is age sixteen (16) or above and is enrolled in a post-secondary vocational-technical institution, a community college, or a two-year or four-year institution of higher education.

The child is age sixteen (16) or seventeen (17) and has met the requirements to enroll in an adult education program as defined by A.C.A. § 6-18-201 (b).

Legal Reference: A.C.A. § 6-18-201
A.C.A. § 6-18-207

Date Adopted: June 13, 2005

Last Revised: 6-14-2010, 6-17-2019

4.4—STUDENT TRANSFERS

The Beebe Public School District shall review and accept or reject requests for transfers, both into and out of the district, on a case by case basis at all regularly scheduled board meetings.[1]

The District may reject a nonresident's application for admission if its acceptance would necessitate the addition of staff or classrooms, exceed the capacity of a program, class, grade level, or school building, or cause the District to provide educational services not currently provided in the affected school.[2] The District shall reject applications that would cause it to be out of compliance with applicable laws and regulations regarding desegregation.

Any student transferring from a school accredited by the Division of Elementary and Secondary Education (DESE) to a school in this district shall be placed into the same grade the student would have been in had the student remained at the former school. Any grades, course credits, and/or promotions received by a student while enrolled in the Division of Youth Services system of education shall be considered transferable in the same manner as those grades, course credits, and promotions from other accredited Arkansas public educational entities.

Any student transferring from home school or a school that is not accredited by the DESE to a District school shall be evaluated by District staff to determine the student's appropriate grade placement. A student transferring from home school will be placed in accordance with Policy 4.6---HOME SCHOOLING.

Any person who has been expelled from any other school district shall receive a hearing before the Board at the time the student is seeking enrollment in the District. The Board reserves the right to not allow the enrollment of such students until the time of the person's expulsion has expired following the hearing before the Board.[3]

Except as otherwise required or permitted by law[4], the responsibility for transportation of any nonresident student admitted to a school in this District shall be borne by the student or the student's parents. The District and the resident district may enter into a written agreement with the student or student's parents to provide transportation to or from the District, or both.

Notes: [1] You may choose not to adopt this additional language and accept transfers on a continuing basis. Consult A.C.A. § 6-18-317 for restrictions on transfers where either the

resident or the receiving district is under or has ever been under a desegregation related court order.

[2] Your application of "capacity" should be consistent in order to avoid potential exposure to liability for unlawful discrimination against individuals with disabilities. For example, you should not choose to accept a student who requires no special services, but would require you to add an additional elementary teacher, but refuse to accept a student with a disability because it would require you to add an additional special education teacher. You may refuse to accept the transfer of a student with a disability whose acceptance would necessitate the hiring of an aide, interpreter, or other additional staff member.

[3] A.C.A. § 6-18-510 requires that districts adopt this policy language, or similar, **AND** provide a hearing before the board for the student seeking to enroll in the district while currently serving an expulsion from another district in order for the district to exclude the student until the expiration of the student's expulsion. Districts who do not include this policy language, or similar, **AND** provide the hearing before the board may **NOT** prohibit the enrollment of a student who is currently serving an expulsion from another district.

[4] A.C.A. § 9-28-113(b)(4) encourages districts to arrange for transportation for foster children who have had a change in placement to a new school, but have been kept in their previous school by a DHS or court ruling. The statute's language would permit the change in placement to be in a different district and the policy language would allow the district to arrange for the transportation at district expense.

Cross Reference: 4.6—HOME SCHOOLING

Legal References: A.C.A. § 6-15-504
A.C.A. § 6-18-316
A.C.A. § 6-18-317
A.C.A. § 6-18-510
A.C.A. § 9-28-113(b)(4)
A.C.A. § 9-28-205

Date Adopted: 06-13-2005

Last Revised: 08-11-2008, 7-18-2011, 7-11-2013, 7-13-2015, 2-23-2016, 6-19-2017, 6-26-2018, 6-17-2019, 10-21-2019

4.5—SCHOOL CHOICE

Standard School Choice

Definition

"Sibling" means each of two (2) or more children having a common parent in common by blood, adoption, marriage, or foster care.

Transfers into the District

Capacity Determination and Public Pronouncement

The Board of Directors will adopt a resolution containing the capacity standards for the District. The resolution will contain the acceptance determination criteria identified by academic program, class, grade level, and individual school. The school is not obligated to add any teachers, other staff, or classrooms to accommodate choice applications. The District may only deny a Standard School Choice application if the District has a lack of capacity by the District having reached ninety percent (90%) of the maximum student population in a program, class, grade level, or school building authorized by the Standards or other State/Federal law.[1]

The District shall advertise in appropriate broadcast media and either print media or on the Internet to inform students and parents in adjoining districts of the range of possible openings available under the School Choice program. The public pronouncements shall state the application deadline, the requirements and procedures for participation in the program, and include contact information for the primary point of contact at the District for school choice questions. Such pronouncements shall be made in the spring, but in no case later than March 1.[2]

Application Process

The student's parent shall submit a school choice application on a form approved by ADE to this District along with a copy to the student's resident district. Except for students who have a parent or guardian who is an active-duty member of the military and who has been transferred to and resides on a military base, the transfer application must be postmarked or hand delivered on or before May 1 of the year preceding the fall semester the applicant would begin school in the District. The District shall date and time stamp all applications the District receives as both the resident and nonresident district as they are received in the District's central office. Except for applications from students who have a parent or guardian who is an active-duty member of the military and who has been transferred to and resides on a military base, applications postmarked or hand delivered on or after May 2 will not be accepted. Statutorily, preference is required to be given to siblings of students who are already enrolled in the District. Therefore, siblings whose applications fit the capacity standards approved by the Board of Directors may be approved ahead of an otherwise qualified non-sibling applicant who submitted an earlier application as identified by the application's date and time stamp.

Students who have a parent or guardian who is an active-duty member of the military and who has been transferred to and resides on a military base may submit an application and transfer at any time if the student's application:

1. Is filed with the nonresident school district within fifteen (15) days of the parent's or guardian's arrival on the military base;
2. Includes the parent's or guardian's military transfer orders; and
3. Includes the parent's or guardian's proof of residency on the military base.

The approval of any application for a choice transfer into the District is potentially limited by the applicant's resident district's statutory limitation of losing no more than three percent (3%) of its past year's student enrollment due to Standard School Choice. As such, any District approval of a choice application prior to July 1 is provisional pending a determination that the resident district's three percent (3%) cap has not been reached. The Superintendent shall contact a student's resident district to determine if the resident district's three percent (3%) cap has been met.

The Superintendent will consider all properly submitted applications for School Choice. By July 1, the Superintendent shall notify the parent and the student's resident district, in writing, of the decision to accept or reject the application.

Accepted Applications

Applications which fit within the District's stated capacity standards shall be provisionally accepted, in writing, with the notification letter stating a reasonable timeline by which the student shall enroll in the District by taking the steps detailed in the letter, including submission of all required documents. If the student fails to enroll within the stated timeline, or if all necessary steps to complete the enrollment are not taken, or examination of the documentation indicates the applicant does not meet the District's stated capacity standards, the acceptance shall be null and void.[3]

A student, whose application has been accepted and who has enrolled in the District, is eligible to continue enrollment until completing his/her secondary education. Continued enrollment is conditioned upon the student meeting applicable statutory and District policy requirements. Any student who has been accepted under choice and who either fails to initially enroll under the timelines and provisions provided in this policy, who chooses to return to his/her resident district; or who enrolls in a home school or private school voids the transfer and must reapply if, in the future, the student seeks another school choice transfer. A subsequent transfer application will be subject to the capacity standards applicable to the year in which the application is considered by the District.

A present or future sibling of a student who continues enrollment in this District may enroll in the District by submitting a Standard School Choice application. Applications of siblings of presently enrolled choice students are subject to the provisions of this policy including the capacity standards applicable to the year in which the sibling's application is considered by the District. A sibling who enrolls in the District through Standard School choice is eligible to remain in the District until completing his/her secondary education.

Students whose applications have been accepted and who have enrolled in the district shall not be discriminated against on the basis of gender, national origin, race, ethnicity, religion, or disability.

Rejected Applications

The District may reject an application for a transfer into the District under Standard School Choice due to a lack of capacity. However, the decision to accept or reject an application may not be based on the student's previous academic achievement, athletic or other extracurricular ability, English proficiency level, or previous disciplinary proceedings other than a current expulsion.[4]

An application may be provisionally rejected if it is for an opening that was included in the District's capacity resolution, but was provisionally filled by an earlier applicant. If the provisionally approved applicant subsequently does not enroll in the District, the provisionally rejected applicant could be provisionally approved and would have to meet the acceptance requirements to be eligible to enroll in the District.

An application may be provisionally rejected if the student's application was beyond the student's resident district's three percent (3%) cap. The student's resident district is responsible for notifying this District that it is no longer at its three percent (3%) cap. If a student's application was provisionally rejected due to the student's resident district having reached its three percent (3%) cap and the student's resident district notifies this District that it has dropped below its three percent (3%) cap prior to July 1, then the provisional rejection may be changed to a provisional acceptance and the student would have to meet the acceptance requirements to be eligible to enroll in the District.

Rejection of applications shall be in writing and shall state the reason(s) for the rejection. A student whose application was rejected may request a hearing before the State Board of Education to reconsider the application. The request for a hearing must be submitted in writing to the State Board within ten (10) days of receiving the rejection letter from the District.

Any applications that are denied due to the student's resident district reaching the three percent (3%) limitation cap shall be given priority for a choice transfer the following year in the order that the District received the original applications.

Transfers Out of the District

All Standard School Choice applications shall be granted unless the approval would cause the District to have a net enrollment loss (students transferring out minus those transferring in) of more than three percent (3%) of the average daily membership on October 1 of the immediately preceding year. By December 15 of each year, DESE shall determine and notify the District of the net number of allowable choice transfers. Students are not counted for the purpose of determining the three (3) percent (%) cap if the student transfers:

- Through Opportunity School Choice due to the school receiving a rating of "F" or a district classified as in need of Level 5 Intensive Support under A.C.A. § 6-18-227;
- Due to the district's identification of Facilities Distress under A.C.A. § 6-21-812; or
- Through the Foster Child School Choice under A.C.A. § 6-18-233.

If, prior to July 1, the District receives sufficient copies of requests from other districts for its students to transfer to other districts to trigger the three percent (3%) cap, it shall notify each district the District received Standard School Choice applications from that it has tentatively reached the limitation cap. The District will use confirmations of approved choice applications from receiving districts to make a final determination of which applications it received that exceeded the limitation cap and notify each district that was the recipient of an application to that effect.[~~95~~] The District shall immediately notify all receiving districts if it should drop back below its three percent (3%) cap prior to July 1.

When the last successful application requesting to transfer out of the District before the District's three percent (3%) cap was triggered belonged to an individual who was a member of a group of siblings who applied to transfer out of the District, the District shall allow all members of the individual's sibling group to transfer out of the District even though these applications are beyond the District's transfer cap.

Facilities Distress School Choice Applications

There are a few exceptions from the provisions of the rest of this policy that govern choice transfers triggered by facilities distress. Any student attending a school district that has been identified as being in facilities distress may transfer under the provisions of this policy, but with the following four (4) differences.

- The receiving district cannot be in facilities distress;
- The transfer is only available for the duration of the time the student's resident district remains in facilities distress;
- The student is not required to meet the May 1 application deadline; and
- The student's resident district is responsible for the cost of transporting the student to this District's school.

Opportunity School Choice

Transfers Into or Within the District[6]

For the purposes of this section of the policy, a "lack of capacity"[~~117~~] is defined as when the receiving school has reached the maximum student-to-teacher ratio allowed under federal or state law, the DESE Rules for the Standards for Accreditation, or other applicable rules. There is a lack of capacity if, as of the date of the application for Opportunity School Choice, ninety-five percent (95%) or more of the seats at the grade level at the nonresident school are filled.

Unless there is a lack of capacity[~~117~~] at the District's school or the transfer conflicts with the provisions of a federal desegregation order applicable to the District, a student may transfer

from the student's assigned school to another school in the District[6] or from the student's resident district into the District if:

- Either:
  - The student's resident district has been classified by the state board as in need of Level 5 — intensive support; or
  - The student's assigned school has a rating of "F"; and
- By May 1 of the year before the student intends to transfer, the student's parent, guardian, or the student if the student is over eighteen (18) years of age has submitted an application of the student's request to transfer to the:
  - DESE;
  - Sending school district; and
  - Receiving school district.

A student is not required to meet the May 1 application deadline if the student has a parent or guardian who is an active-duty member of the military and who has been transferred to and resides on a military base. The student may transfer at any time if the student's application:

a. Is filed with the nonresident school district within fifteen (15) days of the parent's or guardian's arrival on the military base;

b. Includes the parent's or guardian's military transfer orders; and

c. Includes the parent's or guardian's proof of residency on the military base.

Within thirty (30) days from receipt of an application from a student seeking admission under this section of the policy, the Superintendent shall notify in writing the parent or guardian, or the student if the student is over eighteen (18) years of age, whether the Opportunity School Choice application has been accepted or rejected. The notification shall be sent via First-Class Mail to the address on the application.

If the application is accepted, the notification letter shall state the deadline by which the student must enroll in the receiving school or the transfer will be null and void.

If the District rejects the application, the District shall state in the notification letter the specific reasons for the rejection.[~~12~~8] A parent or guardian, or the student if the student is over eighteen (18) years of age, may appeal the District's decision to deny the application to the State Board of Education. The appeal must be in writing to the State Board of Education via certified mail, return receipt requested, no later than ten (10) calendar days, excluding weekends and legal holidays, after the notice of rejection was received from the District.

A student's transfer under Opportunity School choice is effective at the beginning of the next school year and the student's enrollment is irrevocable for the duration of the school year and is renewable until the student completes high school or is beyond the legal age of enrollment. This provision for continuing eligibility under Opportunity Choice does not negate the student's right to apply for transfer to a district other than the student's assigned school or resident district under the Standard School Choice provisions of this policy.

The District may, but is not obligated to provide transportation to and from the transferring district.[9]

Transfers out of, or within, the District[6]

If a District school receives a rating of "F" or the District has been classified by the State Board as in need of Level 5 Intensive Support, the District shall timely notify parents, guardians, or students, if over eighteen (18) years of age, as soon as practicable after the academic distress or in need of Level 5 Intensive Support designation is made of all options available under Opportunity School Choice. The District shall offer the parent or guardian, or the student if the student is over eighteen (18) years of age, an opportunity to submit an application to enroll the student in a school district that has not been classified by the State Board as in need of Level 5 Intensive Support or in a public school that does not have a rating of "F".

Additionally, the District shall request public service announcements to be made over the broadcast media and in the print media at such times and in such a manner as to inform parents or guardians of students in adjoining districts of the availability of the program, the application deadline, and the requirements and procedure for nonresident students to participate in the program.[10]

Unsafe School Choice Program

Any student that becomes the victim of a violent criminal offense while in or on the grounds of a District school or who is attending a school classified by ADE as a persistently dangerous public school shall be allowed to attend a safe public school within the District.

Notes

[1] For the Resolution, see Form 4.5F. There is no real flexibility in setting capacity as you can no longer take growth into account when setting slots for Standard School Choice. Districts may only deny a transfer if the transfer would place the district above the ninety percent (90%) maximum under law or the student's resident district has reached its three percent (3%) cap. Your application of a lack of capacity must be consistent; you can't choose to add a teacher due to accepting a student, but refuse to add a staff member because the applicant requires special education.

Once the resolution has been made, the Board's role in determining acceptance is finished and no further board action is required to accept school choice students.

[2] The statute does not stipulate a date and you can choose your own, but it should give parents a reasonable opportunity to submit their application While the statute gives districts a choice between advertising in print or on the Internet, it also doesn't prohibit advertising in both. To help inform parents before they try to apply so they will know in advance if it's actually a possibility that their child could be accepted, we suggest either including your capacity resolution in the public announcements or state where the resolution can be picked up.

[3] Consider the following about the timing of your acceptance of an application and why it's important to provisionally accept each application until the notification letter is returned to you: The later you accept an application, the more confident you can be about accepting or denying based on capacity. (For example, have as many students as usual moved into your district and were they in the expected grade level patterns?) However, an earlier, **provisional**,

acceptance, such as June 1, gives you more time to determine through the use of your acceptance notification letter whether the student's reality matches the information supplied on the application. For example, would the applicant have been held back in 3rd grade in the resident school and the parent is trying to keep that from happening by transferring. While you may have an opening in 4th grade (the grade the parent would have applied for), you may not have an opening in 3rd grade and so would need to deny the application once the paperwork was submitted.

Another example would be an application for a kindergarten choice transfer. When reviewing the completed paperwork, you discover the child is medically fragile and will require additional staff to meet the student's needs. Provisional acceptance gives you the time and opportunity to reconsider your acceptance and still meet the July 1 deadline.

[4] You are required to hold a hearing before the board of directors about the student's expulsion. (See A.C.A. § 6-18-510.) It is possible that the expulsion was for a disciplinary infraction that does not result in expulsion in your district. If this is the case, you have the choice of whether or not to admit the student under school choice due to the resident district's expulsion of the student, but you may NOT deny a student unless you hold a hearing.

[5] The "shalls" used in this paragraph are not statutorily required (The Public School Choice Act of 2015 simply doesn't address the issue), but without notification to the non-resident district, there is no way for the non-resident district to know when the cap has been reached.

[6] Only include "or within" if your district has more than one school with the same grade(s).

[7] The capacity standards under "Opportunity Choice" are slightly more strict than under "Standard Choice" standards and are limited to what is stated in the policy. Additionally, by Rule, you are required to base your decision on ninety-five (95%) of capacity at the time of the application with no provision for consideration of your district's normal growth. Just as with Standard School Choice, your application of a lack of capacity must be consistent; you can't choose to add a teacher due to accepting a student, but refuse to add a staff member because the applicant requires special education.

[8] The student or his/her parents may appeal to the State Board a decision to deny admission.

[9] Sending districts are required to spend up to four hundred dollars ($400) per year to transport the student. The statute and the Rules are unclear. They both state that receiving districts **may** transport opportunity choice students, but sending districts **shall** pay up to four hundred dollars ($400) per year to transport the student. The policy's language makes no attempt to settle the discrepancy. The financial responsibility of the transferring district goes away when the school no longer has a rating of "F" or the student's resident district is no longer classified by the state board as in need of Level 5---intensive support. At that time the statute states that the receiving district may choose to pay for the transportation.

[10] Opportunity Choice does not give you the option contained in Standard Choice of advertising on the Internet in place of print media.

Legal References: A.C.A. § 6-1-106
A.C.A. § 6-13-113
A.C.A. § 6-15-2915
A.C.A. § 6-18-227
A.C.A. § 6-18-233
A.C.A. § 6-18-320
A.C.A. § 6-18-510
A.C.A. § 6-18-1901 et seq.
A.C.A. § 6-21-812
DESE Rules Governing Public School Choice

Date Adopted: 6-10-2013

Last Revised: 7-14-2014, 7-13-2015, 6-19-2017, 2-15-2018, 6-17-2019, 4-20-20, 5-21-20

4.5F—SCHOOL CHOICE CAPACITY RESOLUTION

Whereas:

The Board of Directors of the Beebe School District has approved by a vote of the Board, the following capacity resolution for school choice applicants for the 2015-2016 school-year under the provisions of policy 4.5—SCHOOL CHOICE and applicable Arkansas law.

Applicants, whose applications meet the provisions of policy 4.5—SCHOOL CHOICE, will be sent a provisional acceptance notification letter which will give instructions on the necessary steps and timelines to enroll in the District. Provisional acceptance shall be determined prior to July 1 with a final decision to be made by July 1 based on the district's available capacity for each academic program, class, grade level, and individual school.

Applications that are not received on or before May 1, are to a student's resident district that has declared itself exempt due to an existing desegregation order, or, the acceptance of which would exceed the applicant's resident district's statutory limitation on student transfers out of its district will not be accepted.

The district reserves to itself the ability to determine, based on an examination of student records obtained from the prior district, and other information, whether any student would require a different class, course or courses, program of instruction, or special services than originally applied for. If such an examination determines that capacity has been reached in the appropriate class, course or program of instruction, or that additional staff would have to be hired for the applicant, the District shall rescind the original provisional acceptance letter and deny the Choice transfer for that student.

The district reserves to itself the ability to decline to accept under school choice any student whose acceptance would require the district to add additional staff, for any reason.

THEREFORE, let it be resolved that these shall constitute the School Choice openings at the beginning of the School Choice enrollment period for the school-year 2015-2016.

_____ _____

Board President Board Secretary

_____ _____

Date Date

4.5F3—SCHOOL CHOICE ACCEPTANCE LETTER

Dear Parent's name,

I am pleased to inform you that the application you submitted for _____[1] has been accepted pending enrollment of _____[1] by insert date,[2] however, failure to enroll student's name by this date will render this offer of acceptance null and void.

I look forward to welcoming student's name as part of the school or District's name and/or mascot.

Once your child has enrolled in school with us this coming school-year, student's name will be eligible to continue enrollment in the district until completing high school or is beyond the legal age of enrollment provided the student meets the applicable statutory and District policy requirements all other District students must meet (with the exception of residency in the District) to continue District enrollment. This information is contained in the student handbook.

Please Note: The "insert District's name" has no control over when a student's resident district might reach is statutory limit on allowable transfers out of its district. While we consider it unlikely, there is always the possibility that we could be forced to withdraw this acceptance if the resident district determines it reached its statutory cap for transfers out of its district prior to your student's application date to our District. You will be notified immediately should that rescission of acceptance be necessary. We apologize for this unavoidable uncertainty.

Respectfully,

[1]Insert student's name

[2]Insert date,

Insert position/title

4.5F4--SCHOOL CHOICE REJECTION LETTER

Dear Parent's name,

I am sorry, but the application you submitted for student's name has been rejected for the following reason(s).

____ Your child's resident district has declared itself exempt from the provisions of the School Choice Law due to it being under an enforceable desegregation order.

____ Your child's resident district has reached it limitation cap for allowable transfers and we cannot accept any additional school choice transfers from that district.

____ Your child does not meet the openings identified for the coming school-year identified in the Board of Directors Resolution adopted on insert date.

The specific reason for rejection is that acceptance would cause the district to have to add:

___ Staff
___ Teachers
___ classroom(s)
___ the insert the name of the program, class, grade level, or school building's capacity

As noted in your original application, you have ten (10) days from receipt of this notice in which to submit a written appeal of this decision to the State Board of Education.

Respectfully,

Insert name
Insert position/title

4.6—HOME SCHOOLING

Enrollment in Home School

Parents or legal guardians desiring to provide a home school for their children shall give written notice to the Superintendent of their intent to home school. The notice shall be given:

At the beginning of each school year, but no later than August 15;

Fourteen (14) calendar days prior to withdrawing the child (provided the student is not currently under disciplinary action for violation of any written school policy, including, but not limited to, excessive absences) and at the beginning of each school year thereafter; or

Within thirty (30) calendar days of the parent or legal guardian establishing residency within the district during the school year.

Written notice of the parent or legal guardian's intent to home school shall be delivered to the Superintendent through any of the following methods:

Electronically, including without limitation by email;

By mail; or

In person.

The notice shall include:

The name, sex, date of birth, grade level, and the name and address of the school last attended, if any;

The mailing address and telephone number of the home school;

The name of the parent or legal guardian providing the home school;

Indicate if the home-schooled student intends to participate in extracurricular activities during the school year;

A statement of whether the home-schooled student plans to seek a high school equivalency diploma during the current school year;

A statement if the home-school student plans to seek a driver's license during the current school year;

A statement that the parent or legal guardian agrees that the parent or legal guardian is responsible for the education of their children during the time the parents or legal guardians choose to home school; and

A signature of the parent or legal guardian, which must be notarized if the home-schooled student plans to seek a driver's license during the school year.

To aid the District in providing a free and appropriate public education to students in need of special education services, the parents or legal guardians home-schooling their children shall provide information that might indicate the need for special education services.

Enrollment or Re-Enrollment in Public School

A home-schooled student who wishes to enroll or re-enroll in a District school shall submit:

A transcript listing all courses taken and semester grades from the home school;

Score of at least the thirtieth percentile on a nationally recognized norm-referenced assessment taken in the past year; and

A portfolio of indicators of the home-schooled student's academic progress, including without limitation:

- Curricula used in the home school;
- Tests taken and lessons completed by the home-schooled student; and

Other indicators of the home-schooled student's academic progress.

If a home-schooled student is unable to provide a nationally recognized norm-referenced score, the District may either assess the student using a nationally recognized norm-referenced assessment or waive the requirement for a nationally recognized norm-referenced assessment score.

A home-schooled student who enrolls or re-enrolls in the District will be placed at a grade level and academic course level equivalent to or higher than the home-schooled student's grade level and academic course level in the home school:

As indicated by the documentation submitted by the home-schooled student;

By mutual agreement between the public school and the home-schooled student's parent or legal guardian; or

If the home-schooled student fails to provide the documentation required by this policy, with the exception of the nationally recognized norm-referenced assessment score, the District may have sole authority to determine the home-schooled student's grade placement and course credits. The District will determine the home-schooled student's grade placement and course credits in the same manner the District uses when determining grade placement and course credits for students enrolling or re-enrolling in the District who attended another public or private school.

The District shall afford a home-schooled student who enrolls or re-enrolls in a public school the same rights and privileges enjoyed by the District's other students. The District shall not deny a home-schooled student who enrolls or re-enrolls in the District any of the following on the basis of the student having attended a home school:

Award of course credits earned in the home school;

Placement in the proper grade level and promotion to the next grade level;

Participation in any academic or extracurricular activity;

Membership in school-sponsored clubs, associations, or organizations;

A diploma or graduation, so long as the student has enrolled or re-enrolled in the District to attend classes for at least the nine (9) months immediately prior to graduation; or

Scholarships.

Legal References: A.C.A. § 6-15-503
A.C.A. § 6-15-504
A.C.A. § 6-41-103

Date Adopted: 8-14-2006

Last Revised: 6-19-2017

4.7—ABSENCES

If any student's Individual Education Program (IEP) or 504 Plan conflicts with this policy, the requirements of the student's IEP or 504 Plan take precedence.

Education is more than the grades students receive in their courses. Important as that is, students' regular attendance at school is essential to their social and cultural development and helps prepare them to accept responsibilities they will face as an adult. Interactions with other students and participation in the instruction within the classroom enrich the learning environment and promote a continuity of instruction which results in higher student achievement.

Absences for students enrolled in digital courses shall be determined by the online attendance and time the student is working on the course rather than the student's physical presence at school. Students who are scheduled to have a dedicated period for a digital class shall not be considered absent if the student logs the correct amount of time and completes any required assignments; however, a student who fails to be physically present for an assigned period may be disciplined in accordance with the District's truancy policy.

Absences

Students shall not be absent, as defined in this policy more than 8 (eight) days in a semester. At the discretion of the principal after consultation with persons having knowledge of the circumstances of the absences, the student may be denied credit, promotion or graduation if they have exceeded the number of days absent. Excessive absences shall not be a reason for expulsion or dismissal of a student.

Whenever a student exceeds eight absences in a semester, the District shall notify the prosecuting authority and the parent, legal guardian, person having lawful control of the student, or persons standing in loco parentis shall be subject to a civil penalty as prescribed by law.

Students with eight (8) absences in a course in a semester may not receive credit for that course. At the discretion of the principal after consultation with persons having knowledge of the circumstances of the absences, the student may be denied promotion or graduation.

When a student has four (4) absences, his/her parents, legal guardians, persons with lawful control of the student, or persons standing in loco parentis shall be notified[6]. Notification shall be by telephone by the end of the school day in which such absence occurred or by regular mail with a return address sent no later than the following school day.

It is the Arkansas General Assembly's intention that students having excessive absences be given assistance in obtaining credit for their courses. Therefore, at any time prior to when a student exceeds the number of unexcused absences permitted by this policy, the student, or his/her parent, legal guardian, person with lawful control of the student, or person standing in loco parentis may petition the school or district's administration for special arrangements to address the student's absences. If formal arrangements are granted, they shall be formalized into a written agreement which will include the conditions of the agreement and the consequences for

failing to fulfill the agreement's requirements. The agreement shall be signed by the student, the student's parent,; legal guardian,; person having lawful control of the student; or person standing in loco parentis, and the school or district administrator or designee.[7]

Students who attend in-school suspension shall not be counted absent for those days.[8]

Days missed due to out-of-school suspension or expulsion shall be counted as absences.[8]

The following are examples of absences that will be considered when determining credit or exemptions from civil penalty:

- The student's illness or when attendance could jeopardize the health of other students. A maximum of six (6) such days are allowed per semester unless the condition(s) causing such absences is of a chronic or recurring nature, is medically documented, and approved by the principal.[1]
- Death or serious illness in their immediate family;[2]
- Observance of recognized holidays observed by the student's faith;
- Attendance at an appointment with a government agency;
- Attendance at a medical appointment;
- Exceptional circumstances with prior approval of the principal;
- Participation in FFA, FHA, or 4-H sanctioned activity;
- Participation in the election poll workers program for high school students.
- Absences granted to allow a student to visit his/her parent or legal guardian who is a member of the military and been called to active duty, is on leave from active duty, or has returned from deployment to a combat zone or combat support posting. The number of additional excused absences shall be at the discretion of the superintendent or designee.
- Absences granted, at the Superintendent's discretion, to seventeen (17) year-old students who join the Arkansas National Guard while in eleventh grade to complete basic combat training between grades eleven (11) and (12).
- Absences for students excluded from school by the Arkansas Department of Health during a disease outbreak because the student has an immunization waiver or whose immunizations are not up to date.[3]

Students who serve as pages for a member of the General Assembly shall be considered on instructional assignment and shall not be considered absent from school for the day the student is serving as a page.[4]

The District shall notify the Department of Finance and Administration whenever a student fourteen (14) years of age or older is no longer in school. The Department of Finance and Administration is required to suspend the former student's operator's license unless he/she meets certain requirements specified in the statute.

Notes: If your district's penalties for absences include an impact on the student's grades, it is important to note that A.C.A. § 9-28-113(f) prohibits the lowering of grades of foster children for absences due to 1) a change in the student's school enrollment; 2) the student's attendance at a court ordered dependency-neglect court proceeding; or 3) the student's attendance at a court-ordered counseling or treatment.

1 Limiting the number of excused absences for illness is an option which you can choose to include or not include. The number of absences can be changed as you feel appropriate.

2 The meaning of "immediate family" is defined in A.C.A. § 6-17-1202.

3 The law is silent on how to treat absences for students excluded from school in this manner. While you may elect to have such absences treated as unexcused absences, we do not recommend doing so due to the truancy requirements and the potential for a student to not be able to make up homework based on the language in Policy 4.8—MAKE-UP WORK.

4 Statutorily, the day the student serves as a page cannot be counted as an absence, but the school may grant additional days (such as for travel time) in conjunction with the day as a page that would also not be counted as absences. The choice is up to the district.

5 A.C.A. § 6-18-222(a)(1)(A)(i) requires school boards to adopt an attendance policy that includes a "certain number" of excessive unexcused absences. The code leaves the specific number up to the individual board's discretion. The number your board chooses determines the number of absences that triggers the notices being sent to the student's parents.

6 If your district has a Community Truancy Board as defined in A.C.A. § 6-18-225 & 226, notification will also need to be sent to the chairman of the truancy board. The truancy board will then need to proceed as defined by A.C.A. § 6-18-222(a)(4)(A).

7 Students are specifically permitted to initiate the agreement on their own; their parents may be unavailable or unwilling to meet with the administration.

8 The statutes are silent on whether in-school-suspensions shall count as absences. You can choose to amend this sentence and make either or both forms of suspension count as unexcused absences. In making your decision, we suggest you consider the number of days of allowable unexcused absences you have chosen for this policy, the lower the number, the greater the consequences for including an in-school-suspension as an unexcused absence. A.C.A. § 6-18-507(g) requires districts to note on each student's attendance record if the student's absence was due to an out-of-school suspension.

Cross References: 4.8—MAKE-UP WORK
4.57—IMMUNIZATIONS

Legal References: A.C.A. § 6-4-302
A.C.A. § 6-18-107
A.C.A. § 6-18-209
A.C.A. § 6-18-220
A.C.A. § 6-18-222
A.C.A. § 6-18-229
A.C.A. § 6-18-231
A.C.A. § 6-18-507(g)
A.C.A. § 6-18-702
A.C.A. § 7-4-116
A.C.A. § 9-28-113(f)
A.C.A. § 27-16-701
Division of Elementary and Secondary Education
Rules Governing Distance and Digital Learning

Date Adopted: Date Adopted: 7-18-2011

Last Revised: 06-11-2012, 7-11-2013, 7-13-2015, 7-11-2016, 6-17-2019

4.8—MAKE-UP WORK

Students who miss school due to an excused absence shall be allowed to make up the work they missed during their absence under the following rules.[1]

Students are responsible for asking the teachers of the classes they missed what assignments they need to make up.

Teachers are responsible for providing the missed assignments when asked by a returning student.[2]

Students are required to ask for their assignments on their first day back at school or their first class day after their return.3

Make-up tests are to be rescheduled at the discretion of the teacher, but must be aligned with the schedule of the missed work to be made up.

Students shall have one class day (unless specified by the teacher) to make up their work for each class day they are absent.**3**

Make-up work which is not turned in within the make-up schedule for that assignment shall receive a zero.[4]

Students are responsible for turning in their make-up work without the teacher having to ask for it.[2]

Students who are absent on the day their make-up work is due must turn in their work the day they return to school whether or not the class for which the work is due meets the day of their return.

As required/permitted by the student's Individual Education Plan or 504 Plan.

Work may not be made up for credit for unexcused absences **unless** the excused absences are part of a signed agreement as permitted by policy 4.7—ABSENCES.[5] Out –of-school-suspensions are unexcused absences.[6]

Work missed while a student is expelled from school may not be made up for credit and students shall receive a zero for missed assignmnts.[7]

In lieu of the timeline above, assignments for students who are excluded from school by the Arkansas Department of Health during a disease outbreak are to be made up as set forth in Policy 4.57—IMMUNIZATIONS.

Notes: [1] Your district has the right to require students to make up work for both excused and unexcused absences; requiring work to be made up for all absences could serve as a deterrent for unexcused absences.

[2] This sentence should be modified for elementary school classes.

[3] Select the number of days your district deems reasonable and feasible.

[4] Your district may choose to adopt a different schedule such as docking the work a certain percentage for each day it is late.

[5] The contents of this paragraph are optional and can be adjusted to the extent it remains aligned with your personalization of policy 4.7.

[6] Remove this sentence if you elected to make out-of-school suspensions count as excused absences in Policy 4.7.

[7] The law is silent on what happens to assignments a student misses due to being expelled. You may grant the student no credit for the courses the student was taking instead of giving the student zeros. We recommend you consider the practice your district has been using and align the language in this policy with your previous practice to maintain consistency.

Cross References: 4.7—ABSENCES
4.57—IMMUNIZATIONS:

Date Adopted: 08-14-06

Last Revised: 7-18-2011, 7-13-2015

4.9—TARDIES

Promptness is an important character trait that District staff is encouraged to model and help develop in our schools' students. At the same time, promptness is the responsibility of each student. Students who are late to class show a disregard for both the teacher and their classmates which compromises potential student achievement. The student handbooks outline specifics for each age level regarding tardiness.

Date Adopted: 08-14-06

Last Revised:

4.10—CLOSED CAMPUS

All schools in the District shall operate closed campuses. Students are required to stay on campus from their arrival until dismissal at the end of the regular school day. Unless given permission to leave the campus by a school official, students must sign out in the office upon their departure.

Date Adopted: 08-14-06

Last Revised:

4.11—EQUAL EDUCATIONAL OPPORTUNITY

No student in the Beebe School District shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, age, or disability be excluded from participation in, or denied the benefits of, or subjected to discrimination under any educational program or activity sponsored by the District. The District has a limited open forum granting equal access to the Boy Scouts of America and other youth groups.[1]

Inquiries on non-discrimination may be directed to Central Office, 501-882-5463, 1201 West Center Street, Beebe.[3]

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

Notes: A copy of this non-discrimination notification should be included in all district publications to students and parents.

[1] A.C.A. § 6-10-132 requires that youth patriotic societies, such as the Boy Scouts of America, be provided access to students during the school day; as a result, all districts now have a limited open forum and are required to provide the same access to groups who follow the procedure set forth in the statute to request access to students regardless of the groups viewpoint.

[2] Insert the position(s) designated to be contacted on discrimination inquiries. If you have different positions designated to answer questions on disability discrimination (504 coordinator) and sex discrimination (Title IX coordinator), then you will need to include the position responsible for each area. Do not include the name(s) of the person(s) to be contacted in the policy; changing the name of the person (due to a staffing change) would necessitate amending the policy, which would require it to go through the entire adoption process.

[3] Insert the office address phone number, and email address to be used to contact the designated position. If you have more than one position designated as set forth in footnote 3, you will need to include a contact number, email address, and office address for each position. The contact number and office address may be the school/district address and phone number. We recommend making the email address specific to the position, such as titleix@districtdomain.org, and having the emails sent to the coordinator's inbox to prevent having to amend the policy due to staff changes.

Legal References: A.C.A. § 6-10-132
A.C.A. § 6-18-514
28 C.F.R. § 35.106
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: 08-14-06
Last Revised: 7-13-2015, 7-11-2016, 6-19-2017, 5-14-2018

4.12—STUDENT ORGANIZATIONS/EQUAL ACCESS

Non-curriculum-related secondary school student organizations wishing to conduct meetings on school premises during non-instructional time shall not be denied equal access on the basis of the religious, political, philosophical, or other content of the speech at such meetings. Such meetings must meet the following criteria.

The meeting is to be voluntary and student initiated;
There is no sponsorship of the meeting by the school, the government, or its agents or employees;
The meeting must occur during non-instructional time;
Employees or agents of the school are present at religious meetings only in a non-participatory capacity;
The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school; and
Non-school persons may not direct, conduct, control, or regularly attend activities of student groups.

All meetings held on school premises must be scheduled and approved by the principal. The school, its agents, and employees retain the authority to maintain order and discipline, to protect the well-being of students and faculty, and to assure that attendance of students at meetings is voluntary.

Fraternities, sororities, and secret societies are forbidden in the District's schools. Membership to student organizations shall not be by a vote of the organization's members, nor be restricted by the student's race, religion, sex, national origin, or other arbitrary criteria. Hazing, as defined by law, is forbidden in connection with initiation into, or affiliation with, any student organization, extracurricular activity or sport program. Students who are convicted of participation in hazing or the failure to report hazing shall be expelled.[1]

Note: [1] A.C.A. § 6-5-20 2 requires the automatic expulsion of a student who is convicted of hazing.

Legal References: A.C.A. § 6-5-201 et seq.
A.C.A. § 6-10-132
A.C.A. § 6-18-601 et seq.
A.C.A. § 6-21-201 et seq.
20 U.S.C. 4071 Equal Access Act
Board of Education of the Westside Community Schools v. Mergens, 496 U.S. 226 (1990)

Date Adopted: 08-14-06

Last Revised: 6-14-2010, 7-13-2015, 6-6-2016, 6-19-2017, 6-26-2018

4.13—PRIVACY OF STUDENTS' RECORDS/ DIRECTORY INFORMATION

Except when a court order regarding a student has been presented to the district to the contrary, all students' education records are available for inspection and copying by the parents of any his/her student who is under the age of eighteen (18). At the age of eighteen (18), the right to inspect and copy a student's records transfers to the student. A student's parent or the student, if over the age of 18, requesting to review the student's education records will be allowed to do so within no more than forty five (45) days1 of the request. The district forwards education records, including disciplinary records, to schools that have requested them and in which the student seeks or intends to enroll, or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer.

The district shall receive written permission before releasing education records to any agency or individual not authorized by law to receive and/or view the education records without prior parental permission. The District shall maintain a record of requests by such agencies or individuals for access to, and each disclosure of, personally identifiable information from the education records of each student. Disclosure of education records is authorized by law to school officials with legitimate educational interests. A personal record kept by a school staff member is **not** considered an education record if it meets the following tests.

it is in the sole possession of the individual who made it;
it is used only as a personal memory aid; and
information contained in it has never been revealed or made available to any other person, except the maker's temporary substitute.

For the purposes of this policy a school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the school has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

For the purposes of this policy a school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility, contracted duty, or duty of elected office.

In addition to releasing PII to school officials without permission, the District may disclose PII from the education records of students in foster care placement to the student's caseworker or to the caseworker's representative without getting prior consent of the parent (or the student if the student is over eighteen (18)). For the District to release the student's PII without getting permission:

The individual to whom the PII will be released must have legal access to the student's The student must be in foster care;
case plan; and
The Arkansas Department of Human Services, or a sub-agency of the Department, must be legally responsible for the care and protection of the student.

The District discloses personally identifiable information from an education record to appropriate parties, including parents, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. The superintendent or designee shall determine who will have access to and the responsibility for disclosing information in emergency situations.

When deciding whether to release personally identifiable information in a health or safety emergency, the District may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the District determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other individuals.[2]

For purposes of this policy, the Beebe School District does not distinguish between a custodial and noncustodial parent, or a non-parent such as a person acting in loco parentis or a foster parent with respect to gaining access to a student's records. Unless a court order restricting such access has been presented to the district to the contrary, the fact of a person's status as parent or guardian, alone, enables that parent or guardian to review and copy his child's records.

If there exists a court order which directs that a parent not have access to a student or his records, the parent, guardian, person acting in loco parentis, or an agent of the Department of Human Services must present a file-marked copy of such order to the building principal and the superintendent. The school will make good-faith efforts to act in accordance with such court order, but the failure to do so does not impose legal liability upon the school. The actual responsibility for enforcement of such court orders rests with the parents or guardians, their attorneys and the court which issued the order.

A parent or guardian does not have the right to remove any material from a student's records, but such parent or guardian may challenge the accuracy of a record. The right to challenge the accuracy of a record does not include the right to dispute a grade, which must be done only through the appropriate teacher and/or administrator, the decision of whom is final. A challenge to the accuracy of material contained in a student's file must be initiated with the building principal, with an appeal available to the Superintendent or his designee. The challenge shall clearly identify the part of the student's record the parent wants changed and specify why he/she believes it is inaccurate or misleading. If the school determines not to amend the record as requested, the school will notify the requesting parent or student of the decision and inform them of their right to a hearing regarding the request for amending the record. The parent or eligible student will be provided information regarding the hearing procedure when notified of the right to a hearing.[3]

Unless the parent or guardian of a student (or student, if above the age of eighteen [18]) objects, directory information about a student may be made available to the public, military recruiters, post-secondary educational institutions, prospective employers of those students, as well as school publications such as annual yearbooks and graduation announcements. "Directory information" includes, but is not limited to, a student's name, address, telephone number, electronic mail address, photograph, date and place of birth, dates of attendance,[4] his/her placement on the honor roll (or the receipt of other types of honors), as well as his/her participation in school clubs and extracurricular activities, among others. If the student participates in inherently public activities (for example, basketball, football, or other interscholastic

activities), the publication of such information will be beyond the control of the District. "Directory information" also includes a student identification (ID) communicating in electronic systems and a student ID number or other unique personal identifier that is displayed on a student's ID badger, provided the ID cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password or other factor known or possessed only by the authorized user.

A student's name and photograph will only be displayed on the district or school's web page(s) after receiving the written permission from the student's parent or student over the age of 18.

The form for objecting to making directory information available is located in the back of the student handbook and must be completed and signed by the parent or age-eligible student and filed with the building principal's office no later than ten (10) school days after the beginning of each school year or the date the student is enrolled for school. Failure to file an objection by that time is considered a specific grant of permission. The district is required to continue to honor any signed-opt out form for any student no longer in attendance at the district.

The right to opt out of the disclosure of directory information under FERPA does not prevent the District from disclosing or requiring a student to disclose the student's name, identifier, or institutional email address in a class in which the student is enrolled.

Parents and students over the age of 18 who believe the district has failed to comply with the requirements for the lawful release of student records may file a complaint with the U.S. Department of Education at

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

Notes: With very few exceptions; Health Insurance Portability and Accountability Act (HIPAA) privacy requirements don't apply to public K-12 schools and, for that reason, ASBA has no model policy addressing HIPAA. An excellent explanation of the relation between FERPA and HIPAA is available at http://arsba.org/policy-resources.

Districts must annually notify parents or students if over the age of 18 of the provisions of this policy and "…shall effectively notify parents who have a primary or home language other than English." (34 CFR 99.7(b)(2)

Districts may release directory information (DI) (as presently defined by the district) of former students to the extent there is not a signed prohibition against such release. As the definition of DI changes over time (for example, the addition of email addresses to the definition of DI), districts may release DI according to the current definition. It also applies to the release of

information that is now defined as DI for students who left the district prior to 1974, when there was no such thing as DI.

As stated in this policy, once a student turns 18, the rights to his/her educational records transfers to the student. The release of educational records to a parent becomes permissive and not a right. At that point, the school gets to decide if it wants to release educational records to parents. The student, however, doesn't have the right to object one way or the other. If the parents don't establish dependency, once the student turns 18, the parents don't have an absolute **right** to see their student's educational records. "Dependency" in this regard is defined according to the IRS; if the student is claimed by either of their parents (regardless of custody issues, or filing jointly or separately) as a dependent, then the rights of the parent once the student turns 18 is as described. Without dependency, the parents have no right to see their student's educational records once the student turns 18.

There are several areas of permissible release of students' PII that are not mentioned in this policy (it's not required and would make the policy very long), but that are listed in 34 CFR 99.31. One of the areas that has been greatly elaborated on in the DOE Rules, released 12/2/11, relates to the district's release of PII to an "authorized representative" for the purpose conducting an audit or evaluation of federal or state education programs. This new area is covered in 34 CFR 99.35. Both documents are available by calling the ASBA office and requesting a copy. They could come in handy when answering parents' questions regarding the release of PII.

The Arkansas Supreme Court, Division of Elementary and Secondary Education, and ASBA collaborated in the creation of a form in an effort to aid juvenile intake and probation officers in acquiring necessary information for the officer to make more knowledgeable decisions/recommendations on a course of action for each juvenile's case. The Form allows for parents to authorize the officer to access certain portions of the student's education records and the parent's ESchool PLUS Home Access Center. The form, when completed by the parent and probation officer, will be sent to the district by the officer. A copy of the form, along with a background letter, may be found at http://arsba.org/policy-resources.

1 You may choose a lesser number of days, but you may not exceed 45 days.

2 This paragraph along with the preceding paragraph are added (and permitted) due to the amendments in the Code of Federal Regulations resulting from the Virginia Tech shootings in 2007. The paragraph can also apply to the release of PII to state health officials during outbreaks of communicable diseases. This would apply, for example, to immunization records to determine which students need to be removed from the school. (See Policy 4.34).

[3] The requirements for conducting a hearing are addressed in 34 CFR 99.22. The district's obligations regarding the results of the hearing are covered in 34 CFR 99.21. Both are available by calling the ASBA office and requesting a copy.

[4] The 12/2/11 DOE Rules now provide districts with the option of greater specificity in choosing to whom it will release DI. ASBA has not amended the model policy to include this expanded option because we feel it can result in unintentional restrictions for desired release of DI. The following is the language from 34 CFR 99.37 governing this option:

> *In its public notice to parents and eligible students in attendance, an educational agency or institution may specify that disclosure of directory information will be limited to specific parties, for specific purposes, or both. When an educational agency or institution specifies that disclosure of directory information will be limited to specific parties, for specific purposes, or both, the educational agency or institution must limit its directory information disclosures to those specified in its public notice.*

[5] Dates of attendance means the period of time during which a student attends or attended your district, e.g. an academic year or semester. It does not mean specific daily records of attendance.

[6] This paragraph is language from the amended 34 CFR 99.37 and is included to help eliminate the potential problem of a student (who is in a class where the student really doesn't want to be – for example JAG), who has opted out of release of DI, refusing to give the information necessary for the class.

Cross References: Policy 4.34—Communicable Diseases and Parasites
Policy 5.20—District Web Site
Policy 5.20.1—Web Site Privacy Policy
Policy 5.20F1—Permission to Display Photo of Student on Web Site

Legal References: A.C.A. § 9-28 -113(b)(6)
20 U.S.C. § 1232g
20 U.S.C. § 7908
34 CFR 99.3, 99.7, 99.21, 99.22, 99.30, 99.31, 99.32, 99.33, 99.34, 99.35, 99.36, 99.37, 99.63, 99.64

Date Adopted: 08-14-06

Last Revised: 7-13-2009, 7-18-2011, 6-11-2012, 7-13-2015, 2-25-2016, 6-4-2019

4.13F—OBJECTION TO PUBLICATION OF DIRECTORY INFORMATION
(Not to be filed if the parent/student has no objection)

I, the undersigned, being a parent of a student, or a student eighteen (18) years of age or older, hereby note my objection to the disclosure or publication by the Beebe School District of directory information, as defined in Policy No. 4.13 (Privacy of Students' Records), concerning the student named below.

I understand that the participation by the below-named student in any interscholastic activity, including athletics and school clubs, may make the publication of some directory information unavoidable, and the publication of such information in other forms, such as telephone directories, church directories, *etc.*, is not within the control of the District.

I understand that this form must be filed with the office of the appropriate building principal within ten (10) school days from the beginning of the current school year or the date the student is enrolled for school in order for the District to be bound by this objection. Failure to file this form within that time is a specific grant of permission to publish such information.

I object and wish to deny the disclosure or publication of directory information as follows:

Deny disclosure to military recruiters ____

Deny disclosure to Institutions of postsecondary education ____

Deny disclosure to Potential employers ____

Deny disclosure to all public and school sources ____
Selecting this option will prohibit the release of directory information to the three categories listed above along with all other public sources (such as newspapers), **AND** result in the student's directory information **not** being included in the school's yearbook and other school publications.

Deny disclosure to all public sources ____
Selecting this option will prohibit the release of directory information to the first three categories listed above along with all other public sources (such as newspapers), but permit the student's directory information **to be included** in the school's yearbook and other school publications.

_____
Name of student (Printed)

_____
Signature of parent (or student, if 18 or older)

_____
Date form was filed (To be filled in by office personnel)

Note: your district does not have to include the separate options listed on this form, but students do have the right to opt out of either category separately.

4.14--- STUDENT MEDIA AND THE DISTRIBUTION OF LITERATURE

Student Media

All student media that are supported financially by the school or by use of school facilities, or are produced in conjunction with a class shall be considered school-sponsored media. School-sponsored media does not provide a forum for public expression. Student media, as well as the content of student expression in school-sponsored activities, shall be subject to the editorial review of the District's administration, whose actions shall be reasonably related to legitimate pedagogical concerns and adhere to the following limitations.:

Advertising may be accepted for media that does not condone or promote products that are inappropriate for the age and maturity of the audience or that endorses such things as tobacco, alcohol, or drugs.

Media may be regulated to prohibit communications determined by the appropriate teacher, student media advisor, and/or administrator, to be ungrammatical,; poorly written,; inadequately researched,; biased or prejudiced,; vulgar or profane,; or unsuitable for immature audiences.

Media may be regulated to refuse to publish prohibit the dissemination of material which might that may reasonably be perceived to advocate drug or alcohol use,; irresponsible sex,; or conduct that is otherwise inconsistent with the shared values of a civilized social order,; or to associate the school with any position other than neutrality on matters of political controversy.

Prohibited media includes those that:

Are obscene as to minors;

Are libelous or slanderous, including material containing defamatory falsehoods about public figures or governmental officials, and made with knowledge of their falsity or a reckless disregard of the truth;

Constitute an unwarranted invasion of privacy as defined by state law,;

Suggest or urge the commission of unlawful acts on the school premises;

Suggest or urge the violation of lawful school regulations;

Attacks ethnic, religious, or racial groups.; or

Harass, threaten, or intimidate a student.

Student Media on School Web Pages

Student media displayed on school web pages shall follow the same guidelines as listed above and shall also:

Not contain any non-educational advertisements;

Adhere to the restrictions regarding use of Directory Information as prescribed in Policy 4.13 including not using a student's photograph when associated with the student's name unless written permission has been received from the student's parent or student if over the age of 18.;

State that the views expressed are not necessarily those of the School Board or the employees of the district.

Student Distribution of Non-school Literature, Publications, and Materials

A student or group of students who distribute ten (10) or fewer copies of the same non-school literature, publications, or materials (hereinafter "non-school materials"), shall do so in a time, place, and manner that does not cause a substantial disruption of the orderly education environment. A student or group of students wishing to distribute more than ten (10) copies of non-school materials [1] shall have school authorities[2] review their non-school materials at least three (3) school days[3] in advance of their desired time of dissemination. School authorities shall review the non-school materials, prior to their distribution and will bar from distribution those non-school materials that are obscene, libelous, pervasively indecent, or advertise unlawful products or services. Material may also be barred from distribution if there is evidence that reasonably supports a forecast that a substantial disruption of the orderly operation of the school or educational environment will likely result from the distribution.[4] Concerns related to any denial of distribution by the principal shall be heard by the superintendent, whose decision shall be final.

The school principal or designee shall establish reasonable regulations governing the time, place, and manner of student distribution of non-school materials.

The regulations shall:

- Be narrowly drawn to promote orderly administration of school activities by preventing disruption and may not be designed to stifle expression;
- Be uniformly applied to all forms of non-school materials;
- Allow no interference with classes or school activities;
- Specify times, places, and manner where distribution may and may not occur[5]; and
- Not inhibit a person's right to accept or reject any literature distributed in accordance with the regulations.[6]
- Students shall be responsible for the removal of excess literature that is left at the distribution point for more than ___ days.[7]

The Superintendent, along with the student media advisors[8], shall develop administrative regulations for the implementation of this policy. The regulations shall include definitions of terms and timelines for the review of materials.

Notes: The goal of the footnotes, are to assist principals in the implementation and enforcement of the policy by trying to improve the identification of the parameters of the policy. While the footnotes are not intended to be included in the distributed version of the policy, they should be helpful in adapting the policy for inclusion in the student handbook.

[1] You may change this number, but the inclusion of a number below which prior inspection is not required permits the exchange of such items as personal notes between students, CDs, party invitations, or birthday cards. The review requirement also applies to materials distributed at extracurricular events that are not intended primarily for adults.

[2] Consider naming the specific school authority (i.e. Superintendent, assistant superintendent, etc.) responsible for the review.

[3] You may change this length of time to suit your district, but it may not exceed three days without putting the district at risk of facing a legal challenge that you are inhibiting free speech.

[4] While you can prohibit material for the stated reasons, you may not do so merely because it contains a controversial message or content the district disagrees with.

[5] The time, place, and manner of distribution may vary by the age of the students attending the school. For example, elementary schools may wish to have more narrowly tailored times and places for the distribution and restrict how the materials are made available. It is more difficult for elementary students to tell the difference between school-sponsored and non-school-sponsored materials which could affect who would be appropriate distributors of the materials. Schools also have the option of putting up a notice at the distribution site such as a designated table in a foyer or hallway that the materials do not represent the viewpoint of the school. You might also choose to add a qualifier permitting the principal to impose additional requirements when deemed appropriate to avoid disruption, congestion, or other problems that could be associated with the distribution.

[6] Students are not to be coerced into taking non-school materials.

[7] If you choose to include this optional sentence, select a reasonable amount of time for any specific item to be available at one stretch. Some materials could conceivably be appropriately left for distribution for significantly longer periods of time than other materials. You may also choose to add an additional sentence requiring the student(s) who distribute the materials to be responsible for picking up any materials thrown on school grounds.

[8] In addition to being included in reviewing any amendments to the regulations resulting from this policy, the student media sponsors are required to be included when reviewing any proposed updates to this policy.

Legal References: A.C.A. § 6-18-1202, 1203, & 1204
Tinker v. Des Moines ISD, 393 U.S. 503 (1969)
Bethel School District No. 403 v. Fraser, 478 U.S. 675 (1986)
Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988)

Date Adopted: 08-14-06

Last Revised: 05-14-2008, 6-17-2019

4.15—CONTACT WITH STUDENTS WHILE AT SCHOOL

CONTACT BY PARENTS

Parents wishing to speak to their children during the school day shall register first with the office.

CONTACT BY NON-CUSTODIAL PARENTS

If there is any question concerning the legal custody of the student, the custodial parent shall present documentation to the principal or the principal's designee establishing the parent's custody of the student. It shall be the responsibility of the custodial parent to make any court ordered "no contact" or other restrictions regarding the non-custodial parent known to the principal by presenting a copy of a file-marked court order. Without such a court order on file, the school will release the child to either of his/her parents. Non-custodial parents who file with the principal a date-stamped copy of current court orders granting unsupervised visitation may eat lunch, volunteer in their child's classroom, or otherwise have contact with their child during school hours and the prior approval of the school's principal. Such contact is subject to the limitations outlined in Policy 4.16, Policy 6.5, and any other policies that may apply.

Arkansas law provides that, In order to avoid continuing child custody controversies from involving school personnel and to avoid disruptions to the educational atmosphere in the District′s schools, the transfer of a child between his/her custodial parent and non-custodial parent, when both parents are present, shall not take place on the school′s property on normal school days during normal hours of school operation. The custodial or non-custodial parent may send to/drop off the student at school to be sent to/picked up by the other parent on predetermined days in accordance with any court order provided by the custodial parent or by a signed agreement between both the custodial and non-custodial parents that was witnessed by the student′s building principal.[1] Unless a valid no-contact order has been filed with the student's principal or the principal's designee, district employees shall not become involved in disputes concerning whether or not that parent was supposed to pick up the student on any given day.

CONTACT BY LAW ENFORCEMENT, SOCIAL SERVICES, OR BY COURT ORDER

State Law requires that Department of Human Services employees, local law enforcement, or agents of the Crimes Against Children Division of the Division of Arkansas State Police, may interview students without a court order for the purpose of investigating suspected child abuse. In instances where the interviewers deem it necessary, they may exercise a "72-hour hold" without first obtaining a court order. Other questioning of students by non-school personnel shall be granted only with a court order directing such questioning, with permission of the parents of a student (or the student if above eighteen [18] years of age), or in response to a subpoena or arrest warrant.

If the District makes a report to any law enforcement agency concerning student misconduct or if access to a student is granted to a law enforcement agency due to a court order, the principal or the principal′s designee shall make a good faith effort to contact the student′s parent, legal guardian, or other person having lawful control by court order, or person acting in loco parentis identified on student enrollment forms. The principal or the principal's designee shall not attempt to make such contact if presented documentation by the investigator that notification is prohibited because a parent, legal guardian, person

having lawful control of the student, or person standing in loco parentis is named as an alleged offender of the suspected child maltreatment. This exception applies only to interview requests made by a law enforcement officer, an investigator of the Crimes Against Children Division of the Division of Arkansas State Police, or an investigator or employee of the Department of Human Services.

In instances other than those related to cases of suspected child abuse, principals must release a student to either a police officer who presents a subpoena for the student, or a warrant for arrest, or to an agent of state social services or an agent of a court with jurisdiction over a child with a court order signed by a judge. Upon release of the student, the principal or designee shall give the student's parent, legal guardian, or other person having lawful control of the student, or person standing in loco parentis notice that the student has been taken into custody by law enforcement personnel or a state's social services agency. If the principal or designee is unable to reach the parent, he or she shall make a reasonable, good faith effort to get a message to the parent to call the principal or designee, and leave both a day and an after-hours telephone number.

Contact by Professional Licensure Standards Board Investigators

Investigators for the Professional Licensure Standards Board may meet with students during the school day to carry out the investigation of an ethics complaint.

Note: [1] This sentence is based on language in A.C.A. § 9-13-104 (b) and is **NOT** required. School administration should ALWAYS decline any involvement in the fight between parents over whose day it is to pick up the student. The school's interest is that A PARENT or an individual authorized by a PARENT checks the child out or picks the child up, not that the "right" parent checks the child out on the "right" day.

Legal References: A.C.A. § 6-18-513
A.C.A. § 9-13-104
A.C.A. § 12-18-609, 610, 613
A.C.A. § 12-18-1001, 1005

Date Adopted: 08-14-06

Last Revised: 7-18-2011, 7-13-2015, 7-11-2016, 6-19-2017, 6-17-2019

4.16—STUDENT VISITORS

The board strongly believes that the purpose of school is for learning. Social visitors, generally, disrupt the classroom and interfere with learning that should be taking place. Therefore, visiting with students at school is strongly discouraged, unless approved by the principal and scheduled in advance. This includes visits made by former students, friends, and/or relatives of teachers or students. Any visitation to the classroom shall be allowed only with the permission of the school principal and all visitors must first register at the office.

Cross References: For adult visits see Policy 4.15—CONTACT WITH STUDENTS WHILE AT SCHOOL and Policy 6.5—VISITORS TO THE SCHOOLS

Date Adopted: 08-14-06

Last Revised:

4.17—STUDENT DISCIPLINE

The Beebe Board of Education has a responsibility to protect the health, safety, and welfare of the District's students and employees. To help maintain a safe environment conducive to high student achievement, the Board establishes policies necessary to regulate student behavior to promote an orderly school environment that is respectful of the rights of others and ensures the uniform enforcement of student discipline. Students are responsible for their conduct that occurs:

At any time on the school grounds;
Off school grounds at a school sponsored function, activity, or event; and
Going to and from school or a school activity.

The District's administrators may also take disciplinary action against a student for off-campus conduct occurring at any time that would have a detrimental impact on school discipline, the educational environment, or the welfare of the students and/or staff. A student who has committed a criminal act while off campus and whose presence on campus could cause a substantial disruption to school or endanger the welfare of other students or staff is subject to disciplinary action up to and including expulsion. Such acts could include, but are not limited to: a felony or an act that would be considered a felony if committed by an adult,; an assault or battery,; drug law violations,; or sexual misconduct of a serious nature. Any disciplinary action pursued by the District shall be in accordance with the student's appropriate due process rights.[1]

The District's personnel policy committees shall annually review the District's student discipline policies, including State and District student discipline data, and may recommend changes in the policies to the Beebe School Board. The Board has the responsibility of determining whether to approve any recommended changes to student discipline policies.

The District's student discipline policies shall be distributed to each student during the first week of school each year and to new students upon their enrollment. Each student's parent, or legal guardian, person having lawful control of the student, or person standing in loco parentis shall sign and return to the school an acknowledgement form documenting that they have received the policies.

The District shall develop and provide programs, measures, or alternative means and methods for continued student engagement and educational access during periods of suspension or expulsion.

The superintendent is authorized to modify the penalties set forth in the District's student discipline policies on a case-by-case basis.

It is required by law that the principal or the person in charge report to the police any incidents the person has personal knowledge of or has received information leading to a reasonable belief that a person has committed or threatened to commit an act of violence or any crime involving a deadly weapon on school property or while under school supervision. If the person making the report is not the Superintendent, that person shall also inform the Superintendent of the incident. Additionally, the principal shall inform any school employee or other person who initially reported the incident that a report has been made to the appropriate law enforcement agency. The

Superintendent or designee shall inform the Board of Directors of any such report made to law enforcement.

The superintendent shall make a report annually to the Board of Directors on student discipline data, which shall include, without limitation: the number of incidents of bullying reported and the actions taken regarding the reported incidents of bullying.

Note: [1] To satisfy a student's due process rights, for events both on and off campus, make sure that all special education requirements are met when those requirements apply.

Legal Reference: A.C.A. § 6-18-502
A.C.A. § 6-17-113

Date Adopted: 08-14-06

Last Revised: 6-11-2012, 4-8-2013, 6-17-2019

4.18—PROHIBITED CONDUCT

Students and staff require a safe and orderly learning environment that is conducive to high student achievement. Certain student behaviors are unacceptable in such an environment and are hereby prohibited by the Board. Prohibited behaviors include, but shall not be limited to the following.

Disrespect for school employees and failing to comply with their reasonable directions or otherwise demonstrating insubordination;

Disruptive behavior that interferes with orderly school operations;

Willfully and intentionally assaulting or threatening to assault or physically abusing any student or school employee;

Possession of any weapon that can reasonably be considered capable of causing bodily harm to another individual;

Possession or use of tobacco in any form on any property owned or leased by any public school;

Willfully or intentionally damaging, destroying, or stealing school property;

Possession of any paging device, beeper, or similar electronic communication devices on the school campus during normal school hours unless specifically exempted by the administration for health or other compelling reasons;

Possession, selling, distributing, or being under the influence of an alcoholic beverage, any illegal drug, unauthorized inhalants, or the inappropriate use or sharing of prescription or over the counter drugs, or other intoxicants, or anything represented to be a drug;

Sharing, diverting, transferring, applying to others (such as needles or lancets), or in any way misusing medication or any medical supplies in their possession;

Inappropriate public displays of affection;

Cheating, copying, or claiming another person's work to be his/her own;

Gambling;

Inappropriate student dress;

Use of vulgar, profane, or obscene language or gestures;

Truancy;

Excessive tardiness;

Engaging in behavior designed to taunt, degrade, or ridicule another person on the basis of race, ethnicity, national origin, sex, sexual orientation, gende4r identity, or disability;

Hazing, or aiding in the hazing of another student;

Gangs or gang-related activities, including belonging to secret societies of any kind, are forbidden on school property. Gang insignias, clothing, "throwing signs" or other gestures associated with gangs are prohibited;

Sexual harassment;

Bullying and;

Possess, view, distribute or electronically transmit sexually explicit or vulgar images or representation, Whether electronically on a data storage device, or in hard copy form

Operating a vehicle on school grounds while using a wireless communication device; and

Theft of another individual's personal property.

The Board directs each school in the District to develop implementation regulations for prohibited student conduct consistent with applicable Board policy, State and Federal laws, and judicial decisions.

Cross-References:
Prohibited Conduct #1—Policy # 3.17
Prohibited Conduct #2— Policy # 4.20
Prohibited Conduct #3— Policy # 4.21, 4.26
Prohibited Conduct #4— Policy # 4.22
Prohibited Conduct #5— Policy # 4.23
Prohibited Conduct #7— Policy 4.47
Prohibited Conduct #8— Policy # 4.24
Prohibited Conduct #13— Policy # 4.25
Prohibited Conduct #14— Policy # 4.21
Prohibited Conduct #15— Policy # 4.7
Prohibited Conduct #16— Policy # 4.9
Prohibited Conduct #17— Policy # 4.43
Prohibited Conduct #19— Policy # 4.12
Prohibited Conduct #120— Policy # 4.26
Prohibited Conduct #21—Policy # 4.27
Prohibited Conduct #22— Policy # 4.43
Prohibited Conduct #23----Policy #4.47

Legal References:
A.C.A. § 6-5-201
A.C.A. § 6-15-1005
A.C.A. § 6-18-222

A.C.A. § 6-18-502
A.C.A. § 6-18-514
A.C.A. § 6-18-707
A.C.A. § 6-21-609
A.C.A. § 27-51-1602
A.C.A. § 27-51-1603
A.C.A. § 27-51-1609

Date Adopted: 08-14-06

Last Revised: 6-14-2010; 6-11-2012, 7-13-2015, reviewed and kept on 6-26-2018, 6-17-2019

4.19—CONDUCT TO AND FROM SCHOOL AND TRANSPORTATION ELIGIBILITY

The District's Student Code of conduct applies to students while traveling to and from school or to and from a school activity to the same extent as if the students were on school grounds. Appropriate disciplinary actions may be taken against commuting students who violate the District's Student Code of Conduct.

The preceding paragraph also applies to student conduct while on school buses. Students shall be instructed in safe riding practices.[1] The driver of a school bus shall not operate the school bus until every passenger is seated. In addition to other disciplinary measures provided for violations of the District's Student Code of Conduct, the student's bus transportation privileges may be suspended or terminated for violations of the Student Code of Conduct related to bus behavior.

Students are eligible to receive district bus transportation if they meet the following requirements.[2] The transportation to and from school of students who have lost their bus transportation privileges is the responsibility of the student's parent or guardian.

Notes: [1] The Rules don't specify who is responsible for instructing the students in safe riding practices.

[2] Insert your district's policy for student bus eligibility here. In Arkansas, there is no requirement that the district provide bus transportation for any of its students, but whatever criteria you establish have to be rational and consistently applied throughout the district. It can be as simple as stating that every student is eligible to ride the bus, or you can establish parameters such as a minimum distance from school. You can have different criteria for transporting elementary students to their school than you have for high school students to their school. Both general eligibility rules as well as possible disciplinary measures must take into account the district's responsibility to meet federal requirements for students with disabilities. If you choose to mention bus route configurations, don't list them in the policy. Instead, state that the superintendent, or his/her designee(s), shall annually establish the routes and may modify them as needed. You may choose to stipulate criteria, such as length of the routes, or snow routes that the superintendent shall use in establishing the routes.

Legal References: A.C.A. § 5-60-122
A.C.A. § 6-19-119 (b)
Ark. Division of Academic Facilities and Transportation Rules Governing Maintenance and Operations of Ark. Public School Buses and Physical Examinations of School Bus Drivers 4.0

Students are subject to the same rules of conduct while traveling to and from school as they are while on school grounds. Appropriate disciplinary actions may be taken against commuting students who violate student code of conduct rules.

The preceding paragraph also applies to student conduct while on school buses. The driver of a school bus shall not operate the school bus until every passenger is seated. Disciplinary measures for problems related to bus behavior shall include suspension or expulsion from school, or suspending or terminating the student's transportation privileges. Transporting students to and from school who have lost their transportation privileges shall become the responsibility of the student's parent or legal guardian.

Legal Reference: A.C.A. § 5-60-122
A.C.A. § 6-19-119 (b)
Arkansas Division of Academic Facilities and transportation Rules Governing Maintenance and Operations of Ark. Public School Buses and Physical Examinations of School Bus Drivers 4.0

Date Adopted: 08-14-06

Last Revised: 6-17-2019

4.20—DISRUPTION OF SCHOOL

No student shall by the use of violence, force, noise, coercion, threat, intimidation, fear, passive resistance, or any other conduct, intentionally cause the disruption of any lawful mission, process, or function of the school, or engage in any such conduct for the purpose of causing disruption or obstruction of any lawful mission, process, or function. Nor shall any student encourage any other student to engage in such activities.

Disorderly activities by any student or group of students that adversely affect the school's orderly educational environment shall not be tolerated at any time on school grounds. Teachers may remove from class and send to the principal or principal's designee office a student whose behavior is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to teach the students, the class, or with the ability of the student's classmates to learn. Students who refuse to leave the classroom voluntarily will be escorted from the classroom by the school administration.

Legal Reference: A.C.A. § 6-18-511

Date Adopted: 08-14-06

Last Revised: Reviewed and did not delete on 4-14-2018

4.21—STUDENT ASSAULT OR BATTERY

A student shall not threaten, physically abuse, or attempt to physically abuse, or behave in such a way as to be perceived to threaten bodily harm to any other person (student, school employee, or school visitor). Any gestures, vulgar, abusive or insulting language, taunting, threatening, harassing, or intimidating remarks by a student toward another person that threatens their well-being is strictly forbidden. This includes, but is not limited to, fighting, racial, ethnic, religious, or sexual slurs.

Furthermore, it is unlawful, during regular school hours, and in a place where a public school employee is required to be in the course of his or her duties, for any person to address a public school employee using language which, in its common acceptation, is calculated to:

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

Students guilty of such an offense may be subject to legal proceedings in addition to any student disciplinary measures.

Legal Reference: A.C.A. § 6-17-106 (a)

Date Adopted: June 13, 2005

Last Revised: 6-17-2019

4.22—WEAPONS AND DANGEROUS INSTRUMENTS

Definitions

“Firearm" means any device designed, made, or adapted to expel a projectile by the action of an explosive or any device readily convertible to that use.

“Possession” means having a weapon on the student’s body or in an area under the student’s control.

“Weapon” means any:

- Firearm;
- Knife;
- Razor;
- Ice pick;
- Dirk;
- Box cutter;
- Nunchucks;
- Pepper spray, mace, or other noxious spray;
- Explosive;
- Taser or other instrument that uses electrical current to cause neuromuscular incapacitation; or
- Any other instrument or substance capable of causing bodily harm.

No student, except for Military personnel (such as ROTC cadets) acting in the course of their official duties or as otherwise expressly permitted by this policy, shall possess a weapon, display what appears to be a weapon, or threaten to use a weapon before or after school while;

- Off the school grounds at any school bus stop.
- On or about school property;
- At any school sponsored activity or event;
- On route to or from school or any school sponsored activity; or
- Off the school grounds at any school bus stop.

If a student discovers prior to any questioning or search by any school personnel that he/she has accidentally brought a weapon, other than a firearm, to school on his/her person, in a book bag/purse, or in his/her vehicle on school grounds, and the student informs the principal or a staff person immediately, the student will not be considered to be in possession of a weapon unless it is a firearm. The weapon shall be confiscated and held in the office until such time as the student’s parent/legal guardian shall pick up the weapon from the school’s office. Repeated offenses are unacceptable and shall be grounds for disciplinary action against the student as otherwise provided for in this policy.

Except as permitted in this policy, students found to be in possession on the school campus of a firearm shall be recommended for expulsion for a period of one (1) year. The superintendent shall have the discretion to modify such expulsion recommendation for a student on a case-by-case basis.[1]

Parents or legal guardians of students expelled under this policy shall be given a copy of the current laws regarding the possibility of parental responsibility for allowing a child to possess a firearm on school property.[2] Parents or legal guardians shall sign a statement acknowledging that they have read and understand said laws prior to readmitting the student. Parents or legal guardians of a student enrolling from another school after the expiration of an expulsion period for a firearm policy violation shall also be given a copy of the current laws regarding the possibility of parental responsibility for allowing a child to possess a firearm on school property. The parents or legal guardians shall sign a statement acknowledging that they have read and understand said laws prior to the student being enrolled in school.

The mandatory expulsion requirement for possession of a firearm does not apply to a firearm brought to school for the purpose of participating in activities approved and authorized by the district that include the use of firearms. Such activities may include ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs. Firearms brought to school for such purposes shall be brought to the school employee designated to receive such firearms. The designated employee shall store the firearms in a secure location until they are removed for use in the approved activity.

The district shall report any student who brings a firearm to school to the criminal justice system or juvenile delinquency system by notifying local law enforcement.

Notes:

[1] The exemption is for IDEA purposes where the possession can reasonably be associated with the student's disability. To be eligible for ESEA funds, the federal Department of Education requires an assurance that the district:

- is in compliance with the State law requiring the one-year expulsion; and
- a description of the circumstances surrounding expulsions imposed under the one-year expulsion requirement, including:
  - The name of the school concerned;
  - The number of students expelled from the school; and
  - The type of firearms concerned.

This requirement applies even in the instances where the district exercised its option to modify the expulsion requirement on a case-by-case basis. The DOE Guidance on the Gun Free Schools Act prohibits the use of the case-by-case option to avoid "over-all compliance with the one-year expulsion requirement. In order to modify the expulsion recommendation, the superintendent must provide a written explanation behind the modification under the Federal law.

[2] The statute that specifies the parents' penalties is A.C.A. § 5-27-210, but it is also helpful to have A.C.A. § 5-4-201 and A.C.A. § 5-4-401 available which spell out the fines and possible imprisonment for a class B misdemeanor offense.

Cross Reference: Policy 4.31—EXPULSION

Legal References: A.C.A. § 5-4-201
A.C.A. § 5-4-401
A.C.A. § 5-27-210
A.C.A. § 5-73-119(b)(e)(8)(9)(10)
A.C.A. § 5-73-133
A.C.A. § 6-18-502
A.C.A. § 6-18-507
A.C.A. § 6-21-608
20 USC § 7961

Date Adopted: Date Adopted: 08-14-06

Last Revised: 6-14-2010, 7-11-2013, 7-13-2015, 2-25-2016, 6-17-2019

4.23—TOBACCO AND TOBACCO PRODUCTS

Smoking or use of tobacco or products containing tobacco in any form (including, but not limited to, cigarettes, cigars, chewing tobacco, and snuff) in or on any real property owned or leased by a District school, including school buses owned or leased by the District, is prohibited. Students who violate this policy may be subject to legal proceedings in addition to student disciplinary measures.

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

Note: The statute requires the statute's posting "…in a conspicuous location at every entrance to each building owned or leased by a public school district and every school bus used to transport students."

Legal Reference: A.C.A. § 6-21-609

Date Adopted: 08-14-06

Last Revised: 7-18-2011, 7-11-2013

4.24—DRUGS AND ALCOHOL

An orderly and safe school environment that is conducive to promoting student achievement requires a student population free from the deleterious effects of alcohol and drugs. Their use is illegal, disruptive to the educational environment, and diminishes the capacity of students to learn and function properly in our schools.

Therefore, no student in the Beebe School District shall possess, attempt to possess, consume, use, distribute, sell, attempt to sell, buy, attempt to sell, attempt to buy, give to any person, or be under the influence of any substance as defined in this policy, or what the student represents or believes to be any substance as defined in this policy.
This policy applies to any student who; is on or about school property; is in attendance at school or any school sponsored activity; has left the school campus for any reason and returns to the campus; is en route to or from school or any school sponsored activity.

Prohibited substances shall include, but are not limited to, alcohol, or any alcoholic beverage, inhalants, or any ingestible matter that alter a student's ability to act, think, or respond, LSD, or any other hallucinogen, marijuana, cocaine, heroin, or any other narcotic drug, PCP, amphetamines, steroids, "designer drugs," look-alike drugs, or any controlled substance.

The sale, distribution, or attempted sale or distribution of over-the-counter (OTC) medications, dietary supplement or other perceived health remedy not regulated by the US Food and Drug Administration, or prescription drugs is prohibited. The possession or use of OTC medications, dietary supplement or other perceived health remedy not regulated by the US Food and Drug Administration, or prescription drugs is prohibited except as permitted under Policy 4.35—STUDENT MEDICATIONS.

Cross Reference: 4.35—STUDENT MEDICATIONS

Date Adopted: June 13, 2005

Last Revised: 6-11-2012, 6-17-2019

4.25—STUDENT DRESS AND GROOMING

The Beebe Board of Education recognizes that dress can be a matter of personal taste and preference. At the same time, the District has a responsibility to promote an environment conducive to student learning. This requires limitations to student dress and grooming that could be disruptive to the educational process because they are immodest, disruptive, unsanitary, unsafe, could cause property damage, or are offensive to common standards of decency.

Students are prohibited from wearing, while on the school grounds during the school day and at school-sponsored events, clothing that exposes underwear, buttocks, or the breast of a female. This prohibition does not apply, however to a costume or uniform worn by a student while participating in a school-sponsored activity or event.

Clothing which will not be approved on the secondary level are:
Any shirts, blouses, tops, dresses, etc. without sleeves.
Any apparel that exposes bare midriff in any position
Hats/caps, except for spirit days, etc. (hats are not to be worn throughout the regular day)
Spandex

See-through blouses and/or skirts (the garment worn underneath a see through top must meet code guidelines)

Tee shirts or other clothing having obscene or suggestive pictures, emblems, insignias, badges, or other symbols which distract students, promote disruptive conduct, show disrespect for the beliefs of others, or that are deemed contrary to the educational mission of the school

Shirts or apparel advertising drugs, tobacco products, or alcoholic beverages
Clothing with holes above the kneecap.
Belts, purses etc. with inappropriate writing, pictures, symbols, etc.

Boxer shorts, gym shorts, un-hemmed "cut-offs", un-hemmed pants, and excessively frayed clothing

Knit sweat-suit pants, pajamas (top or bottom) or sleeping apparel of any sort including house shoes
Any apparel that fits too tightly
No bandanas can be worn on campus or at any school function

Baggy pants must be secured at the waistline with a belt. Any pants that fall below the waistline (top of hipbone) will be considered inappropriate

No gang affiliated apparel
Wallet chains

Any apparel that has excessive exposure at neck, back, sides, or that exposes undergarments is unacceptable.

The length of skirts/dresses and shorts must be to the top of the kneecap.

Primary/Elementary students will not be permitted to attend school when their clothing or hairstyles are determined to be extreme, bizarre, or in any other way distracting to the normal and reasonable atmosphere of school. This includes such as:
Tight clothing (spandex)

Clothing with questionable advertising or endorsing such things as alcohol, drugs, tobacco, wrestling, etc. Clothing with vulgar or obscene pictures or words

Gang affiliated apparel

Baggy pants not secured at the waistline by a belt Caps, hats, or other head gear

Shirts not covering students' midriff when arms are raised

Shorts, skirts, or dresses where length may be questionable, depending on the age level

The final decision of any wearing apparel will be at the discretion of the principal/assistant principal.

A "handbook committee" consisting of parents, teachers, counselors, principals, students (when age-appropriate) and a board member shall establish student dress codes for the District's schools. Each school will include its dress code in the student handbook for students attending that school.

Date Adopted: 08-14-06

Last Revised: 7-18-2011

4.26—GANGS AND GANG ACTIVITY

The Board is committed to ensuring a safe school environment conducive to promoting a learning environment where students and staff can excel. An orderly environment cannot exist where unlawful acts occur causing fear, intimidation, or physical harm to students or school staff. Gangs and their activities create such an atmosphere and shall not be allowed on school grounds or at school functions.

The following actions are prohibited by students on school property or at school functions:

Wearing or possessing any clothing, bandanas, jewelry, symbol, or other sign associated with membership in, or representative of, any gang;

Engaging in any verbal or nonverbal act such as throwing signs, gestures, or handshakes representative of membership in any gang;

Recruiting, soliciting, or encouraging any person through duress or intimidation to become or remain a member of any gang; and/or

Extorting payment from any individual in return for protection from harm from any gang.

Students found to be in violation of this policy shall be subject to disciplinary action up to and including expulsion.

Students arrested for gang related activities occurring off school grounds shall be subject to the same disciplinary actions as if they had occurred on school grounds.

Legal References: A.C.A. § 5-74-201 seq.
A.C.A. § 6-15-1005(b)(2)

Date Adopted: 08-14-06

Last Revised: 6-14-2010, 6-4-2019

4.27—STUDENT SEXUAL HARASSMENT

The Beebe School District is committed to providing an academic environment that treats all students with respect and dignity. Student achievement is best attained in an atmosphere of equal educational 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.

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

"Sexual harassment" means conduct that is:

Of a sexual nature, including, but not limited to:

Sexual advances;
Requests for sexual favors;
Sexual violence; or
Other personally offensive verbal, visual, or physical conduct of a sexual nature;

Unwelcome; and

denies or limits a student's ability to participate in or benefit from any of the District's educational programs or activities through any or all of the following methods:

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

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

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

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

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

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

Students who believe they have been subjected to sexual harassment, or the parent/legal guardian/other responsible adult of a student who believes their student has been subjected to sexual harassment, are encouraged to file a complaint by contacting a counselor, teacher, Title IX coordinator, or administrator who will provide assistance on the complaint process. Under no circumstances shall a student be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment.

Complaints will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to: individuals who are responsible for handling the District's investigation to the extent necessary to complete a thorough investigation; the extent necessary to submit a report to the child maltreatment hotline; the Professional Licensure Standards Board for complaints alleging sexual harassment by an employee towards a student; or the extent necessary to provide the individual accused in the complaint due process during the investigation and disciplinary processes. Individuals who file a complaint have the right to request that the individual accused of sexual harassment not be informed of the name of the accuser; however, individuals should be aware that making such a request may substantially limit the District's ability to investigate the complaint and may make it impossible for the District to discipline the accused.[3]

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

Following the completion of an investigation of a complaint, the District will inform the parents/legal guardian/other responsible adult of the student, or the student if over the age of eighteen (18), who filed the complaint:

- The final determination of the investigation;

Remedies the District will make available to the student; and
The sanctions, if any, imposed on the alleged harasser relevant to the student.

Following the completion of an investigation of a complaint, the District will inform the parents/legal guardian/other responsible adult of the student, or the student if over the age of eighteen (18), who was accused of sexual harassment in the complaint:

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

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

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

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 expulsion.

Notes: 1 The U.S. Department of Education Office of Civil Rights requires that there are separate written grievance procedures in addition to the written policy. The grievance procedures should include the following:

A statement of the school's jurisdiction over Title IX complaints;
Adequate definitions of sexual harassment (which includes sexual violence) and an explanation as to when such conduct creates a hostile environment;
Notice of where complaints may be filed;
Reporting policies and protocols, including provisions for confidential reporting;
Identification of the employee or employees responsible for evaluating requests for confidentiality;
Provisions for adequate, reliable, and impartial investigation of complaints, including the opportunity for both the complainant and alleged perpetrator to present witnesses and evidence;
Designated and reasonably prompt time frames for the major stages of the complaint process;
Written notice to the complainant and alleged perpetrator of the outcome of the complaint;
Notice that Title IX prohibits retaliation;
Notice of a student's right to file a criminal complaint and a Title IX complaint simultaneously;
Notice of available interim measures that may be taken to protect the student in the educational setting;
The evidentiary standard that must be used (preponderance of the evidence) (i.e., more likely than not that sexual harassment occurred) in resolving a complaint;
Notice of potential remedies for students;
Notice of potential sanctions against perpetrators;
Sources of counseling, advocacy, and support; and

Assurance that the school will take steps to prevent recurrence of any sexual harassment and remedy discriminatory effects on the complainant and others, if appropriate.

[2] Depending on the specific nature of the problem, remedies for the complainant might include, but are not limited to:

Providing an escort to ensure that the complainant can move safely between classes and activities;

Ensuring that the complainant and alleged perpetrator do not attend the same classes;

Moving the complainant or alleged perpetrator to another school within the district;

Providing counseling services (which must be free of charge to the student);

Providing medical services;

Providing academic support services, such as tutoring

arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record; and

reviewing any disciplinary actions taken against the complainant to see if there is a causal connection between the harassment and the misconduct that may have resulted in the complainant being disciplined.

[3] Factors to be considered when a complainant requests no investigation or no disciplinary action be taken include:

Circumstances that suggest there is an increased risk of the alleged perpetrator committing additional acts of sexual harassment or other violence, which include:

Whether there have been other sexual harassment complaints about the same alleged perpetrator;

Whether the alleged perpetrator has a history of arrests or records from a prior school indicating a history of violence;

Whether the alleged perpetrator threatened further sexual harassment or other violence against the student or others; and

Whether the sexual harassment was committed by multiple perpetrators;

Whether the student's report reveals a pattern of perpetration, such as illicit use of drugs or alcohol, at a given location or by a particular group that suggests there Is an increased risk of future acts of sexual harassment under similar circumstances;

Whether the sexual harassment was perpetrated with a weapon;

The age of the student subjected to the sexual harassment; and

Whether the school possesses other means to obtain relevant evidence, such as through security cameras, eye witness accounts, or physical evidence.

Legal References: Title IX of the Education Amendments of 1972, 20 USC 1681, et seq.
34 CFR part 106
A.C.A. § 6-15-1005 (b) (1)

Date Adopted: 8-14-2006

Last Revised: 5-14-2010, 5-14-2018

4.28—LASER POINTERS

Students shall not possess any hand held laser pointer while in school; on or about school property, before or after school; in attendance at school or any school-sponsored activity; en route to or from school or any school-sponsored activity; off the school grounds at any school bus stop or at any school-sponsored activity or event. School personnel shall seize any laser pointer from the student possessing it and the student may reclaim it at the close of the school year, or when the student is no longer enrolled in the District.

Legal References: A.C.A. § 6-18-512

Date Adopted: 08-14-06

Last Revised: 6-4-2019

4.29— INTERNET SAFETY and ELECTRONIC DEVICE USE POLICY

Definition
For the purposes of this policy, "electronic device" means anything that can be used to transmit or capture images, sound, or data.

The District makes electronic device(s) and/or electronic device Internet access available to students, to permit students to perform research and to allow students to learn how to use electronic device technology. Use of district electronic devices is for educational and/or instructional purposes only. Student use of electronic device(s) shall only be as directed or assigned by staff or teachers; students are advised that they enjoy no expectation of privacy in any aspect of their electronic device use, including email, and that monitoring of student electronic device use is continuous.

No student will be granted Internet access until and unless an Internet and electronic device use agreement, signed by both the student and the parent or legal guardian (if the student is under the age of eighteen [18]) is on file. The current version of the Internet and electronic device use agreement is incorporated by reference into board policy and is considered part of the student handbook.

Technology Protection Measures

The District is dedicated to protecting students from materials on the Internet or world wide web that are inappropriate, obscene, or otherwise harmful to minors[1]; therefore, it is the policy of the District to protect each electronic device with Internet filtering software[2] that is designed to prevent students from accessing such materials. For purposes of this policy, "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;

depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

Internet Use and Safety

The District is dedicated to ensuring that students are capable of using the Internet in a safe and responsible manner. The District uses technology protection measures to aid in student safety and shall also educate students on appropriate online behavior and Internet use[3] including, but not limited to:

interacting with other individuals on social networking websites and in chat rooms;
Cyberbullying awareness; and
Cyberbullying response.

Misuse of Internet

The opportunity to use the District's technology to access the Internet is a privilege and not a right. Students who misuse electronic devices or Internet access in any way will face disciplinary action, as specified in the student handbook[4] and/or Internet safety and electronic device use agreement. Misuse of the Internet includes:

The disabling or bypassing of security procedures, compromising, attempting to compromise, or defeating the district's technology network security or Internet filtering software;

The altering of data without authorization;

Disclosing, using, or disseminating passwords, whether the passwords are the student's own or those of another student/faculty/community member, to other students;

Divulging personally identifying information about himself/herself or anyone else either on the Internet or in an email unless it is a necessary and integral part of the student's academic endeavor. Personally identifying information includes full names, addresses, and phone numbers.

Using electronic devices for any illegal activity, including electronic device hacking and copyright or intellectual property law violations;

Using electronic devices to access or create sexually explicit or pornographic text or graphics;

Using electronic devices to violate any other policy or is contrary to the Internet safety and electronic device use agreement.

Notes: The Neighborhood Children's Internet Protection Act (PL 106-554, 47 USC 254 (h) (l)) requires districts to hold at least one public hearing on its proposed technology safety measures and Internet safety policy as well as any changes to the policy with reasonable notice given to the community and the media. This notice requirement would be met by the regular notification requirements for a board meeting. The regulations do not require this to be a special meeting and it is allowable for it to be part of a regular school board meeting. The requirement also includes retaining the meeting's agenda and minutes as well as the Tech Plans, Acceptable Use Policy, and Internet Safety Policy for a period of five (5) years. This timeline isn't quite as straight forward as it sounds. To help clarify the retention requirements, the 8/11 Rules cited in the Legal References include the following note:

We conclude that a school or library should be required to retain its Internet safety policy documentation for a period of five (5) years after the funding year in which the policy was relied upon to obtain E-rate funding. For example, if a school adopted an Internet safety policy in 2002 and used that same policy to make its certification in funding year 2009, the school must retain its Internet safety policy documentation for five years after the last day of service for funding year 2009.

[1] The FCC's Rules have been amended to align with the statute's provision which allow local determination of what material is harmful to minors. 47 CFR 54.520(c)(4) states:

"Local determination of content. A determination regarding matter inappropriate for minors shall be made by the school board, local educational agency, library, or other authority responsible for making the determination. No agency or instrumentality of the United States Government may establish criteria for making such determination; review the determination made by the certifying school, school board, school district, local educational agency, library, or other authority; or consider the criteria employed by the certifying school, school board, school district, local educational agency, library, or other authority in the administration of the schools and libraries universal service support mechanism." Therefore, districts must decide on their definition of "harmful to minors." The definition included in the policy is that which is used in the law and Code of Regulations. You may, but you do not have to, change it.

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

3 It is important for future Tech Plan approval by the ADE that you have and retain documented proof of such education such as time, place, and materials presented.

4 For your student handbook, add progressive discipline – first offense consequence, second offense consequence, etc.

Legal References: Children's Internet Protection Act; PL 106-554
FCC Final Rules 11-125 August 11,2011
20 USC 6777
47 USC 254(h)(l)
47 CFR 54.520
47 CFR 520(c)(4)
A.C.A. § 6-21-107
A.C.A. § 6-21-111

Date Adopted: 08-14-06

Last Revised: 07-13-2009, 7-14-2014, 6-4-2019

4.29F—STUDENT ELECTRONIC DEVICE and INTERNET USE AGREEMENT

Student's Name (Please Print)_____
Grade Level_____

School_____
Date_____

The Beebe School District agrees to allow the student identified above ("Student") to use the district's technology to access the Internet under the following terms and conditions which apply whether the access is through a District or student owned electronic device (as used in this Agreement, "electronic device" means anything that can be used to transmit or capture images, sound, or data):

Conditional Privilege: The Student's use of the district's access to the Internet is a privilege conditioned on the Student's abiding to this agreement. No student may use the district's access to the Internet whether through a District or student owned electronic device unless the Student and his/her parent or guardian have read and signed this agreement.

Acceptable Use: The Student agrees that he/she will use the District's Internet access for educational purposes only. In using the Internet, the Student agrees to obey all federal laws and regulations and any State laws and rules. The Student also agrees to abide by any Internet use rules instituted at the Student's school or class, whether those rules are written or oral.

Penalties for Improper Use: If the Student violates this agreement and misuses the Internet, the Student shall be subject to disciplinary action. [**Note: A.C.A. § 6-21-107 requires the district to have "…provisions for administration of punishment of students for violations of the policy with stiffer penalties for repeat offenders, and the same shall be incorporated into the district's written student discipline policy." You may choose to tailor your punishments to be appropriate to the school's grade levels.]**

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

using the Internet for other than educational purposes;
gaining intentional access or maintaining access to materials which are "harmful to minors" as defined by Arkansas law;
using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
making unauthorized copies of computer software;
accessing "chat lines" unless authorized by the instructor for a class activity directly supervised by a staff member;
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;
wasteful use of limited resources provided by the school including paper;
causing congestion of the network through lengthy downloads of files;

vandalizing data of another user;
obtaining or sending information which 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;
invading the privacy of individuals;
divulging personally identifying information about himself/herself or anyone else either on the Internet or in an email unless it is a necessary and integral part of the student's academic endeavor. Personally identifying information includes full names, address, and phone number.
using the network for financial or commercial gain without district permission;
theft or vandalism of data, equipment, or intellectual property;
attempting to gain access or gaining access to student records, grades, or files;
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;
providing access to the District's Internet Access to unauthorized individuals;
failing to obey school or classroom Internet use rules; or
taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools; or
Installing or downloading software on district computers without prior approval of the technology director or his/her designee.

Liability for debts: Students and their cosigners shall be liable for any and all costs (debts) incurred through the student's use of the computers or access to the Internet including penalties for copyright violations.

No Expectation of Privacy: The Student and parent/guardian signing below agree that if the Student uses the Internet through the District's access, that the Student waives any right to privacy the Student may have for such use. The Student and the parent/guardian agree that the district may monitor the Student's use of the District's Internet Access and may also examine all system activities the Student participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system. The District may share such transmissions with the Student's parents/guardians.

No Guarantees: The District will make good faith efforts to protect children from improper or harmful matter which may be on the Internet. At the same time, in signing this agreement, the parent and Student recognize that the District makes no guarantees about preventing improper access to such materials on the part of the Student.

Signatures: We, the persons who have signed below, have read this agreement and agree to be bound by the terms and conditions of this agreement.

Student's Signature: _____Date _____

Parent/Legal Guardian Signature:

_____Date_____

4.30—SUSPENSION FROM SCHOOL

Students not present at school cannot benefit from the educational opportunities the school environment affords. Administrators, therefore, shall strive to find ways to keep students in school as participants in the educational process. There are instances, however, when the needs of the other students or the interests of the orderly learning environment require the removal of a student from school. The Board authorizes school principals or their designees to suspend students for disciplinary reasons for a period of time not to exceed ten (10) school days, including the day upon which the suspension is imposed. The suspension may be in school or out of school. Students are responsible for their conduct that occurs: at any time on the school grounds; off school grounds at a school-sponsored function, activity, or event; going to and from school or a school activity. A student may be suspended for behavior including, but not limited to that which:

Is in violation of school policies, rules, or regulations;

Substantially interferes with the safe and orderly educational environment;

School administrators believe will result in the substantial interference with the safe and orderly educational environment; and/or

Is insubordinate, incorrigible, violent, or involves moral turpitude.

Out-of-school suspension (OSS) shall not be used to discipline a student in kindergarten through fifth (5th) grade unless the student's behavior:

Poses a physical risk to himself or herself or to others;
Causes a serious disruption that cannot be addressed through other means; or
Is the act of bringing a firearm on school campus.

<u>OSS shall not be used to discipline a student for skipping class, excessive absences, or other forms of truancy.</u>

The school principal or designee shall proceed as follows in deciding whether or not to suspend a student:

The student shall be given written notice or advised orally of the charges against him/her;
If the student denies the charges, he/she shall be given an explanation of the evidence against him/her and be allowed to present his/her version of the facts; and
If the principal finds the student guilty of the misconduct, he/she may be suspended.

When possible, notice of the suspension, its duration, and any stipulations for the student's re-admittance to class will be given to the parent(s), legal guardian(s), person (s) with lawful control of the student, person(s) standing in loco parentis, or to the student if age 18 or older prior to the suspension. Such notice shall be handed to the parent(s), legal guardian(s), person(s) having lawful control of the student, person(s) standing in loco parentis or to the student if age 18 or older or mailed to the last address reflected in the records of the school district.

Generally, notice and hearing should precede the student's removal from school, but if prior notice and hearing are not feasible, as where the student's presence endangers persons or property or threatens disruption of the academic process, thus justifying immediate removal from school, the necessary notice and hearing should follow as soon as practicable.

It is the responsibility of a student's parents, legal guardians, person having lawful control of the student, or person standing in loco parentis to provide current contact information to the district, which the school shall use to immediately notify the parent, legal guardian, person having lawful control of a student, or person standing in loco parentis upon the suspension of a student. The notification shall be by one of the following means, listed in order of priority:[2]

A primary call number

The contact may be by voice, voice mail, or text message

An email address

A regular first class letter to the last known mailing address

The district shall keep a log of contacts attempted and made to the parent, or legal guardian, person having lawful control of the student, or person standing in loco parentis.

The District shall establish programs, measures, or alternative means and methods to continue student engagement and access to education during a student's period of OSS.

During the period of their suspension, students serving OSS are not permitted on campus except to attend a student/parent/administrator conference or when necessary as part of the District's engagement or access to education program.[3]

During the period of their suspension, students serving in-school suspension shall not attend or participate in any school-sponsored activities during the imposed suspension.[3]

Suspensions initiated by the principal or his/her designee may be appealed to the Superintendent, but not to the Board.

Suspensions initiated by the Superintendent may be appealed to the Board.

Notes: To satisfy a student's due process rights, make sure that all the IDEA requirements are met for students receiving special education services.

[1] The ten (10) school days are on a traditional school calendar. If your district uses a 4x4 block schedule, the number of days of suspension will need to be modified accordingly.

[2] A.C.A. § 6-18-507(f)(3) requires attempts at contacting parents be made first by phone. If such contact fails, then contact may be by email, and if that is unsuccessful, contact may be by regular first class mail.

[3] Your final language needs to match the language you have chosen for suspensions in policy 4.7.

Cross Reference: 4.7—ABSENCES

Legal References: A.C.A. § 6-18-507
Goss v Lopez, 419 U.S. 565 (1975)

Date Adopted: 08-14-2006

Last Revised: 07-23-2007, 7-11-2016, 6-19-2017, 6-17-2019

4.31—EXPULSION

The Board of Education may expel a student for a period longer than ten (10) school days for violation of the District's written discipline policies. The Superintendent may make a recommendation of expulsion to the Board of Education for student conduct:

Deemed to be of such gravity that suspension would be inappropriate;
Where the student's continued attendance at school would disrupt the orderly learning environment; or
Would pose an unreasonable danger to the welfare of other students or staff.

Expulsion shall not be used to discipline a student in kindergarten through fifth (5th) grade unless the student's behavior:
Poses a physical risk to himself or herself or to others;
Causes a serious disruption that cannot be addressed through other means; or
Is the act of bringing a firearm on school campus.

The Superintendent or his/her designee shall give written notice to the parents, legal guardians, persons having lawful control of the student, or persons standing in loco parentis (mailed to the address reflected on the District's records) that he/she will recommend to the Board of Education that the student be expelled for the specified length of time and state the reasons for the recommendation to expel. The notice shall give the date, hour, and place where the Board of Education will consider and dispose of the recommendation.

The hearing shall be conducted not later than ten (10) school days following the date of the notice, except that representatives of the Board and student may agree in writing to a date not conforming to this limitation.

The President of the Board, Board attorney, or other designated Board member shall preside at the hearing. The student may choose to be represented by legal counsel. The hearing shall be conducted in open session of the Board unless the parent, legal guardian, person having lawful control of the student, person standing in loco parentis, or student if age eighteen (18) or older, requests that the hearing be conducted in executive session. Any action taken by the Board shall be in open session.

During the hearing, the Superintendent will present evidence, including the calling of witnesses that gave rise to the recommendation of expulsion. The student, or his/her representative, may then present evidence including statements from persons with personal knowledge of the events or circumstances relevant to the charges against the student. Formal cross-examination will not be permitted. However, any member of the Board, the Superintendent, or designee, the student, or his/her representative may question anyone making a statement and/or the student. The presiding officer shall decide questions concerning the appropriateness or relevance of any questions asked during the hearing.

Except as permitted by policy 4.22, the Superintendent shall recommend the expulsion of any student for a period of one (1) year for the possession of any firearm prohibited on school campus by law. The superintendent shall, however, have the discretion modify the expulsion recommendation for a student on a case-by-case basis. Parents, legal guardians, persons having lawful control of a student, or persons standing in loco parentis of a student enrolling from another school after the expiration of an expulsion period for a weapons policy violation shall be

given a copy of the current laws regarding the possibility of parental responsibility for allowing a child to possess a weapon on school property.[2] The parents, legal guardians, persons having lawful control of the student, or persons standing in loco parentis shall sign a statement acknowledging that they have read and understood said laws prior to the student being enrolled in school.

The Superintendent and the Board of Education shall complete the expulsion process of any student that was initiated because the student possessed a firearm or other prohibited weapon on school property regardless of the enrollment status of the student.

The District shall establish programs, measures, or alternative means and methods to continue student engagement and access to education during a student's period of expulsion. The District's program shall include offering an expelled student an opportunity for enrollment in digital learning courses or other alternative educational courses that result in the receipt of academic credit that is at least equal to credit the expelled student may have received from the District if the student had not been expelled.

Notes: To satisfy a student's due process rights, make sure that all the IDEA requirements are met for students receiving special education services.

[1]The ten (10) school days are on a traditional school calendar. If your district uses a 4x4 block schedule, the number of days of suspension will need to be modified accordingly.

[2] The current law governing parental responsibility is A.C.A. § 5-27-210

Cross Reference: Policy 4.22—WEAPONS AND DANGEROUS INSTRUMENTS

Legal Reference: A.C.A. § 6-15-1406
A.C.A. § 6-18-502
A.C.A. § 6-18-507

Date Adopted: 08-14-06

Last Revised: 7-13-2009, 6-19-2017, 6-17-2019

5-27-210. Parental responsibility for student's firearm possession.

As used in this section:

"Firearm" means:

Any device designed, made, or adapted to expel a projectile by the action of an explosive or any device readily convertible to that use, including such a device that is not loaded or lacks a clip or other component to render it immediately operable; or

Components that can readily be assembled into a device described in subdivision (a)(1)(A) of this section; and

"Parent" means a parent, stepparent, legal guardian, or person in loco parentis or who has legal custody of a student pursuant to a court order and with whom the student resides.

A parent of a minor is guilty of a Class B misdemeanor if:

The parent knows that the minor is in illegal possession of a firearm in or upon:

The premises of a public or private school;

A public or private school's athletic stadium or other facility or building in which school-sponsored events are conducted; or

A public park, playground, or civic center; and

The parent fails to:

Prevent the illegal possession; or

Report the illegal possession to an appropriate school or law enforcement official.

History. Acts 1999, No. 1149, §§ 1, 2.

4.32—SEARCH, SEIZURE, AND INTERROGATIONS

The District respects the rights of its students against arbitrary intrusion of their person and property. At the same time, it is the responsibility of school officials to protect the health, safety, and welfare of all students enrolled in the District in order to promote an environment conducive to student learning. The Superintendent, principals, and their designees have the right to inspect and search school property and equipment. They may also search students and their personal property in which the student has a reasonable expectation of privacy, when there is reasonable and individualized suspicion to believe such student or property contains illegal items or other items in violation of Board policy or dangerous to the school community.[1] School authorities may seize evidence found in the search and disciplinary action may be taken. Evidence found which appears to be in violation of the law shall be reported to the appropriate authority.

School property shall include, but not be limited to, lockers, desks, and parking lots, as well as personal effects left there by students. When possible, prior notice will be given and the student will be allowed to be present along with an adult witness, however, searches may be done at any time with or without notice or the student's consent. A personal search must not be excessively intrusive in light of the age and sex of the student and the nature of the infraction.

The Superintendent, principals, and their designees may request the assistance of law enforcement officials to help conduct searches. Such searches may include the use of specially trained dogs.

A school official of the same sex shall conduct personal searches with an adult witness of the same sex present.

State Law requires that Department of Human Services employees, local law enforcement, or agents of the Crimes Against Children Division of the Division of Arkansas State Police, may interview students without a court order for the purpose of investigating suspected child abuse. In instances where the interviewers deem it necessary, they may exercise a "72-hour hold " without first obtaining a court order. Other questioning of students by non-school personnel shall be granted only with a court order directing such questioning, with permission of the parents of a student (or the student if above eighteen [18] years of age), or in response to a subpoena or arrest warrant.

If the District makes a report to any law enforcement agency concerning student misconduct or if access to a student is granted to a law enforcement agency due to a court order, the principal or the principal's designee shall make a good faith effort to contact the student's parent, legal guardian, or person having lawful control of the student, or person standing in loco parentis. The principal or the principal's designee shall not attempt to make such contact if presented documentation by the investigator that notification is prohibited because a parent, guardian, person having lawful control of the student, or person standing in loco parentis is named as an alleged offender of the suspected child maltreatment. This exception applies only to interview requests made by a law enforcement officer, an investigator of the Crimes Against Children Division of the Division of Arkansas State Police, or an investigator or employee of the Department of Human Services.

In instances other than those related to cases of suspected child abuse, principals must release a student to either a police officer who presents a subpoena for the student, or a warrant for arrest, or to an agent of

state social services or an agent of a court with jurisdiction over a child with a court order signed by a judge. Upon release of the student, the principal or designee shall give the student's parent, legal guardian, or other person having lawful control of the student, or person standing in loco parentis notice that the student has been taken into custody by law enforcement personnel or a state's social services agency. If the principal or designee is unable to reach the parent, he or she shall make a reasonable, good faith effort to get a message to the parent to call the principal or designee, and leave both a day and an after-hours' telephone number.

Note: [1] Staff are strongly cautioned and advised that to search a student requires **individualized** suspicion, which requires the staff member(s) involved to have:

A good reason to believe that a specific student likely possesses an illegal or forbidden item in violation of Board policy; and

The belief that the student possesses the item exists both prior to and at the time of the search.

Searches lacking such good faith belief about a particular student are not permitted; this includes routine suspicionless personal searches of all students and random suspicionless personal searches of students or groups of students. (This is distinct and different from random, suspicionless drug testing of students who participate in extracurricular or athletic events, which the United States Supreme Court permits.) Using a metal detector or "wanding" a student constitutes a search. Extraordinary circumstances must exist for a large group of students to be justifiably subjected to a personal or electronic search, such as a credible belief that any one of a number of students might possess something very dangerous (e.g. a gun or a knife). Searching all students to ensure that non-lethal contraband, such as an electronic device, is not possessed would certainly not pass legal muster; this is true regardless of whether or not testing is occurring. Failure to meet these constitutional requirements could lead to serious legal liability on the part of the district.

Legal References: A.C.A. § 6-18-513
A.C.A. § 9-13-104
A.C.A. § 12-18-608, 609, 610, 613
A.C.A. § 12-18-1001, 1005

Date Adopted: 08-14-06

Last Revised: 7-18-2011, 7-13-2015, 1-29-2019, 6-17-2019

4.33—STUDENTS' VEHICLES

A student who has presented a valid driver's license and proof of insurance to the appropriate office personnel, may drive his/her vehicles to school. Vehicles driven to school shall be parked in the area designated for student parking. Parking on school property is a privilege which may be denied to a student for any disciplinary violation, at the discretion of the student's building principal. Students driving vehicles will be placed in the random drug testing pool.

Students are not permitted to loiter in parking areas and are not to return to their vehicles, during the school day, for any reason unless given permission to do so by school personnel.

It is understood that there is no expectation of privacy in vehicles in parking areas. Drivers of vehicles parked on a school campus will be held accountable for illegal substances or any other item prohibited by District policy found in their vehicle. The act of a student parking a vehicle on campus is a grant of permission for school or law enforcement authorities to search that vehicle.

Date Adopted: 08-14-06

Last Revised: 05-14-2008; 6-11-2012

4.34-------COMMUNICABLE DISEASES AND PARASITES

The Beebe Public School District will work cooperatively with the Arkansas Department of Education and other public agencies to enforce and adhere to Arkansas Public Health Policies for the prevention, control, and containment of infectious/communicable diseases in school.

Students with communicable diseases or with human host parasites that are transmittable in a school environment shall demonstrate respect for other students by not attending school while they are capable of transmitting their condition to others. Students whom the school nurse determines are unwell or unfit for school attendance or who are believed to have a communicable disease or condition will be required to be picked up by their parent. Specific examples include, but are not limited to: Varicella (chicken pox), measles, scabies, head lice, conjunctivitis (Pink Eye), impetigo, Methicillin-resistant Staphylococcus aura's (MRSA), streptococcal and staphylococcal infections, ringworm, mononucleosis, Hepatitis A, B or C, mumps, vomiting, diarrhea, and fever (100.4 degrees). A student who has been sent home by the school nurse will be subsequently readmitted, at the discretion of the school nurse, when the student is no longer a transmission risk. In some instances, a letter from a health care provider may be required prior to the student being readmitted to the school.

To help control the possible spread of communicable diseases, school personnel shall follow the District's exposure control plan when dealing with any blood borne, foodborne, and airborne pathogen exposures. Standard precautions shall be followed relating to the handling, disposal, and cleanup of blood and other potentially infectious materials such as all body fluids, secretions, and excretions (except sweat).

Human Immunodeficiency Virus (HIV)

The evidence is overwhelming that the risk of transmitting HIV is extremely low in school settings. The presence of people living with HIV or diagnosed with acquired immunodeficiency syndrome (AIDS) poses no significant risks to others in school, day care, or school athletic settings.

When the Beebe School District has a student with HIV enrolled, the following procedures will be followed:

The school superintendent will notify the director of the Arkansas Department of Education before any action is taken by the local school district.

The director of the Arkansas Department of Education will notify the chair of the Arkansas AIDS Advisory Board. The director will give all pertinent information to the chair.

The chair of the AIDS Advisory Board will convene the board, which consists of members from the Arkansas Department of Education, the Arkansas Department of Health, and medical representatives.

Irrespective of disease presence, routine procedures shall be posed and used. Adequate sanitation facilities and supplies will be available for handling blood and body fluids within the school setting and all school buses. All school personnel will be trained in the proper procedures for handling blood and body fluids.

The district protects the privacy rights of learners of all ages. Knowledge that a student has a communicable disease but does not pose a risk to other students or the educational staff in the school setting (such as being infected with the AIDS virus) will be confined to those persons with a direct need to know (e.g. principal, school nurse, primary teacher).

Immunizations

In accordance with 4.57—IMMUNIZATIONS, the District shall maintain a copy of each student's immunization record and a list of individuals with exemptions from immunizations in the student's education record as defined in policy 4.13. This policy provides that an education record may be disclosed to appropriate parties in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

A student enrolled in the District who has an immunization exemption may be removed from school at the discretion of the Arkansas Department of Health during an outbreak of the disease for which the student is not vaccinated. The student may not return to school until the outbreak has been resolved and the student's return to school is approved by the Arkansas Department of Health.

Head Lice

Screening for lice may occur when a student shows signs of itching and scratching, when a student has had exposure to a sibling or another child with head lice, or when parents or their child make a self-referral.

Three (3) non-related cases of head lice in a classroom within ten (10) consecutive days will require all students in the classroom be screened by the following school day.

The parent or guardian of a student found with head lice will be asked to pick up their child. The parent or guardian will be given information concerning the eradication and control of head lice. **A student may be readmitted after the school nurse or designee has determined the student no longer has live head lice.**

Parents who identify head lice on their child at home are to complete treatment prior to coming to school. Parents should notify the school of their child's condition so that appropriate action can be taken at school.

The day of initial treatment for head lice will be an excused absence. After the first day, other absences will be covered under the regular attendance policy**. Parents whose child accumulates excessive absences for head lice may be reported to the White County truancy officer.**

Each school may conduct screenings of students for head lice as needed. The screenings shall be conducted in a manner that respects the privacy and confidentiality of each student.

Note: Consult your school nurse for input on potential modifications of this listing. Hepatitis A is more contagious by casual contact than B or C, but B and C have been left in the model policy to ere on the side of caution.

Cross References: 4.2—ENTRANCE REQUIREMENTS
4.7—ABSENCES
4.13—PRIVACY OF STUDENTS' RECORDS/ DIRECTORY INFORMATION
4.57—IMMUNIZATIONS

Legal References: A.C.A. § 6-18-701(b),(c),€
Arkansas State Board of Health Rules And Regulations Pertaining To Immunization Requirements
Division of Elementary and Secondary Education Rules Governing Kindergarten through 12th Grade Immunization Requirements

Date Adopted: 6-11-2012

Last Revised: 4-8-2013, 7-11-2016, 6-4-2019

4.35----STUDENT MEDICATIONS

Prior to the administration of any medication, including any dietary supplement or other perceived health remedy not regulated by the US food and Drug Administration, to any student under the age of eighteen (18), written parental consent is required. The consent form shall include authorization to administer the medication and relieve the Board and its employees of civil liability for damages or injuries resulting from the administration of medication to students in accordance with this policy. All signed medication consent forms are to be maintained by the school nurse.

Unless authorized to self-administer or otherwise authorized by this policy, students are not allowed to carry any medications, including over-the-counter (OTC) medications or any dietary supplement or other perceived health remedy not regulated by the US Food and Drug Administration, while at school. The parent or legal guardian shall bring the student's medication to the school nurse. The student may bring the medication if accompanied by a written authorization from the parent or legal guardian. When medications are brought to the school nurse, the nurse shall document, in the presence of the parent, the quantity of the medication(s). If the medications are brought by a student, the school nurse shall ask another school employee to verify, in the presence of the student the quantity of the medication(s). Each person present shall sign a form verifying the quantity of the medication(s).

Medications, including those for self-medication, must be in the original container and be properly labeled with the student's name, the ordering provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state the purpose for the medication, its possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings. Schedule II medications that are permitted by this policy to be brought to school shall be stored in a double locked cabinet.

Students with an individualized health plan (IHP) may be given over-the-counter medications to the extent giving such medications are included in the student's IHP.

The district's supervising registered nurse is responsible for creating procedures for the administration of medications on and off campus.

The school shall not keep outdated medications or any medications past the end of the school year. Parents shall be notified ten (10) days in advance of the school's intention to dispose of any medication. Medications not picked up by the parents or legal guardians within the ten (10) day period shall be disposed of by the school nurse in accordance with current law and rules.[1]

Schedule II Medications[2]

The only Schedule II medications that shall be allowed to be brought to the school are methylphenidate (e.g. Ritalin or closely related medications as determined by the school nurse),

dextroamphetamine (Dexedrine), and amphetamine sulfate (e.g. Adderall or closely related medications as determined by the school nurse).[1]

For the student's safety, no student will be allowed to attend school if the student is currently taking any other Schedule II medication than permitted by this policy. Students who are taking Schedule II medications which are not allowed to be brought to school shall be eligible for homebound instruction if provided for in their IEP or 504 plans.[4]

Self-Adminisration of Medication

Students who have written permission from their parent or guardian and a licensed health care practitioner on file with the District may:

Self-administer either a rescue inhaler or auto-injectable epinephrine;
Perform his/her own blood glucose checks;
Administer insulin through the insulin delivery system the student uses;
Treat the student's own hypoglycemia and hyperglycemia; or
Possess on his or her person:
A rescue inhaler or auto-injectable epinephrine; or
the necessary supplies and equipment to perform his/her own diabetes monitoring and treatment functions.

Students who have a current consent form on file shall be allowed to carry and self-administer such medication while:

In school;
At an on-site school sponsored activity;
While traveling to or from school; or
At an off-site school sponsored activity.

A student is prohibited from sharing, transferring, or in any way diverting his/her medications to any other person. The fact that a student with a completed consent form on file is allowed to carry a rescue inhaler, auto-injectable epinephrine, diabetes medication, or combination does not require him/her to have such on his/her person. The parent or guardian of a student who qualifies under this policy to self-carry a rescue inhaler, auto-injectable epinephrine, diabetes medication, or any combination on his/her person shall provide the school with the appropriate medication, which shall be immediately available to the student in an emergency.

Students may possess and use a topical sunscreen that is approved by the United States Food and Drug Administration for OTC use to avoid overexposure to the sun without written authorization from a parent, legal guardian, or healthcare professional while the student is on school property or at a school-related event or activity. The parent or guardian of a student may provide written documentation authorizing specifically named District employee(s), in addition to the school nurse, to assist a student in the application of sunscreen. The District employee(s) named in the parent or legal guardian's written authorization shall not be required to assist the student in the application of sunscreen.

Emergency Administration of Glucagon and Insulin

Students may be administered Glucagon, insulin, or both in emergency situations by the school nurse or, in the absence of the school nurse, a trained volunteer school employee designated as a care provider, provided the student has:

an IHP that provides for the administration of Glucagon, insulin, or both in emergency situations; and

a current, valid consent form on file from their parent or guardian.

When the nurse is unavailable, the trained volunteer school employee who is responsible for a student shall be released from other duties during:

The time scheduled for a dose of insulin in the student's IHP; and

Glucagon or non-scheduled insulin administration once other staff have relieved him/her from other duties until a parent, guardian, other responsible adult, or medical personnel has arrived.

A student shall have access to a private area to perform diabetes monitoring and treatment functions as outlined in the student's IHP.

Emergency Administration of Epinephrine

The school nurse or other school employees designated by the school nurse as a care provider who have been trained[6] and certified by a licensed physician may administer an epinephrine auto-injector in emergency situations to students who have an IHP that provides for the administration of an epinephrine auto-injector in emergency situations.

The parent of a student who has an authorizing IHP, or the student if over the age of eighteen (18), shall annually complete and sign a written consent form provided by the student's school nurse authorizing the nurse or other school employee(s) certified to administer auto-injector epinephrine to administer auo-injector epinephrine to the student when the employee believes the student is having a life-threatening anaphylactic reaction.

Students with an order from and a licensed health care provider to self-administer auto-injectable epinephrine and who have written permission from their parent or guardian shall provide the school nurse an epinephrine auto-injector. This epinephrine will be used in the event the school nurse, or other school employee certified to administer auto-injector epinephrine, in good faith professionally believes the student is having a life-threatening anaphylactic reaction and the student is either not self-carrying his/her /epinephrine auto-injector or the nurse is unable to locate it.

The school nurse for each District school shall keep epinephrine auto-injectors on hand that are suitable for the students the school serves. The school nurse or other school employee designated by the school nurse as a care provider who has been trained[1] and certified by a licensed physician may administer auto-injector epinephrine to those students who the school nurse, or other school

employee certified to administer auto-injector epinephrine, in good faith professionally believes is having a life-threatening anaphylactic reaction.

Emergency Administration of Albuterol

The school nurse or other school employees designated by the school nurse as a care provider who have been trained[6] and certified by a licensed physician, advanced practice registered nurse, or physician assistant may administer albuterol in emergency situations to students who have an IHP that provides for the administration of albuterol in emergency situations.

The parent of a student who has an authorizing IHP, or the student if over the age of eighteen (18), shall annually complete and sign a written consent form provided by the student's school nurse authorizing the nurse or other school employee(s) certified to administer albuterol to administer albuterol to the student when the employee believes the student is in perceived respiratory distress.

The school nurse for each District school shall keep albuterol on hand. The school nurse or other school employee designated by the school nurse as a care provider who has been trained[6] and certified by a licensed physician, advanced practice registered nurse, or physician assistant may administer albuterol to those students who the school nurse, or other school employee certified to administer albuterol, in good faith professionally believes is in perceived respiratory distress.

Emergency Administration of Anti-opioid

The school nurse for each District school shall keep anti-opioid injectors on hand. The school nurse, other school employee, volunteer, or student may administer anti-opioid in accordance with the District's procedures to a student who the school nurse, or other observer, in good faith believes is having an opioid overdose.

Notes: A.C.A. § 17-87-103 (11), as amended by Act 1232 833 of 2013 2015, provides for the administration of Glucagon, insulin, or both to students suffering from diabetes.

Districts are not under any obligation to "recruit" volunteers and 4.06 of the Rules explicitly states that no employee shall be pressured into volunteering.

[1] The time frame in this paragraph is not statutorily mandated and may be changed to better suit your district and the employment contract of the school nurse. Any changes you make, however, need to address the need for students to have their medications through the last day of school and the reality of parent's work schedules.

[2]This policy offers two different options regarding permissibility of students attending and participating in classes while taking Schedule II medications. Be sure only one option is included in the adopted policy and delete the heading "Option One" or "Option Two" language after your selection along with the language for the unchosen option in the final version. Be sure to consult with your school nurse when selecting an option.

Here is a helpful, but not all-inclusive, list of prohibited Schedule II medications: Opium, morphine, codeine, hydromorphone (Dilaudid), methadone, meperidine (Demerol), cocaine, oxycodone (Percodan), amobarbital, pentobarbital, sufentanile, etorphine hydrochloride, phenylactone, dronabinol, secobarbital, and fentanyl.

[4] A student who has surgery or is in an accident resulting in the student may be taking a Schedule II medication outside of those a student may take and be permitted to attend classes under Option 1 or may have been told by his/her doctor to not attend class during the time the student is taking the Schedule II medication. In such cases, a 504 plan can be developed to cover the duration of the student's recovery, which could include homebound instruction.

[5] The specific authorization should be provided on the doctor's letterhead along with the completed Medication Administration Consent Form (4.35F) .

[6] The certification may be received through training that is provided by a nationally recognized organization experienced in training laypersons in emergency health treatment or other persons approved by the Department of Health. Examples of National programs are those provided by the American Heart Association and the American Red Cross.

Legal References:
Ark. State Board of Nursing: School Nurse Roles and Responsibilities
Division of Elementary and Secondary Education and Arkansas State Board of Nursing Rules Governing the Administration of Insulin and Glucagon to Arkansas Public School Students with Diabetes
A.C.A. § 6-18-701
A.C.A. § 6-18-707
A.C.A. § 6-18-711
A.C.A. § 6-18-714
A.C.A. § 17-87-103 (11)
A.C.A. § 20-13-405

Date Adopted: 6-11-2012

Last Revised: 4-8-2013, 7-11-2015, 7-11-2016, 5-14-2018, 2-18-2019, 6-17-2019

4.35F—MEDICATION ADMINISTRATION CONSENT FORM

Student's Name (Please Print) _____

This form is good for school year _2019-2020. This consent form must be updated anytime the student's medication order changes and renewed each year and/or anytime a student changes schools.

Medications, including those for self-administration, must be in the original container and be properly labeled with the student's name, the ordering provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state the purpose for the medication, its possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings.

I hereby authorize the school nurse, or designee, to administer the following medications to my student:

Name of medication_____

Name of physician or dentist (if applicable) _____

Dosage _____

Instructions for administering the medication _____

_____

Other instructions _____

I hereby authorize _____ to administer the above medication to my student in the unavailability of the school nurse at school in accordance with the above medication administration instructions.

I authorize the school nurse to take a photograph of my student to be used to verify my student's identification before the school nurse or an authorized individual administers medications to my student.[1]

I acknowledge that the District, its Board of Directors, and its employees shall be immune from civil liability for damages resulting from the administration of medications in accordance with this consent form.

Parent or legal guardian signature _____ Date _____

Note: [1] While this language is optional, we recommend retaining the language unless your supervising school nurse determines it to be unnecessary.

Date Adopted:
Last Revised: 2-18-2019, 6-17-2019

4.35F2—MEDICATION SELF-ADMINISTRATION CONSENT FORM

Student's Name (Please Print)

_____

This form is good for school year _____. This consent form must be updated anytime the student's medication order changes and renewed each year and/or anytime a student changes schools.

The following must be provided for the student to be eligible to self-administer rescue inhalers and/or auto-injectable epinephrine. Eligibility is **only** valid for this school for the current academic year.

a written statement from a licensed health-care provider who has prescriptive privileges that he//she has prescribed the rescue inhaler and/or auto-injectable epinephrine for the student and that the student needs to carry the medication on his/her person due to a medical condition;
the specific medications prescribed for the student;
an individualized health care plan developed by the prescribing health-care provider containing the treatment plan for managing asthma and/or anaphylaxis episodes of the student and for medication use by the student during school hours; and
a statement from the prescribing health-care provider that the student possesses the skill and responsibility necessary to use and administer the asthma inhaler and/or auto-injectable epinephrine.

If the school nurse is available, the student shall demonstrate his/her skill level in using the rescue inhalers and/or auto-injectable epinephrine to the nurse.

Rescue inhalers and/or auto-injectable epinephrine for a student's self-administration shall be supplied by the student's parent or guardian and be in the original container properly labeled with the student's name, the ordering provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state the purpose for the medication, its possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings.

Students who self-carry a rescue inhaler or an epinephrine auto-injector shall also provide the school nurse with a rescue inhaler or an epinephrine auto-injector to be used in emergency situations.

I understand this form authorizes my student to possess and use the medication(s) included on this form while on school grounds and at school sponsored events but that distribution of the medication(s) included on this form to other students may lead to disciplinary action against my student.

My signature below is an acknowledgment that I understand that the District, its Board of Directors, and its employees shall be immune from civil liability for injury resulting from the self-administration of medications by the student named above.

Parent or legal guardian signature

_____

Date: _____

_____ _____

Date Adopted:

Last Revised: 6-17-2019

4.35F3—GLUCAGON AND/OR INSULIN ADMINISTRATION CONSENT FORM

Student's Name (Please Print)

_____

This form is good for school year _____. This consent form must be updated anytime the student's medication order changes and renewed each year and/or anytime a student changes schools.

The school has developed an individual health plan (IHP) acknowledging that my child has been diagnosed as suffering from diabetes. The IHP authorizes the school nurse to administer Glucagon or insulin to my child in an emergency situation.

In the absence of the nurse, trained volunteer district personnel may administer to my child in an emergency situation:

Glucagon _____

Insulin _____

I hereby authorize the school nurse to administer Glucagon and insulin to my child, or, in the absence of the nurse, trained volunteer district personnel designated as care providers, to administer the medication(s) I selected above to my child in an emergency situation. I will supply the medication(s) I selected above to the school nurse in the original container properly labeled with the student's name, the ordering provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state the purpose for the medication, its possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings.

I acknowledge that the District, its Board of Directors, its employees, or an agent of the District, including a healthcare professional who trained volunteer school personnel designated as care providers shall not be liable for any damages resulting from his/her actions or inactions in the administration of Glucagon or insulin in accordance with this consent form and the IHP.

Parent or legal guardian signature

_____

Date _____

Date Adopted: 7-13-2015

Date Revised:

4.35F4—EPINEPHRINE EMERGENCY ADMINISTRATION CONSENT FORM

Student's Name (Please Print)

_____

This form is good for school year _____. This consent form must be updated anytime the student's medication order changes and renewed each year and/or anytime a student changes schools.

My child has an IHP that provides for the administration of epinephrine in emergency situations. I hereby authorize the school nurse or other school employee certified to administer auto-injectable epinephrine to administer auto-injectable epinephrine in emergency situations when he/she believes my child is having a life-threatening anaphylactic reaction.

The medication must be in the original container and be properly labeled with the student's name, the ordering provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state the purpose for the medication, its possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings.

Date of physician's order _____

Circumstances under which Epinephrine may be administered

_____

_____

____

Other instructions

_____

_____

____

I acknowledge that the District, its Board of Directors, and its employees shall be immune from civil liability for damages resulting from the administration of auto-injector epinephrine in accordance with this consent form, District policy, and Arkansas law.

Parent or legal guardian signature

_____

Date _____

Date Adopted: 6-17-2019
Last Revised:

4.35F5—ALBUTEROL EMERGENCY ADMINISTRATION CONSENT FORM

Student's Name (Please Print)

_____

This form is good for school year _2019-2020_. This consent form must be updated anytime the student's medication order changes and renewed each year and/or anytime a student changes schools.

My child has an IHP that provides for the administration of albuterol in emergency situations. I hereby authorize the school nurse or other school employee certified to administer albuterol to administer albuterol in emergency situations when he/she believes my child is in perceived respiratory distress.

The medication must be in the original container and be properly labeled with the student's name, the ordering provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state the purpose for the medication, its possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings.

Date of physician's order _____

Circumstances under which albuterol may be administered

_____

_____

Other instructions

_____

_____

I acknowledge that the District, its Board of Directors, and its employees shall be immune from civil liability for damages resulting from the administration of albuterol in accordance with this consent form, District policy, and Arkansas law.

Parent or legal guardian signature

_____

Date _____

Date Adopted: 6-17-2019

Last Revised:

4.36—STUDENT ILLNESS/ACCIDENT

If a student becomes too ill to remain in class and/or could be contagious to other students, the principal or designee will attempt to notify the student's parent or legal guardian. The student will remain in the school's health room or a place where he/she can be supervised until the end of the school day or until the parent/legal guardian can check the student out of school.

If a student becomes seriously ill or is injured while at school and the parent/legal guardian cannot be contacted, the failure to make such contact shall not unreasonably delay the school's expeditious transport of the student to an appropriate medical care facility. The school assumes no responsibility for treatment of the student. When available, current, and applicable, the student's emergency contact numbers and medical information will be utilized. Parents are strongly encouraged to keep this information up to date.

Date Adopted: 08-14-06

Last Revised:

4.37—EMERGENCY DRILLS

All schools in the District shall conduct fire drills at least monthly. Tornado drills shall also be conducted not fewer than three (3) times per year with at least one each in the months of September, January, and February. Students who ride school buses,[1] shall also participate in emergency evacuation drills at least twice each school year.

The District shall annually conduct an active shooter drill and school safety assessment for all District schools in collaboration, when possible, with local law enforcement and emergency management personnel. The training will include a lockdown exercise with panic button alert system training.[2,3] Students will be included in the drills to the extent that is developmentally appropriate to the age of both the students and grade configuration of the school.[4]

Drills may be conducted during the instructional day or during non-instructional time periods.

Other types of emergency drills may also be conducted to test the implementation of the District's emergency plans in the event of violence, terrorist attack, natural disaster, other emergency, or the District's Panic Button Alert System. Students shall be included in the drills to the extent practicable.[4]

Notes: [1] Students who only ride buses occasionally, such as to go to and/or from a field trip will also have to participate in the evacuation drills.

A.C.A. § 6-15-1302 requires that the district's Panic Button Alert System meet the following requirements:

Connect the caller with 911 while simultaneously notifying designated on-site personnel;
Directly integrate into the existing statewide Smart911 system.
Be available for use as a smartphone application and have a mechanism for panic notifications to be triggered by non-smartphone wireless callers and landline callers; and
Be limited to users designated, approved, and confirmed by school administrators.

Smart911 is required to provide a way for schools to geo-fence the school campus and provide and manage floor plans and other documents to assist emergency responders when they automatically display during a 911 call. Districts are responsible for keeping the floor plans and pertinent emergency contact information for the statewide Smart911 system up to date.

[3] The purpose of the training is to allow participants to:

Discuss simulated emergency situations in a low-stress environment;
Clarify the roles and responsibilities of individuals and the logistics of handling an emergency on the school campus; and
Identify areas in which the school safety plan should be modified.

[4] Student involvement will need to be worked out school by school and determined relative to grade and age considerations in conjunction with the actual content of the drill. There may be drills conducted that do not include any students due to the explicit nature of the drill and the age of the students while a drill in another school would include students. There are so many facets of responding to a school intruder/shooting incident that it's difficult to know when your planning has dealt with all the contingencies. A good resource on active shooter drills is the "I Love You Guys" Foundation, which was created by the parents of the victim of the school shooting at Platte Canyon High School in Colorado to develop a protocol to advance school safety. The Foundation has **free** materials for districts that can be a big help when developing protocols and training for both personnel and students. A description of the Foundation's recommended protocol and the materials can be found at http://iloveuguys.org/srp.html. Some of this site's information could also be applied to the emergency plans required by statute and this policy.

Legal References: A.C.A. § 12-13-109
A.C.A. § 6-10-110
A.C.A. § 6-10-121
A.C.A. § 6-15-1302
A.C.A. § 6-15-1303
Ark. Division of Academic Facilities and Transportation Rules Governing Maintenance and Operations of Ark. Public School Buses and Physical Examinations of School Bus Drivers 4.03.1

Date Adopted: 08-14-2006

Last Revised: 07-23-2007, 4-8-2013, 7-14-2014, 7-13-2015, 2-25-2016

4.38—PERMANENT RECORDS

Permanent school records, as required by the Arkansas Department of Education, shall be maintained for each student enrolled in the District until the student receives a high school diploma or its equivalent or is beyond the age of compulsory school attendance. A copy of the student's permanent record shall be provided to the receiving school district within ten (10) school days after the date a request from the receiving school district is received.

Date Adopted: 08-14-06

Last Revised: 05-14-2008

4.39—CORPORAL PUNISHMENT

The Beebe School Board authorizes the use of corporal punishment to be administered in accordance with this policy by the Superintendent or the superintendent's designated staff members who are required to have a state-issued licrnse as a condition of their employment.[1]

Prior to the administration of corporal punishment, the student receiving the corporal punishment shall be given an explanation of the reasons for the punishment and be given an opportunity to refute the charges.

All corporal punishment shall be administered privately, i.e. out of the sight and hearing of other students, shall not be excessive, or administered with malice, and shall be administered in the presence of another school administrator or designee who shall be a licensed staff member employed by the District.

Corporal punishment shall not be used as a form of discipline for a student who is intellectually disabled, non-ambulatory, non-verbal, or autistic.[2]

Legal Reference: A.C.A. § 6-18-503 (b)

Date Adopted: 08-14-06

Last Revised: 6-11-2012, 6-17-2019

4.40—HOMELESS STUDENTS

The Beebe School District will afford the same services and educational opportunities to homeless children as are afforded to non-homeless children. The Superintendent or his/her designee shall appoint an appropriate staff person to be the local educational agency (LEA) liaison for homeless children and youth whose responsibilities shall include, but are not limited to:

- Receive appropriate time and training in order to carry out the duties required by law and this policy;
- coordinate and collaborate with the State Coordinator, community, and school personnel responsible for education and related services to homeless children and youths;
- Ensure that school personnel receive professional development and other support regarding their duties and responsibilities for homeless youths;
- Ensure that unaccompanied homeless youths:
    - Are enrolled in school;
    - Have opportunities to meet the same challenging State academic standards as other children and youths; and
    - Are informed of their status as independent students under the Higher Education Act of 1965 and that they may obtain assistance from the LEA liaison to receive verification of such status for purposes of the Free Application for Federal Student Aid;
- Ensure that public notice of the educational rights of the homeless children and youths is disseminated in locations frequented by parents or guardians of such youth, and unaccompanied homeless youths, including schools, shelters, public libraries, and soup kitchens, in a manner and form that is easily understandable.

To the extent possible, the LEA liaison and the building principal shall work together to ensure no homeless child or youth is harmed due to conflicts with District policies solely because of the homeless child or youth's living situation; this is especially true for District policies governing fees, fines, and absences.[1]

Notwithstanding Policy 4.1, homeless students living in the district are entitled to enroll in the district's school that non-homeless students who live in the same attendance area are eligible to attend. If there is a question concerning the enrollment of a homeless child due to a conflict with Policy 4.1 or 4.2, the child shall be immediately admitted to the school in which enrollment is sought pending resolution of the dispute, including all appeals. It is the responsibility of the District's local educational LEA liaison for homeless children and youth to carry out the dispute resolution process.

For the purposes of this policy "school of origin" means:

- The school that a child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including a preschool; and
- The designated receiving school at the next grade level for all feeder schools when the child completes the final grade provided by the school of origin.

The District shall do one of the following according to what is in the best interests of a homeless child.

Continue the child's or youth's education in the school of origin for the duration of homelessness:

In any case in which a family becomes homeless between academic years or during an academic year; and

For the remainder of the academic year, if the child or youth becomes permanently housed during an academic year; or

Enroll the child or youth in any public school that nonhomeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.

In determining the best interest of the child or youth, the District shall:

Presume that keeping the child or youth in the school of origin is in the child's or youth's best interest, except when doing so is contrary to the request of the child's or youth's parent or guardian, or (in the case of an unaccompanied youth) the youth;

Consider student-centered factors related to the child's or youth's best interest, including factors related to the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child's or youth's parent or guardian or (in the case of an unaccompanied youth) the youth.

If the District determines that it is not in the child's or youth's best interest to attend the school of origin or the school requested by the parent or guardian, or (in the case of an unaccompanied youth) the youth, the District shall provide the child's or youth's parent or guardian or the unaccompanied youth with a written explanation of the reasons for its determination, in a manner and form understandable to such parent, guardian, or unaccompanied youth, including information regarding the right to appeal. For an unaccompanied youth, the District shall ensure that the LEA liaison assists in placement or enrollment decisions, gives priority to the views of such unaccompanied youth, and provides notice to such youth of the right to appeal.

The homeless child or youth must be immediately enrolled in the selected school regardless of whether application or enrollment deadlines were missed during the period of homelessness.

The District shall be responsible for providing transportation for a homeless child, at the request of the parent or guardian (or in the case of an unaccompanied youth, the LEA Liaison), to and from the child's school of origin.*[2]

For the purposes of this policy, students shall be considered homeless if they lack a fixed, regular, and adequate nighttime residence and:

Are:

Sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;

Living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;

Living in emergency or transitional shelters;

Abandoned in hospitals; or

Awaiting foster care placement;

Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
Are migratory children who are living in circumstances described in clauses (a) through (c).

In accordance with Federal law, information on a homeless child or youth's living situation is part of the student's education record and shall not be considered, or added, to the list of directory information in Policy 4.13.[3]

Notes: LEA liaisons who receive appropriate training may now affirm that a child or youth who is eligible for and participating in a program provided by the LEA, or the immediate family of such a child or youth, is eligible for homeless assistance programs administered under Title IV of the McKinney – Vento Homeless Education Assistance Improvements Act without further determinations from other governmental entities.

[1] 42 U.S.C. § 11432(g)(1)(I) requires that SEAs and LEAs demonstrate they have developed policies to remove barriers to the identification, enrollment, and retention of homeless children and youths, including barriers to enrollment and retention due to outstanding fees or fines, or absences. The policy language is designed to provide as much flexibility as possible to allow a homeless student to succeed while still holding the homeless student responsible for circumstances that are unrelated to the student's living situation.

[2] The District's liability for transportation is more fully covered by 42 U.S.C. § 11432(g)(1)(J)(iii)(I) and (II), which read as follows:

If the child or youth continues to live in the area served by the local educational agency in which the school of origin is located, the child's or youth's transportation to and from the school of origin shall be provided or arranged by the local educational agency in which the school of origin is located.

(II) If the child's or youth's living arrangements in the area served by the local educational agency of origin terminate and the child or youth, though continuing the child's or youth's education in the school of origin, begins living in an area served by another local educational agency, the local educational agency of origin and the local educational agency in which the child or youth is living shall agree upon a method to apportion the responsibility and costs for providing the child or youth with transportation to and from the school of origin. If the local educational agencies are unable to agree upon such method, the responsibility and costs for transportation shall be shared equally.

[3] The prohibition on the release of a student's homeless status is from 42 U.S.C. § 11432(g)(3)(G).

Legal References: 42 U.S.C. § 11431 et seq

42 U.S.C. § 11431 (2)
42 U.S.C. § 11432(g)(1)(H)(I)
42 U.S.C. § 11432 (g)(1)(J)(i), (ii), (iii), (iii)(I), (iii)(II)
42 U.S.C. § 11432 (g)(3)(A), (A)(i), (A)(i)(I), (A)(i)(II), (A)(ii)
42 U.S.C. § 11432 (g)(3)(B)(i), (ii), (iii)
42 U.S.C. § 11432 (g)(3)(C)(i), (ii), (iii)
42 U.S.C. § 11432 (g)(3)(E)(i), (ii), (iii)
42 U.S.C. § 11432 (g)(3)(G)
42 U.S.C. § 11432 (g)(4) (A), (B), (C), (D), (E)
42 U.S.C. § 11434a
Commissioner's Memo COM-18-044

Date Adopted: 08-14-2006

Last Revised: 7/11/2016, 2-15-2018

4.41—PHYSICAL EXAMINATIONS OR SCREENINGS

The Beebe School District may conduct routine health screenings such as hearing, vision, and scoliosis due to the importance these health factors play in the ability of a student to succeed in school. The screenings will be billed to Medicaid at no charge to the parents or guardians. The intent of the exams or screenings is to detect defects in hearing, vision, or other elements of health that would adversely affect the student's ability to achieve to his/her full potential.

The rights provided to parents under this policy transfer to the student when he/she turns eighteen (18) years old.

Except in instances where a student is suspected of having a contagious or infectious disease, parents shall have the right to opt their student out of the exams or screenings by using form 4.41F or by providing certification from a physician that he/she has recently examined the student.

Note: This policy is not intended to and does not cover invasive physical examinations. "Invasive Physical Examinations" is defined in federal law as any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body. It is our understanding that most students who would receive an invasive physical examination would do so as part of the student's individual health plan (IHP) or while at a school based health clinic; neither situation is intended to be covered by this policy.

In the event a student did not fall under one of the above situations, districts should be aware that an invasive physical examination requires that the student's parent/legal guardian be "directly" notified of the specific or approximate dates (to the extent known) during the school year when the invasive physical examination is scheduled within a reasonable period of time that would provide the parent and opportunity to object. Parents of a student whose IHP covers an invasive physical examination have granted permission for that specific type of exam as part of the establishment of the IHP.

"Directly notified" means by mail or email; inclusion in the student handbook does not meet the law's requirements.

Districts with students who participate as athletes in the Arkansas Special Olympics programs should be aware that the student's physical examination for participation in the program must be signed by either an advanced practice nurse or a licensed physician. Many of the participating students often have multiple health challenges, which can sometimes be deadly in the right circumstances (These are often referred to as "co-morbidities".) As a result, it is important that the Special Olympics athlete medical form be completed by the parent and the qualified health care provider. A copy of the medical form can be found on the Policy Resources Page at http://arsba.org/policy-resources.

Legal References: A.C.A. § 6-18-701 (b), (c), (e)

Date Adopted: 7-13-2009

Last Revised: 2-25-2016, 6-4-2019

4.41F—OBJECTION TO PHYSICAL EXAMINATIONS OR SCREENINGS

I, the undersigned, being a parent or guardian of a student, or a student eighteen (18) years of age or older, hereby note my objection to the physical examination or screening of the student named below.

Physical examination or screening being objected to:

____ Vision test

____ Hearing test

____ Scoliosis test

____ Other, please specify
_____

Comments:

_____

_____

_____

_____

_____
Name of student (Printed)

_____
Signature of parent (or student, if 18 or older)

_____
Date form was filed (To be filled in by office personnel)

4.42—STUDENT HANDBOOK

It shall be the policy of the Beebe School District that the most recently adopted version of the Student Handbook be incorporated by reference into the policies of this district. In the event that there is a conflict between the student handbook and a general board policy or policies, and the student handbook is more recently adopted than the general board policy, the student handbook will be considered binding and controlling on the matter provided the parent(s) of the student, or the student if 18 years of age or older, have acknowledged receipt of the controlling language.

Principal shall review all changes to student policies and ensure that such changes are provided to students and parents, either in the Handbook or, if changes are made after the handbook is printed, as an addendum to the handbook.

Principals and counselors shall also review Policies 4.45—SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS and the current DESE Standards for Accreditation Rules to ensure that there is no conflict. If a conflict exists, the Principal and/or Counselor shall notify the Superintendent and Curriculum Coordinator immediately, so that corrections may be made and notice of the requirements given to students and parents.

Notes: ASBA recommends making this page a "pocket" page and inserting your student handbook into the pocket.

The DESE Standards Assurance unit has said there has been a problem with some committees making changes out of alignment with board policy which can make them out of alignment with statutory and/or DESE Rules which creates a probationary cite in a Standards review. They suggest districts should make sure Handbook Committees' changes align with the student board policy changes. We have not changed the policy regarding the resolution of a conflict between a policy and the handbook because that is accepted legal prioritization.

Principals and counselors shall also review Policies 4.45 – Smart Core Curriculum and Graduation Requirements and the current ADE Standards for Accreditation Rules to ensure there is no conflict. If a conflict exists, the Principal and/or counselor shall notify the Superintendent and Assistant Superintendent for Curriculum immediately, so that corrections may be made and notice of the requirements given to students and parents.

Date Adopted: 08-14-06

Last Revised: 6-11-2012, 4-8-2013, 6-4-2019

4.43—BULLYING

Definitions

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

“Bullying” means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that may address an attribute of the other student, public school employee, or person with whom the other student or public school employee is associated and that causes or creates actual or reasonably foreseeable:

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

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

- Cyberbullying;
- 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 4.27, 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: “Slut”, “You are so gay.”, “Fag”, “Queer”).

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

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

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

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

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

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

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

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

Respect for the dignity of others is a cornerstone of civil society. Bullying creates an atmosphere of fear and intimidation, robs a person of his/her dignity, detracts from the safe environment necessary to promote student learning, and will not be tolerated by the Board of Directors. Students who bully another person shall be held accountable for their actions whether they occur on school equipment or property; off school property at a school sponsored or approved function, activity, or event; going to or from school or a school activity in a school vehicle or school bus; or at designated school bus stops.

Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously. Teachers and other school employees who have witnessed, or are reliably informed that, a student has been a victim of behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the building principal, or designee, as soon as possible. Parents or legal guardians may submit written reports of incidents they feel constitute bullying, or if allowed to continue would constitute bullying, to the building principal, or designee.

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

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

As soon as reasonably practicable, but by no later than the end of the school day following the receipt of the credible report of bullying:

Report to a parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student that their student is the victim in a credible report of bullying; and

Prepare a written report of the alleged incident of bullying;

Promptly investigate the credible report or complaint of bullying, which shall be completed by no later than the fifth (5th) school day following the completion of the written report.

Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student who was the aledged victim in a credible report of bullying whether the investigation found the credible report or complaint of bullying to be true and the availability of counseling and other intervention services.

Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of the student, or person acting in loco parentis of the student who is alleged to have been the perpetrator of the incident of bullying:

That a credible report or complaint of bullying against their student exists;

Whether the investigation found the credible report or complaint of bullying to be true;

Whether action was taken against their student upon the conclusion of the investigation of the alleged incident of bullying; and

Information regarding the reporting of another alleged incident of bullying, including potential consequences of continued incidents of bullying;

Make a written record of the investigation, which shall include:

A detailed description of the alleged incident of bullying, including without limitation a detailed summary of the statements from all material witnesses to the alleged incident of bullying;

Any action taken as a result of the investigation; and

Discuss, as appropriate, the availability of counseling and other intervention services with students involved in the incident of bullying.

Students found to be in violation of this policy shall be subject to disciplinary action up to and including expulsion. In determining the appropriate disciplinary action, consideration may be given to other violations of the student handbook which may have simultaneously occurred.[1] In

addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

Notice of what constitutes bullying, the District's prohibition against bullying, and the consequences for students who bully shall be conspicuously posted in every classroom, cafeteria, restroom, gymnasium, auditorium, and school bus.[2] Parents, legal guardians, person having lawful control of a student, persons standing in loco parentis, students, school volunteers, and employees shall be given copies of the notice annually.[3]

The superintendent shall make a report annually to the Board of Directors on student discipline data, which shall include, without limitation, the number of incidents of bullying reported and the actions taken regarding the reported incidents of bullying.

Copies of this policy shall be available upon request.[4]

Notes: Different consequences are permitted depending on the age or grade of the bullying student.

[1] Example: a student might be disciplined both for bullying and sexual harassment, in an appropriate situation, or bullying and assault.

[2] Suggestion for the posted notice: Create a circle with a line through it over the word Bullying (similar to a non-smoking logo). Beside the logo write: Mean talk or hurting other people is called bullying. Bullying is against the rules and can get you in trouble, suspended, or expelled. If someone bullies you, or you see someone being bullied, get help by telling an adult.

[3] Copies of the notices are required to be published in any district Publication that sets forth the comprehensive rules, procedures, and standards of conduct for the schools within the district as well as the student handbook.

[4] There should be a statement in the Student Handbook to this effect.

Legal References: A.C.A. § 5-71-217
A.C.A. § 6-18-514

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Date Adopted: 8-14-2006

Last Revised: 7-23-2007, 7-18-2011, 7-11-2013, 2-15-2018, 6-17-2019

4.44— ATTENDANCE REQUIREMENTS FOR STUDENTS IN GRADES 9 – 12
DELETED. Act 867 of 2017 repealed the statutory authority for this policy. Number retained for future use.

4.45—SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS FOR THE CLASS OF 2020

All students are required to participate in the Smart Core curriculum unless their parents or guardians, or the students if they are eighteen (18) years of age or older, sign a *Smart Core Waiver Form* to not participate. While Smart Core is the default option, both a *Smart Core Information Sheet* and a *Smart Core Waiver Form*[1] will be sent home with students prior to their enrolling in seventh grade, or when a seventh (7) through twelfth (12) grade student enrolls in the district for the first time and there is not a signed waiver form in the student's permanent record. This policy is to be included in student handbooks for grades six (6) through twelve (12) and both students and parents must sign an acknowledgement they have received the policy. Those students not participating in the Smart Core curriculum will be required to fulfill the Core curriculum or the Alternate Pathway to Graduation when required by their IEP to be eligible for graduation. Counseling by trained personnel shall be available to students or legal guardians prior to the deadline for them to sign and return the waiver form.

While there are similarities between the two curriculums, following the Core curriculum may not qualify students for some scholarships and admission to certain colleges could be jeopardized. Students initially choosing the Core curriculum may subsequently change to the Smart Core curriculum **providing** they would be able to complete the required course of study by the end of their senior year.[2] Students wishing to change their choice of curriculums must consult with their counselor to determine the feasibility of changing.

This policy, the Smart Core curriculum, and the courses necessary for graduation shall be reviewed by staff, students, and parents as part of the annual school district support plan development process[3] to determine if changes need to be made to better serve the needs of the district's students. The superintendent, or his/her designee, shall select the composition of the review panel.

Sufficient information relating to Smart Core and the district's graduation requirements shall be communicated to parents and students to ensure their informed understanding of each. This may be accomplished through any or all of the following means.[4]

Inclusion in the student handbook of the Smart Core curriculum and graduation requirements;
Discussion of the Smart Core curriculum and graduation requirements at the school's annual public meeting, PTA meetings, or a meeting held specifically for the purpose of informing the public on this matter;
Discussions held by the school's counselors with students and their parents; and/or
Distribution of a newsletter(s) to parents or guardians of the district's students.

Administrators, or their designees, shall train newly hired employees, required to be licensed as a condition of their employment, regarding this policy. The district's annual professional development shall include the training required by this paragraph.[5]

To the best of its ability, the District shall follow the requirements covering the transfer of course credit and graduation set forth in the Interstate Compact on Educational Opportunity for Military Children for all students who meet the definition of "eligible child" in Policy 4.2—ENTRANCE REQUIREMENTS including the waiving of specific courses that are required for graduation if similar coursework has been satisfactorily completed.

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GRADUATION REQUIREMENTS

The number of units students must earn to be eligible for high school graduation is to be earned from the categories listed below. A minimum of twenty-three (23) units is required for graduation for a student participating in either the Smart Core or Core curriculum. In addition to the twenty-two (22) units required for graduation by the division of Elementary and Secondary Education (DESE), the district requires an additional one (1) unit to graduate for a total of twenty-three (23) units. The additional required units may be taken from any electives offered by the district.[6] There are some distinctions made between Smart Core units and Graduation units. Not all units earned toward graduation necessarily apply to Smart Core requirements.

All students must receive a passing score on the Arkansas Civics Exam Immigration Services in order to graduate.

Students shall be trained in quality psychomotor skill bases in cardiopulmonary resuscitation and the use of automated external defibrillators in order to graduate.

Graduation Policy

The Beebe School District graduation ceremony shall be open to all students enrolled in the Beebe School District who satisfy the Beebe School District's requirements for graduation, including students who are the children of military personnel who have transferred into the Beebe School District during their senior year. In addition, students of the Arkansas School for Mathematics, Sciences, and the Arts who reside in the Beebe School District shall be eligible to participate in the Beebe School District graduation ceremony but are not eligible to receive a Beebe School District diploma.

Digital Learning Courses

The District shall offer one or more digital learning course(s) through one or more District approved provider(s) as either a primary or supplementary method of instruction. The courses may be in a blended learning, online based, or other technology-based format[7] In addition to the other graduation requirements contained in this policy, students are required to take at least one (1) digital learning course for credit while in high school.

SMART CORE: Sixteen (16) units

English: four (4) units – 9th, 10th, 11th, and 12th

Oral Communications: one-half (1/2) unit

Mathematics: four (4) units (all students under Smart Core must take a mathematics course in grade 11 or 12 and complete Algebra II.)

1. Algebra I or Algebra A & B* which may be taken in grades 7-8 or 8-9;
2. Geometry or Geometry A & B* which may be taken in grades 8-9 or 9-10;

*A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four-unit requirement for the purpose of meeting the **graduation** requirement, but only serve as one unit each toward fulfilling the **Smart Core** requirement.

3. Algebra II; and
The fourth unit may be either:
A math unit approved by DESE beyond Algebra II; or
A computer science flex credit may be taken in the place of a fourth math credit.

Natural Science: three (3) units
DESE approved biology – 1 credit
DESE approved physical science – 1 credit; and
A third unit that is either:
Additional science credit approved by DESE; or
A computer science flex credit may be taken in the place of a third science credit.

Social Studies: three (3) units
Civics - one-half (½) unit
World History - one unit
American History - one unit
Other social studies – one-half (1/2) unit

Physical Education: one-half (1/2) unit
Note: While one-half (1/2) unit is required for graduation, no more than one (1) unit may be applied toward fulfilling the necessary units to graduate.

Health and Safety: one-half (1/2) unit

Economics – one half (½) unit – dependent upon the licensure of the teacher teaching the course, this can count toward the required three (3) social studies credits or the six (6) required Career Focus elective credits.[7]

Fine Arts: one-half (1/2) unit

CAREER FOCUS: - Six (6) units

All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.

A student who enlists in a branch of the United States Armed Forces or the National Guard through the military delayed entry program, the National Guard split Training Option, or other similar early entry program and completes basic training before graduating from high school shall receive two (2) units of the Career Focus graduation requirements.

A student who completes at least seventy-five (75) clock hours of documented community service in grades nine (9) through twelve (12) at any certified service agency or a part of a service-learning school program shall receive one (1) Career Focus credit.[9]

CORE: Sixteen (16) units

English: four (4) units – 9th, 10th, 11th, and 12th

Oral Communications: one-half (1/2) unit

Mathematics: four (4) units
- Algebra or its equivalent***** **-** 1 unit
- Geometry or its equivalent***** **-** 1 unit
- All math units must build on the base of algebra and geometry knowledge and skills.
- (Comparable concurrent credit college courses may be substituted where applicable)
- A computer science flex credit may be taken in the place of a math credit beyond Algebra I and Geometry

*****A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four (4) unit requirement.

Science: three (3) units
- DESA approved biology – 1 credit;
- DESE approved physical science – 1 credit; and
- A third unit that is either:
  - An additional science credit approved by DESE; or
  - A computer science flex credit may be taken in the place of a third science credit

Social Studies: three (3) units
- Civics one-half (1/2) unit
- World history, one (1) unit
- American history, one (1) unit
- Other social studies – one-half (1/2) unit

Physical Education: one-half (1/2) unit
Note: While one-half (1/2) unit is required for graduation, no more than one (1) unit may be applied toward fulfilling the necessary units to graduate.

Health and Safety: one-half (1/2) unit

Economics – one half (½) unit – dependent upon the licensure of the teacher teaching the course, this can count toward the required three (3) social studies credits or the six (6) required Career Focus elective credits.**8**

Fine Arts: one-half (1/2) unit

CAREER FOCUS: - Six (6) units

All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of

the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.

A student who enlists in a branch of the United States Armed forces or the National guard through the military delayed entry program, the National guard split Training Option, or other similar early entry program and completes basic training before graduating from high school shall receive two (2) units of the Career Focus graduation requirements.

A student who completes at least seventy-five (75) clock hours of documented community service in grades nine (9) through twelve (12) at any certified service agency or a part of a service-learning school program shall receive one (1) Career Focus credit.[9]

Notes: [1] The Smart Core Information Sheet and the Smart Core Waiver Forms are available on the DESE website at arkansased.gov/divisions/learning-services/curriculum-support/arkansas-graduation-requirements under the "Related Links" heading

[2] The DESE's Guidelines stipulate completion by the end of the senior year. We believe this is not in agreement with A.C.A. § 6-18-202(b)(1) which requires public schools to be open through the completion of the secondary program to students between the ages of five(5) and twenty-one (21). Therefore, we suggest that students be allowed to switch from Core to Smart Core if they could successfully complete its requirements by the time they attained their twenty first (21) birthday. Acceptance of a diploma negates a student's right to switch programs.

[3] We recommend including the review of this policy in the school district support plan process so that the resources intended to be provided from the district level are in alignment with your graduation requirements (including any changes to the state level graduation requirements).

[4] Schools are required to retain documentation procedures and methods used.

[5] The Guidelines require the policy to include the training "procedure." If you prefer a different procedure than inclusion in your district's annual professional development process, change this sentence accordingly.

[6] This sentence is necessary if your district requires more than twenty-two (22) units to graduate; without the sentence and you substitute a number greater than twenty-two (22), it appears that the DESE was requiring more than twenty-two (22) units to graduate. If you have specific requirements for the additional units, change the new sentence's wording to reflect those requirements.

[7]For a detailed explanation/discussion of district options for digital learning courses see policy 5.11---DIGITAL LEARNING COURSES.

[8]The Rules specify the option is dependent upon the licensure of the teacher. Specifically, if the course is taught by a licensed social studies teacher, both options exist. If the course is taught by a

licensed business education teacher, the credit must be applied toward the career focus requirement.

9In order for students to receive the community service learning (CLS) credit, the district must have completed and submitted a CLS plan to ADE. In addition, a partner site application must be approved by both the district's board of directors and by the State Board if an organization the District has partnered with, rather than a District employee, is responsible for certifying a student's hours of service. Districts who do not intend to submit a CLS plan should not include this language.

Cross References: 4.55---STUDENT PROMOTION AND RETENTION
5.2—PLANNING FOR EDUCATIONAL IMPROVEMENY
5.11---DIGITAL LEARNING COURSES
5.12---COMPUTER SCIENCE INTERNSHIPS AND INDEPENDENT STUDIES
5.16---COMPUTER SCIENCE COURSE PREREQUISITES AND PROGRESSION

Legal References: Standards for Accreditation 1-C.2, 1-C.2.1, 1-C.2.2, 1-C.2.3
DESE Guidelines for the Development of Smart Core Curriculum Policy
SESE Rules Governing Distance and Digital Learning
Smart Core Information Sheet 2018
Smart Core Waiver Form 2018
Commissioner's Memo LS-18-082
A.C.A. § 6-4-302
A.C.A. § 6-16-122
A.C.A. § 6-16-143
A.C.A. § 6-16-149
A.C.A. § 6-16-150
A.C.A. § 6-16-1406
A.C.A. § 6-18-107

Date Adopted: 4-8-2013

Last Revised: 5-12-2014, 7-13-2015, 7-11-2016, 6-19-2017, 6-26-2018, 11-19-2018, 2-18-2019, 6-17-2019

4.45.1—SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS FOR THE CLASSES OF 2021 AND THEREAFTER

All students are required to participate in the Smart Core curriculum unless their parents or guardians, or the students if they are eighteen (18) years of age or older, sign a *Smart Core Waiver Form* to not participate. While Smart Core is the default option, both a *Smart Core Information Sheet* and a *Smart Core Waiver Form*[1] will be sent home with students prior to their enrolling in seventh (7th) grade, or when a seventh (7th) through twelfth (12th) grade student enrolls in the district for the first time and there is not a signed waiver form in the student's permanent record. This policy is to be included in student handbooks for grades six (6) through twelve (12) and both students and parents must sign an acknowledgement they have received the policy. Those students not participating in the Smart Core curriculum will be required to fulfill the Core curriculum or the Alternate Pathway to Graduation when required by their IEP to be eligible for graduation. Counseling by trained personnel shall be available to students and their parents or legal guardians prior to the deadline for them to sign and return the waiver form.

While there are similarities between the two curriculums, following the Core curriculum may not qualify students for some scholarships and admission to certain colleges could be jeopardized. Students initially choosing the Core curriculum may subsequently change to the Smart Core curriculum **providing** they would be able to complete the required course of study by the end of their senior year.[2] Students wishing to change their choice of curriculums must consult with their counselor to determine the feasibility of changing paths.

This policy, the Smart Core curriculum, and the courses necessary for graduation shall be reviewed by staff, students, and parents as part of the annual school district support plan development process[3] to determine if changes need to be made to better serve the needs of the district's students. The superintendent, or his/her designee, shall select the composition of the review panel.

Sufficient information relating to Smart Core and the district's graduation requirements shall be communicated to parents and students to ensure their informed understanding of each. This may be accomplished through any or all of the following means:[4]

Inclusion in the student handbook of the Smart Core curriculum and graduation requirements;

Discussion of the Smart Core curriculum and graduation requirements at the school's annual public meeting, PTA meetings, or a meeting held specifically for the purpose of informing the public on this matter;

Discussions held by the school's counselors with students and their parents; and/or

Distribution of a newsletter(s) to parents or guardians of the district's students.

Administrators, or their designees, shall train newly hired employees, required to be licensed as a condition of their employment, regarding this policy. The district's annual professional development shall include the training required by this paragraph.[5]

To the best of its ability, the District shall follow the requirements covering the transfer of course credit and graduation set forth in the Interstate Compact on Educational Opportunity for Military

Children for all students who meet the definition of "eligible child" in Policy 4.2—ENTRANCE REQUIREMENTS including the waiving of specific courses that are required for graduation if similar coursework has been satisfactorily completed.

GRADUATION REQUIREMENTS

The number of units students must earn to be eligible for high school graduation is to be earned from the categories listed below. A minimum of twenty-two (22) units is required for graduation for a student participating in either the Smart Core or Core curriculum. In addition to the twenty-two (22) units required for graduation by the Division of Elementary and Secondary Education (DESE), the district requires an additional one (1) unit to graduate for a total of twenty-three (23) units. The additional required units may be taken from any electives offered by the district.[6] There are some distinctions made between Smart Core units and Graduation units. Not all units earned toward graduation necessarily apply to Smart Core requirements.

All students must receive a passing score on the Arkansas Civics Exam in order to graduate.

Students shall be trained in quality psychomotor skill bases in cardiopulmonary resuscitation and the use of automated external defibrillators in order to graduate.

Graduation Policy

The Beebe School District graduation ceremony shall be open to all students enrolled in the Beebe School District who satisfy the Beebe School District's requirements for graduation, including students who are the children of military personnel who have transferred into the Beebe School District during their senior year. In addition, students of the Arkansas School for Mathematics, Sciences, and the Arts who reside in the Beebe School District shall be eligible to participate in the Beebe School District graduation ceremony but are not eligible to receive a Beebe School District diploma.

Digital Learning Courses

The District shall offer one or more digital learning course(s) through one or more District approved provider(s) as either a primary or supplementary method of instruction. The courses may be in a blended learning, online-based, or other technology-based format.[7] In addition to the other graduation requirements contained in this policy, students are required to take at least one (1) digital learning course for credit while in high school.

Personal and Family Finance

All students shall receive credit in a course covering the Personal and Family Finance Standards in order to graduate.

SMART CORE: Sixteen (16) units

English: four (4) units – 9th, 10th, 11th, and 12th

Oral Communications: one-half (½) unit

Mathematics: four (4) units (all students under Smart Core must take a mathematics course in grade 11 or 12 and complete Algebra II.)

Algebra I or Algebra A & B* which may be taken in grades 7-8 or 8-9;
Geometry or Investigating Geometry or Geometry A & B* which may be taken in grades 8-9 or 9-10;

*A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four-unit requirement for the purpose of meeting the **graduation** requirement, but only serve as one unit each toward fulfilling the **Smart Core** requirement.

Algebra II; and
The fourth unit may be either:
A math unit approved by DESE beyond Algebra II; or
A computer science flex credit may be taken in the place of a fourth math credit.

Natural Science: three (3) units
DESE approved biology – 1 credit
DESE approved physical science – 1 credit; and
A third unit that is either:
An additional science credit approved by DESE; or
A computer science flex credit may be taken in the place of a third science credit.

Social Studies: three (3) units
Civics one-half (½) unit
World History - one unit
American History - one unit
Other social studies—one-half (1/2) unit

Physical Education: one-half (½) unit
Note: While one-half (½) unit is required for graduation, no more than one (1) unit may be applied toward fulfilling the necessary units to graduate.

Health and Safety: one-half (½) unit

Economics – one half (½) unit – dependent upon the licensure of the teacher teaching the course, this can count toward the required three (3) social studies credits or the six (6) required Career Focus elective credits.[8]

Fine Arts: one-half (½) unit

CAREER FOCUS: - Six (6) units
All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.

A student who enlists in a branch of the United States Armed Forces or the National Guard through the military delayed entry program, the National Guard Split Training Option, or other similar early entry program and completes basic training before graduating from high school shall receive two (2) units of the Career Focus graduation requirements.

A student who completes at least seventy-five (75) clock hours of documented community service in grades nine (9) through twelve (12) at any certified service agency or a part of a service-learning school program shall receive one (1) Career Focus credit.[9]

CORE: Sixteen (16) units

English: four (4) units – 9th 10th 11th and 12th

Oral Communications: one-half (½) unit

Mathematics: four (4) units
- Algebra or its equivalent* - 1 unit
- Geometry or its equivalent* - 1 unit
- All math units must build on the base of algebra and geometry knowledge and skills.
- (Comparable concurrent credit college courses may be substituted where applicable)
- A computer science flex credit may be taken in the place of a math credit beyond Algebra I and Geometry

*A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four (4) unit requirement.

Science: three (3) units
- DESE approved biology – 1 credit;
- DESE approved physical science – 1 credit; and
- A third unit that is either:
  - An additional science credit approved by DESE; or
  - Computer science flex credit may be taken in the place of a third science credit.

Social Studies: three (3) units
- Civics one-half (½) unit
- World history, one (1) unit
- American History, one (1) unit
- Other social studies—one-half (1/2) unit

Physical Education: one-half (½) unit
Note: While one-half (½) unit is required for graduation, no more than one (1) unit may be applied toward fulfilling the necessary units to graduate.

Health and Safety: one-half (½) unit

Economics – one half (½) unit – dependent upon the licensure of the teacher teaching the course, this can count toward the required three (3) social studies credits or the six (6) required Career Focus elective credits.[8]

Fine Arts: one-half (½) unit

CAREER FOCUS: - Six (6) units
All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.

A student who enlists in a branch of the United States Armed Forces or the National Guard through the military delayed entry program, the National Guard Split Training Option, or other similar early entry program and completes basic training before graduating from high school shall receive two (2) units of the Career Focus graduation requirements.

A student who completes at least seventy-five (75) clock hours of documented community service in grades nine (9) through twelve (12) at any certified service agency or a part of a service-learning school program shall receive one (1) Career Focus credit.[9]

Notes: [1] New Smart Core Information Sheet and the Smart Core Waiver Forms are available on the ADE website at arkansased.gov/divisions/learning-services/curriculum-support/Arkansas-graduation-requirements under the "Related Links" heading.

[2] The DESE Guidelines stipulate completion by the end of the senior year. We believe this is not in agreement with A.C.A. § 6-18-202(b)(1), which requires public schools to be open through the completion of the secondary program to students between the ages of five (5) and twenty-one (21). Therefore, we suggest that students be allowed to switch from Core to Smart Core if they could successfully complete its requirements by the time they attained their twenty first (21st) birthday. Acceptance of a diploma negates a student's right to switch programs.

[3] We recommend including the review of this policy in the school district support plan process so that the resources intended to be provided from the district level are in alignment with your graduation requirements (including any changes to the state level graduation requirements).

[4] Schools are required to retain documentation procedures and methods used.

[5] The Guidelines require the policy to include the training "procedure." If you prefer a different procedure than inclusion in your district's annual professional development process, change this sentence accordingly.

[6] This sentence is necessary if your district requires more than twenty-two (22) units to graduate; without the sentence and you substitute a number greater than twenty-two (22) , it appears that the DESE requires more than twenty-two (22) units to graduate. If you have specific requirements for the additional units, change the sentence's wording to reflect those requirements.

[7] For a detailed explanation/discussion of district options for digital learning courses see policy 5.11—DIGITAL LEARNING COURSES.

[8] The Rules specify the option is dependent upon the licensure of the teacher. Specifically, if the course is taught by a licensed social studies teacher, both options exist. If the course is taught by a licensed business education teacher, the credit must be applied toward the career focus requirement.

[9] In order for students to receive the community service learning (CLS) credit, the district must have completed and submitted a CLS plan to DESE. In addition, a partner site application must be approved by both the district's board of directors and by the State Board if an organization the District has partnered with, rather than a District employee, is responsible for certifying a student's hours of service. Districts who do not intend to submit a CLS plan should not include this language.

Cross References:
4.55—STUDENT PROMOTION AND RETENTION
5.2----PLANNING FOR EDUCATIONAL IMPROVEMENT
5.11—DIGITAL LEARNING COURSES
5.12—COMPUTER SCIENCE INTERNSHIPS AND INDEPENDENT STUDIES
5.16—COMPUTER SCIENCE COURSE PREREQUISITES AND PROGRESSION

Legal References:
Standards for Accreditation 1-C.2, 1C.2.1, 1-C.2.2, 1-C.2.3
DESE Guidelines for the Development of Smart Core Curriculum Policy
DESE Rules Governing Distance and Digital Learning
Smart Core Information Sheet
Smart Core Waiver Form
Commissioner's Memo LS-18-082
A.C.A. § 6-4-302
A.C.A. § 6-16-122
A.C.A. § 6-16-143
A.C.A. § 6-16-149
A.C.A. § 6-16-150
A.C.A. § 6-16-1406
A.C.A. § 6-18-107

Date Adopted: 7-14-2014

Last Revised: 7-13-2015, 7-11-2016, 6-19-2017, 6-26-2018, 11-19-2018, 2-18-2019, 6-17-2019

4.46—PLEDGE OF ALLEGIANCE

The Pledge of Allegiance shall be recited during the first class period of each school day. Those students choosing to participate shall do so by facing the flag with their right hands over their hearts, or in an appropriate salute if in uniform, while reciting the Pledge. Students choosing not to participate shall be quiet while either standing or sitting at their desks.

Students shall not be compelled to recite the Pledge, but students who choose not to recite the Pledge shall not disrupt those students choosing to recite the Pledge.

Students choosing not to recite the Pledge shall not be subject to any comments, retaliation, or disciplinary action.

Legal Reference: A.C.A. § 6-16-108

Date Adopted: 08-14-06

Last Revised:

4.47— POSSESSION AND USE OF CELL PHONES AND OTHER ELECTRONIC DEVICES

Students are responsible for conducting themselves in a manner that respects the rights of others. Possession and use of any electronic device, whether district or student owned, that interferes with a positive, orderly classroom environment does not respect the rights of others and is expressly forbidden.

To protect the security of statewide assessments, no electronic, device as defined in this policy shall be accessible by a student at any time during assessment administration unless specifically permitted by a student's individualized education program (IEP) or individual health plan;.[1] this means that when a student is taking an AESAA assessment, the student shall not have his/her electronic device in his/her possession. Any student violating this provision shall be subject to this policy's disciplinary provisions.

As used in this policy, "electronic devices" means anything that can be used to transmit or capture images, sound, or data.

Misuse of electronic devices includes, but is not limited to:

Using electronic devices during class time in any manner other than specifically permitted by the classroom instructor;

Permitting any audible sound to come from the device when not being used for reason #1 above;

Engaging in academic dishonesty, including cheating, intentionally plagiarizing, wrongfully giving or receiving help during an academic examination, or wrongfully obtaining test copies or scores;

Using the device to record audio or video or to take photographs in areas where a general expectation of personal privacy exists, including but not limited to locker rooms or bathrooms;

Creating, sending, sharing, viewing, receiving, or possessing an indecent visual depiction of oneself or another person.

Use of an electronic device is permitted to the extent it is approved in a student's IEP or it is needed in an emergency that threatens the safety of students, staff, or other individuals.

Before and after normal school hours, possession of electronic devices is permitted on the school campus. The use of such devices at school sponsored functions outside the regular school day is permitted to the extent and within the limitations allowed by the event or activity the student is attending.

A parent shall obtain approval from the student's building principal before operating a student-tracking safety device at school or a school-sponsored event if the device has recording or listen-in capability. The District requires the device's recording and listen-in technology to be disabled while the device is on the campus or at the school-sponsored event because of student privacy concerns. The District prohibits unauthorized audio or visual recordings or transmission of audio or images of other students. The student's parent shall agree in writing to the requirement for the device's recording and listening-in

technology to be disabled and the District may prohibit future use of the device on campus or at a school-sponsored activity if it is determined the device's recording or listening-in capabilities were used in violation of this policy before the student safety tracking device may be on campus or at a school-sponsored event.

The student and/or the student's parents or guardians expressly assume any risk associated with students owning or possessing electronic devices. Students misusing electronic devices shall have them confiscated. Confiscated devices may be picked up at the school's administration office by the student's parents or guardians.[2] Students have no right of privacy as to the content contained on any electronic devices that have been confiscated.[3] A search of a confiscated device shall meet the reasonable individualized suspicion requirements of Policy 4.32— SEARCH, SEIZURE, AND INTERROGATIONS.

Students who use a school issued cell phones and/or computers for non-school purposes, except as permitted by the district's Internet/computer use policy, shall be subject to discipline, up to and including suspension or expulsion. Students 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 expulsion.[4]

No student shall use any wireless communication 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 that is in motion and on school property. Violation may result in disciplinary action up to and including suspension.[5]

Notes: As districts move toward one-to-one computing and other options for integrating technology into classroom instruction and student learning, ASBA advises that in changing this policy (or any other locally generated policy), districts be mindful of the potential concerns relating to equitable access to the technology. When classroom instruction involves technology devices, it is important to make sure all students have reasonably the same access and are not hampered by their socio-economic status. Permitting or requiring students who own laptops, iPads or any other such device to use them as part of the instructional/learning environment without providing similar devices to those who don't own or have access to such devices is unfair to those students.

1 The DESE Testing Administration Manual requires this language. Our interpretation is that on testing days students will not be allowed to have their cell phones in their possession during any test they take.

12 ASBA suggests adding another sentence that specifies the increasing severity of the penalty for repeat offenders. Given the severity of a breach of assessment security, you might consider separate penalties for such action. If you choose to do so, don't forget to amend the last sentence of the second paragraph.

3To perform a search of an electronic device, an administrator would have to possess individualized suspicion that an examination of the device would reveal evidence of student misconduct, **and** the search itself would have to be tailored to the suspicion. For instance, if there

were an allegation that harassing text messages had been sent from Student A to Student B during lunch, individualized suspicion would exist as to the text message history contained on Student A's phone. However, viewing pictures or files unrelated to the suspected misconduct would be inappropriate and a violation of the student's rights under the 4th Amendment of the US Constitution. Merely confiscating a cell phone because the student received a call on it, does not give individualized suspicion to justify a search.

[4] This sentence is included because insurance companies have ruled that injuries occurring while driving and talking on school issued cell phones are subject to workers comp awards.

[5] A.C.A. § 27-51-1603 makes it illegal for anyone under the age of eighteen (18) to use a wireless communication device for any purpose while operating a motor vehicle. Additionally, A.C.A. § 27-51-1609 prohibits the use of a "wireless handheld telephone" while in a school zone for any purpose when that use is not hands free. While the policy language exceeds the statutory prohibitions, we believe the language is important for the protection of students, employees, and the public.

Legal References: A.C.A. § 6-15-2907
A.C.A. § 6-18-515
A.C.A. § 27-51-1602
A.C.A. § 27-51-1603
A.C.A. § 27-51-1609
DESE Test Administration Manual

Date Adopted: 8-14-2006

Last Revised: 7-13-2009, 7-18-2011, 6-11-2012, 4-8-2013, 7-13-2015, 7-11-2016, 6-19-2017, 6-26-2018, 2-18-2019, 6-4-2019

4.48—VIDEO SURVEILLANCE AND OTHER STUDENT 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 technology, 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 campus buildings and in district vehicles to notify students, staff, and visitors that video cameras may be in use. Parents and students shall also be notified through the student handbook that cameras may be in use in school buildings, on school grounds and in school vehicles. Students will be held responsible for any violations of school discipline rules caught by the cameras and other technologies authorized in this policy.

The district shall retain copies of video recordings until they are erased[1] which may be accomplished by either deletion or copying over with a new recording. Other than video recordings being retained under the provisions of this policy's following paragraph, the district's video recordings may be erased any time greater than one (1) day after they were created.

Videos, automatic identification, or data compilations containing evidence of a violation of student conduct rules 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 student handbook;[2] any release or viewing of such records shall be in accordance with current law.

Students who vandalize, damage, 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.

Notes: This policy is similar to policies 3.41 and 8.29. If you change this policy, review 3.41 and 8.29 at the same time to ensure applicable consistency between the policies.

While 34 CFR 99.3 exempts records of law enforcement units (which for the purposes of this policy would include School Resource Officers (SROs), 34 CFR 99.8(b) effectively negates that exemption in relation to this policy with the following language.

Records of a law enforcement unit does not mean--

Records created by a law enforcement unit for a law enforcement purpose that are maintained by a component of the educational agency or institution other than the law enforcement unit; or

Records created and maintained by a law enforcement unit exclusively for a non-law enforcement purpose, such as a disciplinary action or proceeding conducted by the educational agency or institution.

The law goes on to say that education records retain their status as such even when in the possession of a law enforcement unit and thus remain subject to the restrictions on the release of education records contained in the Family Educational Rights and Privacy Act (FERPA). In short, you cannot deny access to the video recordings that may be used for student or staff disciplinary purposes by "hiding" them in your school's law enforcement unit.

1 You may recycle your videos on whatever schedule works for your district (insert the length of time you choose to retain the videos in the paragraphs following sentence), but you may not destroy any recordings as long as there is an outstanding request to inspect and review the (34 CFR 99.10). The right to inspect is triggered only for those parents whose students are the cause for the retention of ther video recordings. Parents of students "inadvertently" caught in the video do not have the right to inspect them. **Please note, however,** that if a student was not "involved" in the altercation prompting the disciplinary action, but happened to get pushed by one of the students in the fight, the pushed student's parents have the right to review the video. You must permit viewing of education records within a "reasonable" period of time, but in no case may it be longer than 45 days. (34 CFR 99.10)

2 The issues involved in parental rights to viewing videos are complicated, but the Family Policy Compliance Office (FPCO) of (FERPA), has recently simplified the matter. A video of, for example, a fight between two (or even several) students in which other students happen to have been incidentally included in the background of the video generates the following viewing conditions.

Either or both of the students' parents may view the video **without** first having to receive permission from the other student's parent(s). None of the parents of the "incidental" students have to give their permission for the viewing of the video by the "involved" students' parents.

If a student's parent lives beyond a reasonable distance to physically come to view the video, the your district may mail the video to a "receiving" school near to the parent, where the parent may view the video and then the receiving school will mail the video back to your district. The personnel at the receiving school should not view the video, but merely arrange for the parent to view it by himself/herself.

The district is **not** obligated to give a copy of the video to the parent or their lawyer. If, however, you choose to give the parent a video, you are obligated to go through all of the hoops that used to be the case for simple viewing of the video. Specifically, faces of the "involved" students other than that of the parent's student must be redacted or else you will have to receive written permission from the parents of the other involved students. Remember that the rights of the parents transfer to the students once the student turns 18. Once the video has been viewed by the parties requesting to view it, the law does not require you to keep the video. Common sense would suggest, however, retaining the video at least until the disciplinary process is completed.

Legal References: 20 USC 1232(g)
20U.S.C. 7115
34 CFR 99.3, 4, 5, 7, 8, 10, 12, 31

Date Adopted: 7-23-2007

Last Revised: 7-13-2009, 7-18-2011, 5-12-2014, reviewed and voted to keep5-14-2018

4.49—SPECIAL EDUCATION

The district shall provide a free appropriate public education and necessary related services to all children with disabilities residing within the district, as required under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and Arkansas Statutes.

It is the intent of the district to ensure that students who are disabled within the definition of Section 504 of the Rehabilitation Act of 1973 are identified, evaluated and provided with appropriate educational services. Students may be disabled within the meaning of Section 504 of the Rehabilitation Act even though they do not require services pursuant to the IDEA.

For students eligible for services under IDEA, the District shall follow procedures for identification, evaluation, placement, and delivery of services to children with disabilities provided in the state and federal statutes governing special education. Implementation of an Individualized Education Program (IEP) in accordance with the IDEA satisfies the district's obligation to provide a free and appropriate education under Section 504.

The Board directs the superintendent to ensure procedures are in place for the implementation of special education services and that programs are developed to conform to the requirements of state and federal legislation. The superintendent is responsible for appointing a district coordinator for overseeing district fulfillment of its responsibilities regarding students with disabilities.[1] Among the coordinator's responsibilities shall be ensuring district enforcement of the due process rights of students with disabilities and their parents.

Note: [1] The Office of Civil Rights prefers that the name of the coordinator, or at least a contact person or phone number to call to get the name of the coordinator, is made readily available to the public. 34CFR104.32 stipulates that as part of "child find" responsibilities, districts take appropriate steps to notify individuals with disabilities and their parents or guardians of the district's child find duty.

Legal References: 34 C.F.R. 300 et seq.
42 U.S.C. §12101 et seq. Americans with Disabilities Act
29 U.S.C. § 794 Rehabilitation Act of 1973, Section 504,
20 U.S.C. §1400 et seq. Individuals with Disabilities Education Act,
P.L. 108-446 The 2004 Reauthorization of the Individuals with Disabilities Act
A.C.A. § 6-41-102
A.C.A. § 6-41-103
A.C.A. § 6-41-201 et seq.

Date Adopted: 6-19-2017

Last Revised:

4.50—SCHOOL MEAL MODIFICATIONS

The district only provides modified meal components on menus to accommodate students with a disability. A parent/guardian wishing to request dietary accommodations for their student with a disability must submit to the district's Director of Child Nutrition[1], Jackie Perry, a medical statement completed by a State licensed healthcare professional, which includes.[2]

Physicians, including those licensed by:
- The Arkansas State Medical Board;
- The Arkansas State Board of Chiropractic Examiners (Chiropractors);
- The Arkansas Board of Podiatric Medicine (Podiatrists);

Nurse Practitioners (APRNs in family or pediatric practice with prescriptive authority);
Physician Assistants (PAs who work in collaborative practice with a physician); and
Dentists.

The medical statement should include:

A description of the student's disability that is sufficient to understand how the disability restricts the student's diet;

An explanation of what must be done to accommodate the disability, which may include:

Food(s) to avoid or restrict;
Food(s) to substitute;
Caloric modifications; or
The substitution of a liquid nutritive formula.

If the information provided in the medical statement is unclear, or lacks sufficient detail, the district's Director of Child Nutrition,[1] or a cafeteria manager, shall request additional information so that a proper and safe meal can be provided.

When choosing an appropriate approach to accommodate a student's disability, the District will consider the expense and efficiency of the requested accommodations. The District will offer a reasonable modification that effectively accommodates the child's disability and provides equal opportunity to participate in or benefit from the program, which may include a generic version of a product.

Parents may file a grievance regarding the request for accommodations with the District's 504 Coordinator[3], who will schedule a hearing on the grievance to be held as soon as possible. The 504 coordinator shall provide a copy of the procedures governing the hearing, including that the parent has the right to be accompanied by counsel, and the appeal process upon request.

The district will not prepare meals outside the normal menu to accommodate a family's religious or personal health beliefs.

Notes: [1] Insert the title of the person handling this responsibility for your district.

[2] A Registered Dietitian Nutritionist may make recommendations for alternate foods for children whose disability restricts their diet, but the medical statement must be signed by one of the professionals listed in this policy.

[3] You are not required to have parents file grievances directly to the 504 coordinator, but we believe the 504 coordinator would be the most knowledgeable about the process and in the best position to handle any grievances.

Legal References: Commissioner's Memo FIN-09-044
Commissioner's Memo FIN-15-122
Commissioner's Memo CNU-17-051
Commissioner's Memo CNU-18-008
Commissioner's Memo CNU-18-023
Commissioner's Memo CNU-18-025
7 CFR 210.10(g)

Date Adopted: 7-13-2009

Last Revised: 7-11-2016, 6-19-2017, 2-15-2018

4.51--STUDENT MEAL CHARGES

POLICY: The district does not provide credit for students to charge for meals, a la carte, or other food and beverage items available for purchase in the school food service areas. Meals, a la carte, or other food and beverage items may be purchases by either providing payment for the items at the time of receipt or by having a prepaid account with the district that may be charged for the items. Parents, or students choosing to do so, may pay in advance for meals, a la carte, or other food and beverages through any of the following methods:

Submitting cash or check payment in the cafeteria, school office or classroom.
Depositing funds through the district's online service at www.EZSchoolPay.com

PROCEDURES:

All Schools:

In accordance with Arkansas law, the district allows students whose accounts do not have enough funds to purchase a meal to receive an unpaid reimbursable meal at no charge.

At the beginning of each school year, each student will be provided a printed copy of the district's meal policy as well as printed information regarding the procedures and various options for meal payment at their particular school site, one of which is an online option. All students will also be provided with an application for free and reduced price meals. These documents may be included as part of the student handbook and in a separate information packet.

Once per week, automated phone calls will be made to the parent/guardian of each student who owes lunch charges in any amount.

Once per week balance reminders will be sent via email to parents with a valid email address on file.

All unpaid meal charges at the end of each school year will be paid by each building's activity account. Records of all student account balances will be printed and filed in the office of the Child Nutrition Director at the end of each fiscal year.

Refunds of positive account balances may be processed at the end of each school year, when/if a student is approved for free meals or upon student withdrawal from the district. A request for refund form signed by the parent/guardian must be submitted to the Child Nutrition Department for any refunds. Unclaimed funds for students leaving the district must be requested within 30 calendar days after the end of the school year during which the student left. Unclaimed funds will then become the property of the Beebe Public Schools Child Nutrition Program.

Meal charge collection will be included in the office checklist for any student who transfers out of the district or graduates, and request for payment of outstanding meal charges will be made at the time of withdrawal.

Meal charges that remain unpaid for students who have left the district will be considered "bad debt," and this cost will be reimbursed from funds received from each building's activity account.

Grades Pre K – 8:

Once per week, on a day chosen by the individual school's Child Nutrition Manager in conjunction with office personnel, meal charge notices will be printed and sent home with all students who owe any amount. A list of charges will be provided to each building principal prior to parent/teacher conferences. Charge slips will also be made available to parents at this time.

Charging of individual / a la carte items such as bottled beverages and other "extra" items will not be permitted unless a written or emailed note from the parent is on file and there is a consistent history of prepayment.

Grades 9-12

Once per month, on a day chosen by the individual school's Child Nutrition Manager in conjunction with office personnel, meal charge notices will be printed and sent home with all students who owe any amount. A list of charges will be provided to each building principal prior to parent/teacher conferences. Charge slips will also be made available to parents at this time.

Charging of individual / a la carte items such as bottled beverages, snacks and other "extra" items will not be permitted in any situation.

Date Adopted: 7-13-2009

Date Revised: 7-10-2017, 6-17-2019

4.52—STUDENTS WHO ARE FOSTER CHILDREN

The District will afford the same services and educational opportunities to foster children that are afforded other children and youth. The District shall work with the Department of Human Services ("DHS"), the Division of Elementary and Secondary Education (DESE), and individuals involved with each foster child to ensure that the foster child is able to maintain his/her continuity of educational services to the fullest extent that is practical and reasonable.

The Superintendent or his/her designee shall appoint an appropriate staff person to be the local educational liaison for foster children and youth whose responsibilities shall include ensuring the timely school enrollment of each foster child and assisting foster children who transfer between schools by expediting the transfer of relevant educational records.[1]

The District, working with other individuals and agencies shall, unless the presiding court rules otherwise, or DHS grants a request to transfer under Foster Child School Choice, ensure that the foster child remains in his/her current school, even if a change in the foster child's placement results in a residency that is outside the district. In such a situation, the District will work with DHS to arrange for transportation to and from school for the foster child to the extent it is reasonable and practical.[2]

Upon notification to the District's foster care liaison by a foster child's caseworker that a foster child's school enrollment is being changed to one of the District's schools, the school receiving the child must immediately enroll him/her. Immediate enrollment is required even if a child lacks the required clothing, academic or medical records, or proof of residency.[3]

A foster child's grades shall not be lowered due to absence from school that is caused by a change in the child's school enrollment, the child's attendance at dependency-neglect court proceedings, or other court-ordered counseling or treatment.

Any course work completed by the foster child prior to a school enrollment change shall be accepted as academic credit so long as the child has satisfactorily completed the appropriate academic placement assessment.[4]

If a foster child was enrolled in a District school immediately prior to completing his/her graduation requirements while detained in a juvenile detention facility or while committed to the Division of Youth Services of DHS, the District shall issue the child a diploma.

Foster Child School Choice

If DHS approves a request from a foster parent, or the foster child if the foster child is eighteen years of age, to transfer to another school in the District or into the district as being in the best interest of the foster child, the District shall allow the foster child to transfer to another school in the District or into the District if the foster parent, or the foster child if the foster child is eighteen (18) years of age, submits a request to transfer on a form approved by ADE that is postmarked by no later than May 1 of the year the student seeks to begin the fall semester at another school in the District or in the District.

By July 1 of the school year in which the student seeks to transfer under this section, the superintendent shall notify the foster parent, or the foster child if the foster child is eighteen (18) years of age, in writing whether the application has been accepted or rejected. If the application is accepted, the superintendent shall state in the notification letter a reasonable deadline for the foster child to enroll in the new school or the District and that failure to enroll by the date shall void the school choice acceptance. If the application is rejected, the superintendent shall state in the notification letter the reason for the rejection and that the foster parent, or the foster child if the foster child is eighteen (18) years of age, may submit a written appeal of the rejection to the State board within ten (10) days of receiving the notification letter.

The District shall only reject a Foster Child School Choice application if:[5]

The public school or District has reached the maximum student-to-teacher ratio allowed under federal law, state law, rules for standards of accreditation, or other applicable rule or regulation; or

Approving the transfer would conflict with a provision of an enforceable desegregation court order or a public school district's court-approved desegregation plan regarding the effects of past racial segregation in student assignment.

A foster child whose application is rejected by the District may submit a written request within ten (10) days following the receipt of the rejection letter from the superintendent to the State Board of Education for the State Board to reconsider the transfer.

A Foster Child School Choice transfer shall remain in effect until the foster child:

Graduates from high school; or

Transfers to another school or school district under:
- The Foster Child School Choice Act;
- Opportunity Public School Choice Act of 2004;
- The Public School Choice Act of 2015; or
- Any other law that allows a transfer.

The District shall accept credits toward graduation that were awarded by another public school district.

When a foster child transfers from the foster child's school of origin to another school in the District or into the District, the foster child or the foster parent is responsible for the foster child's transportation to and from the school the foster child transferred to. The District and the foster parent, or the foster child if the foster child is eighteen (18) years of age, may enter into a written agreement for the District to provide the transportation to and from the school the foster child transferred to.

Notes: [1]The name and contact information of the liaison must be sent to the Special Education Section of the DESE at the beginning of each school year. A.C.A. § 9-28-113(c)(d) contains additional requirements/duties of the liaison.

[2] While 9-28-113(b)(4) encourages districts to "arrange for transportation," there is no explanation of costs or methods.

[3] A.C.A. § 9-28-113 does not address a district's right to refuse enrollment following a hearing before the Board for a student that has been expelled from another school, but we believe that right is retained even in this circumstance.

[4] This language is from A.C.A. § 9-28-113(g). You may add a sentence defining how you interpret its meaning or you may make it a procedural issue which would leave you more latitude for case-by-case implementation.

[5] If the district is not under an enforceable desegregation court order or a court-approved desegregation plan, remove it as an option for denial of a Foster Child School Choice application.

If a foster child application is denied due to the district's enforceable desegregation court order or court-approved desegregation plan, the law requires that the district immediately submit proof from a federal court to DESE that the public school district has a genuine conflict under an active desegregation order or active court-approved desegregation plan with the provisions of A.C.A. § 6-18-233.

Cross References: Policies 4.1—RESIDENCE REQUIREMENTS,
4.2—ENTRANCE REQUIREMENTS,
4.5---SCHOOL CHOICE
4.7—ABSENCES

Legal Reference: A.C.A. § 6-18-233
A.C.A. § 9-28-113

Date Adopted: 7-18-2011

Last Revised: 7-13-2015, 6-19-2017, 6-17-2019

4.53— PLACEMENT OF MULTIPLE BIRTH SIBLINGS

The parent, guardian or other person having charge or custody of multiple birth siblings in grades pre-K through 6 may request that the multiple birth siblings are placed in either the same or separate classrooms. The request shall be in writing not later than the 14th calendar day prior to the first day of classes at the beginning of the academic year. The school shall honor the request unless it would require the school to add an additional class to the sibling's grade level. If one parent of multiple birth siblings requests a placement that differs from that of the other parent of the same multiple birth siblings, the school shall determine the appropriate placement of the siblings.

The school may change the classroom placement of one or more of the multiple birth siblings if:

There have been a minimum of 30 instructional days since the start of the school year; and

- After consulting with each classroom teacher in which the siblings were placed, the school determines the parent's classroom placement request is:
  - Detrimental to the educational achievement of one or more of the siblings;
  - Disruptive to the siblings' assigned classroom learning environment; or
  - Disruptive to the school's educational or disciplinary environment.

If a parent believes the school has not followed the requirements of this policy, the parent may appeal the multiple birth siblings' classroom placement to the Superintendent. The Superintendent's decision regarding the appeal shall be final.

Legal Reference: A.C.A. § 6-18-106

Date Adopted: 7-18-2011

Last Revised:

4.54 - STUDENT ACCELERATION

The Board believes that acceleration is an effective and research-based intervention for the academic growth of students who are ready for an advanced or faster-paced curriculum. It can allow a student to move through the traditional educational setting more rapidly, based on assessed readiness, capability and motivation. At the same time, the Board understands that acceleration is not a replacement for gifted education services or programs.

Generally, acceleration can occur through one of two broad categories: content based and grade based. Grade based acceleration shortens the number of years a student would otherwise spend in K-12 education, while content based acceleration occurs within the normal K-12 time span. Either form of acceleration can be triggered by either a parent/guardian, student, or community member's request or by the referral of school personnel. In either case, the process of determining the appropriateness of the request shall be under the direction of the district/school1 Gifted and Talented Program Coordinator who shall convene the individuals necessary to make an informed decision which shall include the student's parents or guardians.

While the needs of the student should dictate when acceleration decisions are considered, the Board believes the optimal time for referrals is in the spring which gives adequate time for working through the determination process and for preparing those concerned for a smooth transition to the acceleration beginning in the following school-year.

The District's Gifted and Talented Program Coordinator1 will create a written format to govern the referral and determination process which shall be made available to any parent or staff member upon request.

The parents/guardians of any student whose request for acceleration has been denied may appeal the decision, in writing. to the District's GT Coordinator1. The Districts GT Coordinator1 and the Acceleration Placement Committee will again thoroughly review the case study that was completed on the student. Upon completion of the review, the Committee will either request additional new testing be conducted to help the Committee make its determination or it will uphold the initial decision. The Committee's decision may not be further appealed.

Note: 1 Choose the appropriate designation/option. In a large district with more than one GT Coordinator responsible for the determination process, insert "school." In districts with only one GT Coordinator insert "district." It is conceivable that in districts with more than one GT Coordinator, the choice of inserting district and school will not always be the same.

Legal Reference: DESE Gifted and Talented Rules

Date adopted: 5-13-2013

Last Revised: 6-4-2019

4.55—STUDENT PROMOTION AND RETENTION

A disservice is done to students through social promotion and is prohibited by state law. The District shall, at a minimum, evaluate each student annually in an effort to help each student who is not performing at grade level. Parents, legal guardians, persons having lawful control of the student, or persons acting in loco parentis shall be kept informed concerning the progress of their student(s). Notice of a student's possible retention or required retaking of a course shall be included with the student's grades sent home to each parent/guardian or the student if 18 or older. Parent-teacher conferences are encouraged and may be held as necessary in an effort to improve a student's academic success.

At least once each semester, the parents, legal guardians, persons having lawful control of the student, or persons acting in loco parentis and teacher(s) of a student in kindergarten through eighth (8th) grade shall be notified in writing of the student's independent grade-level-equivalency in reading.

Any grades, course credits, and/or promotions received by a student while enrolled in the Division of Youth Services system of education shall be considered transferable in the same manner as those grades, course credits, and promotions from other accredited Arkansas public educational entities.

Promotion or retention of students, or their required retaking of a course shall be primarily based on the following criteria.[1] If there is doubt concerning the promotion or retention of a student or his/her required retaking of a course, a conference shall be held before a final decision is made that includes the following individuals:

- The building principal or designee;
- The student's teacher(s);
- School counselor;
- A 504/special education representative (if applicable); and
- The student's parents, legal guardians, persons having lawful control of the student, or persons standing in loco parentis.

The conference shall be held at a time and place that best accommodates those participating in the conference. The school shall document participation or non-participation in required conferences. If the conference attendees fail to agree concerning the student's placement or receipt of course credit, the final decision shall rest with the principal or the principal's designee.

Each student[2] shall have a student success plan (SSP) developed by school personnel in collaboration with the student's parents and the student that is reviewed and updated annually. A student's SSP shall use multiple academic measures to personalize learning in order for students to achieve their grade-level expectations and individual growth. The SSP will identify if the student is in need of additional support or acceleration. Academic measures to be used in creating and updating a student's SSP shall include, but are not limited to:

- Statewide student assessment results;
- Subject grades;
- Student work samples; and
- Local assessment scores.

By the end of grade eight (8), the student's SSP shall:[3]

- Guide the student along pathways to graduation;

Address accelerated learning opportunities;
Address academic deficits and interventions; and
- Include college and career planning components.

Based on a student's score on the college and career assessment:
The student's SSP will be updated in order to assist the student with college and career readiness skills, course selection in high school, and improved academic achievement; and
Provide a basis for counseling concerning postsecondary preparatory programs.

An SSP shall be created:
By no later than the end of the school year for a student in grade eight (8) or below[2] who enrolls in the District during the school year; or
As soon as reasonably possible for a student in grade nine (9) or above who enrolls in the District at the beginning or during the school year.

A student's individualized education program (IEP) may act in the place of the student's SSP if the IEP addresses academic deficits and interventions for the student's failure to meet standards-based academic goals at an expected rate or level and includes a transition plan that addresses college and career planning components. Promotion/retention or graduation of students with an IEP shall be based on their successful attainment of the goals set forth in their IEP or completion of the Alternate Pathway to Graduation when applicable.

Students who either refuse to sit for a Statewide assessment or attempt to boycott a Statewide assessment by failing to put forth a good faith effort on the assessment as determined by the assessment administrator/proctor, or whose parents do not send their student to school on the dates the assessments are originally administered or scheduled as make-up days shall not be permitted to participate in any non-curriculum related extracurricular activity, including school dances, prom, homecoming, senior events, and may be prevented from walking or participating in graduation exercises. The student shall remain ineligible to participate until the student takes the same or a following Statewide assessment, as applicable. The Superintendent or designee may waive this paragraph's provisions when the student's failure was due to exceptional or extraordinary circumstances.[4] Students falling under the provisions of this paragraph shall be permitted to attend curriculum related field trips occurring during the school day. [5]

Notes: [1] Insert the criteria your district uses for promotion/retention.

[2] The Division of Elementary and Secondary Education (DESE Rules Governing the Arkansas Educational Support and Accountability Act only requires that an SSP be created for students in eighth (8th) grade and beyond and ADE will only cite a district if a student does not have an SSP by the end of eighth (8th) grade and beyond. We have opted to have the default language in the policy be for an SSP to be created for every student, with additional information reviewed and added starting in eighth (8th) grade, for a couple of reasons:
First, we believe requiring an SSP for all grades allows for improved communication between parents, teachers, and students. The creation and existence of an SSP at all levels allows for the use of common terminology (such as a parent who has more than one student simultaneously enrolled at a district would not have to know to ask to review and discuss the SSP for the student

in eighth (8th) grade or above and also have to know to ask for the Response to Intervention plan for the student who is below the eighth (8th) grade.) In addition, requiring teachers, parents, and the student (when appropriate) to meet to create an SSP at all grades will help to foster channels of communications between parents and teachers, increase parental engagement, and help prepare parents for the more formal planning process when the student is in eighth (8th) grade and beyond. Second, the creation, evaluation, and updating of the SSP at the lower levels should help to establish a student focused learning system by helping to insure each student is receiving the educational support(s) necessary for his/her individual educational development, whether the supports are through a Response to Intervention system, the Gifted and Talented program, or anywhere in between.

[3] Subsections 6.05.1 through 6.05.4 of the Arkansas Educational Support and Accountability Act rules include additional recommendations for consideration when creating and updating a student's SSP on each of the items in this list.

[4] This paragraph is optional. The paragraph originated with the movement for students to opt out of state assessments. A.C.A. § 6-15-2907(e) requires all students participate in the statewide assessments and this paragraph is intended to add local incentive for students to participate. While the entire paragraph is optional, the last sentence is important as it would keep the policy from having "zero tolerance" (which we do not support) and give you latitude to accommodate instances beyond the student's control such as a car accident, serious illness, or other acts of God. If you choose to include the sentence, you may change "Superintendent" to "Principal" if that would work better for your district. Keep in mind that the decision on who is responsible for deciding whether or not to grant an exception for extraordinary circumstances is a different and separate issue than deciding whether or not to promote or retain a student, which is left in the hands of the school principal earlier in the policy. Be sure to align your decision for this footnote with the decision you made concerning footnote [5].

[5] This paragraph is optional. Participation in graduation or extracurricular activities is not a right, and districts may legally place conditions on a public school student's eligibility for participation (such as testing compliance), but districts cannot deny a diploma to an otherwise qualified student or deny a student the ability to attend school. If you choose to include the paragraph, the third to the last sentence may be amended to apply to a timeline of your choice. Be sure to align the staff position responsible for deciding whether or not to grant an exception with the decision you made for footnote [4].

Cross References: 3.30—PARENT-TEACHER COMMUNICATION
4.56—EXTRACURRICULAR ACTIVITIES - SECONDARY SCHOOLS
4.56.1—EXTRACURRICULAR ACTIVITIES - ELEMENTARY

Legal References: A.C.A. § 6-15-2001
A.C.A. § 6-15-2005
A.C.A. § 6-15-2006
A.C.A. § 6-15-2907
A.C.A. § 6-15-2911
A.C.A. § 9-28-205

DESE Rules Governing the Arkansas Educational Support and Accountability Act
Murphy v. State of Ark., 852 F.2d 1039 (8th Cir. 1988)

Date Adopted: 7-14-2014

Last Revised: 7-13-2015, 6-19-2017, 6-28-2018, 2-18-2019 --

4.56—EXTRACURRICULAR ACTIVITIES – SECONDARY SCHOOLS

Definitions:

"Academic Courses" are those courses for which class time is scheduled, which can be credited to meet the minimum requirements for graduation, which is taught by a teacher required to have State licensure in the course or is otherwise qualified under Arkansas statute, and has a course content guide which has been approved by the Division of Elementary and Secretary Education (DESE). Any of the courses for which concurrent high school credit is earned may be from an institution of higher education recognized by ADE. If a student passes an academic course offered on a block schedule, the course can be counted twice toward meeting the requirement for students to pass four (4) academic courses per semester as required by this policy.

"Extracurricular activities" are defined as: any school sponsored program where students from one or more schools meet, work, perform, practice under supervision outside of regular class time, or are competing for the purpose of receiving an award, rating, recognition, or criticism, or qualification for additional competition. Examples include, but are not limited to, inter/intrascholastic athletics, cheerleading, band, choral, math, or science competitions, field trips, and club activities.

"Field Trips" are when individual students or groups of students are invited to programs or events when there is no competition and the students are not interacting with each other for the purpose of planning, qualifying, or arranging for future programs or for the purpose of receiving recognition.

"Interscholastic Activities" means athletic or non-athletic/academic activities where students compete on a school vs. school basis.[1]

"Intrascholastic Activities" means athletic or non-athletic/academic activities where students compete with students from within the same school.[1]

"Supplemental Improvement Program (SIP)" is an additional instructional opportunity for identified students outside of their regular classroom and meets the criteria outlined in the current Arkansas Activities Association (AAA) Handbook.

Extracurricular Eligibility

The Board believes in providing opportunities for students to participate in extracurricular activities that can help enrich the student's educational experience. At the same time, the Board believes that a student's participation in extracurricular activities cannot come at the expense of his/her classroom academic achievement. Interruptions of instructional time in the classroom are to be minimal and absences from class to participate in extracurricular activities shall not exceed one per week per extracurricular activity (tournaments excepted)[2]. Additionally, a student's participation in, and the District's operation of, extracurricular activities shall be subject to the

following policy. All students are eligible for extracurricular activities unless specifically denied eligibility on the basis of criteria outlined in this policy.

Any student who refuses to sit for a Statewide assessment or attempts to boycott a Statewide assessment by failing to put forth a good faith effort on the assessment as determined by the assessment administrator/proctor, or whose parents do not send their student to school on the dates the assessments are administered or scheduled as make-up days shall not be permitted to participate in any non-curriculum related extracurricular activity. The student shall remain ineligible to participate until the student takes the same or a following statewide assessment, as applicable. The superintendent or designee may wave this paragraph's provisions when the student's failure was due to exceptional or extraordinary circumstances.[3] Students falling under the provisions of this paragraph shall be permitted to attend curriculum related field trips occurring during the school day. [4]

A student who enrolls in the district and meets the definition of "eligible child" in Policy 4.2--- ENTRANCE REQUIREMENTS shall be eligible to try out for an extracurricular activity regardless of the date the student enrolls in the District so long as the student meets all other eligibility requirements and the extracurricular activity is still ongoing.

A student and the parent or legal guardian of the student shall sign and return an acknowledgement of receipt and review of an information sheet regarding signs and symptoms of sudden cardiac arrest before the student may participate in an athletic activity and before each school year the student participates in an athletic activity.

No student shall be required to pay for individual or group instruction in order to participate in an extracurricular activity.

Interscholastic Activities

Each school in the District shall post on its website its schedule of interscholastic activities, including sign-up, tryout, and participation deadlines, at least one semester in advance of those activities. A hard copy of the schedule shall be available upon request.[5]

ACADEMIC REQUIREMENTS: Junior High

A student promoted from the sixth to the seventh grade automatically meets scholarship requirements. A student promoted from the seventh to the eighth grade automatically meets scholarship requirements for the first semester. The second semester eighth-grade student meets the scholarship requirements for junior high if he/she has successfully passed four (4) academic courses the previous semester.

The first semester ninth-grade student meets the scholarship requirements for junior high if he/she has successfully passed four (4) academic courses the previous semester.

The second semester ninth-grade student meets the scholarship requirements for junior high if he/she has successfully passed (4) academic courses the previous semester which count toward his/her high school graduation requirements.

Ninth-grade students must meet the requirements of the senior high scholarship rule by the end of the second semester in the ninth grade in order to be eligible to participate the fall semester of their tenth-grade year.

ACADEMIC REQUIREMENTS: Senior High

In order to remain eligible for competitive interscholastic activity, a student must have passed (4) academic courses the previous semester and either:

Have earned a minimum Grade Point Average (GPA) of 2.0 from all academic courses the previous semester; or

If the student has passed four (4) academic courses the previous semester but does not have a 2.0 GPA the student must be enrolled and successfully participating in an SIP to maintain their competitive interscholastic extracurricular eligibility.

STUDENTS WITH AN INDIVIDUAL EDUCATION PROGRAM

In order to be considered eligible to participate in competitive interscholastic activities, students with disabilities must pass at least four (4) courses per semester as required by their individual education program (IEP).

ARKANSAS ACTIVITIES ASSOCIATION

In addition to the foregoing rules, the district shall abide by the rules and regulations of AAA governing interscholastic activities. AAA provides catastrophic insurance coverage for students participating in AAA governed extracurricular activities who are enrolled in school. As a matter of District policy, no student may participate in a AAA governed extracurricular activity unless he or she is enrolled in a district school, to ensure all students are eligible for AAA catastrophic insurance. [6]

Intrascholastic Activities

AAA Governed Activities

Students participating in intrascholastic extracurricular activities that would be governed by AAA if they were to occur between students of different schools shall meet all interscholastic activity eligibility requirements to be eligible to participate in the comparable intrascholastic activity. The District will abide by the AAA Handbook for such activities to ensure District students are not disqualified from participating in interscholastic activities.[7]

Non-AAA Governed Activities

Unless made ineligible by District policies, all students shall be eligible to participate in non-governed intrascholastic extracurricular activities. Intrascholastic activities designed for a particular grade(s) or course(s) shall require the student to be enrolled in the grade(s) or course(s).

NOTES: The standards as outlined above are minimum standards and can be raised locally if desired. If your district does not offer a SIP, delete the references to it in your policy.

standards allow a student to participate in an SIP for a maximum of two consecutive semesters and require the student to improve his/her GPA by at least 10% by the end of the first semester to remain eligible for the second semester. By the end of the second semester, the student must have attained a 2.0 GPA to be eligible for competitive interscholastic activities. Following one or more semesters where the student has attained a 2.0 GPA, this cycle may be repeated.

1 The definition for **inter**scholastic activities is effectively taken from the AAA Handbook and is the origin for the extrapolated definition of **intra**scholastic activities. When it comes to implementing this policy, it may be important/helpful to keep in mind that the Handbook also points out the following: Performance activities such as band, speech, drama, etc. may be viewed as competitive arenas both internally (ratings by individual schools) and externally (comparisons of individual or school ratings with a view toward determining an ultimate winner). Additionally, both inter and intra scholastic activities may be curricular if the activity is required as part of the course.

2 While the Standards for Accreditation no longer expressly require a policy that "shall limit and control interruptions of instructional time in the classroom and the number of absences for such activities", we believe that restrictions on the interruption of instructional time to be a best practice. You could replace "one per week per extracurricular activity" with a specific number of days per semester that could also allow the student to "bank" or accumulate days in anticipation of a major event.

3 This sentence is optional but it would keep the policy from having "zero tolerance" (which we do not support) and give you latitude to accommodate instances beyond the student's control such as a car accident, serious illness, or other acts of God. If you choose to include the sentence, you may change "Superintendent" to "principal" if that would work better in your district. Be sure to align your decision for this footnote with the decision you have made on the same issue that exists in policies 4.55 and 4.56.1.

[4] This paragraph is entirely optional. Participation in extracurricular activities is not a right, and districts may legally place conditions on a public school student's eligibility for participation (such as testing compliance), but districts cannot deny a diploma to an otherwise qualified student or deny a student the ability to attend school. If you choose to include the paragraph, the third to the last sentence may be amended to apply to a timeline of your choice.

[5] This paragraph is not statutorily required, but has been added to align with policy 4.56.2—EXTRACURRICULAR ACTIVITY ELIGIBILITY FOR HOME SCHOOLED STUDENTS with the belief that such information will benefit all students.

[6] This also applies to home schooled students and is cleverly accommodated by an adjustment to APSCN reporting outlined in Commissioner's Memo FIN-14-11 or Commissioner's Memo COM-18-009 if the student is also taking courses in accordance with Policy 4.59.

[7] Districts should be aware that the AAA handbook contains rules prohibiting students who participate on school sponsored teams of the various interscholastic activities from being permitted to participate in practices and competitions for the same sport during the same season of the interscholastic activity.

Cross References: 4.55—STUDENT PROMOTION AND RETENTION
4.56.1—EXTRACURRICULAR ACTIVITIES - ELEMENTARY

Legal References:

Arkansas Activities Association Handbook
A.C.A. § 6-4-302
A.C.A. § 6-15-2907
A.C.A. § 6-16-151
A.C.A. § 6-18-713
Commissioner's Memo COM-18-009
Commissioner's Memo LS-18/015

Date Adopted: 7-14-2014

Last Revised: 7-11-2016, 6-19-2017, 6-28-2018

4.56.1—EXTRACURRICULAR ACTIVITIES – ELEMENTARY

Definitions

"Extracurricular activities" are defined as: any school sponsored program where students from one or more schools meet, work, perform, practice under supervision outside of regular class time, or are competing for the purpose of receiving an award, rating, recognition, or criticism, or qualification for additional competition. Examples include, but are not limited to, inter/intrascholastic athletics, cheerleading, band, choral, math, or science competitions, field trips, and club activities.

"Field Trips" are when individual students or groups of students are invited to programs or events when there is no competition and the students are not interacting with each other for the purpose of planning, qualifying, or arranging for future programs or for the purpose of receiving recognition.

"Interscholastic Activities" means athletic or non-athletic/academic activities where students compete on a school vs. school basis.

"Intrascholastic Activities" means athletic or non-athletic/academic activities where students compete with students from within the same school.

Extracurricular Eligibility

The Board believes in providing opportunities for students to participate in extracurricular activities that can help enrich the student's educational experience. At the same time, the Board believes that a student's participation in extracurricular activities cannot come at the expense of his/her classroom academic achievement. Interruptions of instructional time in the classroom are to be minimal and absences from class to participate in extracurricular activities shall not exceed one per week per extracurricular activity[1] (tournaments or other similar events excepted with approval of the school's principal.[2] All students are eligible for extracurricular activities unless specifically denied eligibility on the basis of criteria outlined in this policy.

A student may lose his/her eligibility to participate in extracurricular activities when, in the opinion of the school's administration, the student's participation in such an activity may adversely jeopardize his/her academic achievement. Students may also be denied permission to participate in extracurricular activities as a consequence of disciplinary action taken by the administration for inappropriate behavior.[3]

Any student who refuses to sit for a Statewide assessment or attempts to boycott a Statewide assessment by failing to put forth a good faith effort on the assessment as determined by the assessment administrator/proctor, or whose parents do not send their student to school on the dates the assessments are administered or scheduled as make-up days shall not be permitted to participate in any non-curriculum related extracurricular activity. The student shall remain ineligible to participate until the student takes the same or a following statewide assessment, as applicable. The superintendent or designee may wave this paragraph's provisions when the

student's failure was due to exceptional or extraordinary circumstances.[4] Students falling under the provisions of this paragraph shall be permitted to attend curriculum related field trips occurring during the school day. [5]

A student who enrolls in the district and meets the definition of "eligible child" in Policy 4.2— ENTRANCE REQUIREMENTS shall be eligible to try out for an extracurricular activity regardless of the date the student enrolls in the District so long as the student meets all other eligibility requirements and the extracurricular activity is still ongoing.

No student shall be required to pay for individual or group instruction in order to participate in an extracurricular activity.

A student and the parent or legal guardian of the student shall sign and return an acknowledgement of receipt and review of an information sheet regarding signs and symptoms of sudden cardiac arrest before the student may participate in an athletic activity and before each school year the student participates in an athletic activity.

Notes: [1] While the Standards for Accreditation no longer expressly require a policy that "shall limit and control interruptions of instructional time in the classroom and the number of absences for such activities," we believe that restrictions on the interruption of instructional time to be a best practice. You could replace "one per week per extracurricular activity" with a specific number of days per semester that could also allow the student to "bank" or accumulate days in anticipation of a major event.

[2]Fill in the blank with the position of the person you wish to make responsible for the decision, e.g. principal or superintendent.

[3] Make sure your student handbook matches this language.

[4] This sentence is optional but it would keep the policy from having "zero tolerance" (which we do not support) and give you latitude to accommodate instances beyond the student's or parent's control such as a car accident, serious illness, or other acts of God. If you choose to include the sentence, you may change "Superintendent" to "principal" if that would work better in your district. Be sure to align your decision for this footnote with the decision you have made on the same issue that exists in policies 4.55 and 4.56.

[5] This paragraph is entirely optional. Participation in extracurricular activities is not a right, and districts may legally place conditions on a public school student's eligibility for participation (such as testing compliance), but districts cannot deny a diploma to an otherwise qualified student or deny a student the ability to attend school. If you choose to include the paragraph, the third to the last sentence may be amended to apply to a timeline of your choice.

Cross References: 4.55—STUDENT PROMOTION AND RETENTION

4.56—EXTRACURRICULAR ACTIVITIES – SECONDARY SCHOOLS

Legal Reference:

A.C.A. § 6-4-302
A.C.A. § 6-15-2907
A.C.A. § 6-16-151
A.C.A. § 6-18-713
Commissioner's Memo LS-18-015

Date Adopted: 7-14-2014

Last Revised: 7-11-2016, 6-19-2017, 6-28-2018, 6-17-2019

4.56.2—EXTRACURRICULAR ACTIVITY ELIGIBILITY FOR HOME SCHOOLED STUDENTS

Home-schooled student means a student legally enrolled in an Arkansas home school and who meets or has met the criteria for being a home-schooled student, as established by A.C.A. § 6-15-503.

Interscholastic activity means an activity between schools subject to rules of the Arkansas Activities Association that is outside the regular curriculum of the school district, such as an athletic activity, fine arts program, or a special interest group or club.

Each school in the District shall post on its website its schedule of interscholastic activities, including sign-up, tryout, and participation deadlines, at least one semester in advance of those activities. A hard copy of the schedule shall be available upon request.[1]

Home-schooled students whose parents or guardians are legal residents of the school district will be permitted to pursue participation in an interscholastic activity in the student's resident school zone[2] as permitted by this policy.

Home-schooled students whose parent or legal guardian are not residents of the school district will be permitted to pursue participation in an interscholastic activity in the District if the superintendent of the student's resident district and the superintendent of the District both agree in writing to allow the student to participate in interscholastic activities at the District.

Although not guaranteed participation in an interscholastic activity, home-school students who meet the provisions of this policy, AAA Rules, and applicable Arkansas statutes shall have an equal opportunity to try out and participate in an interscholastic activities without discrimination. The District shall provide a reasonable alternative to any prerequisite for eligibility to participate in an interscholastic activity that the home-schooled student is unable to meet because of his or her enrollment in a home school.

No student shall be required to pay for individual or group instruction in order to participate in n interscholastic activity.

To be eligible to try out and participate in interscholastic activities, the student or the parent of a student shall mail or hand deliver the student's request to participate to the student's school's principal before the signup, tryout or participation deadline established for traditional students. Additionally, the student shall demonstrate academic eligibility by obtaining a minimum test score of the 30th percentile or better in the previous 12 months on the Stanford Achievement Test Series, Tenth Edition; another nationally recognized norm-referenced test; or a minimum score on a test approved by the State Board of Education.

A student who meets the requirements for eligibility to participate in an interscholastic activity is required to register for no more than one course[3] in the District's school where the student is intending to participate in an interscholastic activity.

The student shall regularly attend the class in which the student is registered beginning no later than the eleventh (11th) day of the semester in which the student's interscholastic activity participation is desired. The student must attend the practices for the interscholastic activity to the same extent as is required of traditional students.

A student and the parent or legal guardian of the student shall sign and return an acknowledgement of receipt and review of an information sheet regarding signs and symptoms of sudden cardiac arrest before the student may participate in an athletic activity and before each school year the student participates in an athletic activity.

A home-schooled student who has met the try out criteria; and who has been selected to participate in the interscholastic activity shall meet the following criteria that also apply to traditional students enrolled in the school:

standards of behavior and codes of conduct;
attend the practices for the interscholastic activity to the same extent as is required of traditional students;
required drug testing; [4]
permission slips, waivers, physical exams; and
participation or activity fees.

Students who participate in extracurricular or athletic activities under this policy will be transported to and from the interscholastic activities on the same basis as other students are transported.

A student who withdraws from an Arkansas Activities Association member school to be home-schooled shall not participate in an interscholastic activity in the resident school district for a minimum of three hundred sixty-five days after the student withdraws from the member school.

Notes: [1] This paragraph is not statutorily required, but without advance determination of the timelines, there will be no way for a parent to know when, or even for what semester, they will have to make their application to the district. Such information will benefit all students.

[2] Only include "or their applicable attendance zone's school" if your district has more than one school per grade configuration.

[3] You can only **require** one course, but a district may permit a student to register for more than one course.

[4] Include "drug testing" only if your district conducts such tests.

Cross Reference: 4.59—ACCADEMIC COURSE ATTENDANCE BY PRIVATE SCHOOL AND HOME SCHOOL STUDENTS

Legal References: A.C.A. § 6-15-509
A.C.A. § 6-16-151
A.C.A. § 6-18-232
A.C.A § 6-18-713
Arkansas Activities Association Handbook
Commissioner's Memo COM-18-009
Commissioner's Memo LS-18-015
Division of Elementary and Secondary Education Rules Governing Home Schools

Date Adopted: 7-14-2014

Last Revised: 6-19-2017, 6-28-2018, 6-17-2019

4.56.2F— HOME SCHOOLED STUDENTS' LETTER OF INTENT TO PARTICIPATE IN AN EXTRACURRICULAR ACTIVITY AT RESIDENT DISTRICT

Student's Name (Please Print)

_____

Parent or Guardian's Resident Address

Street _____ Apartment _____

City _____ State _____ Zip Code_____

Student's date of birth __/__/__ Last grade level the student completed _____

Student has demonstrated academic eligibility by obtaining a verifiable minimum test score of the 30th percentile or better in the previous 12 months on the Stanford Achievement Test Series, Tenth Edition, or another nationally recognized norm-referenced test approved by the State Board of Education._____

Name of test, Date taken, and score achieved_____

Extracurricular activity(ies) the student requests to participate in

_____

Course(s) the student requests to take at the school

_____

Proof of identity ____

Date Submitted __/__/__

Parent's Signature _____

Date Adopted: 6-19-2017

Last Revised:

4.56.2F2— HOME SCHOOLED STUDENTS' LETTER OF INTENT TO PARTICIPATE IN AN EXTRACURRICULAR ACTIVITY AT NON-RESIDENT DISTRICT

Student's Name (Please Print)

_____

Parent or Guardian's Resident Address

Street _____ Apartment _____

City _____ State _____ Zip Code _____

Student's date of birth __/__/__ Last grade level the student completed _____

Student has demonstrated academic eligibility by obtaining a verifiable minimum test score of the 30th percentile or better in the previous 12 months on the Stanford Achievement Test Series, Tenth Edition, or another nationally recognized norm-referenced test approved by the State Board of Education._____

Name of test, Date taken, and score achieved_____

Extracurricular activity(ies) the student requests to participate in

_____

Course(s) the student requests to take at the school

_____

Proof of identity ____

Date Submitted __/__/__

Parent's Signature _____

As the superintendent of the above student's resident district, I agree that the above student may participate in extracurricular activities at Beebe School District.

Resident Superintendent's Signature: _____

As the superintendent of the Beebe School District, where the above student desires to participate in extracurricular activities, I agree to allow the student to participate in extracurricular activities at _ Beebe School District.

Non-resident Superintendent's Signature: _____ _____

Date Adopted: 6-19-2017

Last Revised:

4.57—IMMUNIZATIONS

Definitions

"In process" means the student has received at least one dose of the required immunizations and is waiting the minimum time interval to receive the additional dose(s).

“Serologic testing” refers to a medical procedure used to determine an individual’s immunity to Hepatitis B, Measles, Mumps, Rubella and Varicella.

General Requirements

Unless otherwise provided by law or this policy, no student shall be admitted to attend classes in the District who has not been age appropriately immunized against[1]:

Poliomyelitis;
Diphtheria;
Tetanus;
Pertussis;
Red (rubeola) measles;
Rubella;
Mumps;
Hepatitis A;
Hepatitis B;
Meningococcal disease;
Varicella (chickenpox); and
Any other immunization required by the Arkansas Department of Health (ADH).

The District administration has the responsibility to evaluate the immunization status of District students. The District shall maintain a list of all students who are not fully age appropriately immunized or who have an exemption provided by ADH to the immunization requirements based on medical, religious, or philosophical grounds. Students who are not fully age appropriately immunized when seeking admittance shall be referred to a medical authority for consultation.

The only types of proof of immunization the District will accept are immunization records provided by a:

Licensed physician;
Health department;
Military service; or
Official record from another educational institution in Arkansas.

The proof of immunization must include the vaccine type and dates of vaccine administration. Documents stating “up-to-date”, “complete”, “adequate”, and the like will not be accepted as proof of immunization. No self or parental history of varicella disease will be accepted. Valid proof of immunization and of immunity based on serological testing shall be entered into the student’s record.

In order to continue attending classes in the District, the student must have submitted:

Proof of immunization showing the student to be fully age appropriately vaccinated;

Written documentation by a public health nurse or private physician of proof the student is in process of being age appropriately immunized, which includes a schedule of the student's next immunization;

A copy of a letter from ADH indicating immunity based on serologic testing; and/or

A copy of the letter from ADH exempting the student from the immunization requirements for the current school year, or a copy of the application for an exemption for the current school year if the exemption letter has not yet arrived.

Students whose immunization records or serology results are lost or unavailable are required to receive all age appropriate vaccinations or submit number 4 above.

Temporary Admittance

While students who are not fully age appropriately immunized or have not yet submitted an immunization waver may be enrolled to attend school, such students shall be allowed to attend school on a temporary basis only. Students admitted on a temporary basis may be admitted for a maximum of thirty (30) days (or until October 1st of the current school year for the tetanus, diphtheria, pertussis, and meningococcal vaccinations required at ages eleven (11) and sixteen respectively if October 1st is later in the current school year than the thirty (30) days following the student's admittance). No student shall be withdrawn and readmitted in order to extend the thirty (30) day period. Students may be allowed to continue attending beyond the thirty (30) day period if the student submits a copy of either number 2 or number 4 above.

Students who are in process shall be required to adhere to the submitted schedule. Failure of the student to submit written documentation from a public health nurse or private physician demonstrating the student received the vaccinations set forth in the schedule may lead to the revocation of the student's temporary admittance; such students shall be excluded from school until the documentation is provided.

The District will not accept copies of applications requesting an exemption for the current school year that are older than two (2) weeks based on the date on the application. Students who submit a copy of an application to receive an exemption from the immunization requirements for the current year to gain temporary admittance have thirty (30) days from the admission date to submit either a letter from ADH granting the exemption or documentation demonstrating the student is in process and a copy of the immunization schedule. Failure to submit the necessary documentation by the close of the thirty (30) days will result in the student being excluded until the documentation is submitted.

Exclusion From School

In the event of an outbreak, students who are not fully age appropriately immunized, are in process, or are exempt from the immunization requirements may be required to be excluded from school in order to protect the student. ADH shall determine if it is necessary for students to be excluded in the event of an outbreak. Students may be excluded for twenty-one (21) days or

longer depending on the outbreak. No student excluded due to an outbreak shall be allowed to return to school until the District receives approval from ADH.

Students who are excluded from school are not eligible to receive homebound instruction unless the excluded student had a pre-existing IEP or 504 Plan and the IEP/504 team determines homebound instruction to be in the best interest of the student. To the extent possible, the student's teacher(s) shall place in the principal's office a copy of the student's assignments:

for the remainder of the week by the end of the initial school day of the student's exclusion; and by the end of each school's calendar week for the upcoming week until the student returns to school.[2]

It is the responsibility of the student or the student's parent/legal guardian to make sure that the student's assignments are collected.

Students excluded from school shall have five (5) school days from the day the student returns to school to submit any homework and to make up any examinations. State mandated assessments are not included in "examinations" and the District has no control over administering state mandated make-up assessments outside of the state's schedule. Students shall receive a grade of zero for any assignment or examination not completed or submitted on time.[3]

Annually by December 1, the District shall create, maintain, and post to the District's website a report that includes the following for each disease requiring an immunization under this policy:
The number of students in the District that were granted an exemption by the Department of Health from an immunization;
The percentage of students in the District that were granted an exemption by the Department of Health from an immunization; and
The percentage of a population that must receive an immunization for herd immunity to exist.

Notes: [1] The table showing the age appropriate immunizations is referred to as "Table I" in the Division of Elementary and Secondary Education (DESE) rules and as "Table II" in ADH rules.

[2] You can amend this sentence to reflect your school's practice for when teacher's are required to have their lesson plans ready in advance.

[3] Your district may choose to adopt a different schedule such as docking the work a certain percentage for each day it is late.

Cross References: 4.2—ENTRANCE REQUIREMENTS
4.7—ABSENCES
4.8—MAKE-UP WORK
4.34—COMMUNICABLE DISEASES AND PARASITES

Legal References: A.C.A. § 6-18-702
DESE Rules Governing Kindergarten Through 12th Grade Immunization Requirements In Arkansas Public Schools
ADH Rules and Regulations Pertaining to Immunization Requirements

Date Adopted: 7-13-2015

Last Revised: 6-17-2019

4.59—ACADEMIC COURSE ATTENDANCE BY PRIVATE SCHOOL AND HOME SCHOOLED STUDENTS

The District allows private school and home schooled students whose parents, legal guardians, or other responsible adult with whom the student resides are residents of the District to attend academic courses offered by the District will place a list of courses that a private school or home schooled student may request to attend on its website by:[2]

June 1 for courses to be offered during the Fall semester; and
November 1 for courses to be offered during the Spring semester.

A private school or home schooled student who desires to attend one or more of the available academic courses shall submit a written request to attend the academic course(s) to the superintendent, or designee, no later than:[1]

August 1 for Fall semester courses; or
December 1 for Spring semester courses.

The Superintendent, or designee, is authorized to waive the application deadline on a case by casr basis.

The District permits a private school or home school student to attend a maximum of two (2) courses per semester.

The District may reject a private school or home school student's request for attendance if the District's acceptance would.[2]

Require the addition of staff or classrooms;
Exceed the capacity of a program, class, grade level, or school building;
Cost the District more for the student to attend the academic course than the District receives for the student's attendance;
Cause the District to provide educational services the District does not currently provide at a financial burden to the District; or
Cause the District to be out of compliance with applicable laws and regulations regarding desegregation.

Requests to attend an academic course will be granted in the order the requests are received. Upon the receipt of a private or home schooled student's request to attend academic course(s), the District will date and time stamp the request for attendance. If a private school or home schooled student is denied attendance based on a lack of capacity and an opening in the requested course occurs prior to the start of the course, the District will use the date and time stamp on the request for attendance to determine the private school or home schooled student who will be notified of an opening in the requested course.

As part of the request to attend academic courses in the District, a private school or home schooled student shall:

Indicate the course(s) the private school or home schooled student is interested in attending;
If the course(s) the private school or home schooled student is interested in attending is being offered by the District in both a physical and a digital format, whether the private school or home school student intends to attend the physical course or the digital course;

Submit, along with the student's application, a copy of the student's transcript indicating that the student has received credit for the course(s) the student desires to attend at the District;
Agree to follow the District's discipline policies; and
Submit immunization documentation required by Policy 4.57—IMMUNIZATIONS.

A private school or home schooled student who fails to attend an academic course by the eleventh (11) day of class or who is absent without excuse for eleven (110 consecutive days during the semester shall be dropped from the course; however, a private school or home schooled student shall not be considered truant for unexcused absences from the course(s) the student is attending at the District.

Private school or home schooled students shall receive a final grade and transcript for each academic course the student completes.

The responsibility for transportation of any private school or home schooled student attending academic courses in the District shall be borne by the student or the student's parents.

The opportunity provided to home schooled students under this policy is in addition to the opportunity provided in Policy 4.56.2—EXTRACURRICULAR ACTIVITY ELIGIBILITY FOR HOME SCHOOLED STUDENTS.

Notes: This is **NOT** an optional policy. Districts who do not wish to open academic course attendance to private school or home schooled students are required to receive a waiver from the provisions of A.C.A. § 6-18-232 from the Division of Elementary and Secondary Education.

[1] The dates provided here are only suggestions and are not set by statute. You may advertise your course offerings for a shorter or longer period of time; or set the deadline for applications to match the traditional student enrollment deadlines.

[2] Your application of "capacity" should be consistent in order to avoid potential exposure to liability for unlawful discrimination against individuals with disabilities. For example, you should not choose to accept a student who requires no special services, but would require you to add an additional elementary teacher, but refuse to accept a student with a disability because it would require you to add an additional special education teacher. You may refuse to accept the attendance of a student with a disability whose acceptance would necessitate the hiring of an aide, interpreter, or other additional staff member.

Cross References: 4.6—HOMESCHOOLING
4.56.2—EXTRACURRICULAR ACTIVITY ELIGIBILITY FOR HOME SCHOOLED STUDENTS
4.57-- IMMUNIZATIONS

Legal References: A.C.A. § 6-15-509
A.C.A. § 6-18-232
A.C.A. § 6-18-702

A.C.A. § 6-47-401 et seq.
DESE Rules Governing Distance and Digital Learning
DESE Rules Governing Kindergarten Through 12th Grade
Immunization Requirements in Arkansas Public Schools
Commissioner's Memo COM-19-021

Date Adopted: 6-19-2017

Last Revised: 2-18-2019, 6-17-2019

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CURRICULUM AND INSTRUCTION

5.1—EDUCATIONAL PHILOSOPHY

The Beebe School District assumes the responsibility of providing students attending its schools a high quality education that challenges each student to achieve to their maximum potential. The District shall endeavor to create the environment within the schools necessary to attain this goal. The creation of the necessary climate shall be based on the following core beliefs:

The District's vision statement will be developed with input from students, parents, business leaders, and other community members.

All students can be successful learners.

Students learn at different rates and in different ways.

A primary goal shall be to give students the skills they need to be life-long learners.

The education of all citizens is basic to our community's well-being.

Student achievement is affected positively by the involvement of parents and the community in the schools.

The District is responsible for helping cultivate good citizenship skills in its students.

Students reflect the moral and ethical values of their environment.

All people have a right to a safe environment.

Each person is responsible for his/her own actions.

Innovation involves taking risks.

Schools are responsible for creating the conditions that promote success.

Each person is entitled to retain his/her dignity.

All people have the right to be treated with respect and the responsibility to treat others respectfully.

The District should provide competent, qualified and dedicated instructors who will instill in students the desire for knowledge; who will conduct well-planned instruction; who will show personal enthusiasm for their work; who will be democratic in nature and professional in attitude; and who will express a genuine love for students.

For teachers to succeed in cultivating high student achievement, they need to be given the materials, training, and environment necessary to produce such results.

The District should provide a physical plant that lends itself to changing educational programs.

Beebe School District should maintain a public communications program and written communication to parents.

Date Adopted: 08-14-2006

Last Revised:

5.2—PLANNING FOR EDUCATIONAL IMPROVEMENT

Each school in the district, in collaboration with administrators, teachers, other school staff, parents, the community, and students, shall develop a school-level improvement plan (SLIP) to:

- Establish goals or anticipated outcomes based on an analysis of students' needs;
- Identify student supports and evidence-based interventions and practices to be implemented;
- Describe the professional learning necessary for adults to deliver the supports or interventions;
- Describe the implementation timeline for monitoring of the interventions and practices for effectiveness;
- Describe the timeline and procedures for evaluation of the interventions and practices for effectiveness; and
- Evaluate and modify a parent, family, and community engagement plan.[1]

Each SLIP shall include a literaciy plan that includes a curriculum program and a professional development program that is aligned with the District's literacy needs and is based on the science of reading.

Some of the data that shall be considered when developing the SLIP includes, but is not limited to:[2]

- Statewide assessment results;
- Interim assessment results;
- Similarly situated school's SLIPs; and
- Evaluation(s), including staff, student, and community feedback, of the existing SLIP.

The SLIP is to be reviewed on an ongoing basis with reports to the board on the implementation progress of the SLIP throughout the year of implementation. By May 1 of each year, the SLIP to be implemented in the upcoming school year shall be presented to the District Board of Directors for review and approval.[3] The District will post the District's SLIP(s) to the District's website under State-Required Information by August 1 of each year.

The district shall develop, with appropriate staff; school board members; and community input, a school district support plan (SDSP).[4] The SDSP, in coordination with the District's SLIPs, shall

- Specify the support the District will provide to the District's schools;
- Collaboratively establish priorities regarding goals or anticipated outcomes with the District's schools, including feeder schools;
- Identify resources to support the established priorities;
- Describe the time and pace of providing support and monitoring for the established priorities;
- Describe the measures for analyzing and evaluating that the District support was effective in improving the school performance; and
- Establish, evaluate, and update a parent, family, and community engagement plan.[1]

If the Districts data reflects a disproportionality in equitable access to qualified and effective teachers and administrators, the District shall develop and implement strategies to provide equitable access as part of the SDSP.

The District shall post the District's SDSP to the District's website under State-Required Information, including any updates to the District's SDSP.[5]

The District's Board of Directors shall hold a meeting by October 15 of each year to provide a report that systematically explains the District's policies, programs, and goals to the community. The District's report shall detail the progress of the District and the District's schools toward accomplishing program goals, accreditation standards, and proposals to correct any deficiencies. The report shall be made available to the public, including by posting a copy on the District's website under State-Required Information no later than ten (10) days following the meeting. The meeting shall provide parents and other members of the community the opportunity to ask questions and make suggestions concerning the District's program.

Notes: [1] See A.C.A. § 6-15-1702 for a detailed listing of required components of the parental involvement plan. The Model Policy Service has also provided a guide (See Supporting Information for Policies 6.11 and 6.12) for easier understanding of the language in the code.

[2] This is not intended to be an all-inclusive list. The only item specifically required to be included is the evaluation of the existing SLIP, which must be done at least annually.

[3] The Division of Elementary and Secondary Education (DESE) Rules Governing the Arkansas Educational Support and Accountability Act requires the board to approve the SLIP(s) and SDSP annually, which should be specifically noted in the board's minutes.

[4] For districts classified in Level 3, Level 4, or Level 5 levels of support, the SDSP must be submitted to DESE by September 1 and DESE must approve the SDSP. Districts whose SDSP must be approved by DESE must also post to the website the date the SDSP is approved by DESE, including the date(s) any revisions are approved by DESE.

[5] For districts classified in Level 1 or Level 2 support, the SDSP must be posted to the website by no later than September 11. For districts classified in Level 3, Level 4, or Level 5 support, the SDSP must be posted to the website by the earlier of ten (10) days after the SDSP is submitted to ADE or by September 11.

Legal References: A.C.A. § 6-15-2914
DESE Rules Governing the Arkansas Educational Support and Accountability Act
DESE Rules Governing Parental Involvement Plans and Family and Community Engagement
Standards for Accreditation 1-B.4, 3-B.1, 3-B.2, 3-B.2.1, 5-A.1

Date Adopted: June 13, 2005

Last Revised: 7-11-2016, 6-28-2018, 6-17-2019

5.3—CURRICULUM DEVELOPMENT

Sequential curricula should be developed for each subject area. Curricula are to be aligned with the curriculum frameworks and used to plan instruction leading to student proficiency on the Arkansas' Academic Standards. Curricula should be in alignment with the District's vision, mission, goals, and educational philosophy. Student achievement is increased through an integrated curriculum that promotes continuity and a growth in skills and knowledge from grade to grade and from school to school. Therefore, the Beebe Board of Education desires that unnecessary duplication of work among the various grades and schools be eliminated and that courses of study and their corresponding content guides be coordinated effectively. [1]

The Board of Education is responsible for reviewing and approving all instructional programs offered by the District as well as approving significant changes to courses or course materials before they are implemented. The Superintendent is responsible for making curriculum recommendations.

The Superintendent, curriculum specialists and staff shall insure that a study of the curriculum is made annually to determine what changes, if any, should be made. This annual study shall involve students, parents, teachers, principals, lay members of the community and professional consultants as deemed appropriate. The area to be studied will coincide with the textbooks adoption and shall be done during the year prior to the adoption. Members of the textbook adoption committees shall be included on this committee.

Each school shall review each curriculum area annually to address the continued relevancy, adequacy, and cost effectiveness of individual courses and instructional programs and to ensure each area is aligned with the current curriculum frameworks and course content standards approved by the State Board of Education. Each school's administration shall implement a monitoring process to ensure that the instructional content of each course offered is consistent with the content standards and curriculum frameworks approved by the State Board of Education. [2]

Starting with the 2020-2021 school year, the District shall not purchase curriculum for the District's reading program that is not from the list of curricula approved by the Division of Elementary and Secondary Education.[3]

Notes: [1] A.C.A. § 6-15-101 requires school boards to adopt and implement the academic standards and expected outcomes that have been defined by the State Board; which should be indicated by the adoption being noted in the district's board minutes.

[2] A.C.A. § 6-15-1505(b) requires each district's superintendent to submit a letter of assurance to DESE by October 1 of each year that the content of each class and subject area is aligned to the academic standards and curriculum frameworks developed by the state board under its plan developed pursuant to A.C.A. § 6-15-1502(a).

[3] While districts have the option to use a curriculum that is not on the list of curriculum approved by DESE for the District's reading program, Districts who choose to do so are required to receive prior approval of the curriculum from DESE. In order to receive approval of the curriculum from DESE, the District must submit to

DESE the District's rationale for choosing the alternative curriculum program and evidence-based research regarding the alternative curriculum program.

Legal References: Standards of Accreditation 1-A.1, 1-A.4
A.C.A. § 6-15-101
A.C.A. § 6-15-1505(a)
A.C.A. § 6-15-2906
A.C.A. § 6-17-429

Date Adopted: 08-14-2006, 6-17-2019

Last Revised: 7-18-2011, 6-6-2017, 6-28-2018

5.4—SCHOOL IMPROVEMENT TEAMS

A team structure is officially incorporated into the school- level improvement plan. New school administrators shall receive a description of the teams' purposes and how each team is constituted; In addition, each new administrator shall receive training on methods for effective teams.

All teams shall create work plans for the year, which shall include specific work products for the team to produce. To aid in maintaining the work plan, all teams shall develop an agenda and keep minutes for each meeting. The school principal shall be responsible for maintaining a file of the agendas, work products, and minutes of all teams.

Team meetings shall take place outside of the student instructional day.[1]

Leadership Team

Each school shall have a Leadership Team that consists of members that include:[2]

- The principal;
- The chair of each Instructional Team;
- The school guidance counselor;
- A instructional facilitator; and
- Other key professionals designated by the principal.

The Leadership Team shall meet for a minimum of one (1) hour at least two (2) times each month during the school year. Based on school performance data and aggregated classroom observation data, the Leadership Team shall make decisions and recommendations on curriculum, instruction, and professional development; in addition, the Leadership Team shall serve as a conduit of communication to the rest of the faculty and staff.

Instructional Teams

The teachers in each school shall belong to an instructional team. The instructional teams shall be organized by:

- Grade level;
- Grade level cluster; and/or
- Subject area.

Each Instructional Team shall appoint a chair for the school year who shall conduct the team meetings and shall be part of the school Leadership Team. Each Instructional Team shall meet for a minimum of forty-five (45) minutes at least two (2) times a month during the school year.

The purpose of the Instructional Teams is to develop and refine units of instruction and review student learning data.

Notes: This policy was created in collaboration with the Division of Elementary and Secondary Education (DESE) School Improvement Team. The policy is not required but is recommended. The language in the policy is based on researched best practices

but may be amended in entirety to conform with local practices, including, but not limited to, the number and length of team meetings.

Additional types of teams that your district may be interested in creating are:

Student team, which consists of a diverse group of student leaders;
Management team, which consists of campus administrators and other personnel as needed; and
School Community Council, which consists of administrators, teachers, and parents.

[1] This language is optional; however, districts should be aware that if they require the instructional teams to meet during the student instructional day and do not also provide the minimum two hundred (200) minutes per week of individual prep time that the district would be required to compensate the members of the instructional team for the missed time. Teachers may voluntarily agree amongst each other to meet during the prep time, but the meeting during that time may not be required.

[2] The goal is to make sure all those who are necessary have a voice on the Leadership Team while keeping the number of members to a reasonable level; the recommendation is to have between five (5) and seven (7) members.

Legal References: DESE Rules Governing the Arkansas Educational Support and Accountability Act
School-Level Improvement Plan Indicator 36
A.C.A. § 6-17-114
AG Opinion 2005-299

Date Adopted: 7-11-2016

Last Revised: 6-19-2017, 6-4-2019

5.5—SELECTION/INSPECTION OF INSTRUCTIONAL MATERIALS

Beebe School District shall adopt instructional materials which provide complete coverage of a subject as described in that subject's curriculum frameworks and which fit the achievement levels of the students assigned to each teacher. The District may utilize purchasing agreements arranged by ADE to achiever the greatest economy in spending local and state funds. Teachers are encouraged to use a wide variety of resources and materials. The principal shall approve any purchase, contract or appointment made for the provision of resources or materials.

The use of instructional materials beyond those approved as part of the curriculum/textbook program must be compatible with school and district policies. If there is uncertainty concerning the appropriateness of supplemental materials, the personnel desiring to use the materials shall get approval from the school's principal prior to putting the materials into use.

All instructional materials used as part of the educational curriculum of a student shall be available for inspection by the parents or guardians of the student. For the purposes of this policy, instructional materials is defined as instructional content provided to the student regardless of its format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats. The term does not include academic tests or academic assessments.

Parents or guardians wishing to inspect instructional materials used as part of the educational curriculum for their child may schedule an appointment with the student's teacher at a mutually agreeable time. Parents/guardians wishing to challenge the appropriateness of any instructional materials shall follow the procedures outlined in Policy 5.6—CHALLENGE OF INSTRUCTIONAL/SUPPLEMENTAL MATERIALS.

The rights provided to parents under this policy transfer to the student when he/she turns 18 years old.

Note: This policy is to be developed in conjunction with parents.

Legal Reference: 20 USC § 1232h

Date Adopted: 08-14-2006

Last Revised: 2-15-2018

5.6—CHALLENGE OF INSTRUCTIONAL/SUPPLEMENTAL MATERIALS

Instructional and supplemental materials are selected for their compatibility with the District's educational program and their ability to help fulfill the District's educational goals and objectives. Individuals wishing to challenge or express concerns about instructional or supplemental materials may do so by filling out a *Challenge to Instructional Material* form (**5.6F**) available in the school's office.

The contesting individual may present a copy of the form to the principal and request a conference be held at a time of mutual convenience. Prior to the conference, the principal shall consult with the teacher regarding the contested material. In the conference, the principal shall explain to the contesting individual the criteria used for the selection of the material and its relevancy to the educational program as well as any other pertinent information in support of the use of the material.

Following the conclusion of the meeting, the principal shall have five (5) working days to submit a summary of the concerns expressed by the individual and the principal's response to those concerns to the Curriculum Coordinator and to the Superintendent.

If the contesting individual is not satisfied with the principal's response, the individual may, after the five (5) working day period, request a meeting with the Curriculum Coordinator where the individual shall present the same *Challenge to Instructional Material* form previously presented to the principal. The Curriculum Coordinator shall explain to the contesting individual the criteria used for the selection of the material and its relevancy to the educational program as well as any other pertinent information in support of the use of the material.

Following the conclusion of the meeting, the Curriculum Coordinator shall have five (5) working days to write a summary of the concerns expressed by the individual and the Coordinator's response to those concerns. The Coordinator shall create a file of his/her response along with a copy of the principal's response and a copy of the contesting individual's *Challenge to Instructional Material* form and forward to the Superintendent.

The contesting individual may then request a conference with the Superintendent to present his/her concerns. If, after meeting with the Superintendent, the contesting individual is not satisfied with the Superintendent's response regarding the appropriateness of the instructional or supplemental material, he/she may appeal the Superintendent's decision to the Board. The Superintendent shall present the contesting individual's *Challenge to Instructional Material* form to the Board at the next regularly scheduled meeting along with the written responses to the challenge. The Board may elect, if it so chooses, to hear brief verbal presentations from the parties involved in the challenge.

The Board shall decide at that meeting or their next regularly scheduled meeting whether to retain the material, limit the availability of the material, or remove the material from the school. The Board's primary consideration in reaching its decision shall be the appropriateness of the material for its intended educational use.

Legal Reference: 20 USC 1232

Date Adopted: 08-14-2006

Last Revised: 07-13-2009, 2-15-2018

5.6F—REQUEST FOR RECONSIDERATION OF INSTRUCTIONAL OR SUPPLEMENTAL MATERIALS

Name: _____

Date submitted: level one _____ level two _____level three _____

Instructional material being contested:

_____

_____

Reasons for contesting the material (be specific):

_____

_____

What is your proposed resolution? _____

Signature of receiving principal_____

Signature of curriculum coordinator_____

Signature of Superintendent _____

Date Adopted: 08-14-2006

Last Revised:

5.7—SELECTION OF LIBRARY/MEDIA CENTER MATERIALS

The ultimate authority for the selection and retention of materials for the schools' media centers rests with the Board of Education which shall serve as a final arbiter in resolving a challenge to any media center materials. Licensed media center personnel shall make the initial selections in consultation with school and district licensed staff. Materials selected shall be in accordance with the guidelines of this policy.

The purpose of the schools' libraries/media centers is to supplement and enrich the curriculum and instruction offered by the District. Promoting the dialogue characteristic of a healthy democracy necessitates the maintenance of a broad range of materials and information representing varied points of view on current and historical issues. In the selection of the materials and resources to be available in each library/media center consideration will be given to their age appropriateness. Materials should be available to challenge the different interests, learning styles, and reading levels of the school's students and that will help them attain the District's educational goals.

Selection Criteria

The criteria used in the selection of media center materials shall be that the materials:

Support and enhance the curricular and educational goals of the district;
Are appropriate for the ages, learning styles, interests, and maturity of the schools' students, or parents in the case of parenting literature;
Contribute to the examination of issues from varying points of view and help to broaden students understanding of their rights and responsibilities in our society;
Help develop critical thinking skills;
Are factually and/or historically accurate, in the case of non-fiction works and/or serve a pedagogical purpose;
Have literary merit as perceived by the educational community; and
Are technically well produced, physically sound (to the extent appropriate), and represent a reasonably sound economic value.

Retention and Continuous Evaluation

Media center materials shall be reviewed regularly to ensure the continued appropriateness of the center's collection to the school's curriculum and to maintain the collection in good repair. Those materials no longer meeting the selection criteria, have not been used for a long period of time, or are too worn to be economically repaired shall be withdrawn from the collection and disposed of. A record of withdrawn media materials including the manner of their disposal shall be maintained for a period of three years.

Gifts

Gifts to the media centers shall be evaluated to determine their appropriateness before they are placed in any media center. The evaluation shall use the same criteria as for all other materials considered for inclusion in the media centers. Any items determined to be unacceptable shall be returned to the donor or disposed of at the

discretion of the media specialist. The media centers shall have a list of desired items to give to prospective donors to aid them in their selection of materials to donate.

Challenges:

The parent of a student affected by a media selection, a District employee, or any other resident of the district may formally challenge the appropriateness of a media center selection by following the procedure outlined in this policy. Complaints submitted by a student must be endorsed by the parent or guardian of the student. The challenged material shall remain available throughout the challenge process.

Before any formal challenge can be filed, the individual contesting (hereinafter complainant) the appropriateness of the specified item shall request a conference through the principal's office with a licensed media center employee. The complainant shall be given a copy of this policy and the *Request for Formal Reconsideration Form* prior to the conference. The meeting shall take place at the earliest possible time of mutual convenience, but in no case later than five (5) working days from the date of the request unless it is by the choice of the complainant.

In the meeting, the media specialist shall explain the selection criteria and how the challenged material fits the criteria. The complainant shall explain his/her reasons for objecting to the selected material. If, at the completion of the meeting, the complainant wishes to make a formal challenge to the selected material, he/she may do so by completing the *Request for Formal Reconsideration Form* and submitting it to the principal's office.

To review the contested media, the principal shall select a committee of five (5) or seven (7) people, consisting of the principal as chair and at least one media specialist, two community representatives and a teacher. Any remaining committee members shall be personnel with curriculum knowledge appropriate for the material being contested and representative of diverse viewpoints. The task of the committee shall be to determine if the challenged material meets the criteria of selection. No material shall be withdrawn solely for the viewpoints expressed within it and shall be reviewed in its entirety and not selected portions taken out of context.

The principal shall convene a meeting after a reasonable time for the committee members to adequately review the contested material and the *Request for Formal Reconsideration Form* submitted by the complainant. The complainant shall be allowed to present the complaint to the committee after which time the committee shall meet privately to discuss the material. The committee shall vote by secret ballot to determine whether the contested material shall be removed from the media center's collection. A member from the voting majority shall write a summary of the reasons for their decision. A notice of the committee's decision and the summary shall be given (by hand or certified mail) to the complainant.

If the decision is to not remove the material, the complainant may appeal the committee's decision to the district Board of Directors by filing a written appeal to the Superintendent within 5 working days of the committee's decision or of written receipt of the decision. The Superintendent shall present the original complaint and the committee's decision along with the summary of its reasons for its position plus a recommendation of the administration, if so desired, to the Board within 15 days of the committee's decision. The Board shall review the material submitted to them by the Superintendent and make a decision within thirty (30) of receipt of the information. The Board's decision is final.

Legal Reference: A.C.A. § 6-25-101 et seq.

Date Adopted: 08-14-2006

Last Revised:

5.7F—REQUEST FOR FORMAL RECONSIDERATION FORM

Name: _____

Date submitted: _____

Media Center material being contested:

_____

_____

Reasons for contesting the material. (Be specific about why you believe the material does not meet the selection criteria listed in policy *5.7—Selection of Library/Media Center Materials*):

_____

_____

What is your proposed resolution? _____

_____

_____

_____

Signature of receiving principal_____

Signature of Superintendent (if appealed) _____

Date Adopted: 08-14-2006

Last Revised:

5.8—USE OF COPYRIGHTED MATERIALS

Use of Copyrighted Work in Face-to-Face Classroom

The Board of Education encourages the enrichment of the instructional program through the proper use of supplementary materials. To help ensure the appropriate use of copyrighted materials, the Superintendent, or his designee, will provide district personnel with information regarding the "fair use" doctrine of the U.S. Copyright Code as detailed in the "Agreement on Guidelines for Classroom Copying in Not-for-Profit Educational Institutions with Respect to Books and Periodicals" and "Guidelines for Educational Uses of Music."[1]

Use of Copyrighted Works in Digital Transmissions

Definitions

"Class session"[2] means the length of time provided for students to access the materials necessary for the completion of course assignments and tests. Depending on the copyrighted work's overall importance to the course, which can vary from a single assignment to an entire course focusing on the copyrighted work, the class session will end on:

The date set by the teacher for an assignment to be submitted; or

The date on the school calendar for the end of classes.

"Course packs" are premade compilations of book excerpts; newspaper, magazine, and journal articles; and instructor-authored materials.

"Mediated Instructional activities" includes textbooks, workbooks, and course packs.

"Transmission" is the remote accessing, whether on or off campus, by students of a copyrighted work by means of a closed circuit television, an educational television channel, or in a digital format on a password protected secure webpage.[3]

The District recognizes that advances in technology have resulted in the need for guidelines for the use of copyrighted materials that are transmitted to students through a digital network. While the requirements to use a copyrighted work in a digital transmission have many similarities to those required to use a copyrighted work in a face-to-face classroom, Federal law places several additional requirements on the District's teachers, IT staff, and librarians for the use of a digitally transmitted copyrighted work. The District is dedicated to providing the tools necessary for teachers, IT staff, and librarians to meet these additional Federal requirements.

The District shall make sure the server where materials are stored is secured, whether the server is located locally or remotely.

The District's Informational Technologies staff shall develop the proper protocols and train teachers on their use in order to ensure:

The transmission of the copyrighted work is limited to only the students enrolled in the course;

Each student shall have a unique ID and password for accessing digital courses/materials[4]; or

Each course shall have a unique password to access course materials; and

The password to access the course materials shall be changed immediately following the close of the course.

To prevent students from retaining or further disseminating the copyrighted work for more than one class session;

The print function will be disabled;

A transparency shall be placed over any literary work, sheet music, or photograph;

Audio and video transmissions will be set to be streamed; and

The link to the webpage with a copyrighted work shall be deactivated at the end of the applicable class session.

Teachers who wish to provide copyrighted works to students through a digital transmission as part of a digital course as well as teachers wishing to supplement a face-to-face classroom course with a digital transmission must meet applicable copyright statutes and policy 5.11—DIGITAL LEARNING COURSES as well as the following requirements in order to use a copyrighted work:

The use of the copyrighted work(s), whether in whole or in part, must be a part of regular classroom instruction and must be directly related and of material assistance to the course content;

The extent of a copyrighted work that is used must comply with one or more of the following criteria:

The entirety of a non-dramatic literary or musical work may be used. A non-dramatic literary work includes poems and short stories. A non-dramatic musical work covers all music that is not part of an opera or musical and does not cover the use of the music video format of a song.

Dramatic literary and musical works as well as videos may only be used in limited portions. Dramatic literary and musical works may only be used in the same amount as set forth in the requirements for a face-to-face classroom while videos, including music videos, may only have the portion used that is directly related to the subject of the class session and may not be transmitted in their entirety.

Still images or slides that a teacher would have used in the ordinary course of a face-to-face classroom session on a projector or a transparency may be used in a transmission.

Works primarily produced or marketed for use in the digital education market may not be transmitted.

Works the teacher had knowledge or reasonably believes to be unlawfully made or acquired may not be used.

Mediated Instructional activities may not be transmitted.

A statement that works may be subject to copyright shall be placed in at least one of the following areas to provide notice to students of copyright status:[5]

Course syllabus;

Home webpage for the course;

Webpage for the particular class session; and/or

webpage with the copyrighted work.

The teacher and the District librarian shall work together when making digital copies of copyrighted work from physical or analog versions and shall fulfill the following requirements:

I. The amount converted is only the amount allowed by law; **and**

II. The District has no digital copy of the copyrighted work available; **or**

The District's digital copy of the copyrighted work that is available has technological protections that prevent the use of the copyrighted work in the manner prescribed by law.

The District will not be responsible for any employee violations of the use of copyrighted materials.

Notes: A useful checklist for Districts to use to help ensure compliance with Federal copyright laws can be found at http://library.uncc.edu/copyright/TEACH/teachtools.

[1] Copies of the documents are available on the Policy resources page at Http://arsba.org/policy-resources.

[2] No current law or regulation provides a definition for "class session". Unfortunately, the traditional meaning of a class session or a class period is impossible to apply to digital courses. Students have the option to digitally access course materials anytime during the day, may not be required to spend a certain period of time for a given course each day, and may complete course assignments at a time when the district is closed. Also, a class session cannot be based on a student's logging in to access course materials as there are many valid reasons that would require a student to log in multiple times to complete an assignment. For now, we don't know of any way to avoid the vagueness of the term and the intricacies of legally implementing it.

[3] While we recognize the definition of "transmission" appears backwards from a traditional definition, it has been used in this policy because that is its statutory meaning. It actually refers to when students **access** something instead of referring to something being **sent** to students.

There is an important distinction in this policy between a **website** and a **webpage**. A website consists of one or more webpages all kept on the same domain while a webpage is a single place on a domain. Federal law requires reasonable measures be taken to prevent unauthorized access to copyrighted works. Therefore, districts have to ensure that any "transmission" in a digital format is by means of a password protected secure webpage. The easiest method for restricting access is by requiring users to enter a password; this does not mean that a password must be entered to access each copyrighted work. When the copyrighted work is accessed by selecting a particular webpage from a website, students should only be required to enter a password to access the website and not each individual webpage. If the webpage with the copyrighted work is reached from the district's website, then students should be required to enter a password to access the specific webpage. In short, the password

should apply to the largest point of entry. Note that there are times when a non-district website would be a single webpage. Unfortunately, other than forbidding teachers from doing it, the district would have no control over the requiring of a password to access a website/webpage that is disconnected from both the district site and the digital course sites that is not a website created by the teacher. There would be nothing the school could do if someone disconnected from the school posted a copyrighted work to the web and the teacher provided a link to students.

[4] This does not require students to have a different ID or password for each digital course the student is enrolled in.

[5] It is not required that a posting of copyright notice appear in multiple places but is highly recommended. The more times the notice appears the harder it is for someone to claim to not have seen it.

Cross Reference: 5.11—DIGITAL LEARNING COURSES

Legal Reference: 17 USCS § 101 to 1010(Federal Copyright Law of 1976)

Date Adopted: 8-14-2006

Last Revised: 7-14-2014, 2-25-2016

5.9—COMPUTER SOFTWARE COPYRIGHT

The District shall observe copyright laws governing computer software reproduction. Unless specifically allowed by the software purchase agreement, the Copyright Act allows the purchaser of software to:

Make one copy of software for archival purposes in case the original is destroyed or damaged through mechanical failure of a computer. However, if the original is sold or given away, the archival copy must be destroyed;

Make necessary adaptations to use the program; and/or

Add features to the program for specific applications. These improvements may not be sold or given away without the copyright owner's permission.

The District shall abide by applicable licensing agreements before using computer software on local-area or wide-area networks.

Legal Reference: 17 USC § 117 Amended Dec. 12, 1980

Date Adopted: 08-14-2006

Last Revised:

5.10—RELIGION IN THE SCHOOLS

The First Amendment of the Constitution states that "Congress shall make no law respecting the establishment of religion, or prohibiting the free exercise thereof…" As the Supreme Court has stated (*Abington School District v, Schempp*, 374 U.S. 203) the Amendment thus, "embraces two concepts—freedom to believe and freedom to act. The first is absolute but, in the nature of things, the second cannot be." Therefore, it is the Board's policy that the school system, as an agency of the government, shall be neutral in matters regarding religion and will not engage in any activity that either advocates or disparages religion. The District shall assume no role or responsibility for the religious training of any student.

The need for neutrality does not diminish our school system's educational responsibility to address the historical role of religion in the development of our culture. Since we live in a diverse society, the District's goal shall be to address the subject of religion objectively in such a way that it promotes an understanding of, and tolerance for, each other's religious or non-religious views.

Discussions concerning religious concepts, practices, or disciplines are permissible when presented in a secular context in their relation to an inclusive study of religion or to the study of a particular region or country. The discussions shall be such that they are objective and academically informational and do not advocate nor denigrate any particular form of religious practice

Accommodation will be considered for those portions of instructional activities in the schools that unduly burden a student's sincere religious belief provided such accommodation doesn't amount to a significant change in curriculum, program, or course of instruction and when it is possible that a substitution of equally rigorous material that advances the same instructional goals can be arranged. Parents and students are advised that such accommodations are easier to grant when the objection is to non-state mandated Framework material than if the material is required by the Frameworks.

A student or the student's parent can request the student's teacher accommodate the student's objection based on a religious belief to an instructional activity. Any such request must be made at least 25 school days prior to the assignment's due date. Any objection must be raised in accordance with this policy's requirements or it will not be considered.[1]

Upon receiving such a request, the student's teacher shall determine within five (5) work days if an accommodation is possible under the provisions of this policy. If the teacher decides an accommodation cannot be made or if the student or the student's parent believes the accommodation to be unreasonable, the student or the student's parent may request a conference with the teacher and the teacher's principal. A requested conference will occur at a time of mutual convenience, but no later than five (5) working days following the request. The principal shall have five (5) working days in which to make a decision on the appeal. If the student, the student's parent, or the teacher is unsatisfied with the principal's decision, it may be appealed to the District Superintendent who shall convene a conference between the student, the parent and the teacher. The requested conference will occur at a time of mutual convenience, but no later than five (5) working days following the request. The Superintendent shall have five (5) working days in which to make a decision on the appeal which shall be final with no further right of appeal.

The teacher in charge of each classroom may, at the opening of school each day, conduct a brief period of silence with the participation of all students in the classroom who desire to participate.*

Students and employees may engage in personal religious practices, such as prayer, at any time, and shall do so in a manner and at a time so that the educational process is not disrupted.

*Legal Reference: A.C.A. § 6-10-115

Date Adopted: 08-14-2006

Last Revised: 06-11-2012

5.11—DIGITAL LEARNING COURSES

Definitions
For the purposes of this policy
"Blended Learning" is education in which instruction and content are delivered through supervised instruction in a classroom and online delivery of instruction with some element of student control over time, place, path, or pace.

"Digital Learning" means a digital technology or internet-based educational delivery model that does not rely exclusively on compressed interactive video (CIV). Digital learning includes online and blended learning.

"Instructional Materials" means:
Traditional books, textbooks, and trade books in printed and bound form;
Activity-oriented programs that may include:
Manipulatives;
Hand-held calculators;
Other hands-on materials; and
Technology-based materials that require the use of electronic equipment in order to be used in the learning process.

"Online Learning" is education in which instruction and content are delivered primarily over the Internet. The term does not include print-based correspondence education, broadcast television or radio, videocassettes, compact disks and stand-alone educational software programs that do not have a significant Internet-based instructional component.

"Public School Student Accessing Courses at a Distance" means a student who is scheduled for a full course load through the District and attends all classes virtually.

Digital Course Offerings
The District shall offer one or more digital learning course(s) through one or more District approved provider(s) as either a primary or supplementary method of instruction. The courses may be in a blended learning, online-based, or other technology-based format and shall be tailored to meet the needs of each student.

All digitally offered courses shall meet or exceed the State Board of Education's curriculum standards and requirements and be capable of being assessed and measured through standardized or local assessments. Additionally, the District shall ensure there is sufficient infrastructure to handle and facilitate a quality digital learning environment.

As an approved digital learning provider, the District shall annually determine what District created digital learning courses it will provide to our students.[1] The District may also choose to provide digital learning courses by contracting with outside providers of such courses, who have been pre-approved by the Division of Elementary and Secondary Education (DESE). The School Board shall determine the provider method or combination of methods for the District. The Superintendent shall ensure that all digital learning courses provided to District students, regardless of the source of the course, have been approved by DESE.

District created digital courses and any digital courses the district purchases from outside providers shall adhere to the guidelines for the use of digitally transmitted copyrighted materials set forth in Policy 5.8-USE OF COPYRIGHTED MATERIALS as well as applicable statutory requirements.

The District shall require all outside providers to incorporate Policy 5.8 as a condition of the service contract. Failure of the outside provider to abide by Policy 5.8 shall constitute a breach of contract and the outside provider shall be responsible for any costs resulting from such breach.

A student may elect to take any or all of his/her scheduled courses digitally. The student's attendance in his/her digital course(s) shall be determined by the online attendance and time the student is working on the course rather than the student's physical presence at school.[2]

The District is responsible for providing all instructional materials for each student who enrolls in a District approved digital learning course.[3]

Regardless of any other provisions of this policy, the District may restrict a student's access to digital courses when the student's school principal determines the student's participation in such a course would not be academically appropriate based on the student's past performance in digital courses. Furthermore, the student's school principal may revoke a student's eligibility to continue taking a digital learning course if the student's performance during the semester indicates the student is not succeeding in the course.[4]

Notes: [1]The district is NOT required to provide its own digital learning courses, but doing so affords the most oversight of what content such courses contain and how the courses are taught. Note that should the district choose to offer digital courses to non-district students, the district will have to go through the same provider approval process as is required for all "outside" providers.

8.04 of DESE Rules Governing Distance and Digital Learning allows a student to take all courses virtually. In addition, 7.08 and 7.09 of the rules requires the student's attendance in a digital course be tracked by time spent and coursework completed rather than simply by the student's physical presence (or lack thereof) at school. There are times when a student's schedule may require that the student be assigned a period during the day for the student to work on a digital course; such a student would not be treated as being absent for that period if the student was not there to be physically counted so long as the student logged the appropriate amount of time and completed all assignments but the student may be in trouble for truancy depending on the circumstances.

Example: A ninth (9th) grade student elects to take one course digitally. The other courses the student takes are scheduled for first (1st), second (2nd), fourth (4th), fifth (5th), and sixth (6th) periods and the student has a study hall during seventh period (7th). Because the student is too young to check out for third (3rd) period, the student is

assigned third (3rd) period to work on the digital course. If the student goes to the gym one day during third (3rd) period instead of the classroom where the student is supposed to be, the student would be truant but would not be absent so long as the student logged the appropriate amount of time and turned in any necessary assignments.

[3] This sentence is based on the statutory definition of "instructional materials". The statute further provides that the instructional materials shall be provided at no cost to students for all subjects taught.

[4] While digital learning offers great promise for engaging students, it also requires maturity and study skills that will not work for some students. The intention of the paragraph is to leave the initial digital enrollment open to previously poor and/or disengaged students who might thrive in a digital format, and yet still give the principal the authority to intervene when it's in the student's best interest.

Cross References: 4.7—ABSENCES
4.45—SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS FOR THE CLASS OF 2020
4.45.1—SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS FOR THE CLASS OF 2021 AND THEREAFTER
5.8—USE OF COPYRIGHTED MATERIALS

Legal References: A.C.A. § 6-16-1401 et seq.
DESE RULES GOVERNING DISTANCE AND DIGITAL LEARNING

Date Adopted: 7-14-2014

Last Revised: 7-11-2016, 6-6-2017, 6-4-2019

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5.12—COMPUTER SCIENCE INTERNSHIPS AND INDEPENDENT STUDY BOARD VOTED TO OMIT THIS POLICY ON 7-10-2017 & 6-17-2019.

5.13—REMEDIATION

The Beebe School District shall offer remediation programs during the school year to those students not performing at grade level.

Legal Reference: A.C.A. § 6-16-704

Date Adopted: 08-14-2006

Last Revised:

5.14—HOMEWORK

Homework is considered to be part of the educational program of the District. Assignments shall be an extension of the teaching/learning experience that promotes the student's educational development. As an extension of the classroom, homework must be planned and organized and should be viewed by the students as purposeful.

Teachers should be aware of the potential problem students may have completing assignments from multiple teachers and vary the amount of homework they give from day to day.

Parents shall be notified of this policy at the beginning of each school year.

Date Adopted: 8-14-2006

Last Revised: 7-23-2007, 6-28-2018

5.15—GRADING

Parents legal guardians, persons having lawful control of a student, or persons standing in loco parentis shall be kept informed concerning the progress of their student. Parent-teacher conferences are encouraged and may be requested by parents, guardians, persons having lawful control of a student, persons standing in loco parentis or teachers. If the progress of a student is unsatisfactory in a subject, the teacher shall attempt to schedule a parent-teacher conference. In the conference, the teacher shall explain the reasons for difficulties and shall develop, cooperatively with the parents, a plan for remediation, which may enhance the probability of the student succeeding. The school shall also send timely progress reports and issue grades for each nine – (9) week grading period[1] to keep parents/guardians informed of their student's progress.

The evaluation of each student's performance on a regular basis serves to give the parents/guardians, students, and the school necessary information to help effect academic improvement. Students' grades shall reflect only the extent to which a student has achieved the expressed educational objectives of the course.

The grades of a child in foster care shall not be lowered due to an absence from school due to:[2]

A change in the child's school enrollment;
The child's attendance at a dependency-neglect court proceeding; or
The child's attendance at court-ordered counseling or treatment.

The grading scale for all schools in the district shall be as follows.:
A =100 – 90
B=89–80
C=79–70
D = 69-60
F = 59 and below

For the purpose of determining grade point averages, the numeric value of each letter grade shall be:
A = 4 points
B = 3 points
C = 2 points
D = 1 point
F = 0 points

The grade point values for Advanced Placement (AP), approved courses for weighted credit, International Baccalaureate (IB), and approved honor courses shall be one (1) point greater than for regular courses with the exception that an F shall still be worth zero (0) points. A = 5 points
B = 4 points
C = 3 points
D = 2 points
F = 0 points

The final grades of students who transfer in for part of a semester will be determined by blending the grades earned in the district with those earned outside the district. Each final grade will be the sum of the percentage of days in the grading period transferred from outside the district times the transferred grade from outside the district plus the percentage of days in the grading period while in the district times the grade earned in the district.

For example: The grading period had forty (40) days. A student transferred in with a grade of eighty-three percent (83%) earned in ten (10) days at the previous school. The student had a grade of seventy-five percent (75%) in our district's school earned in the remaining thirty (30) days of the grading period. Ten (10) days is twenty-five percent (25%) of forty (40) days while thirty (30) days is seventy-five percent (75%) of forty (40) days. Thus the final grade would be (0.25 X 83) + (0.75 X 75) = 77%.

Notes: [1] For districts on a 4x4 block schedule the grading period should be adjusted.

[2] A.C.A. § 9-28-113(f) makes this requirement, but does not offer any statutory solution. Presumably, class work missed due to a foster child's absence for the listed reasons would fall under the same parameters for making up missed assignments or tests as any other absence. As such, a foster child's grades could be affected by how well the child does in making up their missed assignments or tests, but not merely because the child missed school for cause.

Legal References: A.C.A. § 6-15-902
A.C.A. § 9-28-113(f)
Standards for Accreditation 5-A.1
Division of Elementary and Secondary Education Rules and Governing Uniform Grading Scales for Public Secondary Schools

Date Adopted: 08-14-2006

Last Revised: 7-13-2009, 7-11-2016, 6-28-2018, 6-17-2019

5.16—COMPUTER SCIENCE COURSE PREREQUISITES AND PROGRESSION

Traditional Progression

A student who has not previously received a computer science credit may elect to take an introductory level computer science course. A student who passes a computer science course level is eligible to take the next level computer science course in the same computer science course emphasis.

Alternative Progression

A student who does not have credit for any computer science course, the introductory level computer science course for the particular computer science emphasis, or the preceding level course for the computer science emphasis may be placed in a computer science course based on any combination of the following factors. [1]

The student's grade point average;
Recommendation from the student's teacher(s);
Completion of computer science internships or independent studies;
Demonstration of previous computer science work by the student; or
Proficiency report from a computer science proficiency evaluation tool.[2]

Notes: [1]This is not intended to be an all-inclusive list of what may be considered when determining at what computer science course level a student should be placed.

[2] The Division of Elementary and Secondary Education and Virtual Arkansas have developed a computer science proficiency tool that districts may use.

Cross Reference: 5.12—COMPUTER SCIENCE INTERNSHIPS AND INDEPENDENT STUDIES

Legal References: Arkansas Computer Science Standards for Grades 9-12
Commissioner's Memo COM-17-051

Date Adopted: 2-23-2017

Last Revised: 6-6-2017, 1-29-2019, 6-4-2019

5.17—HONOR ROLL AND HONOR GRADUATES

HONOR ROLL

Students in grades 5-6 who maintain a 4.0 or above grade point average (GPA) for the grading period will be recognized as honor roll students for that grading period. Students with a 3.0, but below 4.0 will be recognized as "B or Better" students. Semester grades will determine the honor roll at the end of each semester.

Students in grades 7-12 who maintain a 4.0 GPA for the grading period will be recognized as honor roll students for that grading period. Students with a 3.0, but below 4.0 will be recognized as "B or Better" students. Nonacademic courses are not included in figuring the honor roll, but a student must make at least a 70% in those classes to qualify. Semester grades will determine the honor roll at the end of each semester.

HONOR GRADUATES

Students who have successfully completed the minimum core of courses recommended for preparation for college as defined by the State Board of Higher Education and the State Board of Education and have a cumulative GPA of 3.25 or 3.99 in the Core Curriculum will be designated as honor students. A student who has maintained a 4.0 GPA or above in the Core Curriculum will be considered graduating with highest honors. The GPA shall be derived from courses taken in public schools in grades nine (9) through twelve (12).

VALEDICTORIAN AND SALUTATORIAN

In order to be eligible for the two top honors in commencement, a student must have completed the last two years of his/her high school work at Beebe High School and must have completed the honor graduate requirement. Valedictorian and Salutatorian will be announced when the grades are final.

Legal References: A.C.A. § 6-18-101 (a) (1)
A.C.A. § 6-18-101 (a) (2)
A.C.A. § 6-18-101 (b)
A.C.A. § 6-18-101(e)
A.C.A. § 6-61-217(a)

Date Adopted: 08-14-2006

Last Revised:

5.18—HEALTH SERVICES

The Board believes that healthy children promote a better learning environment, are more capable of high student achievement, and will result in healthier, more productive adults. Therefore, the goal of the District's health services is to promote a healthy student body. This requires both the education of students concerning healthy behaviors, as well as providing health care services to pupils.

While the school nurse is under the supervision of the school principal, the delegation of health care duties shall be in accordance with the Arkansas Nurse Practice Act and the Arkansas State Board of Nursing Rules Chapter Five: Delegation of Nursing Care.

Date Adopted: 08-14-2006

Last Revised: 6-17-2019

5.19— EXTRACURRICULAR ACTIVITIES – SEECONDARY

Policy Deleted - Language moved to new policy 4.56

This policy, 5.19.1 and the 7/24/13 version of 5.19.2 has been moved to the student section as new policies 4.56, 4.56.1, and 4.56.2. Policies 4.56 and 4.56.1 include additional language relating to the pushback against the Common Core State Standards that did not lend itself to a Section 5 policy. The consolidation of the policies into the student section should also make it easier for districts to work from the policy manual when generating your student handbooks. We will retain the number 5.19 as a place holder for future model policy use but shall not retain the titles of 5.19.1 and 5.19.2 in the 2014 Master Manual.

5.19.1—EXTRACURRICULAR ACTIVITIES – ELEMENTARY

Policy Deleted - Language moved to new policy 4.56.1

This policy, 5.19, and the 7/24/13 version of 5.19.2 have been moved to the student section as new policies 4.56, 4.56.1 and 4.56.2. Policies 4.56 and 4.56.1 include additional language relating to the pushback against the Common Core State Standards that did not lend itself to a Section 5 policy. The consolidation of the policies into the student section should also make it easier for districts to work from the policy manual when generating your student handbooks. We will retain the number 5.19 as a place holder for future model policy use but shall not retain the titles of 5.19.1 and 5.19.2 in the 2014 Master Manual.

5.19.2—EXTRACURRICULAR ACTIVITY ELIGIBILITY FOR HOME SCHOOLED STUDENTS

Policy Deleted – Language of the 7-24-13 version moved to new policy 4.56.2

The 7/14/13 version of this policy, 5.19 and 5.19.1 have been moved to the student section as new policies 4.56, 4.56.1, and 4.56.2. The 7/24/13 version of 5.19.2 is NOT the one included in the July 2013 CD because the CD went out in early July. Policies 4.56 and 4.56.1 include additional language relating to the pushback against the Common Core State Standards that did not lend itself to a Section 5 policy. The consolidation of the policies into the student section should also make it easier for districts to work from the policy manual when generating your student handbooks. We will retain the number 5.19 as a place holder for future model policy use but shall not retain the titles of 5.19.1, and 5.19.2 in the 2014 Master Manual.

5.19.2F— HOME SCHOOLED STUDENTS' LETTER OF INTENT TO PARTICIPATE IN AN EXTRACURRICULAR ACTIVITY

This form has been deleted.

This Form was deleted after it was blended into the revised 5.19.2 that was sent out on 7/24/13 triggered by the legislator revolt against our original policy. The 7/24/13 version of 5.19.2 is NOT the one included in the July 2013 CD because the CD went out in early July. The 7/24/13 version of 5.19.2 is available on the model policy website.

5.19.2F— HOME SCHOOLED STUDENTS' LETTER OF INTENT TO PARTICIPATE IN AN EXTRACURRICULAR ACTIVITY

This form has been deleted.

This Form was deleted after it was blended into the revised 5.19.2 that was sent out on 7/24/13 triggered by the legislator revolt against our original policy. The 7/24/13 version of 5.19.2 is NOT the one included in the July 2013 CD because the CD went out in early July. The 7/24/13 version of 5.19.2 is available on the model policy website.

7-14-2014

6-17-2019

5.20—DISTRICT WEB SITE

The Beebe School District shall maintain a web page to provide information about its schools, students, and activities to the community. This policy is adopted to promote continuity between the different pages on the district web site by establishing guidelines for their construction and operation.

The Beebe School District web site shall be used for educational purposes only. It shall not create either a public or a limited public forum. Any link from any page on the District's site may only be to another educational site.[1] The web site shall not use "cookies" to collect or retain identifying information about visitors to its web site nor shall any such information be given to "third parties." Any data collected shall be used so. lely for the purpose of monitoring site activity to help the district improve the usefulness of the site to its visitors.[2]

Each school's web page and the District's web site shall be under the supervision of the District's Web Master. He/She shall have the responsibility for ensuring that web pages meet appropriate levels of academic standards and are in compliance with these guidelines and any additional administrative regulations. To this end the District and School Web Master shall have the authority to review and edit any proposed changes to web pages to ensure their compliance with this policy. All such editing shall be viewpoint neutral.

District and school web pages shall also conform to the following guidelines.

All pages on the District's web site may contain advertising and links only to educational sources.

The District's home page shall contain links to existing individual school's web pages and the school home pages shall link back to the District's home page. The District's home page may also include links to educational extracurricular organization's web pages which shall also link back to the District's home page.

Photos and other identifying information such as student's name, address, home phone number, and parent's name shall only be posted on web pages after receiving written permission from the student's parents or the student if under the age of eighteen (18).[3]

The District's web server shall host the Beebe School District's website.[4]

No web page on the District web site may contain public message boards or chat rooms.

All web pages on the District web site shall be constructed to download in a reasonable length of time.

The District's home page shall contain a link to a privacy policy notice which must be placed in a clear and prominent place and manner.[5]

With the exception of students who may retain the copyright of material they have created that is displayed on a District web page, all materials displayed on the District website are owned by Beebe School District.

Included on the District's web site shall be:[6]

Local and state revenue sources;
Administrator and teacher salary and benefit expenditure data;
District balances, including legal balances and building fund balances;
Minutes of regular and special meetings of the school board;
The district's budget for the ensuing year;
A financial breakdown of monthly expenditures of the district;
The salary schedule for all employees including extended contract and supplementary pay amounts;
Current contract information (not including social security numbers, telephone numbers, personal addresses or signatures) for all district employees;
The district's annual budget;
The annual statistical report of the district;
The district's personnel policies;
The annual School Performance Report[7];
School-Level Improvement Plans[8];
The School District Support Plan[8];
Student discipline policies;
Student services plan;
The District financial policies;
Student handbooks;
The Annual Report to the Public; and
The parent, family, and community engagement plan;
The Immunization waiver report from Policy 4.57—IMMUNIZATIONS.

The information and data required for items A through K in 9 above shall be the actual data for the previous two (2) school-years and the projected data for the current school-year.

Before July 15 of each year, the District shall post on its website the following information:[8]

The dyslexia intervention programs used during the previous school year that were specifically responsive to assisting students with dyslexia;
The number of students during the previous school year who received dyslexia intervention; and
The total number of students identified with dyslexia during the previous school year.

The District and school webmasters are responsible for ensuring all District webpages meet required standards to be accessible to individuals with disabilities.

Notes: [1]A link to either a non-educational web site or advertising from non-educational sources establishes your web site as a limited open forum which would require you to allow links and advertising to other non-educational sources unless you could demonstrate that they could be disruptive to your educational environment.

[2] Collection of data from individuals under the age of thirteen (13) makes compliance with the Children's Online Privacy Protection Act (COPPA) more difficult and cumbersome. It's simply easier to have your policy state that you will collect no data on site visitors.

[3] This relates to the Family Educational Rights and Privacy Act (FERPA). Directory Information as defined by FERPA (see policy 4.13) allows for the release of a student's name, address, and phone number, but because of the potential for significantly greater exposure of the Internet than exists in print media, ASBA recommends limiting the release of Directory Information on the Internet to a student's photo along with their name only **after** receiving written parental permission, or the student's permission if the student is over the age of eighteen (18). Although it has not been definitively established by the U.S. Supreme Court, the vast increase in exposure offered by the Internet appears to dictate a more restrictive policy regarding the release of Directory Information as it relates to the Internet.

[4] If you choose to have your district's web site hosted by a server separate from your district make sure that they are willing to abide by the requirements of this policy, especially the advertising requirements.

[5] See policy 5.20.1

[6] **"**A" through "K" are required by A.C.A. § 6-11-129.

[7] The annual school performance report here refers to the reports required under both A.C.A. § 6-15-1402 and A.C.A. § 6-15-2101. Districts are required to provide a printed copy of the school performance report to an individual upon request; however, districts are no longer required to have the school performance report printed in the newspaper.

[8]The school-level improvement plans are required to be posted to the website by August 1 of each year. The school district support plans must be posted by the earlier of September 1 or within ten (10) days of the plan being submitted to DESE. If the district's school district support plan must be approved by DESE, then the posting to the website must include the date the plan was approved by DESE. Any amendments to the school district support plan must be posted to the website in addition to the original plan.

[9] A.C.A. § 6-41-611 states that a district who fails to meet the dyslexia screening and intervention requirements may be placed in probationary status. If the district is placed in probationary status, the district is required to post to the district website that the district was placed in probationary status and why.

Cross Reference: 4.57--IMMUNIZATIONS
5.2—PLANNING FOR EDUCATIONAL IMPROVEMENT

Legal References: A.C.A. § 6-11-129
A.C.A. § 6-15-1402
A.C.A. § 6-15-2006
A.C.A. § 6-15-2101
A.C.A. § 6-15-2914

A.C.A. § 6-41-606
A.C.A. §6-41-611

DESE rules Governing How to Meet the Needs of Children with Dyslexia
DESE Rules Governing the Arkansas Educational Support and Accountability Act
Standards for Accreditation 12.02, 1-B.2, 2-B.1, 2-H.2, 3-A.1, 3-A.2, 3-A.9, 3-B.1
20 U.S.C. § 1232 g
15 U.S.C. § 6501 (COPPA)

Date Adopted: 08-14-2006

Last Revised: 07-18-2011, 6-8-2015, 6-19-2017, 6-28-2018, 6-17-2019

5.20.1—WEBSITE PRIVACY POLICY*

The Beebe School District operates and maintains a website for the purpose of informing the citizens of the district about its activities. The website does not use "cookies" or ISP addresses to collect or retain personally identifying information about visitors to its website nor is any such information given to "third parties." Any data collected is used solely for the purpose of monitoring site activity to help the district improve the usefulness of the site to its visitors.

The site serves no commercial purpose and does not collect any information from individuals for such purpose.

Photographs of students, when associated with the student's name, shall not be displayed on any page of the district's website without the prior written consent of the parent (or the student if 18 or older).

The site provides for email communication between the District and individuals for the purpose of exchanging information regarding the District and its activities or between teachers and their students. The site may also provide for password protected communication between the District and its staff.[1]

Notes: [1] Include the portions of this paragraph that apply to your district.

The language contained in both this Privacy Policy and the District Website policy has been carefully constructed with relation to the requirements of the Family Educational Rights and Privacy Act (FERPA) and the Children's Online Privacy Protection Act (COPPA). COPPA relates to the collection and dissemination of personally identifying information from children under the age of 13 from a website where such website or online service is operated for commercial purposes. The policies are also aimed at helping you avoid having your web site become a limited open forum. Establishing a limited open forum as it relates to the Internet would obligate your district to permit links from your site to essentially any other site unless you can demonstrate that a site could be disruptive to your educational environment. Before changing parts of either policy, ASBA urges you to call us for an opinion.

Legal Reference: 15 U.S.C. § 6501 (COPPA)

Date Adopted: 8-14-2006

Last Revised: 8-11-2008, 6-28-2018

5.20 F1—PERMISSION TO DISPLAY PHOTO OF STUDENT ON WEB SITE

I hereby grant permission to the Beebe School District to display the photograph or video clip of me/my student (if student is under the age of eighteen {18}) on the District's web site, including any page on the site, or in other District publications without further notice. I also grant the Beebe School District the right to edit the photograph or video clip at its discretion.

The student's first name and first initial of his/her last name may be used in conjunction with the photograph or video clip. It is understood, however, that once the photograph or video clip is displayed on a web site, the District has no control over how the photograph or video clip is used or misused by persons with computers accessing the District's web site.

I (we) agree to defend and hold harmless the members of the Beebe School Board, the Beebe School District, its officers, employees, agents, successors and assignees from and against any and all claims and liabilities resulting from displaying my/my student's photograph or video clip.

_____
Name of student (Printed)

_____
Signature of student (only necessary if student is over 18)

_____
Signature of parent (required if student is under 18)

_____
Date

5.20 F2—PERMISSION TO DISPLAY STUDENT INFORMATION ON WEB SITE

I hereby grant permission to the Beebe School District to display my/my student's name (if student is under the age of eighteen {18}) in conjunction with my/my student's home address, email address, telephone number, and/or my parents' names

It is understood, however, that once the information is displayed on a web site, the District has no control over how the information is used or misused by persons with computers accessing the District's web site.

I (we) agree to defend and hold harmless the members of the Beebe School Board, the Beebe School District, its officers, employees, agents, successors and assignees from and against any and all claims and liabilities resulting from displaying my/my student's specified information.

_____
Name of student (Printed)

_____
Signature of student (only necessary if student is over 18)

_____
Signature of parent (required if student is under 18)

_____
Date

5.21—ADVANCED PLACEMENT, INTERNATIONAL BACCALAUREATE, and HONORS COURSES

Students in grades 7-12 who take advanced placement (AP) courses, International Baccalaureate (IB) courses, honors or concurrent credit college courses[1] or other courses approved for weighted credit by the Division of Elementary and Secondary Education (DESE) shall be graded according to the following schedule.

A =100 – 90
B=89–80
C=79–70
D = 69-60
F = 59 and below

For the purpose of determining grade point averages, the numeric value of each letter grade shall be

A = 5 points
B = 4 points
C = 3 points
D = 2 point
F = 0 points

For a student to be eligible to receive weighted credit for an AP, or IB course:

The course must be taught by an Arkansas licensed teacher who has received the appropriate training required by Arkansas statute and DESE Rule or, for an AP teacher, is in the process of completing an Additional Training Plan; and

The student takes the applicable AP or IB examination after completing the entire course. Credit shall be given for each grading period during the course of the year, but shall be retroactively removed from a student's grade for any course in which the student fails to take the applicable exam. Students who do not take the applicable exam shall receive the same numeric value for the grade he/she receives in the course as if it were a non-AP or IB course.[2]

"Honors Courses" are those courses that have been approved by DESE as honors courses. Honors courses must stress higher order learning and be offered in addition to curriculum offerings required by the Standards for Accreditation.

Students who transfer into the district will be given weighted credit for the AP courses,; IB courses,; honors or concurrent credit college courses;[1] and other courses approved by DESE for weighted credit that were taken for weighted credit at his/her previous school(s) according to the preceding scale.

Notes: [1] If your board has not chosen to adopt a policy allowing high school students to take college courses for weighted credit (as provided by A.C.A. § 6-15-902(c)(5)(A) remove "and concurrent college courses.."

[2] A.C.A. § 6-15-902(c)(2)(B) and the AP Rules (3.11) stipulate that students must take the applicable AP exam to receive weighted credit for the course. Because the state now pays the total cost of the AP exams and the student's score on the exam does not affect the student's grade for the course, students can reasonably be expected to take the test. By standardizing the timing of awarding weighted credit across Arkansas, all students will be on a level playing field regarding their GPA for college applications.

Legal References: DESE Rules and Regulations Governing Uniform Grading Scales for Public Secondary Schools
DESE Rules for Advanced Placement and International Baccalaureate Diploma Incentive Program
A.C.A. § 6-15-902
A.C.A. § 6-16-806

Date Adopted: 08-14-2006

Last Revised: 4-8-2013, 6-17-2019

5.22—CONCURRENT CREDIT

A ninth (9TH) through twelfth (12TH) grade student who successfully completes a college course(s) from an institution approved by the Division of Elementary and Secondary Education (DESE) shall be given credit toward high school grades and graduation at the rate of one (1) high school credit for each three (3) semester hours of college credit. Unless approved by the school's principal, **prior to enrolling for the course,** the concurrent credit shall be applied toward the student's graduation requirements as an elective.

As permitted by the DESE Rules Governing Concurrent College and High School Credit, a student who takes a three (3) -semester hour remedial/developmental education course shall receive a half (1/2) credit for a high school career focus elective. be the equivalent of one-half unit of credit for a high school career focus elective. The remedial/developmental education course cannot be used to meet the core subject area/unit requirements in English and mathematics.

Participation in the concurrent high school and college credit program must be documented by a written agreement between:

The student;

The student's parent(s) or legal guardian(s) if the student is under the age of eighteen (18);

The District; and

The publicly supported community college, technical college, four-year college or university, or private institution the student attends to take the concurrent credit course.

Students are responsible for having the transcript for the concurrent credit course(s) they've taken sent to their school in order to receive credit for the course(s). Credit for concurrent credit courses will not be given until a transcript is received. Students may not receive credit for the course(s) they took or the credit may be delayed if the transcripts are not received at all or in a timely manner; this may jeopardize students' eligibility for extracurricular activities or graduation.

Students will retain credit earned through the concurrent credit program that was applied toward a course required for high school graduation from a previously attended, accredited, public school.

A student eligible to receive free or reduced price meals shall not be responsible for any of the costs for the student's first six (6) concurrent credit hours so long as the concurrent credit courses are taught on the District grounds and by a teacher employed by the District.[2] Any and all costs of concurrent credit courses beyond the six (6) hours permitted, that are not taught on the District's campus, or are not taught by a teacher employed by the District are the responsibility of the student. Students who are not eligible to receive free or reduced price meals are responsible for any and all costs associated with concurrent credit courses.

Notes: A.C.A. § 6-18-232 prohibits a private school or home schooled student who is attending a concurrent credit course through the district under Policy 4.59 from being charged for the concurrent course unless the district also charges the district's students for concurrent credit courses.

[1] If your district has other repercussions that would apply for failure to receive credit for a course, enter them here.

This paragraph is not mandatory, but would put the responsibility on the student for getting his/her transcripts to you.

[2] The cost of the six (6) concurrent credit hours may be paid by the District, the institution of higher education, or through a cost sharing agreement between the District and the institution of higher education.

Cross Reference: 4.59—ACADEMIC COURSE ATTENDANCE BY PRIVATE SCHOOL AND HOME SCHOOLED STUDENTS

Legal References: A.C.A. § 6-15-902(c)(2)
A.C.A. § 6-16-1201 et seq.
A.C.A. § 6-18-232
DESE Rules Governing Concurrent College and High School Credit for Students Who Have Completed the Eighth Grade

Date Adopted: 8-14-2006

Last Revised: 7-23-2007, 4-8-2013, 7-10-2017, 6-17-2019

5.24—STUDENT PARTICIPATION IN SURVEYS

Section One: No student shall be required to submit to a survey, analysis, or evaluation which is administered or distributed by a school, and is funded in whole or in part by any program administered by the U.S. Department of Education without the prior written consent of the parent/guardian that reveals information concerning the following:

political affiliations;
mental and psychological problems potentially embarrassing to the student or his family;
sex behavior and attitudes;
illegal, anti-social, self-incriminating, and demeaning behavior;
critical appraisals of other individuals with whom respondents have close family relationships;
legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
religious practices, affiliations, or beliefs of the student or student's parent; or
income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Section Two: No surveys shall be administered without the prior approval of the school principal. Any survey created by a third party, or funded, in whole or in part, as part of any US Department of Education administered program, containing one or more of the eight categories listed above shall be available to be inspected by a student's parent/guardian before the survey is administered or distributed by a school to a student. Parents/guardians shall have the right to deny permission for their child to participate in the taking of the survey. The school shall not penalize students whose parents/guardians exercise this option. The school shall take reasonable precautions to protect students' privacy during their participation in the administration of any survey, analysis, or evaluation containing one or more of the eight categories listed above.

Section Three: Parents or guardians wishing to inspect a survey, analysis, or evaluation shall be able to so in the administrative office of the administering school where the surveys shall be available for inspection for a period of ten (10) days (regular school days when school is in session) after the notice of intent to administer the survey is sent. Included in the notice shall be information regarding how the survey or questionnaire will be administered; how it will be utilized; and the persons or entities that will have access to the results of the completed survey or questionnaire. Parents may refuse to allow their student to participate before or after reviewing the survey or questionnaire.

The requirements of sections one, two, and three of this policy do not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (IDEA).

Section Four: Prior written parental permission is required before any survey or questionnaire (not including tests mandated by state or Federal law or regulation and standardized scholastic achievement tests) is administered to a student the responses to which are to be provided to a person or entity other than another public school, school district, or any branch of the Federal Government and which requests or requires a student to provide any of the eight (8) categories of information listed above and/or the following;

A student's name;

The name of the student's parent or member of the student's family;

The address, telephone number, or email address of a student or a member of a student's family;

A personal identification number, such as a social security number, driver's license number, or student identification number of a student or a member of the student's family;

Any information, the disclosure of which is regulated, or prohibited by any other state or federal law or regulation.

The rights provided to parents under this policy transfer to the student when he/she turns 18 years old.

Notes: This policy is to be developed in conjunction with parents.

Parents must be "directly" notified of this policy, at least annually at the beginning of the school year, and within a reasonable period of time after any substantive change in the policy and include in the notice the specific or approximate dates (to the extent known) during the school year when these activities are scheduled.

Legal Reference: 20 USC § 1232h (a), (b), (c) [NCLB Act of 2001, Part F, Section 1061 (c) (1)(A)(i)(ii)(B), (2)(A)(i)(ii)(B)(C)(ii), (5)(A)(ii)(B), (6)(C)(F)(G)] ACA § 6-18-1301 et seq.

Date Adopted: 08-14-2006

Last Revised:

5.24F1—OBJECTION TO PARTICIPATION IN SURVEYS, ANALYSIS, OR EVALUATIONS

I, the undersigned, being a parent or guardian of a student, or a student eighteen (18) years of age or older, hereby note my objection to participation by the student named below in the following survey, analysis, or evaluation.

I choose not to have my student participate in the following survey, analysis, or evaluation.

Name of specific survey _____

____All surveys

_____
Name of student (Printed)

_____
Signature of parent (or student, if 18 or older)

_____
Date form was filed (To be filled in by office personnel)

5.24F2—PERMISSION TO PARTICIPATE IN A SURVEY, ANALYSIS, OR EVALUATION

I, the undersigned, being a parent or guardian of a student, or a student eighteen (18) years of age or older, hereby grant my permission for the student named below to participate in the following survey, analysis, or evaluation.

Name of survey _____

_____
Name of student (Printed)

_____
Signature of parent (or student, if 18 or older)

_____
Date form was filed (To be filled in by office personnel)

5.25—MARKETING OF PERSONAL INFORMATION

The Beebe School District shall not collect, disclose, or use personal information for the purpose of marketing or for selling that information or to otherwise provide that information to others for that purpose.

Personal information is defined, **for the purposes of this policy only**, as individually identifiable information including

a student or parent's first and last name,
a home or other physical address (including street name and the name of the city or town),
telephone number, and
social security identification number.

The district may collect, disclose, or use personal information that is collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions such as the following:

College or other postsecondary education recruitment, or military recruitment;
Book clubs, magazines, and programs providing access to low cost literary products;
Curriculum and instructional materials used by elementary schools and secondary schools;
Tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments;
The sale by students of products or services to raise funds for school related or education related activities; and
Student recognition programs.

Notes: This policy is to be developed in conjunction with parents. Parents must be "directly" notified of this policy, at least annually at the beginning of the school year, and within a reasonable period of time after any substantive change in the policy.

1 While the law does allow a school or district to collect and disclose "personal information" for marketing purposes under certain circumstances, the requirements for doing so are such that ASBA recommends you simply not go there. If you're extremely determined to do so, look at 20 USC § 1232h(c) to help you make your final decision.

Legal Reference: 20 USC § 1232h(c)

Date Adopted: 08-14-2006

Last Revised: 6-28-2018

5.26—ALTERNATIVE LEARNING ENVIRONMENTS

The District shall provide an eligible alternative learning environment (ALE) for each eligible ALE student enrolled in a District school. The ALE shall be part of an intervention program designed to provide guidance, counseling, and academic support to students who are experiencing emotional, social, or academic problems. Placement of a student in an ALE shall not be punitive in nature.

The superintendent or designee shall appoint an Alternative Education Placement Team which shall have the responsibility of determining student placement in the ALE. A student may be enrolled in an ALE only on the referral of the Alternative Education Placement Team. The team's placement decision is final and may not be appealed.[1]

The team is to be comprised of the following:

- a school counselor from the referring school;
- the ALE administrator and/or ALE teacher;
- the building principal or assistant principal from the referring school;
- a parent, legal guardian, person having lawful control of the student, or person standing in loco parentis (if they choose to participate);
    - The District shall document its efforts to contact the student's parent, legal guardian, person having lawful control of the student, or person standing in loco parentis to schedule a meeting or a phone call for a placement meeting at the convenience of the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis and maintain such documentation in the student's Student Action Plan (SAP).
- LEA special education/504 representative (if applicable);
- at least one (1) of the student's regular classroom teacher(s); and
- if the District so chooses, the student.

Students who are placed in the ALE shall exhibit at least two (2) of the characteristics a through l below:

Disruptive behavior;
Dropping out from school;
Personal or family problems or situations;
Recurring absenteeism;

For the purposes of the ALE, personal or family problems or situations are conditions that negatively affect the student's academic and social progress. These may include, but are not limited to:

Ongoing, persistent lack of attaining proficiency levels in literacy and mathematics
Abuse: physical, mental, or sexual;
Frequent relocation of residency;
Homelessness;
Inadequate emotional support;
Mental/physical health problems;
Pregnancy; or
Single parenting.

No later than five (5) school days after a student begins alternative education interventions, the Alternative Education Placement Team shall develop a signed agreement between the ALE, the parent, legal guardian, person having lawful control of the student, person standing in loco parentis (if they choose to participate), and the student, outlining the responsibility of the ALE, parent, legal guardian, person having lawful control of the student, or person standing in loco parentis and the student to provide assurance that the plan for each student is successful.

No later than one (1) week after a student begins alternative education interventions, the Alternative Education Placement Team shall assess the student's current functioning abilities and all relevant social, emotional, academic, career, and behavioral information and develop an SAP outlining the intervention services to be provided to the student that is in compliance with the Division of Elementary and Secondary Education (DESE) Rules. The SAP may be revised from time to time by the ALE placement team and a positive behavior or transitional plan shall be developed and added to the SAP prior to a student's return to the regular educational environment.

The district's ALE program shall follow class size, staffing, curriculum, and expenditure requirements identified in the DESE Rules.

Note: [1] The Rules are silent on appeals, but we believe the policy should have language in this regard. You may choose to leave the language as is or change it to have the decision able to be appealed to the Superintendent or the superintendent's designee. Even if you allow for an appeal, board involvement in student assignment issues is outside of the scope of their authority.

Legal References: A.C.A. § 6-20-2305(b)(2)
A.C.A. § 6-48-101 et seq.
DESE Rules Governing the Distribution of Student Special Needs Funding and the Determination of Allowable Expenditure of These Funds – 3.01, 4.00, and 8.0

Date Adopted: June 13, 2005

Last Revised: 7-18-2011, 7-14-2014, 6-17-2019

5.26.1—ALE PROGRAM EVALUATION

The ALE program shall be evaluated at least annually to determine its overall effectiveness. The evaluation shall specifically address how the use of ALE funds is in alignment with the district's school district support plan in addressing identified achievement gaps and student performance deficiencies.

Legal Reference: A.C.A. § 6-15-426(f)

Date Adopted: 8-14-2006

Last Revised: 7-23-2007, 6-28-2018

5.27—ENGLISH LANGUAGE LEARNERS

The Beebe School District shall utilize the special needs funding it receives for identified English Language Learners on activities, and materials listed in the ADE Rules Governing the Distribution of Student Special Needs Funding and the Determination of Allowable Expenditure of These Funds.

The expenditures of ELL supplemental funding shall be evaluated at least annually to determine their overall effectiveness. The evaluation shall specifically address how the use of ELL funds is in alignment with the district's school district support plan in addressing identified achievement gaps and student performance deficiencies.

Legal References: A.C.A. § 6-15-2914
A.C.A. § 6-20-2305(b)(3)
ADE Rules Governing the Distribution of Student Special Needs Funding and the Determination of Allowable Expenditure of These Funds – 3.049, 5.00, 8.00
Standards for Accreditation 2-J.2

Date Adopted: 8-14-2006

Last Revised: 7-23-2007, 5-12-2014

5.28—ENHANCED STUDENT ACHIEVEMENT FUNDING EXPENDITURES

Funding received from the state based on the number of students eligible for free and reduced-priced meals under the National Student Lunch Act shall be expended in accordance with guidelines outlined in the Division of Elementary and Secondary Education Rules Governing the Distribution of Student Special Needs Funding and the Determination of Allowable Expenditure of These Funds.

The district shall at least annually evaluate programs supported by Enhanced Student Achievement funds to determine the effectiveness of the programs and to ensure they are providing intervention/prevention services designed to increase student achievement which are in alignment with the district's ACSIP.

Legal References: A.C.A. § 6-20-2305(b)(4)
A.C.A. § 6-15-426(f)
DESE Rules Governing the Distribution of Student Special Needs Funding and the Determination of Allowable Expenditure of These Funds 3.12, 3.17, 3.18, 6.00, and 8.00

Date Adopted: 08-14-2006

Last Revised: 07-23-2007, 5-12-2014, 6-17-2019

5.29—WELLNESS POLICY

The health and physical well-being of students directly affects their ability to learn. Childhood obesity increases the incidence of adult diseases occurring in children and adolescents such as heart disease, high blood pressure and diabetes. The increased risk carries forward into their adulthood. Research indicates that a healthy diet and regular physical activity can help prevent obesity and the diseases resulting from it. It is understood that the eating habits and exercise patterns of students cannot be magically changed overnight, but at the same time, the Board of Directors believes it is necessary to strive to create a culture in our schools that consistently promotes good nutrition and physical activity.

The problem of obesity and inactivity is a public health issue. The Board of Directors is keenly aware that it has taken years for this problem to reach its present level and will similarly take years to correct. The responsibility for addressing the problem lies not only with the schools and the Division of Elementary and Secondary Education (DESE), but with the community and its residents, organizations and agencies. Therefore, the District shall enlist the support of the larger community to find solutions that improve the health and physical activity of our students.

Wellness Committee

To enhance the district's efforts to improve the health of our students, a School Nutrition and Physical Activity Advisory Committee (SNPAAC) shall be formed. It shall be structured in a way to ensure age-appropriate recommendations are made that correlate to the District's grade configurations.[1] The SNPAAC shall have the powers and responsibilities delegated to it by statute and Rule and are incorporated into this policy by reference.[2] The overarching goal of the committee shall be to promote student wellness by monitoring how well the District is doing at implementing this policy. The SNPAAC shall use modules 1, 2, 3, 4, 10and 11 of the Centers for Disease Control' (CDC) School Health Index as a basis for annually assessing each school's progress toward meeting the requirements of this policy. The results of the annual assessment shall be included in the school district's support plan (SDSP), provided to each school's principal, and reported to the board. Goals and objectives for nutrition and physical activity shall also be included in the SDSP.

The SNPAAC shall be made up of Individuals from the following groups to the extent interested persons from each group desire to be included in the development, implementation, and periodic review of the District's wellness policy:[3]

- Members of the District's Board of Directors;
- School administrators;
- School nutrition personnel;
- Teacher organizations;
- Teachers of physical education;
- Parents;
- Students;
- Professional groups (such as nurses);
- School health professionals (such as school nurses, school counselors, and social workers); and

Community members.

The SNPAAC shall provide written recommendations to the District's Child Nutrition Director concerning menus and other foods sold in the school cafeteria. Such recommendations shall be based, at least in part, on the information the Committee receives from the District on the requirements and standards of the National School Lunch Program and from menus for the National School Lunch Program and other food sold in the school cafeteria on a quarterly basis.[4]

The SNPAAC will meet at least quarterly. Meeting dates for the SNPAAC will be placed on the District's calendar.

School Health Coordinator

To assist the SNPAAC in ensuring that the District fulfills the requirements of this policy, a District level School Health Coordinator (Designated District Official) shall be appointed. In addition, a school level School Health Coordinator shall be appointed who shall be responsible for assisting the District level School Health Coordinator in ensuring that each school fulfills the requirements of this policy.[5]

Goals

In its efforts to improve the school nutrition environment, promote student health, and reduce childhood obesity, the District will adhere to the DESE Rules Governing Nutrition and Physical Activity Standards And Body Mass Index For Age Assessment Protocols. To promote nutrition, physical activity, and other school based activities that will improve student wellness, the District, working with the SNPAAC, has established the following goals:[6]

- Implement a grade appropriate nutrition education program that will develop an awareness of and appreciation for nutrition and physical activity throughout the curriculum;
- Enforce existing physical education requirements and engage students in healthy levels of vigorous physical activity;
- Strive to improve the quality of physical education curricula and increase the training of physical education teachers;
- Follow the Arkansas Physical Education and Health Education Frameworks in grades K-12;
- Not use food or beverages as rewards for academic, classroom, or sports performances;
- Establish class schedules and bus routes that do not directly or indirectly restrict meal access;
- Provide students with ample time to eat their meals in pleasant cafeteria and dining areas;
- Abide by the current allowable food and beverage portion standards;
- Meet or exceed the more stringent of Arkansas' or the U.S. Department of Agriculture's (USDA) Nutrition Standards for reimbursable meals and a la' carte foods served in the cafeteria;[7]
- Restrict access to competitive foods as required by law and Rule;
- Conform new and/or renewed vending contracts to the content restrictions contained in the Rules and reduce district dependence on profits from the sale of competitive foods.
- Provide professional development to all district staff on the topics of nutrition and/or physical activity;[8]

Utilize the School Health Index available from the CDC to assess how well the district is doing at implementing this wellness policy and at promoting a healthy environment for its students.

Food and Beverages Outside of the District's Food Service Programs The District will insure that drinking water is available without charge to all students throughout the school including, but not limited to, in the District's food service areas.

All food and beverages sold to students on school campus during the school day by school administrators or school non-licensed or licensed staff (principals, coaches, teachers, club sponsors, etc.); students or student groups; parents or parent groups; or another person, company, or organization associated with the school shall meet the Federal Smart Snacks requirements and Arkansas Nutrition Standards at a minimum.[9] These restrictions include, but are not limited to, food and beverages sold in vending venues (machines, ice chests, cabinets) in school stores or as part of school fundraisers.

All food and beverages provided , but not sold, to students on the school campus during the school day by school administrators or school non-licensed or licensed staff (principals, coaches, teachers, club sponsors, etc.); students or student groups; parents or parent groups; or another person, company, or organization associated with the school shall meet the Federal Smart Snacks requirements and Arkansas Nutrition Standards at a minimum.[9] These restrictions include, but are not limited to, food and beverages provided in vending venues (machines, ice chests, cabinets) in school stores or as part of school fundraisers.

Up to a maximum of nine (9)[10] times per school year, school administration may schedule school wide events where food and beverages provided to students are not required to meet the Federal Smart Snacks standards during the scheduled time. The schedule of the events shall be by school, approved by the principal, and shall be part of the annual school calendar.

Food and beverages outside of the District's food service programs may not be sold, served, or provided to students in the District's food service areas during meal times.

Elementary students shall not have in-school access to vending machines.

The District does not place nutrition restrictions on food or beverages brought from home that are intended for personal consumption only.[9]

Advertising

In accordance with the USDA regulations, oral, written, or graphic statements made for the purpose of promoting the sale of a food or beverage product that are made by the producer, manufacturer, seller, or any other entity with a commercial interest in the product shall only be permitted on school campus during the school day if they meet or exceed the Federal Smart Snacks standards.[11] This restriction does not apply to:

Materials used for educational purposes in the classroom, including, but not limited to:

- The use of advertisements as a media education tool; or
- Designing and implementing the health or nutrition curriculum;

Clothing, apparel, or other personal items used by students and staff;

The packaging of products brought from home for personal consumption; and
Currently existing advertisements on school property, including but not limited to, the exterior of vending machines, posters, menu boards, coolers, trash cans, cups used for beverage dispensing , and other food service equipment; however, all future contracts and replacement items shall meet the Federal Smart Snacks standards.

Community Engagement

The District will work with the SNPAAC to:

Encourage participation in extracurricular programs that support physical activity, such as walk-to-school programs, biking clubs, after-school walking etc.;
Encourage the implementation of developmentally appropriate physical activity in after-school childcare programs for participating children;
Promote the reduction of time youth spend engaged in sedentary activities such as watching television and playing video games; and
Encourage the development of and participation in family-oriented community-based physical activity programs.

The District will annually inform the public:

Of the web address where the policy is located;
Of any changes made to this policy since the previous year;
Of the health and wellness priority goals in the District's ACSIP;
That a printed copy of the policy may be picked up at the District's central office; and
The amounts and specific sources of funds received and expenditures made from competitive food and beverage contracts.

Assessment of District's Wellness Policy

At least once every three years,[12] with input from the SNPACC, the District shall assess both the District as a whole and individual schools' status in regards to the implementation and compliance of the goals of this policy, including the health and wellness goals in the District's ACSIP. The assessment shall be based, at least in part, on:

The extent to which District schools are in compliance with this policy;
The extent to which this policy compares to other model local school wellness policies;
The annual reviews of this policy based on modules 1, 2, 3, 4, and 8 of the CDC's School Health Index; and
A description of the progress made in attaining the goals of this policy.

On the years the assessment occurs, the assessment results shall be reported to the public, including parents, students, and other members of the community as part of the District's annual report to the public.

The District will update the wellness policy based on the results from the three (3) year[12] assessment.

District Website

The District will place on its website:

The name, District phone number, and District email address for the District Level School Health Coordinator;

The names, district phone numbers, and district email addresses for the School Level School Health Coordinators;[5]
The names of the members of the SNPAAC;
Meeting dates for the SNPAAC;
Information on how community members may get involved with the SNPAAC;
A copy of this policy;
A copy of the annual review of this policy based on modules 1, 2, 3, 4,10 and 11 of the CDC's School Health Index; and
A copy of the most recent three (3) year[12] assessment of this policy.

Notes: First and foremost, remember that this policy is to be developed with input from the Wellness Committee (SNPAAC). There are very specific powers, duties, and responsibilities given to the committee.

Additional information on requirements and suggestions for local wellness policies are available from the USDA at http://healthymeals.nal.usda.gov/school-wellness-resources. Commissioner's Memos CNU-17-010, CNU-17-013, and CNU-17-016 have several additional resources.

8.01.2 of the DESE Rules Governing Nutrition and Physical Activity Standards And Body Mass Index allows a school to serve or provide to students during the school day, outside of the meal period, a serving of food and beverages that complies with the Federal Smart Snacks requirements as demonstrated by using the Alliance for a Healthier Generation Smart Snacks Calculator, including a copy of the Smart Snacks Calculator product compliance screen and a copy of the nutrition fact label of the product. This is a local control issue and does not have to be included in the policy, but you should be aware that it is an option and is on the DESE Wellness Policy Review Checklist.

As part of the Federal review, districts will be required to provide records demonstrating compliance with the regulations that include, but are not limited to:

A copy of the wellness policy;
Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public, which may include, but are not limited to: a copy of the district/school Web page where the local school wellness policy has been posted or a copy of the school newsletter/local newspaper;
Documentation of the three (3) year assessment for each school; and
Documentation to demonstrate compliance with the public notification requirements.

[1] The Rules Governing Nutrition and Physical Activity allow three options for accomplishing this requirement:

Establish a School Nutrition and Physical Activity Advisory Committee at each school in addition to the district committee;
Establish subcommittees of the district Committee, representing the appropriate age and grade configurations for your district; or

Include representatives from each appropriate grade level group (elementary, middle, junior and senior high) on the membership of the district committee.
Select the option you will use and rewrite the sentence to reflect your choice.

[2] The statutory powers are codified at A.C.A. § 20-17-135(e)(1) and repeated in the Rules starting at 6.01. The powers delegated solely through the Rules can be found starting at 6.06.

[3] The Healthy, Hunger-Free Kids Act of 2010 requires the groups listed in this paragraph to be permitted to participate (rather than "must"). There is no mention in the Act of limitations to the numbers of individuals included in each category for the policy's oversight, but some limitation to the overall size of this review team may be necessary for efficiency purposes. As part of the review process, districts will be required to demonstrate attempts were made to recruit individuals even if no one in that particular group agrees to participate.

[4] This paragraph is intended to meet the requirements of A.C.A. § 6-20-709 and the DESE advises that WRITTEN documentation that this requirement has been met will be required during the administrative review of the child nutrition program.

[5] While the new Federal terminology is "designated district official", the responsibilities remain the same; i.e. ensuring compliance with the Wellness Policy. Indistar refers to this position as “Wellness Chair”; we choose not to make the title of this individual the “Wellness Chair” because we believe that it should be up to the SNPAAC to select the member to be its chair rather than having it set in policy.

You are not required to appoint school level School Health Coordinators. If you choose not to appoint the school level school health coordinators, remove the sentence appointing them.

[6] The goals included in this policy are those specifically required by rule. Additional goals should be listed upon the advice of the SNPAAC and the consent of the Board. The USDA requires that the final policy include specific measurable goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. When setting the goals, districts are required to review and consider evidence-based strategies. At a minimum, districts are expected to review the “Smarter Lunchroom” tools and strategies; a copy may be found at http://www.fns.usda.gov/healthierschoolday/tools-schools under the “School Nutrition Improvement” heading.

[7] The DESE uses Commissioner's Memos to inform districts of many wellness policy issues concerning nutrition in general, serving portion sizes, drinking water availability, etc. The SNPAAC should be kept abreast of such applicable Memos. You have the choice to exceed the state or federal requirements. If you choose to meet and not exceed those mandated by government, you should delete “or exceed” at the start of the sentence. Currently, some of the state’s requirements are more stringent than the federal requirements, but this could change. By mentioning both governments in the

policy, you'll still be covered. If you do choose to exceed existing requirements you will need to specify what they are in this policy.

[8] The Rules require all staff to receive professional development, but, at this time, there is no provision for how much or what it is to consist of. DESE is currently in the process of creating professional development covering several nutrition and physical education areas that will be accessible through Arkansas IDEAS.

[9] Foods and beverages sold or provided outside of the food service areas being required to meet the Federal Smart Snacks Standards is the minimum required by law. If you choose to exceed the minimum, you will need to include the standards that must be met in the policy.

[10] Nine (9) is simply the maximum allowed by rule. You may insert a lower number if you choose.

[11] This language is the minimum required by law. You have the option to be more restrictive on what level of nutritional value food and beverage advertisements must meet to be on school property. If you choose to be more restrictive, keep in mind that the First Amendment requires that the exceptions for educational uses; clothing, apparel, and other personal items; and packaging brought from home still be included.

[12] The USDA refers to this as the "Triennial Assessment" and requires that the district's wellness policy be assessed in depth at least once every three (3) years to determine the district's progress on reaching the goals set in the policy. If you wish to assess the policy more regularly, replace this language with your desired timeline.

Legal References:
Richard B. Russell National School Lunch Act 42 U.S.C. § 1751 et seq. as amended by PL 111-296 (Section 204) of 2010. (Section 204 is codified at 42 U.S.C. § 1758(b))
Child Nutrition Act of 1966 42 U.S.C. § 1771 et seq.
7 C.F.R. § 210.18
7 C.F.R. § 210.31
A.C.A. § 6-20-709
A.C.A. §§ 20-7-133, 134, and 135
ADE Rules Governing Nutrition and Physical Activity Standards And Body Mass Index For Age Assessment Protocols
Allowable Competitive Foods/Beverages - Maximum Portion Size List for Middle, Junior High, and High School
Commissioner's Memo CNU-17-010
Commissioner's Memo CNU-17-013
Commissioner's Memo CNU-17-016
Nutrition Standards for Arkansas Public Schools

Date Adopted: 7- 23-2007

Last Revised: 7-11-2016, 6-19-2017, 6-17-2019

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SCHOOL, HOME, AND COMMUNITY RELATIONS

6.1—COMMUNICATION GOALS

The single most significant factor in student achievement is the teacher. The teacher's effectiveness is greatly enhanced when supported by the school community as a whole, the student's home, and the community at large. The Arkansas General Assembly and the Division of Elementary and Secondary Education have demonstrated their understanding of the importance of involving such groups by repeatedly mandating their inclusion in the educational system and process. Communication with staff, parents, grandparents, legal guardians, business, and community members is fundamental to increasing their concern for, and involvement in, raising student achievement.

Communication should be two-way between the District and the public. The communications program shall strive to:

Increase mutual understanding, trust, and support between the District and parents, business, and the community as a whole;

Keep District staff regularly informed of upcoming District programs and events as well as noteworthy staff and student accomplishments to enable all the staff to help promote positive public relations;

Create and disseminate brochures, flyers, and fact sheets that will help parents and community members better understand school policies and procedures and acquaint them with areas where their volunteer services are most needed;

Inform legislators of the accomplishments of the District's students and staff, as well as how proposed legislation could affect the district;

Maintain good relations with the news media and provide the media with pertinent news releases; and

Increase the participation of parents, grandparents, legal guardians, business, and community members in school activities and programs.

The Board will appoint committees, when appropriate, to help the District examine issues facing it. Such committees may include members of the public, students, parents, and school employees, as well as members of the Board. Members may serve until the committee makes its non-binding recommendations to the Board.

Any committee, which includes among its members a member of the School Board, shall operate according to the requirements of the Arkansas Freedom of Information Act.[1]

The District's Board of Directors shall hold a meeting by October 15 of each year to provide a report that systematically explains the District's policies, programs, and goals to the community. The District's report shall detail the progress of the District and the District's schools toward accomplishing program goals, accreditation standards, and proposals to correct any deficiencies. The report shall be made available to the public, including by posting a copy on the District's website under State-Required Information no later than ten (10) days following the meeting. The meeting shall provide parents and other members of the

community the opportunity to ask questions and make suggestions concerning the District's program.

Note: 1 These requirements include having to notify the press of the time and place of the meetings; allow the meetings to be open to the attendance of the general public; record the meetings; and retain the recordings of the meetings for a year.

Legal References: A.C.A. § 6-15-1005(c), (f)(1)(2)
A.C.A. § 6-16-603 (a) (3)
A.C.A. § 6-18-2003
*A.C.A. § 25-19-106
Standards for Accreditation 3-B.1, 3-B.2, 3-B.2.1, 5-A.1
Division of Elementary and Secondary Education Rules Governing Gifted and Talented Program Approval Standards 4.0; 10.03

Date Adopted: 08-14-2006

Last Revised: 6-4-2019

6.2—RELATIONS WITH SCHOOL SUPPORT ORGANIZATIONS

The Board recognizes and values the many contributions support organizations make to the District's schools. Parent/teacher organizations and booster clubs work to augment and strengthen the District's educational and extracurricular objectives through the goods and services they provide.

Groups wishing to be recognized as a support organization must have open membership and have their by-laws approved by the school principal, the Superintendent, and the Board. School personnel shall assist approved booster organizations in their efforts to the extent practicable. Meetings of such organizations, cleared through the principal, shall not be subject to school use fees. School staff members are encouraged to attend and participate.

Fund-raising activities are to be approved in advance by the principal or his/her designee. Prior to the donation of equipment and/or supplies to the school, the organization should seek the advice of the principal to help ensure the compatibility of the donation with present school equipment. All equipment donated to the District becomes the property of the District.

Date Adopted: 08-14-2006

Last Revised:

6.3—PUBLIC GIFTS AND DONATIONS TO THE SCHOOLS

The District and the Board of Education may receive monetary gifts or donations of goods or services that serve to improve or enhance the goals of the District. Any gifts to the District become the property of the District and are subject to the same regulations as any other District owned property.

It is a breach of ethical standards and a violation of Arkansas law for any Board member, administrator, or District employee to receive a gift of any kind in return for employment with the District, or to influence the award of any contract or transaction with the District. All personnel shall examine the "reasonableness" of any gift or donation against its potential for real or perceived violation of the aforementioned ethical standards before accepting any gift or donation in the name of a school or the District.

The Board reserves the right to not accept any gift or donation that would not contribute to the attainment of District goals or that would obligate the District to unacceptable outlays of District resources. The administration shall present for Board consideration and approval any gifts or donations the administration deems could so obligate the District.

The Board will strive to honor the donor's intent regarding gifts earmarked for a specific purpose; however, laws and District's needs change with time and the District reserves the right to adjust the use of any gift to meet current needs of the educational program.

The Board authorizes the superintendent, or the superintendent's designee, to act as the District's official representative for all school-affiliated online fund raisers.[1]

Note: [1] This is optional language, but is highly recommended if you wish to allow online fund raising as a tool. The intent behind the language, combined with the recommended optional language from Policy 6.6—FUND RAISING, is to provide a standard contact person for any online fund raisers to aid the community in determining if the online fund raiser is official and to help prevent community burnout by having too many school related fund raisers in a given period.

Legal References: A.C.A. § 6-24-110
A.C.A. § 6-24-112

Date Adopted: 08-14-2006

Last Revised: 7-10-2017

6.4—VOLUNTEERS

Enlisting the support of volunteers is a way in which the District can expand the scope of resources and knowledge available to enrich the students' educational experiences, while strengthening the relationship between the school and the community. Volunteers can also perform non-instructional tasks that allow licensed personnel more time to devote to instruction.

The Superintendent shall be responsible for establishing and maintaining a program to coordinate the services volunteers are willing and able to contribute with the needs of District personnel. The program shall establish guidelines to ensure volunteers are aware of pertinent District policies and rules. Volunteers who violate school policies or rules, or knowingly allow students to violate school rules, may be asked to leave the school campus. The guidelines should also include provision for evaluation of the volunteer program and a method for soliciting suggestions from both the volunteers and staff for its improvement.

All volunteers who intend to act as head coaches or assistant coaches must:

Be at least twenty two (22) years of age; and

Meet the requirements adopted by the Arkansas Activities Association (AAA) to volunteer for any athletics program for grades seven (7) through twelve (12).

A member of the board of directors of the District or the spouse of a member of the board of directors of the District may not be a registered volunteer for the District unless a majority of the disinterested members of the Board of Directors approves a resolution for the board member or board member's spouse to be a registered volunteer. The resolution approving the board member or board member's spouse to be a registered volunteer shall be effective for only one (1) school year.

A volunteer may act as a head coach in all varsity junior and senior high sports administered by the AAA except in the following sports:

Football;

Basketball; and

Track and field.

Background Checks for Volunteers

For the purposes of this policy, "clear background check" means that:

A background check was performed on the potential school volunteer in accordance with A.C.A. §§ 12-12-1601 et seq.;

The potential school volunteer has not committed any of the crimes or offenses contained in A.C.A. §§ 6-17-410, 6-17-411 or 6-17-414 according to both the National and Arkansas background checks; and

The potential school volunteer's name was not found on the Child Abuse Central Registry and

The Arkansas Educator Licensure System does not indicate the potential volunteer to:

Have a currently suspended or revoked educator's license; or

Be the recipient of a current Level 3 or Level 4 public notification of ethics violation.

A person wishing to volunteer in a capacity that requires a background check may not perform volunteer services requiring a background check until a clear background check is received by the District. Once received, a clear background check is good for one school year[1]; a background check renewal must be applied for and a clear background check received prior to the time of renewal or an interruption of permitted volunteer service could occur. A clear background check will be accepted of any individual wishing to volunteer provided it was conducted within the timeframe provided for in this policy.

The Application for an initial background check may be made through the District volunteer office or the building administrative office. The background check notification will be on the volunteer registration form and will be performed by the District SRO.

Option A: The Application for an initial background check may be made through the District administrative office. The District may charge the potential volunteer the same fee charged by the State of Arkansas for performing the check. For a volunteer who has passed his/her previous background check, the District will incur the fee charged by the State of Arkansas for performing a renewal background check.[2]

Option B: The Application for an initial background check may be made through the District administrative office. The District will incur the fee charged by the State of Arkansas for performing the initial check and any renewal checks.[2]

A person who failed a previous background check may petition the Board for a waiver from this policy's requirement. The petition shall be accompanied by a signed authorization for disclosure of his or her entire criminal and child abuse registry history. In deciding whether to grant a waiver, the board may take into consideration the circumstance or circumstances surrounding the act or omission that leads to the conviction or Child Abuse Registry true finding, or the receipt of the level 3 or Level 4 Public Notification of Ethics Violation; the age of the person at the time of the act or omission, the length of time that has passed without reoffending, and other relevant circumstances. If the Superintendent recommends a waiver be granted, the Board may adopt a resolution by majority vote providing an exception to this policy's requirement for a time period not to exceed five (5) years. The board must consider this matter in open session, and may not confer or deliberate in closed or executive session.

The board shall not have the authority to waive the application of this policy to any potential volunteer who is a Registered Sex Offender or whose educator license has been revoked or is currently suspended.

Clear background checks are required for Beebe School District volunteers as defined in A.C.A. §§ 6-22-101 et seq.[3]

Clear background checks for school volunteers are required for those individuals who wish to accompany students on overnight school trips.

Clear background checks for school volunteers are required prior to any volunteer service, within the buildings, to the school district, school, teacher, or classroom, and all clear check volunteers will be issued special volunteer identification to wear prominently when performing their volunteer duties; no person may serve as a volunteer without wearing the provided identification.[3]

No information relating to the application for or receipt of a criminal background check, including that a background check has or has not been applied for, shall be subject to disclosure under the Arkansas Freedom of Information Act, as provided by A.C.A. §§ 12-12-1601 et seq. Requests for background checks and reports on background checks obtained under this policy shall be retained by the district for a minimum of three (3) years, should the report contain information that would prohibit volunteering, according to policy.

The District shall maintain the following information on volunteers:

The total number, location, and duties of all volunteers;
The total number of annual hours of service provided by volunteers; and
Any reimbursements made to volunteers for expenses, transportation or other costs incurred in connection with volunteer services.

Volunteers will be made aware that the Arkansas Department of Human Services (DHS) considers volunteers for school districts to be mandated reporters of child maltreatment and will receive training on the responsibilities of a mandated reporter.[7]

Notes: A model resolution to permit a board member or a board member's spouse to act as a registered volunteer may be found on our Policy Resources Page at htt;//arba.org/policy-resources.

Background checks for public school volunteers are **not** required by law, but a mechanism exists to provide schools with the results of background checks if the school chooses by policy to require background checks for all or some categories of school volunteers. There are two options offered for payment of the background checks and several options offered concerning the trigger for requiring a background check. In each instance choose the one that most closely aligns with the concerns of the Board and district administration. The potential adverse effects on volunteerism of requiring the background checks can be minimized by either (or both) adopting Option 2 for the payment of the background check, or only requiring background checks of those volunteers who will exercise direct, unsupervised access to students or who will be granted supervisory responsibility over students.

[1] There is no statutory provision for the length of time the check is good. Arkansas teachers are required to get a new background check each time their license is renewed which is five (5) years and all classified employees are required to get a background check at least once every five (5) years. Districts are free to choose a shorter or longer period of time.

[2] Choose the option that your district prefers.

[3] Select the option, or combination of options, that is the best fit for your school district. Balance your desire to take steps to protect students against the potentially negative effect requiring unnecessary background checks will have on parental involvement. In addition, consider the financial burden of the cost of the background check, which A.C.A. §§ 12-12-1609 sets at a maximum of twenty dollars ($20) for a state background check and includes an additional charge for a Federal background check in an amount set by the FBI. If the parent pays, it could deter them from participating in their child's education as a school volunteer.

[4] Select a number of hours such as 30, that would work for your district.

[5] Use this option to list specific volunteer programs/services that require individuals to pass a background check.

[6] This paragraph was included because it was brought to our attention that, while volunteers are not specifically listed in A.C.A. § 12-18-402 as a mandated reporter, the policy handbook for the DHS considers volunteers to be included in the "school officials" section of mandated reporters. . We are assuming that the same is true for volunteers concerning the requirements for mandated reporters under A.C.A. § 6-18-110.

Legal References:
A.C.A. §§ 6-17-301
A.C.A. §§ 6-17-410
A.C.A. §§ 6-17-411
A.C.A. §§ 6-17-414
A.C.A. §§ 6-17-428
A.C.A. §§ 6-18-110
A.C.A. §§ 6-22-101 et seq.
A.C.A. §§ 12-12-1601 et seq.
A.C.A. § 12-18-402
A.C.A. § 12-18-909(g)(21)
A.C.A. § 12-22-101 et seq.
Division of Elementary and Secondary Education Rules Governing Background Checks
Division of Elementary and Secondary Education Rules governing the Code of Ethics for Arkansas Educators

Date Adopted: November 11, 2013

Last Revised: 7-14-2014, 6-8-2015, 7-10-2017, 5-14-2018, 6-4-2019

6.5—VISITORS TO THE SCHOOLS

Parents, grandparents, legal guardians, business, and community members are welcome and encouraged to visit District schools. To minimize the potential for disruption of the learning environment, visitors, for a purpose other than to attend an activity open to the general public, are required to first report to the school's main office. No one shall be exempt from this requirement. Visitors who are Level 3 or Level 4 sex offenders may only enter a school campus under the provisions listed in Policy 6.10.

Parents and legal guardians are encouraged to participate in regularly scheduled visitation events such as school open houses and parent/teacher conferences. Additional conferences are best when scheduled in advance. Conferences shall be scheduled at a time and place to accommodate those participating in the conference. Visits to individual classrooms during class time are permitted on a limited basis with the principal's prior approval and the teacher's knowledge.

Visitors, including parents, wishing to speak to their children during the school day shall register first with the office.

The District has the right to ask disruptive visitors to leave its school campuses. Principals are authorized to seek the assistance of law enforcement officers in removing any disruptive visitors who refuse to leave school property when requested to do so .[1]

Note: [1] Visitors who are disruptive become "trespassers" as defined in A.C.A. § 6-21-606. As such, they lose their right to be on campus.

Cross References: For non-adult visits see Policy 4.16—STUDENT VISITORS
For Level 3 and Level 4 sex offenders see Policy 6.10—SEX OFFENDERS ON CAMPUS (MEGAN'S LAW)

Legal References: A.C.A. § 6-21-606
A.C.A. § 6-21-607

Date Adopted: 8-14-2006

Last Revised: 7-23-2007, 7-18-2011, 6-8-2015

6.6—FUND RAISING

All fund raising activities held in the District or in the name of the District must be pre-approved in writing by the Superintendent and affected school principal. Approval will be predicated on the potential for return relative to the time and energy to be invested in the fund raising. Fund raising that conflicts excessively with and/or detracts from student or teacher instructional time in either the planning or the execution of the activity will not be approved.

Neither an individual school nor the District shall be liable for any contract between clubs or organizations and third parties.

Student participation in any fund raising activity shall:

- Be voluntary. Students who choose not to participate shall not forfeit any school privileges. It shall not be considered discriminatory to reward those who participate; and
- Not influence or affect the student's grade.

For purposes of this policy, "Door-to-door sales" means the selling of merchandise outside of the child's home and off the school grounds.

Secondary Schools

Fund raising in the secondary schools may only be done by officially sanctioned student clubs, spirit groups, school PTAs, or parent booster clubs. Student clubs and spirit groups must receive written approval from their sponsor and the school principal before submitting the fund raising proposal to the Superintendent.

Door to door fundraising activities are generally discouraged. If approved, students wishing to participate who are under the age of eighteen (18) must return to their sponsor a signed parental notification and permission form.

Elementary Schools (K-6)

Fund raising in the elementary schools may only be done by the school or a school sponsored organization. Door to door fundraising activities are generally discouraged, but there shall be no more than one (1) such activity per school per school year.

Schools must provide written notification of the following to parents or legal guardians of elementary students who participate in fund raising programs:

- Student participation in fund raising programs is voluntary;
- Students who do not participate will not forfeit any school privileges;
- Students may not participate in fund raising programs without written parental permission returned to school authorities;
- An elementary student who sells fund raising merchandise door to door must be accompanied by a parent or an adult; and
- Unless the school provides supervision, parents must accept responsibility for appropriate adult supervision.

Online Fundraisers[1]

All school-affiliated online fundraisers must be approved by the superintendent, or the superintendent's designee. The superintendent, or the superintendent's designee, shall act as the point of contact for all school-affiliated online fund raisers. An employee may be disciplined, up to and including termination, if the employee establishes:

A school-affiliated online fund raiser without the permission of the superintendent, or the superintendent's designee; or

The employee as the point of contact for a school-affiliated fund raiser instead of the superintendent, or the superintendent's designee.

For purposes of this policy, a "school-affiliated online fund raiser" includes, but is not limited to, a fund raiser intended to raise funds for a particular teacher's classroom, grade, student club or organization, or athletic team.

Note: [1] This is optional language, but language covering online fund raisers is recommended. The intent behind the language is to provide a standard contact person for any online fund raisers to aid the community in determining if the online fund raiser is official and to help prevent community burnout by having too many school related fund raisers in a given period. If you would rather not allow staff to establish school-affiliated online fund raisers at all, replace the first paragraph in this section with the following:
Employees are prohibited from establishing school-affiliated online fund raisers. Employees who are discovered to have established a school-affiliated online fund raiser may be disciplined, up to and including termination.

Legal Reference: A.C.A. § 6-18-1102
A.C.A. § 6-18-1104

Date Adopted: 08-14-2006

Last Revised: 6-8-2015, 7-10-2017

6.7 – COMPLAINTS

It is a goal of the Beebe Board and the Beebe School District to be responsive to the community it serves and to continuously improve the educational program offered in its schools. The Board or the District welcomes constructive criticism when it is offered with the intent of improving the quality of the system's educational program or the delivery of the District's services.

The Board formulates and adopts policies to achieve the District's vision and elects a Superintendent to implement its policies. The administrative functions of the District are delegated to the Superintendent who is responsible for the effective administration and supervision of the District. Individuals with complaints concerning personnel, curriculum, discipline (including specific discipline policies), coaching, or the day to day management of the schools need to address those complaints according to the following sequence:

Teacher, coach, or other staff member against whom the complaint is directed
Principal
Assistant Superintendent
Superintendent

Other than in the few instances where statutorily allowed or required, student discipline and personnel matters may not be discussed in Board meetings. Individuals with complaints regarding such matters need to follow the sequence outlined above.

Unless authorized by the Board as a whole for a specific purpose, no individual Board member has any authority when acting alone. District constituents are reminded that the Board serves as a finder of fact, not unlike a jury, in matters such as student suspensions initiated by the Superintendent, expulsions, and personnel discipline. For this reason, the board may not be involved or informed prior to a board hearing on particular disciplinary matters.

The Beebe School District recommends that any complaints, including complaints on federal programs, begin at the district level with the Federal Program Director and/or Superintendent. However, complaints that are related to district use or administration of federal funds generated through specific programs identified by the Division of Elementary and Secondary Education (DESE) and authorized the Elementary and Secondary Education Act1 may be taken directly from a patron or by referral from the DESE. If taken directly from a patron, the complaint may be submitted by either a signed statement or by a certified, recorded deposition or statement in which the complainant is identified. The complaints shall be addressed in the following manner:

The complaint shall be referred to the federal programs director, who shall assemble a team of at least two people to investigate the complaint.
Throughout the investigation, sufficient notes and records will be taken and maintained to substantiate the position of the findings of the investigation.
The team will interview the complainant and others as necessary to enable the team to make a determination of the validity of the complaint. The team may consult with individuals with knowledge or expertise in the matter which is the subject of the complaint, including legal counsel.

The investigation of complaints referred by the ADE shall be completed within 30 work days of receipt of the complaint, unless a longer time period has been approved by the ADE.

The investigation of complaints made directly to the district shall be completed within 40 work days unless there are extenuating circumstances; in such a case, a preliminary report shall be made within 40 work days of receipt of the complaint, which shall include an explanation of the unusual circumstances requiring additional time to complete the investigation.

The report of the conclusions of the investigation shall be given to the complainant. It shall contain: a summary of the allegations of the complaint; a summary of the investigative actions taken by the team; a summary of the findings concerning each alleged violation or implied violation; a statement of corrective actions needed to resolve the issues involved in each allegation and finding of complaint.

A summary of the allegations of the complaint;

A summary of the investigative actions taken by the team;

A summary of the findings concerning each alleged violation or implied violation; and

A statement of corrective actions need to resolve the issues involved in each allegation and finding of the complaint.

Notes: [1] The DESE Rules Governing Federal Program Complaint Resolution 1.03 specifies the specific federal programs that are covered by this policy. Be sure the necessary staff are aware of the possible triggers for a complaint and of the existence of the documents offered by the DESE to deal with the resolution of the complaints.

[2] You may change this to reflect the title of the person you wish to be responsible for conducting the investigation.

[3] The DESE's Rules Governing Federal Program Complaint Resolution establishes the 30 day limit for complaints that are referred to the district by DESE

[4] The forty (40) day time limit is equivalent to the thirty (30) days allowed for complaints referred by the DESE because the DESE has up to ten (10) days to make the referral.

Legal Reference: DESE Rules Governing Federal Program Complaint Resolution

Date Adopted: 8-14-2006

Last Revised: 7-23-2007, 6-17-2019

6.8—DISTRIBUTION OF PRINTED MATERIALS

The Beebe School District shall devise and maintain a system for distributing District communications and other printed materials between the Administration and the schools. Use of the system by employees or employee organizations shall be with prior approval of the Superintendent or his/her designee.

Distribution of printed materials, flyers, photographs, or other visual or auditory materials not originating within Beebe District schools to students or staff shall have prior approval of the Superintendent or his/her designee.

Date Adopted: 08-14-2006

Last Revised:

6.9—MEDIA RELATIONS AND NEWS RELEASES

It is important that the District maintain good relations with the media. The Superintendent or his/her designee shall devise and implement a plan for the release of pertinent information to the media regarding educational programs, awards, or other student and staff achievements, and special events. The plan shall not require schools to clear the release of public service announcements through the District Administration prior to their release, but may require schools to obtain the approval of the District Office prior to the release of any statistical type data.

The District shall attempt, within reason, to accommodate media requests for interviews and shall endeavor to be fair and impartial in its treatment of media representatives.

The release of information to the media shall be done in a timely manner, either by written releases or by telephone interviews, to keep patrons abreast of newsworthy District achievements and shall strive to be factual and objective with personal opinions duly noted.

The Board encourages students and staff to participate in academic competitions and programs. Awards earned in such endeavors shall be communicated to the media. Award recipients may also be recognized at Board meetings.

Date Adopted: 08-14-2006

Last Revised:

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

The Beebe School District shall work with area law enforcement in a manner consistent with applicable state law and Division of Elementry and Secondary Education Rules to communicate the presence of a sexual offender. When necessary, law enforcement may contact building principals to provide information concerning registered sex offenders. The decision regarding the school principals to be notified rests solely with law enforcement officials; law enforcement officials use a rating system to determine who needs to be notified, which is according to the sex offender's dangerousness to the community.

In turn, building principals should notify any employee who is regularly in a position to observe unauthorized persons on or near the school's property in the ordinary course of their employment. Employees notified could include any of the following: aides, bus drivers, coaches, maintenance staff, professional support staff, school level administrative staff, security personnel, teachers' assistants, and teachers.

It is important that school personnel who receive sex offender notifications understand that they are receiving the sex offender notifications in their official capacity and are **not** to disseminate information about an offender to anyone outside the school. If school personnel are asked about notification information by an organization using school facilities, the organization should be referred to the area law enforcement agency that issued the notice.

Persons **not** to be notified except at the specific discretion of area law enforcement officials include members of parent-teacher organizations, other schools, organizations using school facilities, students, parents or guardians of students, and the press. District personnel may inform the press about procedures that have been put in place and other general topics, but may not reveal the name or any other specifics regarding an offender.

A parent or guardian who is a Level 1 or Level 2 sex offender shall be allowed to enter the school campus to attend parent-teacher conferences or any other activity that is appropriate for a parent or guardian, or community member.

Level 3and Level 4 sex offenders may only enter the school campus in the following instances.

- The offender is a student attending school in the district;
- To attend a graduation or baccalaureate ceremony;
- It is a non-student contact day according to the school calendar or no school-sponsored event is taking place on campus;
- The offender is a parent or guardian of a student enrolled in the district and goes directly to the school office to have school personnel deliver medicine, food, or personal items for the student;
- The offender is a parent or guardian of a student and enters the school campus where the student is enrolled to attend a scheduled parent-teacher conference **and** the offender is escorted to and from the conference by a designated school official or employee.

A Level 3, but not a Level 4, sex offender may attend a school sponsored event for which an admission fee is charged or tickets are sold or distributed if the sex offender:

- Is the parent or guardian of or is related by blood or marriage within the fourth (4th) degree of consanguinity[1] to a student enrolled in the public school;[2] and
- Notifies the administration of the school in writing at least twenty-four (24) hours before the start of the event that he or she will be attending the event.

A Level 3 and Level 4 sex offender who is the parent or guardian of a child enrolled in the district and who wishes to enter the school campus in which the student is enrolled for any other purpose than those listed above, must give reasonable notice to the school principal or his/her designee. The principal or designee may allow the sex offender to enter upon the campus provided there is a designated school official or employee to escort and supervise the sex offender while they remain on campus. The sex offender shall not enter upon the school campus until such time as a designated school official or employee is available.

Copies of the notification from law enforcement should be kept in a secure place accessible to teachers and staff, but should not be posted on school bulletin boards or made available to students or members of the community at large.

Notes: 1 The method to determine the degree of consanguinity may be found in A.C.A. § 28-9-212 and a consanguinity diagram has been posted at http://arsba.org/policy-resources.

Our interpretation is that for a Level 3 sex offender to be admitted to a ticketed event that the Level 3 sex offender must be related to a student enrolled in the public school where the event is being hosted rather than related to a student enrolled in the visiting school.

Legal References:

Division of Elementary and Secondary Education Guidelines for "Megan's Law"
A.C.A. § 5-14-132
A.C.A. § 12-12-913 (g)(3)
A.C.A. § 28-9-212

Date Adopted: 8-14-2006

Last Revised: 7-23-2007, 7-10-2017, 2-15-2018, 6-17-2019

6.11—PARENTAL/COMMUNITY INVOLVEMENT - DISTRICT

The Beebe School District understands the importance of involving parents and the community as a whole in promoting higher student achievement and general good will between the district and those it serves. Therefore, the district shall strive to develop and maintain the capacity for meaningful and productive parental and community involvement that will result in partnerships that are mutually beneficial to the school, students, parents, and the community. To achieve such ends, the district shall work to

Involve parents and the community in the development of the long range planning of the district;

Give the schools in the district the support necessary to enable them to plan and implement effective parental involvement activities;

Have a coordinated involvement program where the involvement activities of the district enhance the involvement strategies of other programs such as Head Start, HIPPY, Parents as Partners, Parents as Teachers, ABC, ABC for School Success, area Pre-K programs, and Even Start;

Explain to parents and the community the State's content and achievement standards, State and local student assessments and how the district's curriculum is aligned with the assessments and how parents can work with the district to improve their child's academic achievement;

Provide parents with the materials and training they need to be better able to help their child achieve. The district may use parent resource centers or other community based organizations to foster parental involvement and provide literacy and technology training to parents.

Educate district staff, with the assistance of parents, in ways to work and communicate with parents and to know how to implement parent involvement programs that will promote positive partnerships between the school and parents;

Keep parents informed about parental involvement programs, meetings, and other activities they could be involved in. Such communication shall be, to the extent practicable, in a language the parents can understand;

Find ways to eliminate barriers that work to keep parents from being involved in their child's education. This may include providing transportation and child care to enable parents to participate, arranging meetings at a variety of times, and being creative with parent/teacher conferences;

Find and modify other successful parent and community involvement programs to suit the needs of our district;

Train parents to enhance and promote the involvement of other parents;

Provide reasonable support for other parental involvement activities as parents may reasonably request.

To ensure the continued improvement of the district's parental/community involvement program, the district will conduct an annual review of its parental involvement policies to examine their effect on promoting higher student achievement. The review shall be done by a committee consisting of parents and other community members, certified and classified staff, and member(s) of the administration.

This policy shall be part of the school's Title I plan and shall be distributed to parents of the district's students and provided, to the extent practicable, in a language the parents can understand.

Notes: If any school in your district receives Title I aid, Federal law requires you to have a district policy covering parental involvement for the parents of students served under the program. Because your district is required to "develop jointly with, agree on with, and distribute to parents of participating children a written parent involvement policy," this model policy is designed to be a starting point to be used in the development of your final policy. 20 U.S.C. § 6318 requires the basics of the introduction and the last two paragraphs as well as items-#1 – 7 and #11. Items #8 – 10 are recommended options in the Federal law, but are not mandatory. A.C.A. §§ 6-15-1702, 1703, and 1704 require each district to develop a parental involvement plan (rather than a policy) in collaboration with parents. The statutes are very detailed, and full of "shalls" going far beyond the requirements of this policy required by 20 U.S.C. § 6318. Be sure to have the statutes handy when working out the details of your district's parental involvement plan.

The US Department of Education has currently opined that this policy (and the policy 6.12) are of no use unless accompanied by an implementation plan. Consequently, the DESE's School Improvement office requires districts to have such a plan.

> 20 U.S.C. § 6-15-1704(a)(3) requires each school to place a parent-friendly summary of the parent involvement plan as a supplement to the student handbook. The parent has to sign a receipt acknowledging receipt of the summary and return the signed form to the school where the student is enrolled.

Legal References: 20 U.S.C. § 6318
A.C.A. § 6-15-1702
A.C.A. § 6-15-1703
A.C.A. § 6-15-1704
Division of Elementary and Secondary Education Rules Governing Parental Involvement Plans and Family and Community Engagement

Date Adopted: 08-14-2006

Last Revised: 06-14-2010, 7-11-2013, 6-6-2017, 6-17-2019

6.12—PARENTAL/COMMUNITY INVOLVEMENT - SCHOOL

The Board of Beebe School District understands the importance of involving parents and the community as a whole in promoting higher student achievement and general good will between the school and those it serves. Therefore, Beebe School District shall strive to develop and maintain the capacity for meaningful and productive parental and community involvement that will result in partnerships that are mutually beneficial to the school, students, parents, and the community. To achieve such ends, the school shall work to

Involve parents and the community in the development and improvement of Title I programs for the school;

Have a coordinated involvement program where the involvement activities of the school enhance the involvement strategies of other programs such as Head Start, HIPPY, Parents as Partners, Parents as Teachers, ABC, ABC for School Success, area Pre-K programs, and Even Start;

Explain to parents and the community the State's content and achievement standards, State and local student assessments and how the school's curriculum is aligned with the assessments and how parents can work with the school to improve their child's academic achievement;

Provide parents with the materials and training they need to be better able to help their child achieve. The school may use parent resource centers or other community based organizations to foster parental involvement and provide literacy and technology training to parents.

Educate school staff, with the assistance of parents, in ways to work and communicate with parents and to know how to implement parent involvement programs that will promote positive partnerships between the school and parents;

Keep parents informed about parental involvement programs, meetings, and other activities they could be involved in. Such communication shall be, to the extent practicable, in a language the parents can understand;

Find ways to eliminate barriers that work to keep parents from being involved in their child's education. This may include providing transportation and child care to enable parents to participate, arranging meetings at a variety of times, and being creative with parent/teacher conferences;

Find and modify other successful parent and community involvement programs to suit the needs of our school;

Train parents to enhance and promote the involvement of other parents;

Provide reasonable support for other parental involvement activities as parents may reasonably request.

To help promote an understanding of each party's role in improving student learning, Beebe School District shall develop a compact that outlines the responsibilities of parents, students, and the school staff in raising student academic achievement and in building the partnerships that will enable students to meet the State's academic standards.

Beebe School District shall convene an annual meeting, or several meetings at varying times if necessary to adequately reach parents of participating students, to inform parents of the school's participation in Title I, its requirements regarding parental involvement, and the parents right to be involved in the education of their child.

Beebe School District shall, at least annually, involve parents in reviewing the school's Title I program and parental involvement policy in order to help ensure their continued improvement.

This policy shall be part of the school's Title I plan and shall be distributed to parents of the district's students and provided, to the extent practicable, in a language the parents can understand.

Notes: If any school in your district receives Title I assistance, Federal law requires you to have a district policy covering parental involvement for the parents of students served under the program. Because your district is required to "develop jointly with, agree on with, and distribute to parents of participating children a written parent involvement policy," this model policy is designed to be a starting point to be used in the development of your final policy. 20 U.S.C. § 6318 requires the basics of the introduction and the last four paragraphs as well as items-#1 – 6 and #10. Items #7 – 9 are recommended options in the Federal law, but are not mandatory. A.C.A. §§ 6-15-1702, 1703, and 1704 require each district to develop a parental involvement plan (rather than a policy) in collaboration with parents. The statutes are very detailed, and full of "shalls" going far beyond the requirements of this policy required by 20 U.S.C. § 6318. Be sure to have the statutes handy when working out the details of your district's parental involvement plan.

The "compact" is also required to be developed jointly with parents of the children served under Title I.

The US Department of Education has currently opined that this policy (and the policy 6.11) are of no use unless accompanied by an implementation plan. Consequently, the ADE's School Improvement office requires districts to have such a plan.

> A.C.A. §6-15-1704 (a)(3) requires each school to place a parent-friendly summary of the parent involvement plan as a supplement to the student handbook. The parent has to sign a receipt acknowledging receipt of the summary and return the signed form to the school where the student is enrolled.

Legal References: 20 U.S.C. § 6318
A.C.A. § 6-15-1702
A.C.A. § 6-15-1703
A.C.A. § 6-15-1704
Division of Elementary and Secondary Education Rules Governing Parental Involvement Plans and Family and Community Engagement

Date Adopted: 08-14-2006

Last Revised: 06-14-2010, 7-11-2013, 6-6-2017, 6-4-2019

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BUSINESS and FINANCIAL MANAGEMENT

7.1—FISCALYEAR

The District's fiscal year shall begin July 1 and end on the following June 30.

Legal Reference: A.C.A. § 6-20-410

Date Adopted: 08-14-2006

Last Revised:

7.2—ANNUAL OPERATING BUDGET

The Superintendent shall be responsible for the preparation of the annual operating budget for the District. The Superintendent shall present the budget to the Board for its review, modification, and approval.

The budget shall be prepared in the electronic format as prescribed by the State Board of Education and filed with the Division of Elementary and Secondary Education no later than September 30 of each year.

The approved budget shall provide for expenditures that are within anticipated revenues and reserves. Monthly reconciliation reports and a statement on the general financial condition of the District will be given monthly to the Board.

Any changes made to the budget shall be in accordance with District policy and state law.

Legal References: A.C.A. § 6-13-701 (c) (3)
A.C.A. § 6-20-2202

Date Adopted: 08-14-2006

Last Revised: 06-14-2010, 7-14-2014, 2-15-2018, 6-4-2019

7.3—MILLAGE RATE

The Board shall publish one time in some newspaper published in the county in which the district lies[1], at least sixty (60) days in advance of the school election at which the annual ad valorem property tax for the district is decided by the electors, the District's proposed budget, together with a millage rate sufficient to provide the funds necessary for the District's operation.

Note: [1] If your district lies in more than one county, the requirement is to publish the budget in a newspaper in the county in which the district is administered.

Legal References: A.C.A. § 6-13-622
Arkansas Constitution: Article 14 Section 3 (c) as amended by Amendment 74

Date Adopted: 08-14-2006

Last Revised: 7-18-2011

7.4—GRANTS AND SPECIAL FUNDING

The Superintendent or his/her designee may apply for grants or special funding for the District. Any grants or special funding that require matching District resources shall receive Board approval prior to the filing of the grant's or special resource's application.

All federal programs will comply with the regulations found in the current Education Department General Administrative Regulation (EDGAR) Handbook.

Date Adopted: 08-14-2006

Last Revised: 7-11-2016

7.5—PURCHASES AND PROCUREMENT

Purchases shall be made in accordance with State laws and procurement procedures governing school purchases that are deemed to be in the best interest of the District and are the result of fair and open competition between qualified bidders and suppliers. No bids shall be taken for professional services.

DEFINITIONS

"Commodities" are all supplies, goods, material, equipment, computers, software, machinery, facilities, personal property, and services, other than personal and professional services, purchased on behalf of the District.

"Micro-purchases" are purchases with a value of less than ten thousand dollars ($10,000) when purchased with Federal funds.

"Professional services" are legal, financial advisory, architectural, engineering, construction management, and land surveying professional consultant services.[1]

"Specifications" means a technical description or other description of the physical and/or functional characteristics of a commodity.

Commodities

The superintendent shall develop procedures for the procurement of micro-purchases that provide for the distribution of purchases between eligible vendors to the extent possible.

Purchases of commodities with a purchase price of more than $10,000.00 [2] require prior Board[3] approval; however, if an emergency exists, the Superintendent may waive this requirement.

The district shall notify in writing all actual or prospective bidders, offerors, or contractors who make a written request to the district for notification of opportunities to bid. The notification shall be made in sufficient time to allow actual or prospective bidders, offerors, or contractors to submit a bid or other appropriate response.[4] The board shall accept bids submitted electronically by email or fax for any and all district purchases, unless specified to be submitted by other means or methods, and except those bids which have been specified to have a designated date upon which the bids shall be opened. The superintendent shall be responsible for ensuring submitted bids, whether written, faxed, or emailed, are retained in accordance with policy 7.15—RECORD RETENTION AND DESTRUCTION.

The district will not solicit bids or otherwise contract for a sum greater than twenty-five thousand dollars ($25,000) with vendors that are on the "excluded parties list" if the contract is to be paid from federal grant funds.[5]

All purchases for a Federal program with an estimated purchase price between ten thousand dollars ($10,000) and twenty thousand nine hundred ten dollars ($20,910) and all purchases of commodities with an estimated purchase price that equals or exceeds twenty thousand nine hundred ten dollars ($20,910) shall be procured by soliciting bids.[6] Specifications shall be

devised for all commodities to be bid that are specific enough to ensure uniformity of the bid and yet not so restrictive that it would prevent competitive bidding. The bid specifications shall not include the name or identity of any specific vendor. The Board reserves the right to reject all bids and to purchase the commodity by negotiating a contract. In such an instance, each responsible bidder who submitted a bid shall be notified and given a reasonable opportunity to negotiate.[7]

Bids shall be awarded after careful examination of the details of the bid to determine the best overall value to the District. In instances where the low bid was not accepted, a statement of the reasons the low bid was not accepted shall be attached to the bid. Bidders submitting written bids shall be notified in writing of the bid award.

Whenever possible, a preference will be given to small and minority businesses; women's business enterprises and labor surplus area firms.[8]

The District shall provide a preference to Arkansas residents whenever the District is accepting bids to purchase materials and equipment as part of a construction project if:

- One (1) or more Arkansas residents who submitted bids made written claim for a preference at the time they submitted a bid; and
- An Arkansas resident's bid does not exceed the lowest qualified bid from a nonresident by more than five percent (5%).

If the qualifications for the Arkansas resident preference are met, then the District shall take the lowest bid from an Arkansas resident regardless of whether the Arkansas resident was one of the individuals who requested the preference.

The following commodities may be purchased with State funds without soliciting bids provided that the purchasing official[9] determines in writing that it is not practicable to use other than the required or designated commodity or service, and a copy of the written determination is attached to the purchase order:

- Commodities in instances of an unforeseen and unavoidable emergency;
- Commodities available only from the federal government;
- Utility services;
- Used equipment and machinery;[10] and
- Commodities available only from a single source.[11]

Commodity purchases with Federal funds may be purchased without soliciting bids only when one or more of the following circumstances apply:

- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- The Federal awarding agency or appropriate unit of the Division of Elementary and Secondary Education expressly authorizes the noncompetitive purchase in response to a written request from the District; or
- After solicitation of a number of sources, competition is determined inadequate.

The District may purchase a new motor vehicle, other than a school bus, without soliciting bids if, at the time of the purchase, the:

Purchase is from a motor vehicle dealer licensed in Arkansas;

Purchase price of the motor vehicle does not exceed the fleet price awarded by the Office of State Procurement; and

Motor vehicle to be purchased is the same make and model motor vehicle as the make and model the fleet price was awarded for by the Office of State Procurement.

Prospective bidders, offerors, or contractors may appeal to the district's superintendent if they believe the district failed to follow district bidding and purchasing policy or state law.

Any award of a contract shall be subject to revocation for ten (10) working days from:

The initial awarding of the contract; or

If an appeal is received, resolution of the appeal.

The intent is to provide prospective bidders, offerors, or contractors the opportunity to appeal the bid award if they believe the facts warrant an appeal. Any appeal shall be **in writing by certified mail** and received by the district office, "attention to the superintendent" within seven (7) calendar days following the initial and revocable award of the contract.

If the district receives an appeal of a bid award, they shall notify, in writing, those prospective bidders, offerors, or contractors who have made a written request to the district for notification of opportunities to bid that an appeal has been submitted. The notification shall state:

that the contract award has been halted pending resolution of the appeal and could be revoked;

the reasons for the appeal;

that the recipient of the letter may respond to the protested issues identified in the appeal;

the date the decision on the appeal will be made and notification sent;

that if the appeal is upheld, the bidding process will be re-opened;

that if the bidding is re-opened, changes will be made to the request for bids as necessary to satisfy the reasons for upholding the appeal.[12]

The sole authority to resolve any appeal made relating to this policy shall rest with the superintendent. The superintendent's decision shall be final and conclusive. In the event the district upholds an appeal, the sole responsibility of the district to the aggrieved bidder(s) shall be the re-opening of the bidding process.

Except when prohibited by law[13], the District reserves the right to extend or renew a contract that was previously awarded under the process governed by this policy and law, provided the extension or renewal meet the following criteria.:

The equipment and services provided under the extended or renewed contract meets or exceeds the specifications of the original bid.

The extended or renewed contract agreement complies with the state of Arkansas's documentation requirements.

The cost of the extended or renewed contract is the same or less than the original contract.

The extension or renewal is approved by the local school board.

Professional Services

The District does not use a bidding process when procuring professional services. Instead, when the District needs to procure professional services, the District shall:

Select three (3) qualified firms;

Determine the most qualified firm by considering, at a minimum, the:

Specialized experience and technical competence of the firm with respect to the type of professional services required;

Capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;

Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines; and

Firm's proximity to and familiarity with the area in which the project is located;

Negotiate a contract for the project with the most qualified firm.

When negotiating a contract, the District and the selected firm shall jointly prepare a detailed, written description of the scope of the proposed services. If the District is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm shall be terminated and the District shall negotiate a contract with the next most qualified firm. In the event the District is unable to negotiate a contract with any of the original selected firms, the District shall reevaluate the necessary professional services, including the scope and reasonable fee requirements, and return to step one.

The District encourages firms who provide professional services to submit annual statements of qualifications and performance data to the District. The District shall request any additional information as needed for a particular public project.

Notes: [1]The definition of "professional service" contains the entire list of professional services in A.C.A. § 19-11-801 that are automatically removed from the bidding process. The board has the option to add additional professional services to this list with a two-thirds (2/3) vote for each service type to be added. Services that can be added to the list are services that require a firm or individual to hold a valid license specific to perform the type of service in question.

[2] Insert an amount less than ten thousand dollars ($10,000) for FEDERAL PURCHASES and twenty thousand nine hundred ten dollars (20,910.00) for purchases without Federal funds if your board determines a lesser amount is appropriate.

[3] Your district may elect to employ a “designated agent of the district,” if so, substitute it for “Board.”

[4] ASBA strongly recommends that each district keep a record of all requests to be a "bidder."

[5] Names of vendors on the excluded parties list can be found at https://www.epl.gov.

[6] For Federal purchase, be sure that your purchasing procedures include the different procedures for micro-purchases, small purchase threshold purchases, and formal bids.

In accordance with A.C.A. § 15-4-1304 and 1305, your procedures will need to address how your district intends to ensure that the state goal of at least twenty percent (20%) of the purchases of food products by entities that receive at least twenty-five thousand dollars ($25,000) of state funds and have a food service program is spent on local farm or food products. More information on what to include in your procedures may be found on page 38 of the USDA document found at https://fnsprod.azureedge.net/sites/default/files/f2s/F2S_Procuring_Local_Foods_Child_Nutrition_Prog_Guide.pdf.

[7] Any commodities purchased by the district through the TAPS program satisfies the state bidding requirements; however, for purchases with Federal funds, districts are required to demonstrate that an effort was made to determine that the taps purchase price is the best price. The verification effort may be demonstrated through an email, fax, letter, or written documentation of a telephone call.

Be aware that A.C.A. § 18-44-503 requires a district or education coop to receive a bond in the amount of the contract from a contractor for projects to repair, alter, or erect a public building, structure, or improvement that exceeds twenty thousand dollars ($20,000).

[8] This language is required by 2 C.F.R. § 200.321 and the process you will use to provide the preference should be clearly set forth in your purchasing procedures, which must include all of the following:

Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

[9] This is the school board if specified in this policy (see #3 above) as the body to approve the purchase of commodities.

[10] Used school buses, over two years old as defined in A.C.A. § 6-21-306(a), are exempt from bidding requirements.

[11] A "sole source justification document" should be attached to the purchase order and maintained in the audit file for all commodities purchased as such. ADESE stipulates the following seven (7) criteria that the justification must meet:

Why the service or product is needed;
The methods used to determine that a lack of responsible/responsive competition exists for the service or product;
How it was determined that the provider possesses exclusive capabilities;
Why the service or product is unique;
Whether or not there are patent or property rights which make the required service or product unavailable from other sources;
What the district would do if the provider/service product were no longer available;
Any program considerations which make the use of a "sole source" critical to the successful completion of the district's task.

[12] A.C.A. § 6-21-304 specifically states the parameters required within the appeal process. Your district could choose to alter the paragraph and how it intends to deal with the appeal and its resolution. An example would be to award a financial settlement to the appellant if the appeal is upheld. Another example would be to state, by policy, the length of time for the resolution of the appeal process.

[13] An example of when simply extending a contract without going through the bid process is prohibited includes certain purchase contracts for the child nutrition programs.

Legal References: A.C.A. § 6-21-301, 303, 304, 305, 306, 307
A.C.A. § 6-24-101 et seq.
A.C.A. § 15-4-1301 et seq.
A.C.A. § 18-44-503
A.C.A. § 19-11-259
A.C.A. § 19-11-801 et seq.
2 C.F.R. § 200.67
2 C.F.R. § 200.319
2 C.F.R. § 200.320
2 C.F.R. § 200.321
2 C.F.R. § 200.324
48 C.F.R. § 2.101

Date Adopted: 08-14-2006

Last Revised: 06-14-2010, 4-8-2013, 6-8-2015, 7-11-2016, 2-9-2017, 7-10-2017, 6-28-2018, 2-18-2019, 6-4-2019

7.5F2—FOOD SERVICES COMMODITIES BIDDER AFFIDAVIT

BEEBE SCHOOL DISTRICT

WHITE COUNTY

I, _____, hereby state:

I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement. I certify the facts as detailed below pertaining to the non-existence of collusion among and between bidders and state officials, as well as to the facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.

I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.

Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

To any collusion with any state official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of the prospective contract; or

In any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.

I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviations from the specifications shall occur only as part of a formal change process approved by the Board of Directors of the school district.

I hereby certify that the bid, unless specifically exempted by the USDA, is for agricultural commodities that have been produced in the U.S. or if the bid contains food products that at least 51% of food in the product was produced in the U.S. I understand that the district shall not accept any product that does not meet this requirement and is not liable for any loss I may incur as a result of such refusal to accept.

_____

Signature

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____

Notary Public

7.6—ACTIVITYACCOUNT

The District shall maintain an account of activity funds. The funds for the account are those revenues derived from the sale of tickets to athletic contests or other school sponsored activities; the sale of food other than that sold in the cafeteria; the sale of soft drinks, school supplies, and books; and fees charged by clubs and organizations.

Activity funds are considered "school funds" and as such may only be spent for school related purposes.[1]

The Superintendent shall be the custodian of all activity funds and shall be responsible and accountable for the funds. The Superintendent may appoint a co-custodian for each school in the District who shall also be responsible for the activity funds he/she maintains.

Booster clubs (ie. athletic, band, ROTC, etc.) and educational foundations (ie. Beebe Public Education Foundation) are completely independent from the Beebe School District, operating with their own tax identification numbers, by-laws and bank accounts. These clubs/foundations have no financial accounting duties performed by the Beebe School District. Therefore, the Beebe School District accepts no responsibility for their business operations.

Note: [1] "School related purposes" has been narrowly interpreted by the courts under Article 14 of the Arkansas Constitution to require the expenditures to be for a legitimate public purpose closely related to the provision of K-12 education.

Legal Reference: A.C.A. § 6-13-701 (g)
A.C.A. § 6-20-417

Date Adopted: 08-14-2006

Last Revised: 7-18-2011, 7-11-2016, 2-15-2018, 6-4-2019

7.7—CASH IN CLASSROOMS

No cash or checks are to be left in any classroom overnight. Staff, other than the District bookkeeper, who collect funds in the course of their employment, should deposit the funds daily at the Central Office. Bookkeepers should deposit daily, unless otherwise directed by the superintendent or business manager.

Notes: Policies 3.47 and 8.39 both require daily deposits with the superintendent or designee determining if the fund collection requires receipts and/or other record keeping requirements. That language is not repeated in this policy, but the reasons for daily deposits are the same as for those policies. Specifically, the goal is to protect both the district and the staff from possible overnight theft which is only covered by insurance if there are receipts to prove the existence of the funds and even then, there is a deductible (often $1000). It could often be the case that the receipts and the funds would be in the same envelope and be stolen at the same time. Bottom line is that the daily timeline is to protect both the district and the staff.

Date Adopted: 08-14-2006

Last Revised: 04-09-2012, 4-8-2013

7.8—PERSONAL PROPERTY

To avoid confusion and the potential for misunderstandings, District staff who bring personal property to school to use in the performance of their jobs should label the items with their names. Any such items should be removed from the school at the close of school each year. The District assumes no responsibility for damage to, or the loss of, personal property brought to District facilities by District staff.

Date Adopted: 08-14-2006

Last Revised:

7.9—PROPERTY INSURANCE

The Superintendent shall be responsible, with approval of the Board, for maintaining adequate insurance coverage for all District properties. At a minimum, the District will purchase insurance coverage sufficient to meet the requirements by the Arkansas Commission for Public School Academic Facilities and Transportation.

Legal References: A.C.A. § 6-21-114(d)
Arkansas Commission for Public School Academic Facilities and Transportation
Rules Governing Property Insurance Requirements

Date Adopted: 8-14-2006

Last Revised: 7-18-2011

7.10—PUBLIC USE OF SCHOOL BUILDINGS

It is the policy of the Board that District school buildings[1] may be used by citizens of the District to conduct lawful meetings for social, civic, or recreational purposes provided such meetings do not interfere with the regular school work and proper protection is afforded the district against the potential costs of such use. The Superintendent shall be responsible, with Board approval, for establishing procedures governing such use of school buildings. The governing procedures shall be viewpoint neutral. Building principals shall be consulted to determine if there exists any conflict with planned school activities prior to other groups being allowed to use school facilities.

The District shall establish a fee schedule for the school facilities the District intends to make available for public use.[2] The fee schedule shall be individualized for each school facility and shall be based on a formula[3] that allows the District to reclaim the actual costs incurred by the District from the use of the facility.

School facilities that do not appear on the District's fee schedule shall not be available to the public.

The District shall also require **any** non-school related group using a district facility to provide proof of having purchased sufficient active and current general liability insurance to cover the damage to, or the cost to entirely replace the structure(s) and furnishing(s), if necessary due to the loss of, or damage to, District property.[4]

Organizations using school facilities assume full and complete responsibility for the conduct of all persons, regardless of age, associated with their use of the facility while they are in or about the facility. Smoking or the use of tobacco or products containing tobacco in any form or the use of drugs or intoxicants is prohibited. Firearms[5] of any kind are not allowed on school property unless the person carrying the firearm is permitted to do so by law as defined in A.C.A. § 5-73-120or the individual has a valid conceal carry license and leaves the concealed handgun in the individual's locked vehicle.[6]

Notes: [1] Districts have the option to add "outdoor spaces" to the policy to be available for the use of the public in addition to school buildings. If you choose to include outdoor spaces as options for organizations to use, we recommend adding the following language to the end of the policy:
Outside organizations who use outdoor spaces shall be responsible for providing any necessary portable toilets. Bathrooms in school buildings will only be available to organizations using outdoor spaces if the organization agrees to pay for the use of the necessary, segregatable and able to be made secure portion of the building in addition to the outside space. If the portion of the building containing restrooms cannot be segregated and/or made secure, both the outdoor and indoor space must be rented and insured against loss or accident.

[2] ASBA is well aware that many, if not most, Arkansas districts permit outside groups to use district facilities. This is an example of where the public (and often School Boards and Superintendents) are insufficiently aware of the Constitutional constraints on school districts. There are multiple issues involved in any discussion on this topic.

First, there is the issue of a "limited open forum." If your district allows non-school related groups to use a district facility, it cannot deny any group access based solely on the views or beliefs of the organization. (There can, however, be other reasons for denial such as the potential for violence.)

Second, there is Article 14, Section 2 of the Arkansas Constitution which states, "No money or property belonging to the public school fund, or to this State, for the benefit of schools or universities, shall ever be used for any other purpose than for the respective purposes to which it belongs." This has been very narrowly interpreted by Court decisions such that expenditures which do not tangibly benefit students run afoul of the Constitution.

Third, there is the cost, or the potential cost, to the district of outside group use of district facilities. On the surface, the costs would include such things as heating, cooling, and general wear and tear. But there is also the always present possibility that something major could occur such as a fire that could destroy an entire building. While local groups will generally agree with a facility use fee, such a fee will NOT cover the deductible for replacing a building or the loss of use of the building or the disruption to the district's academic program. While most community members will support community use of district facilities, should a major calamity occur, it is not a far stretch to envision a disgruntled patron using the opportunity to sue the district for illegal exaction for violating the Arkansas Constitution. So, while the district would certainly be out the insurance deductible necessary to replace the building, it might well also be out the lawyer fees to defend itself against the suit.

Fourth, while districts have tort immunity, many Joint Use agreements either require or recommend the district fully indemnify and hold harmless the other parties to the agreement. The indemnification language could potentially threaten a school district’s statutory immunity from actions for damages and torts under Arkansas law. Moreover the indemnification language would potentially obligate school districts to a financially open-ended indemnification of the other parties to the joint use agreement. The monetary implications of such indemnifications could be material, even catastrophic, for school districts.

Finally, there are Arkansas statutes (A.C.A. § 6-21-101for example) that, in our opinion, conflict with the restrictions placed on districts by Article 14 of the Arkansas Constitution. While statutes are presumed sound until determined otherwise by a court, ASBA is sufficiently concerned about the defensibility of the statutes that it is not willing to write a Joint Use Agreement model policy. ASBA staff spent many hours working with the DESE Coordinated School Health trying to find a way to support the Joint Use program. The longer we worked on it, the more complicated the issues became until we

finally came to believe the program flies in the face of Article 14 and we had to discontinue our association with the program. At a minimum, we urge any district considering a Joint Use Agreement to seek legal counsel before signing any agreement.

The changes to this policy are the result of ASBA's considerable time spent working on the Joint Use issue. ASBA's position is not philosophical, we strongly support the concept of Joint Use, but believe the Constitution will have to be amended before districts can participate without fearing potential major adverse consequences.

3 The formula should include, at a minimum:

Labor for preparing, opening, closing, and cleaning the school facility, at the rate of one and three quarters (1.75) times the highest paid hourly rate of the appropriate non-exempt staff position set in the District's salary schedule;

Discuss with your custodial supervisor the amount of time and staff that would be required for each facility.

If a particular facility may require a district employee to be physically present during the use by the public, such as a food service worker to safely operate the cafeteria's equipment, include that cost in the fee based on the same calculation method as for the custodial employees.

The one and three quarters (1.75) multiplier is intended to include possible overtime as well as retirement and benefits that are required to be paid by the district.

An amount to cover consumable supplies, such as janitorial supplies, toilet paper, paper towels, etc.; and

A base rate to cover wear and tear, utilities, and other fixed expenses of the district.

Districts should independently verify that the certificate of insurance coverage is valid and in force for the event and time period in question.

Your district could include weapons besides firearms in this sentence if you choose to do so. Consult A.C.A. § 5-73-120 for a list of possible weapons.

A.C.A. § 5-73-119(e)(12) allows for a concealed carry license holder to have a concealed handgun in a locked vehicle on the school parking lot.

Legal References: A.C.A. § 5-73-119
A.C.A. § 5-73-120
A.C.A. § 6-10-132
A.C.A. § 6-21-101
Arkansas Constitution Article 14, § 2

Date Adopted: 08-14-2006

Last Revised: 2-15-2018, 6-4-2019

BEEBE PUBLIC SCHOOL
Facility Use Guidelines/Agreement

The mission of the Beebe School District is to utilize all resources in providing learning opportunities, tools, progressive technology, and guidance to enable all students to become productive citizens and life-long learners. Recognizing that community relations is an integral part of the success of this mission, requests for usage of the facilities by recognized local organizations will be considered on an individual basis in accordance with the following guidelines.

Requests for the use of any Beebe School District facilities should be presented at the Support Services Office at least thirty days prior to the day of use. Charges will be assessed in accordance with the planned use and the guidelines, which apply.

At least one regular employee of the District will be assigned to supervise the usage on the day of the event and a fee for their time will be included in the usage charges. This supervisor will be responsible for opening the building, assisting in the maintenance for the usage, and securing the building after its use.

Only assigned District personnel will operate district light and sound equipment. Fees will be assessed accordingly if needed.

Alcohol and tobacco products are prohibited by state legislation on all District property.

Food and drinks must be confined to designated areas only.

Clean-up is required after all facility usage. Custodial services provided by Beebe School District custodians are required at the expense of the organization (SSC $18.00/hour) and will be scheduled to begin immediately following the facility usage or during use if there is a large number in attendance.

Facilities of Beebe Public Schools may not be used for the purpose of profit. No tickets may be sold on site.

School related functions will always take precedence even if an outside event has been scheduled.

Payment of deposit should be made at the time of notification of acceptance of application for the event.

FACILITY REQUESTED:
_____

ORGANIZATION: _____DATE REQUESTED FOR USE: _____

TIME OF USE INCLUDING SET UP AND CLEANING:_____

EQUIPMENT NEEDED:_____

BRIEF DESCRIPTION OF EVENT: _____

ESTIMATED ATTENDANCE:_____ WILL FOOD OR DRINKS BE SERVED? _____

PERSON MAKING REQUEST: _____ PHONE NUMBER:
_____

MAILING ADDRESS:_____

SIGNATURE OF AGREEMENT: _____ DATE: _____

SIGNATURE OF DISTRICT APPROVAL: _____ DATE: _____

Revised: 10/2016

BEEBE PUBLIC SCHOOLS
GUIDELINES FOR USE OF SCHOOL BUSES

The District will review all requests for use of a school bus on a case by case basis. However, the immediate transportation needs of the District will be met before any request will be considered.

The following requirements must be met before the Superintendent will approve use of a school bus:

The bus driver must hold a current CDL with the passenger endorsement and air brakes if applicable. (**A CDL driver currently employed by the Beebe School District is preferred.**) The driver must meet the requirements of drug/alcohol testing by being in a random selection pool. The Superintendent must approve the driver/drivers of the bus prior to approval.

The cost of using the bus will be one dollar and twenty-five cents per odometer mile ($1.25/mile). The mileage charge will cover the cost of fuel, etc. If there is a need to put additional fuel in the bus, the cost for the fuel will be deducted from the total amount to be paid for using the bus.

The party requesting use of a bus must provide proof of liability and collision insurance specific to dates that are requesting party.

The bus is to be returned in a condition that is equal to or better than it was prior to the trip (i.e. being clean).

_____ _____

DATE OF REQUEST ORGANIZATION

_____ _____

DESTINATION DEPARTURE/RETURN

_____ _____

NUMBER OF PASSENGERS INSURANCE VERIFICATION

_____

SIGNATURE OF REPRESENTATIVE/
ORGANIZATION REQUESTING BUS

_____ _____

SUPERINTENDENT DATE

_____

TRANSPORTATION SUPERVISOR CONFIRMED

Revised: 11/2005

7.11—USE OF SCHOOL FUNDS FOR NON-SCHOOL RELATED PURPOSES

School funds shall not be used for political, charitable, or humanitarian purposes.

No employee of the District shall use school time, school property, school personnel, or school equipment for the purpose of furthering the interests of any political party, the campaign of any political candidate or the advocacy of any political issue or ballot issue whether partisan or non-partisan. School employees may participate as part of a community organization which is renting a school facility for a political purpose.

Any school employee found guilty or who pleads guilty, or nolo contendere to the use of District funds to support any ballot measure shall be immediately suspended, and recommended for termination by the superintendent.

The Board of Directors is not prohibited from expressing an opinion on a ballot measure through the passage of resolution or proclamation. School employees are allowed to verbally express their views on a ballot measure other than in an attempt to persuade a student to the employee's point of view.

District employees and members of the Board of Directors may incur incidental expenditure of District funds for travel costs when speaking at an event in which a ballot measure is discussed if the subject matter of the speaking engagement is within the scope of the person's official duties and responsibilities.

District funds may be used to disseminate public information at a public speaking engagement. The incidental use of District resources may be used to prepare an analysis of the public information if such information is within the scope of the person's official duties and responsibilities.

Legal References: Arkansas Constitution Article 14 § 2
A.C.A. § 7-1-103
A.C.A. § 7-1-111
A.C.A. § 21-8-402

Date Adopted: 08-14-2006

Last Revised: 08-11-2008, 7-11-2013

7.12—EXPENSE REIMBURSEMENT

The requirements of this policy shall govern reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by district employees and/or members of the Board of Directors on behalf of the district. Employees are only eligible for reimbursement for travel expenses for travel which has been approved in advance. Original receipts must accompany all requests for reimbursement to the extent that such receipts are customarily available. For a receipt to be valid it should contain the name of the issuing company, the date, and the amount. No cash advances shall be made for travel. Mileage, lodging, and meal expenses will not be reimbursed when incurred for the personal convenience of the employee and not required by the reason for the travel. Reimbursement for travel shall be for the lesser of the cost between travel by air or by car with some consideration allowed for length of time of the method of travel.

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

The district will not reimburse expenses of any non-school board member or non-employee who accompanies the school board member or employee during his/her school related travel.

Reimbursable Expenses

Mileage that is driven for a district sanctioned purpose in an employee's personal vehicle shall be reimbursed provided appropriate documentation is submitted establishing the date and time, place, and purpose of the travel. Mileage shall be reimbursed at the rate of state rate per mile and shall be based on the shortest, most reasonable, route available.

Meals may be reimbursed for travel which necessitates an overnight stay when submitted according to the dictates of this policy. Reimbursement shall be prorated based on the percent of a day the employee is away on travel. For example, if an employee returns from his/her travel in the afternoon, he/she is only eligible for reimbursement for breakfast and lunch expenditures. Meals shall be reimbursed for the actual expense to the extent that they are not lavish and are reasonable based on circumstances. Except as otherwise specified by this policy, meals are only reimbursable in conjunction with travel requiring an overnight stay.

Meal expenses incurred by the superintendent or other administrators as necessary, in the performance of their duties when meeting with state officials or consultants may be reimbursed on a prorated, per person basis in line with the mandates of this policy. Such expenses shall only be reimbursed when the expenditure is likely to result in a tangible benefit to the district.

Travel necessitating overnight lodging shall be reimbursed to the extent that it is not lavish and is reasonable based on circumstances of the expenditure. Proper documentation establishing the date and time, place, and purpose of the travel must be submitted along with a receipt for the overnight accommodations. To the extent practicable, employees shall receive assistance from administrators or their designee in arranging travel plans to help keep expenses to a minimum.

Expenses not covered

The district shall not reimburse the following items/categories of expenses.

Alcoholic beverages;
Entertainment expenses – including sports or sporting events; pay per view or game expenses at motels;
Replacement due to loss or theft;
Discretionary expenses for items such as clothing or gifts;
Medical expenses incurred while on route to or from or at the destination of the reason for the travel;
Optional or supplementary insurance obtained by the employee for the period covered during the travel; and
Tips, other than those required by the source of the expense, e.g. a restaurant which adds a tip to the bill for all groups of six or more.

Credit Cards

Only those employees specifically issued credit cards to be used in the performance of their jobs to purchase goods, services, or supplies on behalf of the district shall be allowed to use such cards. Employees who incur reimbursable expenses as defined in this policy are expected to pay for them initially by any means they choose and then submit their request for reimbursement. The district assumes no responsibility for the payment of any personal credit card charges incurred by a district employee.

Airport Associated Expenses

Receipts for airport associated expenses are required for reimbursement. All airline flights shall be by coach/economy class. Upon arrival at their destination, employees are expected to take the less expensive option between a taxi and an airport shuttle service to his/her hotel or meeting site. When circumstances dictate that a rental car is necessary and/or the most economical approach to the travel requirements, the least expensive car that will accomplish the job should be rented. The district shall not reimburse for any kind of rental car supplemental insurance.

Cross References: **3.20—CERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES**
8.14— NONCERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

Date Adopted: 8-14-2006

Last Revised: 7-23-2007

7.12(D) PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

The Board of Education authorizes the reimbursement to personnel for travel expenses incurred as a requirement of their jobs. Prior approval for all travel shall be obtained from the immediate supervisor, Principal and/or the Superintendent before any travel expenses are incurred.

EXPENSE REIMBURSEMENT

The Board recognizes that as changes occur within the District's programs, some members of the staff may require additional training to be qualified to implement new programs. Also, the need for continual growth is recognized as being important if the Classified staff is expected to work toward improving their performance in assigned work responsibilities. Therefore, the District will share the responsibility and the cost of this additional training under certain conditions. The criteria for reimbursement and expense elements allowed are as follows:

Mileage reimbursement will be at the accepted State rate/mile. The map mileage shall be counted from is the employee's official station (Beebe school) or the employee's residence, whichever is the shortest distance. Group travel will be utilized whenever practical and advantageous to the District.

Actual expenses incurred for lodging will be reimbursed. Overnight stay will be determined as practical by the supervisor. Prior approval from the immediate supervisor and the Superintendent will be required before reimbursement of lodging expenses. A hotel/motel receipt must be attached to the request for reimbursement. Reimbursement will be only for lodging and appropriate taxes.

Reimbursement for meals will only be allowed if there is overnight stay. Reimbursement for meals will be paid based on a daily rate not to exceed $35.00 per Day.

All requests for expense reimbursement will be made on "Beebe School District Travel Reimbursement Forms" and will have the approval of the immediate supervisor before it is passed on to the Central Office.

Date Adopted: 5-27-04—Interim Board

Last Revised: 06-12-2006, 7-25-2011

INVOICE/REQUEST FOR REIMBURSEMENT

DATE OF REQUEST: _____

CHECK PAYABLE TO: _____

_____

_____

_____

ITEM DESCRIPTION	AMOUNT
	TOTAL

Building, Activity, or Program: _____

Signature: _____

7.13—MANAGEMENT AND DISPOSAL OF DISTRICT PROPERTY

Definitions

For the purposes of this policy, the following definitions apply:
"Commodities" are all supplies, goods, material, computers, software, machinery and other equipment purchased on behalf of the district having a useful life of more than one (1) year and an acquisition cost of one thousand dollars ($1,000) or more per unit.

"Fair market value" means the amount a reasonable buyer would be willing to pay for a particular piece of property based on an objective set of criteria, which may include, but are not limited to: any improvements or damage to the property; the demand for similar property; the selling price for the property by the producer of the property or re-sale outlets; and the value of the property as determined by an independent appraiser.[1]

"Real property" is land and whatever is erected or affixed to land, such as structures or buildings.

"Surplus commodities" are those commodities that are no longer needed, obsolete, irreparable, or worn out.

"Surplus real property" is real property that is not presently needed or foreseen to be needed by the District, and that has been authorized for sale as surplus real property by vote of the School Board. Surplus real property may include unused or underutilized facilities.

"Trash" are those items that would otherwise belong to another category of goods or property defined in this policy, but which, due to the property's age or an act of God, have less value than it would cost to repair the item. Examples could include, but are not limited to, fire damage, vehicle accidents, extreme age, and/or decline in value of the item.

"Unused or underutilized facility" means a school facility or other real property that:

As a whole or in a significant portion, is not being used for a public educational, academic, extracurricular, or administrative purpose and the nonuse or underutilization threatens the integrity or purpose of the school facility or other real property as a public education facility; and

Is not subject to either a lease to a third party for fair market value or an executed offer to purchase by a third party for fair market value as of July 30, 2017.

General Policy

The District's purchases of commodities shall be in accordance with Policy 7.5—PURCHASES AND PROCUREMENT and, to the extent applicable, the procurement requirements of any granting source of funding used to purchase the commodity. The Superintendent shall develop procedures governing the use, management, and dispersal of commodities. At a minimum, the procedures will cover the following topics:

labeling all commodities[2];

establishing adequate controls to account for their location, custody, and security;
annually auditing the inventory of commodities and updating a listing of such commodities to reconcile the audit with the district's inventory records. The audit will be documented and account for any transfer and/or disposal of a commodity.
Disposing of surplus commodities and surplus real property, whether purchased in whole or in part with federal grant funds or with local funds.

The disposal of school property must be for the benefit of the school district and consistent with good business principles.

Disposal of Surplus Commodities

The Board of Directors recognizes that commodities sometimes become of no use to the District and thus meet this policy's definition of surplus commodities.

The Superintendent or designee(s) will determine the objective fair market value (FMV) of surplus commodities. The District will strive to dispose of surplus commodities at or near their FMV.[3]

The Superintendent may declare surplus any commodity with an FMV of less than one thousand dollars ($1,000). Surplus commodities with an FMV of less than one thousand dollars ($1,000) will be periodically sold by the most efficient, cost effective means that is likely to result in sales at or near FMV.

The Superintendent may submit a list of surplus commodities deemed to have a FMV of one thousand dollars ($1,000) or greater to the Board of Directors for authorization to sell such surplus commodities. Once the Board of Directors has authorized the sale of such surplus commodities, the Superintendent or designee(s) may sell that surplus commodity as the need arises. Items with a FMV of one thousand dollars ($1,000) or greater will be sold by the most efficient, cost effective means that is likely to result in sales at or near FMV. If the Superintendent chooses to dispose of the surplus items by bid, the Superintendent or designee may set a minimum or reserve price on any item, and may reject all bids. The Superintendent or designee is authorized to accept the high bid provided the high bid is at or near FMV without further Board action unless the high bid comes under the jurisdiction of Arkansas ethics legislation, in which case the provisions of A.C.A. §§ 6-24-101–107 would apply.

If attempts at public sales fail to produce any interested buyers or bidders, such remaining unsold commodities may then, at the discretion of the Superintendent, be disposed of as scrap or junk or be donated to appropriate charitable or education related entities. Computer or technology equipment will be cleansed of data prior to disposal.

Disposal of Surplus Real Property

The Board of Directors recognizes that real property it owns sometimes becomes no longer of use to the District and thus meets this policy's definition of surplus real property.

By February 1 of each year, the District shall submit a report to the Division of Public School Academic Facilities and Transportation (Division) that identifies all unused or underutilized school facilities in the District and the unused or underutilized school facilities, if any, that are designated in the District's facilities master plan to be re-used, renovated, or demolished as part of a specific committed project or planned new construction project.

If the Division classifies a District facility or District real property as being unused or underutilized, the District may appeal the Divisions determination to the Commission for Public School Academic Facilities and Transportation (Commission).

The District shall make unused or underutilized public school facilities available for lease[4] for no more than FMV[5] to any open-enrollment public charter school (charter) located within the District's geographic boundaries that makes a request under the charter's statutory right of access unless the District makes an affirmative showing by a preponderance of the evidence to the Commission that:

The school facility, or the property to which the school facility is attached, will be needed by the District to accommodate future growth of the District; or

Use of the school facility or other real property by a charter would have a materially negative impact on the overall educational environment of an educational campus located within five hundred feet (500') of the school facility or other real property sought to be leased by the charter.

The terms of a lease executed between the District and a charter shall provide that the lease shall be cancelled and be of no effect if the charter:

Fails to use the facility or other real property for direct student instruction or administrative purposes within two (2) years of the effective date of the lease;

Closes, has its charter revoked, or has its charter application denied by the charter authorizer; or

Initially uses the facility or other real property, but then leaves the facility or other real property unused for more than one hundred eighty (180) days.

If requested or agreed to by the charter, The District may sell the unused or underutilized facility or other real property to the charter for FMV.

If the District decides to sell, lease, or otherwise transfer ownership of a District facility, a charter[6] located within the District's geographic boundaries shall have a right of first refusal to purchase or lease the facility for FMV. The charter's right of first refusal shall continue for two years after the date the District last used the school facility or other real property as an academic facility.

If the District decides to sell or lease a District facility or other real property that has been identified by the Division as an unused or underutilized school facility to a third party that is not a charter, then the District may not sell or lease the facility until the later of:

Two (2) years after the date the facility or other real property is identified by the division as an unused or underutilized public school facility, so long as no charter has claimed a right of access or a right of first refusal; or
Three (3) years from the date the District facility or other real property has been identified by the division as an unused or underutilized public school facility if the District designated the facility or other real property to be reused, renovated, or demolished as part of a specific committed project or planned new construction project in the District's facilities master plan.

The District may petition the division for a waiver of the time restrictions for the sale or lease of a District's unused or underutilized facility. The petition shall include a statement that the District believes that no charter would be interested in leasing or purchasing the unused or underutilized school facility. If the District receives a waiver, the District may immediately sell, lease, or otherwise dispose of the unused or underutilized facility. The District may appeal the denial by the Division of a waiver to the Commission.

The Superintendent may submit a request to the Board of Directors for authorization to sell surplus real property. Once the Board of Directors has authorized the sale of such surplus real property, the Superintendent or designated individual(s) may sell that surplus real property as the need arises and this policy allows. The Superintendent or designee(s) shall be responsible for getting a determination of the objective FMV of surplus real property[5]. The district will strive to dispose of surplus items at or near their FMV. The real property may be listed for sale with a real estate broker, and the Superintendent or designated individual may contract on behalf of the district to pay the usual and customary sales commission for such transactions, upon sale of the property.
If the Superintendent chooses to dispose of the surplus items by bid, the Superintendent or designee(s) may set a minimum or reserve price on any item, and may reject all bids. The Superintendent or designee is authorized to accept the high bid[7] provided the high bid is at or near FMV without further Board action unless the high bid comes under the jurisdiction of Arkansas ethics legislation, in which case the provisions of A.C.A. §§ 6-24-101–107 would apply.

If attempts at public sales fail to produce any interested buyers or bidders, such remaining unsold real property may then, if agreed to by the Superintendent and Board of Directors, be donated to appropriate education related entities, not-for-profit organizations, the county, city, or incorporated town in accordance with the provisions of state law.[8]

Items obtained with federal funds shall be handled in accordance with applicable federal regulations, if any.

The District may not make a part of the disposal of District real property a covenant that prohibits the sale or lease of former District facilities or other real property to a charter that is located within the District's geographic boundaries.

Disposal of Surplus Real Property After Consolidation

Except as otherwise prohibited by this policy, real property of a consolidated school district that is no longer being used for educational purposes and has not been sold, preserved, leased, or donated two (2) years after the effective date of consolidation shall be made available for use by a publicly supported institution of higher education, a technical institute, a community college, a not-for-profit organization, a county, a city, or incorporated town by the Board of Directors for the following purposes:

Having the real property preserved, improved, upgraded, rehabilitated, or enlarged by the donee;
Holding of classes by statutorily authorized education related entities; or
Providing community programs and beneficial educational services, social enrichment programs, or after-school programs.

Trash

Trash, as defined in this policy, may be disposed of in the most cost efficient or effective method available to the district.

Notes: [1] One option when determining FMV is to see what the property's value is if the property is sold for salvage or scrap instead of putting the property up for general sale, which may even result in a higher FMV depending on the property in question.

[2] Due to federal monitoring and disposal requirements, we suggest differentiating the labeling of items purchased with federal funds from non-federal fund items.

[3] The FMV of items must be established prior to their disposal. The determination of the surplus commodity's FMV will determine whether the superintendent has to submit it to the board. You need to document how you reached FMV; Digital photos can be very useful, particularly if you decide FMV seems low.

The disposal of items purchased with federal grant funds is governed by the following requirements, which are located at 2 C.F.R. § 200.313(e):

Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non–Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

Except as provided in § 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market

value in excess of $5,000 may be retained by the non–Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non–Federal entity to deduct and retain from the Federal share $500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

The non–Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non–Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

In cases where a non–Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non–Federal entity to take disposition actions.

[4] A.C.A. § 6-21-815(c)(1) states "a school district shall make unused or underutilized public school facilities available for lease or purchase". We have elected to only include a requirement for the district to enter into a lease of the unused or underutilized property in the policy because A.C.A. § 6-21-815(c)(3)(A) allows the charter to petition the Commission to force a lease of the property but does not allow a similar forced sale of the property; this is a separate issue from the charter's right of first refusal if you decide to sell the property.

[5] The FMV of items must be established prior to their disposal. In the case of real property, this should be established by means of a survey and real estate appraisal by a licensed surveyor and appraiser performed within the preceding six (6) months.

The disposal of real property purchased with federal grant funds is governed by the requirements contained in 2 C.F.R. § 200.311, which states in part:

Disposition. When real property is no longer needed for the originally authorized purpose, the non–Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:

Retain title after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the non–Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property.

When the non–Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non–Federal entity is entitled to be paid an amount calculated by applying the non–Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

[6] If there is more than one (1) charter located within the geographic boundaries of a school district, the charter authorizing panel will determine the charter that will have the right of first refusal.

[7] If a charter has a right of first refusal on the property to be sold and the charter was not the entity who made the high bid, the charter must be provided an opportunity to match the high bid. If the charter agrees to match the high bid, the charter's offer to match the high bid must be the bid that is accepted.

[8] A.C.A. § 6-13-111 and A.C.A. § 6-21-108 are the statutes that cover donating District property. Please keep in mind that selling below FMV has the same legal connotation as donating. A.C.A. § 6-13-111(c) and (d) establish a system for selling district owned real property that fails to draw a buyer at a previously established Fair Market Price. We suggest consulting the statute for assistance in such a situation. A.C.A. § 6-21-108 sets forth additional requirements for consolidated school districts that is included as a separate section later in the policy.

Legal References: A.C.A. § 6-13-111
A.C.A. § 6-13-620
A.C.A. § 6-21-108
A.C.A. § 6-21-110
A.C.A. § 6-21-803
A.C.A. § 6-21-806
A.C.A. § 6-21-815
A.C.A. § 6-21-816
A.C.A. § 6-24-101–107
2 C.F.R. § 200.311
2 C.F.R. § 200.313

Date Adopted: 06-14-2010

Last Revised: 4-8-2013, 7-14-2014, 6-8-2015, 2-23-2016, 7-10-2017

7.14—USE OF DISTRICT CELL PHONES and COMPUTER

Board members, staff, and students shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use a school issued cell phone 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 may be issued District cell phones if their position requires the employee be available at all times for work related emergencies or the employee be available to speak with others on school related business when the employee is away from the office. Employees issued cell phones for such purposes may use the phone for personal use on an "as needed" basis.[1]

Students who use school-issued cell phones and/or computers for non-school purposes, except as permitted by Policy 4.47— POSSESSION AND USE OF CELL PHONES AND OTHER ELECTRONIC DEVICES, shall be subject to discipline, up to and including suspension or expulsion.

Except when authorized in the SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES policies of 3.51 and 8.24, all employees and students 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:[2]

Suspension for students; and

- Termination for employees.

Except when authorized in the SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES policies of 3.51 and 8.24, no employee or student 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. Violations may result in disciplinary action up to and including:[3]

Suspension for students; and

- Termination for employees.

o

Notes: [1] The IRS has changed its position regarding the use of district issued cell phones for personal use for those employees who have a genuine **need** for a cell phone due to their job's duties. Cell phones **cannot** be issued as a fringe benefit, but only as a "legitimate" need related to their job's responsibilities. There is no longer a need to keep track of personal calls and claim their value as income. The district has the option of supplying the phone directly to the employee or of reimbursing the employee for the cost of his/her personal phone that is used for both District and personal purposes. Any such reimbursement can only be for the specific employee and not any other individuals associated with that employee's cell phone plan. There has been no change to the use of school computers for personal purposes. Use of school issued cell phones and/or computers by board members or employees who do not meet the policy's definition of eligibility for non-school purposes is considered income by the Internal Revenue Service.

"Income" in this sense means the fair market value that the individual would have had to pay for the use of the cell phone or computer on the open market. Any board member, or employees who do not meet the policy's definition of eligibility, who uses school-issued cell phones and/or computers for non-school purposes should be issued the appropriate IRS form (1099) stating the amount of income they have been paid by the district.

Please be aware that telephone records for both personal and school business calls of any school employee's district-provided cell phone can be requested and must be disclosed by the school district under the Arkansas Freedom of Information Act.

[2] This sentence is included because insurance companies have ruled that injuries occurring while driving and talking on school issued cell phones are subject to workers comp awards.

[3] This sentence was added due to the dangers involved for both drivers and pedestrians associated with distracted driving. A.C.A. § 27-51-1609 prohibits the use of a "wireless handheld telephone" while in a school zone for any purpose when that use is not hands free. While the policy language exceeds the statutory language, we believe the expanded language is important for the protection of students and employees alike.

Cross References:
3.34— LICENSED PERSONNEL CELL PHONE USE
3.51—SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES
4.47— POSSESSION AND USE OF CELL PHONES, OTHER ELECTRONIC DEVICES
8.24—SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES
8.25— CLASSIFIED PERSONNEL CELL PHONE USE

Legal References:
IRC § 132(d)
IRC § 274(d)
IRC § 280F(d)(4)
IRS Publication 15 B
A.C.A. § 6-19-120
A.C.A. § 27-51-1504
A.C.A. § 27-51-1609

Date Adopted: 7-23-2007

Last Revised: 7-13-2009, 6-17-2019

7.15—RECORD RETENTION AND DESTRUCTION

It is necessary to maintain district records in a manner that provides for efficient document storage and retrieval and is conducive to eliminating unnecessary record retention. Due to the variety of records that may need to be retained and accessed, the superintendent shall ensure that all staff receive appropriate training to understand this policy. Staff shall also understand the possible ramifications to the district and/or themselves for failure to properly maintain records and follow the requirements contained in this policy.

Definitions
"Directly or directly interested" ("directly") means receiving compensation or other benefits personally or to an individual's household from the person, business, or entity contracting with the District.

"Indirectly or indirectly interested" (hereinafter "indirectly") means that a family member, business, or other entity in which the individual or a family member has a financial interest will receive compensation or benefits.

"Record" is defined for the purposes of this policy, as an item or items, whether electronic or material, that are created by, at the request of, or received by and purposefully retained by a board member, administrator, or employee in the ordinary course of District business. Examples include, but are not limited to:

Any kind of correspondence;
Calendars;
Computer files and documents (which may include drafts);
Telephone logs;
Expense records;
Audio or video recordings that are created for the purpose of monitoring the security of District property, the safety of District students, or open public meetings;
Documentation related to transactions or contracts for:[1]

- Services with Board members, administrators, employees, or members of their families covered under the statutorily defined ethical restrictions associated with a contract for services provided for the District involving a Board member, administrator, or employee who "directly or indirectly" benefits from the contract;
- An exemption granted by the Division of Elementary and Secondary Education (DESE) from the statutorily defined ethical restrictions associated with a contract for employment or for services provided for the District that involves a District administrator, board member, or employee.

The superintendent shall be responsible for establishing a schedule for the routine destruction of district records that accommodates the needs of the district. The schedule shall specify the length of retention for any records not specifically delineated by this policy and be distributed to staff on a need-to-know basis according to their respective employment duties and responsibilities. The schedule should accommodate the need for records to be stored as a blend of printed, bound and electronically recorded (e.g., audio tape, video tape, micro-fiche, computer disk) material.

The superintendent or designee shall ensure the effective and efficient securing, cataloging, storing, and appropriate scheduled destruction of all records.

The following records categories shall be retained for the time specified.

- Board of Education Minutes – forever
- Personnel files – forever
- Student files – until the student receives a high school diploma or its equivalent, or is beyond the age of compulsory school attendance[2]
- Student records of attendance/graduation – forever[3]
- Financial Records – five (5) years[4]
- Documentation, including letters of approval, related to transactions or contracts for services covered by this policy and Arkansas statutes for Board members or members of their families or for waivers granted to District employees - thirteen years[5]
- Documentation relating to payments or reimbursements made by a vendor on behalf of a board member, administrator, or employee for travel, lodging, food, registration, entertainment, or other expenses[6] – Three (3) years
- Employment applications, including applicant lists, applicant interview evaluations, documentation in response to requests for reasons for a failure to be interviewed and/or hired, and hiring determinations - five (5) years[7]
- Expenditures made with federal grant monies[8] – governed by the terms of each grant
- Video Surveillance Recordings – the timeline established in Policy 4.48— VIDEO SURVEILLANCE AND OTHER STUDENT MONITORING
- Emails – whatever the district's policy is on this subject[9]
- Documents filed with the IRS, including those required in Policy 7.23-Health Care Coverage and the Affordable Care Act – four (4) years
- Statewide assessment security agreement – Three (3) years
- Recordings of open public meetings – One (1) year

The superintendent or designee shall be responsible for determining when there is a need to interrupt the routine destruction of records.[10] When the superintendent or designee makes the decision to cease the routine disposal of records, staff affected by the decision shall be promptly informed of the decision and of the nature of records that are to be retained. Such records shall be retained until the superintendent or designee has authorized their destruction. Employee training on the district's records retention schedule shall specifically include information on the records that may need to be retained due to pending disciplinary or legal actions which otherwise are subject to routine disposal. If an employee has doubt about the need to retain any record otherwise scheduled for destruction, he/she shall consult with the superintendent or designee prior to destroying such records.[11]

The records' storage system devised by the superintendent and designee(s) shall be organized in a manner that enables the efficient retrieval of data and documents. The district shall have adequate backup of critical data which is stored electronically.[12] The system shall be communicated to employees in a manner that enables them to understand and follow the system's requirements.

In retaining and destroying records, no employee shall:

Destroy, alter, mutilate, conceal, cover up, falsify, or make a false entry in any record that may be connected to a disciplinary matter or lawsuit or to a matter within the jurisdiction of a federal or state agency, in violation of federal or state law or regulations.

Alter, destroy or conceal a document, or attempt to do so, with the intent to impair the document's availability for use in a disciplinary matter, lawsuit or an official proceeding or otherwise obstruct, influence or impede any lawsuit or official proceeding, in violation of federal or state law or regulations.

Retaliate or discriminate against an employee who refuses to violate this policy or to coerce or threaten an employee to violate this policy.

Failure to follow the requirements set forth in this policy may result in disciplinary action against the employee(s), up to and including termination. The district's board of directors prohibits and will not tolerate any
form of reprisal, retaliation or discrimination against any employee who, in good faith, has attempted to comply with this policy.

Notes: [1] While A.C.A. § 6-24-105(b)(1)(A)(i) permits a district to employ a Board member's family member for up to $5,000, and (c)(2)(A)(i) permits a district to enter into a non-employment contract with a board member's family member for up to $10,000 limit, during the total tenure of the Board member without the District having to receive waivers for such employment, the need to retain documentation for all compensation exists if for no other reason than to establish when that the limit may be reached.

[2] These are the records required to be maintained during a student's attendance at your district and must be aligned with Policy 4.38—PERMANENT RECORDS.

[3] This is limited to the dates a student attended school in your district and if the student earned a diploma. This is information students and adults need from time to time to prove they lived somewhere or to enroll in a college, for security clearances, or for background checks.

[4] This is a suggested length of time. The minimum time your district must keep financial records (specifically original receipts of district expenditures) is until the records have been audited. In setting up your retention schedule, you might consider the warrantee and/or depreciation schedule of the items purchased and keep all financial records until, at a minimum, the warranty has expired or the item has been fully depreciated. As with all other retention schedules, relevant data must be retained if there is pending litigation or the likelihood of litigation until the matter is resolved.

[5] A.C.A. § 6-24-115 makes it a criminal act to violate the statutes governing Board member and District employees' ethical behavior. A.C.A. § 5-1-109(c)(2) allows for a public servant to be charged for felonious conduct for up to ten years after the officer leaves office or the violation should have been discovered (whichever comes first), but this can be extended by an additional three years if the individual is out of state for a

continuous period under A.C.A. § 5-1-109(g). Employees are included in the definition of public servants, we chose the simpler position of having so the same retention requirements apply to both Board members and employees.

[6]DESE's rules only require all documentation to be retained for an individual if the **total** amount of the payments or reimbursements from vendors the individual receives during the fiscal year amount to three hundred dollars ($300) or more. We recommend retaining the documentation on **all** individuals regardless of whether the dollar amount was reached.

[7] The requirements contained within A.C.A. § 21-3-302 and 303 necessitate the addition of this record retention category. The five (5) year retention length is not required by statute but is recommended. Any civil suit that would require the documents included in the employment application would be barred after five (5) years by A.C.A. § 16-56-115. Retention for the five years would assure you had the necessary records if a suit was filed during that time.

[8]We suggest making this determination on a case-by-case basis using the latest of: the terms required by the grant, any related litigation is concluded, the records have been audited, or the five (5) year statute of limitations for contracts has expired.

[9] **Routine** deletion of records, email or other records, is not a problem **so long as** prompt action is taken to stop the deletion relating to matters that common sense and/or previous experience indicates could result in legal and/or disciplinary action. In districts that have routine deletion settings for electronic devices, the person responsible for halting the routine destruction of district records will need to inform the district's Network Administrator (or equivalent) when events trigger the need to retain information that would otherwise be routinely deleted.

[10] Due to the potential adverse repercussions for the failure to cease the destruction of such records, the person responsible for making a "cessation" decision should be close to the source of the cause precipitating the cessation. When an incident occurs that common sense and/or previous experience indicate could result in legal and/or disciplinary action, the routine destruction of district records relating to the incident must be suspended until such time as the legal or disciplinary action, or the likelihood of such action, has concluded. The Federal Rules of Civil Procedure (FCRP) as amended in December of 2006 specifically require litigants to be able to produce pertinent electronically stored information (ESI). FCRP's Rule 37(f) specifically acknowledges the need for routine deletion of records. The issue becomes one of a "good faith" effort to stop record destruction when necessary. The committee's (responsible for developing the rules) notes on this matter state: *"When a party is under a duty to preserve information because of pending or reasonably anticipated litigation, intervention in the routine operation of an information system is one aspect of what is often called a 'litigation hold.' Among the factors that bear on a party's good faith in the routine operation of an information system are the steps the party took to comply with a court order in the case or party agreement requiring preservation of specific electronically stored information."* Records

that cannot be produced in a timely manner and/or have been destroyed when common sense and/or previous experience indicated legal and/or disciplinary action could result can cause the district unnecessary and expensive trouble. Besides the inevitable bad public relations of having destroyed records that, the press will be sure to point out, obviously should have been retained, there can also be significant financial costs and/or penalties for the process of attempting to retrieve the records. ASBA would like to stress that deleting electronic records doesn't really get rid of them until they have been overwritten several times by new entries. The process of getting to the supposedly deleted records can be a costly one.

11 If there is any doubt concerning the need to retain, prudence would dictate retention.

12 While there is a need and/or a place for different formats of document storage/retention (paper, audio tape, video tape, micro-fiche, computer disk), the space required for records storage quickly tilts the equation in favor of electronic methods to the maximum extent possible. The vast majority of documents can be transferred electronically (if created electronically) or scanned into a digital format (if created on paper) and stored on external hard drives, firewalls, servers, tape drives, CDs or DVDs. While this method/process is not free, it can be relatively inexpensive and quite possibly save the district money in the long run when stored records are needed. Consult with your district's technology person to devise the system that will best meet your district's needs, but here are a few points to consider. 1) When scanning, store the documents as PDFs which uses little memory space. If you do the scanning in an Optical Character Recognition (OCR) format, the final documents can be stored in a data base and searched which can save you many hours and much frustration when you need to retrieve something (which is, after all, the reason for the storage). 2) Make multiple copies of the stored documents on separate external storage devices and store the duplicate devices at separate locations to ensure the survival of at least one copy if there is a fire or natural disaster that destroys one of the storage sites. This should be included as part of the district's Disaster Recovery Plan. 3) It is important to remember that technology gets old and obsolete. This necessitates that you establish a schedule or a trigger for the updating of the stored data/documents that are to be retained for more than 10 years. For example, CDs an external hard drives are being replaced with storage servers or cloud-based storage. In short, you need to include file format update/upgrades as part of your district's technology plans.

Cross References: 1.22—RECORDING OF BOARD MEETINGS
Policy 3.19—LICENSED PERSONNEL EMPLOYMENT
4.48—VIDEO SURVEILLANCE AND OTHER STUDENT MONITORING
Policy 7.16—INFORMATION TECHNOLOGY SECURITY
Policy 8.13—CLASSIFIED EMPLOYMENT

Legal References: A.C.A. § 5-1-102
A.C.A. § 5-1-109(c)(2), (g)

A.C.A. § 6-13-619
A.C.A. § 6-17-104
A.C.A. § 6-17-2301
A.C.A. § 6-18-901
A.C.A. § 6-24-102(8)(15)
A.C.A. § 6-24-105(d)
A.C.A. § 6-24-106(c)(6)
A.C.A. § 6-24-107(c)
A.C.A. § 6-24-115
A.C.A. § 21-3-302, 303
A.C.A. § 25-19-106
DESE Rules Governing Ethical Guidelines and Prohibitions for Educational Administrators, Employees, Board Members, and Other Parties
DESE Rules Governing the Arkansas Educational Support and Accountability Act
C.F.R. § 31.6001-1
C.F.R. § 99.2
Federal Rules of Civil Procedure Numbers 16, 26, 33, 34, 37, and 45

Date Adopted: 8-11-2008

Last Revised: 7-14-2014, 6-8-2015, 2-25-2016, 6-28-2018, 6-17-2019

7.16—INFORMATION TECHNOLOGY SECURITY

The superintendent shall be responsible for ensuring the district has the necessary components in place to meet the district's needs and the state's requirements for information technology (IT) security. To aid the superintendent in creating, monitoring, and updating the District's IT Security system, the superintendent shall appoint an information security officer (ISO). The ISO shall be responsible for:

Overseeing the District-wide IT security system;
Development of District IT policies and procedures;
Development and leading of employee training on the IT Security requirements;
Ensuring compliance with the adherence to the Division of Elementary and Secondary Education (DESE) IT Security standards.

The ISO shall work with other IT staff, the superintendent, and district management appointed by the superintendent to develop a District IT Security system necessary to meet the requirements of this policy and DESE's standards. The IT security system shall contain the necessary components designed to accomplish the following:

The District IT security system shall contain mechanisms, policies, procedures, and technologies necessary to prevent disclosure, modification, or denial of sensitive information.

For the purposes of the IT Security system, "sensitive data" is any and all student and employee data that is either personally identifiable information (PII) or any non PII information that, if assembled together, would allow a reasonable person to identify an individual. Sensitive data includes, but is not limited to:

Student personally identifiable information, except as allowed by the Family Educational Rights and Privacy Act (FERPA);[1] and
Employee personally identifiable information, except as required by Ark. Code Ann. § 6-11-129.

All District employees having access to sensitive information shall receive annual IT security training, which shall emphasize the employee's personal responsibility for protecting student and employee information.

Physical access to computer facilities, data rooms, systems, networks and data will be limited to those authorized personnel who require access to perform assigned duties.

User workstations shall not be left unattended when logged into sensitive systems or data that includes student or employee information. Workstation settings shall be set for automatic log off and require a password for the system to restore from screensavers.

All equipment that contains sensitive information shall be secured to deter theft. No sensitive data shall be retained on laptops and/or remote devices (home computer, thumbdrives, cellphones, CDs, etc.) unless it is encrypted in accordance with the Arkansas State Security Office's Best Practices.

Server rooms and telecommunication rooms/closets shall be protected by appropriate access control. The rooms shall be segregated from general school or District office areas to restrict access. Server room access control shall be enforced using keys[2] to allow unescorted access only to IT or management staff who require the access to perform their job functions.

Network perimeter controls will be implemented to regulate traffic moving between trusted internal (District) resources and external, untrusted (internet) entities. All network transmission of sensitive data shall enforce encryption where technologically feasible.

The District shall maintain a network configuration management program that includes at a minimum:

A network diagram identifying all connections, addresses, and purpose of each connection including management approval of all high risk internet-facing ports such as mail (SMTP/25), file transport protocol (FTP/20-21), etc.

All public facing (internet) servers and workstations segmented on a demilitarized zone (DMZ) that keeps them separate from the internal District network. Segmentation shall be through Firewall, state supplied ASA[3].

All wireless access shall require authentication. The DISTRICT wireless networks will deploy network authentication and encryption in compliance with the Arkansas State Security Office's Best Practices. Scans for rogue wireless devices will be conducted at a minimum monthly. Any Rogue wireless device shall be disabled.

Remote access with connectivity to the District internal network shall be achieved using encryption.
Appropriate WARNING BANNERS shall be implemented for all access points to the District internal network.

System and application access will be granted based upon the least amount of access to data and programs required by the user in accordance with a business need-to-have requirement.

The District shall enforce strong password management for:

Employees and contractors as specified in Arkansas State Security Office Password Management Standard.

Students as specified in Arkansas State Security Office K-12 Student Password Management Best Practice.

User access shall be limited to only those specific access requirements necessary for an employee to perform his/her job functions. Where possible, segregation of duties shall be utilized to control authorization access.

User access shall be granted and terminated upon timely receipt of a documented access request/termination . All access requests shall require approval by the ISO or designee. Ongoing access shall be reviewed for all users at a minimum annually.

Audit and log files shall be generated and maintained for at least ninety (90) days for all critical security-relevant events, including but not limited to:

Invalid logon attempts;
Changes to the security policy/procedures; and
Failed attempts to access objects by unauthorized users.

IT administrator privileges for operating system(s), database(s), and applications shall be limited to the minimum number of staff required to perform these sensitive duties.

Application development and maintenance for in-house developed student or financial applications will adhere to industry processes for segregating programs and deploying software only after appropriate testing and management approvals.

Any custom-built student or financial applications or supporting applications that interface, integrate with, or provide queries and reporting to/from student or financial systems shall be developed using a system development life cycle approach that incorporates at a minimum:

Planning, requirements, and design;
User acceptance testing (UAT);
Code reviews; and
Controlled migration to production.

Any changes to core or supporting applications that provide student or financial processing or reporting shall be implemented in a controlled manner that includes at a minimum:

Documentation of any change, including changes to both infrastructure and application;
Management approval of all changes; and
Controlled migration to production, including testing as appropriate.

Monitoring and responding to IT related incidents will be designed to provide early notification of events and rapid response and recovery from internal or external network or system attacks.

The District shall develop and maintain an incident response plan to be used in the event of system compromise that shall include:

Emergency contacts;[4]
Incident containment procedures; and
Incident response and escalation procedures.

To ensure continuous critical IT services, the District ISO will develop a business continuity/disaster recovery plan appropriate for the size and complexity of the District IT operations.

The district-wide business continuity plan shall include at a minimum:

Procedures for performing routine backups at least weekly and the storage of backup media at a secured location other than the server room or adjacent facilities. Backup media shall be stored off-site a reasonably safe distance from the primary server room and retained in a fire resistant receptacle.

A secondary backup processing location, such as another School or District building, shall be identified.

A documented calling tree with emergency actions to include:

- Recovery of backup data;
- Restoration of processing at the secondary location; and
- Generation of student and employee listings to ensure an accurate head count.

Server and workstation protection software will be deployed to identify and eradicate malicious software attacks such as viruses, spyware, and malware.

Spyware and virus protection software shall be installed, distributed, and maintained on all production platforms, including:

File/print servers;
Workstations;
Email servers;
Web servers; and
Application and database servers.

Malicious software protection shall include:

update downloads;
Weekly scanning;
The malicious software protection to be in active state (realtime) on all operating servers/workstations.

All security-relevant software patches shall be applied within thirty (30) days and critical patches shall be applied as soon as possible.[5]

Notes: [1] More information on FERPA may be found in Policy 4.13—PRIVACY OF STUDENTS' RECORDS/ DIRECTORY INFORMATION.

More information, including a copy of DESE's IT Security Policy, may be found at https://adedata.arkansas.gov/security.

[2] Insert the method used to restrict access. The types of methods suggested are keys, electronic card readers, or a similar method.

[3] Insert your method for segmentation of the network. The recommended methods are firewall, router, virtual local area network (VLAN), or a similar network access control device that does not allow internet traffic to access any internal system without first passing through a DMZ or network device rule set.

[4] The list of recommended emergency contacts contains:

Vendors;
DIS;

DESE/APSCN;
Law enforcement; and
District employees.

[5] DESE recommends that districts consider implementing enterprise servers for required updates to conserve network resources.

Legal Reference: Commissioner's Memo RT-15-010
A.C.A. § 4-110-101 et seq.

Date Adopted:7/13/2009

Last Revised: 6-8-2015, 7-10-2017, 6-4-2019

7.17--STUDENT MEAL CHARGES

POLICY: The district does not provide credit for students to charge for meals, a la carte, or other food and beverage items available for purchase in the school food service areas. Meals, a la carte, or other food and beverage items may be purchases by either providing payment for the items at the time of receipt or by having a prepaid account with the district that may be charged for the items. Parents, or students choosing to do so, may pay in advance for meals, a la carte, or other food and beverages through any of the following methods:

Submitting cash or check payment in the cafeteria, school office or classroom.
Depositing funds through the district's online service at www.EZSchoolPay.com

PROCEDURES:

All Schools:

In accordance with Arkansas law, the district allows students whose accounts do not have enough funds to purchase a meal to receive an unpaid reimbursable meal at no charge.

At the beginning of each school year, each student will be provided a printed copy of the district's meal policy as well as printed information regarding the procedures and various options for meal payment at their particular school site, one of which is an online option. All students will also be provided with an application for free and reduced price meals. These documents may be included as part of the student handbook and in a separate information packet.

Once per week, automated phone calls will be made to the parent/guardian of each student who owes lunch charges in any amount.

Once per week balance reminders will be sent via email to parents with a valid email address on file.

All unpaid meal charges at the end of each school year will be paid by each building's activity account. Records of all student account balances will be printed and filed in the office of the Child Nutrition Director at the end of each fiscal year.

Refunds of positive account balances may be processed at the end of each school year, when/if a student is approved for free meals or upon student withdrawal from the district. A request for refund form signed by the parent/guardian must be submitted to the Child Nutrition Department for any refunds. Unclaimed funds for students leaving the district must be requested within 30 calendar days after the end of the school year during which the student left. Unclaimed funds will then become the property of the Beebe Public Schools Child Nutrition Program.

Meal charge collection will be included in the office checklist for any student who transfers out of the district or graduates, and request for payment of outstanding meal charges will be made at the time of withdrawal.

Meal charges that remain unpaid for students who have left the district will be considered "bad debt," and this cost will be reimbursed from funds received from each building's activity account.

Grades Pre K – 8:

Once per week, on a day chosen by the individual school's Child Nutrition Manager in conjunction with office personnel, meal charge notices will be printed and sent home with all students who owe any amount. A list of charges will be provided to each building principal prior to parent/teacher conferences. Charge slips will also be made available to parents at this time.

Charging of individual / a la carte items such as bottled beverages and other "extra" items will not be permitted unless a written or emailed note from the parent is on file and there is a consistent history of prepayment.

Grades 9-12

Once per month, on a day chosen by the individual school's Child Nutrition Manager in conjunction with office personnel, meal charge notices will be printed and sent home with all students who owe any amount. A list of charges will be provided to each building principal prior to parent/teacher conferences. Charge slips will also be made available to parents at this time.

Charging of individual / a la carte items such as bottled beverages, snacks and other "extra" items will not be permitted in any situation.

Date Adopted: 7-13-2009

Date Revised: 7-10-2017, 6-17-2019

7.17.1—EXCESS FOOD

Definition

"Excess food" means any food that remains after the serving of breakfast and lunch to students during the school day; however, "excess food" does not include any food that has expired, been opened, or been consumed.

Excess food shall be handled in accordance with U.S. Food and Drug Administration regulations and Arkansas Department of Health rules.

Excess Food Sold a la carte[1]

Exess food may be sold a la carte no later than the day immediately following the day the excess food was served in the District's school meal service.

Donation of Excess Food

When it is not feasible for the District to reuse excess food, excess food may be donated to a non-profit organization, such as a community food bank, homeless shelter, or other nonprofit charitable organization.

The District's Child Nutrition Director (Director), after consultation with and approval by the superintendent, may identify a nonprofit "partner" that will accept the District's excess food. Before the District may donate food to the nonprofit partner, the Director shall obtain a copy of the nonprofit partner's 501(c)(3) documentation and contact information for use when excess food is available for donation.

Whenever excess food is donated, the Director shall document all of the following on the form provided by the Child Nutrition Unit:

What, how much and when excess food donations are made;
Who picks up the excess food for the nonprofit partner, including a signature along with the date and time of the pick up; and
Signature of the child nutrition staff when excess food is donated to the nonprofit partner.

Following the donation of excess food, the Director shall:

Monitor excess food donations;
Report excess food cost to administration; and
Revise planned production and menus to minimize excess food.

The nonprofit partner shall agree to provide the District's students the first opportunity to receive the donated excess food. The superintendent, Director, and nonprofit partner shall work together to adopt procedures[2] for the providing of excess food to the District's students.

Notes: [1] If your district does not have an a la carte program, delete this portion of the policy.

[2] When developing the procedures, one item to consider would be to have the district (not the school food authority) either provide space the nonprofit partner may use to provide a refrigerator or the district could provide space and a refrigerator for the nonprofit partner to use to store the donated food until the completion of the distribution of the donated food to the district's students; this would reduce the amount of time that the excess food is outside of a temperature controlled environment between when the food is donated and the food is distributed.

Legal References: A.C.A. § 6-18-716
Commissioner's Memo CNU-16-033
7 C.F.R. § 210.10
7 C.F.R. § 210.11

Date Adopted:6-17-2019

Last Revised:

7.18 – DISPOSAL OF NON-NEGOTIATED CHECKS OR UNCLAIMED PROPERTY

State law specifies how the district is to dispose of retained funds in the form of issued but non-negotiated checks that have been not been presented for payment within one calendar year. The district shall dispose of these retained funds in accordance with the law and remit the amount of all non-negotiated checks to the Unclaimed Property Division of the Arkansas Auditor's Office.

The district shall make a good faith effort to return physical items that have been left on district property to their rightful owners. When contact information is known for the owner of an item of a non-perishable nature left at the district, the district shall use the information to attempt to contact the owner to inform him/her of the location of the item. Owners of such items shall be given at least three weeks to pick up the item he/she left at the district. If the owner fails to pick up the item within the time allotted, the district may dispose of the item in a manner of its choosing.

The district is under no obligation to retain an abandoned, perishable item left on district property.

Notes: The first paragraph of this policy is short, but it has great importance especially if your district has not been submitting reports as the law requires. Checks are considered to be non-negotiated when they have not been paid by the bank from the school district's checking account and shown as cleared on the school district's bank statement. Funds are considered "unclaimed" after a check has been issued and mailed, but is not presented for payment at the bank or appear on the bank statement in the 12 month period after it has been issued. Districts are required to file annual reports by October 31.

> The state auditor's website http://www.auditor.ar.gov/index.html has a section that does a good job of explaining the requirements.

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Legal References: A.C.A. § 18-28-201
A.C.A. § 18-28-202(11), (c), (d)
A.C.A. § 18-28-204
A.C.A. § 18-28-206
A.C.A. § 18-28-207
A.C.A. § 18-28-208(a)
A.C.A. § 18-28-210(b)(c)
A.C.A. § 18-28-217
A.C.A. § 18-28-221(a)
A.C.A. § 18-28-224

Date Adopted: 06-14-2010

Last Revised:

7.19—SERVICE ANIMALS IN DISTRICT FACILITIES

In accordance with the provisions of the Americans with Disabilities Act and Arkansas statutes, service dogs and trained miniature horses[1] (hereinafter referred to as *service animals*) are permitted for use by individuals with disabilities on district property and in district facilities provided the individuals and their animals meet the requirements and responsibilities covered in this policy.

When an individual with a disability seeks to bring a service animal into a district facility, the district is entitled to ask the individual:

If the animal is required because of a disability; and
What work or task the animal has been trained to perform.[2]

While the district is not entitled to ask for documentation that the animal has been properly trained, but the individual bringing the animal into a district facility will be held accountable for the animal's behavior.

Any service animal brought into a district facility by an individual with a disability must have been trained to do work or perform tasks for the individual. The work or tasks performed by the service animal must be directly related to the handler's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do **not** constitute work or tasks for the purposes of this policy; no animal brought solely for any of these reasons shall be permitted on school grounds.[3]

Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of a public entity's facilities where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go.

A service animal shall be under the control of its handler. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means.

A service animal shall be groomed to prevent shedding and dander and shall be kept clean of fleas and ticks.

District staff may ask an individual with a disability to remove a service animal from the premises if:

The animal is out of control and the animal's handler does not take effective action to control it;
The animal is not housebroken; or
Making reasonable accommodations for the service animal's presence would fundamentally alter the nature of the service, program, or activity.

If the district excludes a service animal due to the reasons listed above, the district shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises.

The District and its staff are not responsible for the care or supervision of a service animal brought onto district property or into district facilities by an individual with a disability. Students with service animals are expected to care for and supervise their animal. In the case of a young child or a student with disabilities who is unable to care for or supervise the service animal, the parent is responsible for providing care and supervision of the animal. Prior to working in the school, any person responsible for providing care and supervision of the animal must go through the same process for background checks as required of all employees of the school system.

The District shall not ask or require an individual with a disability to pay a surcharge, even if people accompanied by pets are required to pay fees, or to comply with other requirements generally not applicable to people without pets.[4]

Individuals should be aware that under Arkansas law the misrepresentation of an animal as a service animal or a service animal in training to a person or entity operating a public accommodation may subject the individual to a civil penalty.

Notes: The Department of Justice has published an FAQ on service animals. A copy may be found on the Policy Resources Page at http://arsba.org/policy-resources.

[1] A service dog may be any breed even if the breed is restricted by a local ordinance. A miniature horse is not one specific breed, but may be one of several breeds, with distinct characteristics that produce animals suited to service animal work. The animals generally range in height from 24 inches to 34 inches measured to the withers, or shoulders, and generally weigh between 70 and 100 pounds. There is a bit more flexibility for Districts in determining if a facility can accommodate a horse than for a dog. Miniature horses are less flexible than dogs and therefore may not fit into smaller spaces as well as a dog. In specific instances when the horse's size poses a legitimate safety hazard, the horse could be prohibited from that specific event or facility. Keep in mind, however, that if a facility could reasonably accommodate a 24" dog, it could likely accommodate a 24" horse.

[2] Districts are **not** allowed to ask about the nature or extent of a person's disability.

[3] This paragraph is optional. The school is not required to allow an individual to bring an animal that is only for crime deterrence, emotional support, or comfort onto school grounds but may do so if it wishes.

[4] The District can only charge an individual with a disability for damage caused by his or her service animal if it charges other individuals for damages they cause.

Legal References: 28 CFR § 35.104
28 CFR § 35.136
28 CFR § 36.302
A.C.A. § 20-14-304
A.C.A. § 20-14-308
A.C.A. § 20-14-314

Date Adopted: 7-14-2014

Last Revised: 2-25-2016, 6-17-2019

7.19.1—THERAPY ANIMALS

Definitions

"Therapy animal" means an animal that is a graduate of a program through an assistance dog organization that is a member of Therapy Dogs International or a similar nonprofit organization that attempts to select the highest standard of training for animals for the purpose of emotional support, well-being, comfort, or companionship to school district students. Therapy animals are the personal property of a school district employee or volunteer and are not owned by the school district. Therapy animals do not meet the definition of "service animals" under the Americans with Disabilities Act.

"Therapy animal handler" means an employee of the school district or volunteer who has received training and passed an evaluation from Therapy Dogs International or a similar nonprofit organization for handling a specific therapy animal and who will be handling and overseeing care of that specific therapy animal for the entire time the animal is on a District campus.

The District recognizes that specially trained therapy animals can provide educational benefits for District students. District staff who wish to have therapy animals made available to students shall submit a plan to the building principal. The proposal shall address all of the following areas:

- The location for the therapy animal to be kept when the therapy animal is on campus, which must meet all of the following conditions:[1]
  - Direct access to the outdoors to permit the therapy animal to enter and exit the building without using the building's interior hallways;
  - Free of an intake for the building ventilation system or an independent ventilation system;
  - Non-porous surfaces, including carpet-free floors, for easy hair removal, cleaning, and sanitation;
- The proposed therapy animal or the therapy animal service provider:
  - The certification the proposed therapy animal has received, including the training required to receive the certification;
  - the credentials of the certification providers ;
  - Copy(ies) of the temperance evaluation (s) of the proposed therapy animal;
  - The credentials of the temperance evaluator(s);
  - Proof Demonstrating the therapy animal is current on all vaccinations;
- Students:
  - The set(s) of students whom the therapy animal is intended to serve;
  - Proposed training to be provided to students on the appropriate behavior and treatment of the therapy animal;
  - Consequences for inappropriate treatment of the therapy animal;
  - The anticipated goals for and intended uses of the therapy animal;
- The therapy animal's handler must provide:
  - The individual(s) who will be responsible for handling the therapy animal;
  - Training obtained by the proposed handler(s);
  - The credentials of the providers of the handler's training;

Proposed schedule for the handler(s) to provide necessary care for the therapy animal, including exercise, feeding, watering, bodily functions, and any cleanup resulting from caring for the animal; and

Proof of an insurance policy that provides liability coverage for the therapy animal while on District property.

The building principal may reject the proposal if:

- The proposal does not meet the requirements of this policy;
- The principal does not perceive any educational benefit to be achieved based on the information contained in the proposal;
- The building principal believes that the time required to meet the needs of the therapy animal is inconsistent with the assigned duties of the school employee(s) proposed as the therapy animal's handler(s); or
- The proposal is otherwise inconsistent with the needs of the school or school building.

The building principal shall submit any proposal the principal desires to be approved to the superintendent, or designee, for final review and approval. If the superintendent, or designee, approves the proposal, the superintendent, or designee, shall submit written approval for an individual documented therapy animal or for a therapy animal service before the individual animal or an animal provided by the therapy animal service may be present on a District campus.

Any approved therapy animal program may have its approval suspended or curtailed, at any time, for any reason. District employees shall not receive any additional pay, stipend, or compensation for providing the therapy animal or for being the handler and/or the owner of the therapy animal. The supervision and care of the approved therapy animal is solely the responsibility of the therapy animal handler(s) when the therapy animal is on a District campus. The therapy animal handler will assume full responsibility and liability for any damage to school district property or injury to district staff, students, or others while the therapy animal is on a District campus. The therapy animal handler must maintain an insurance policy that provides liability coverage for the therapy animal while on District property.

Approved therapy animals must be clean, well groomed, in good health, house broken, and be current on all vaccinations and immunizations. An approved therapy animal shall have appropriate identification identifying it as a therapy animal at all times while on District property. The therapy animal shall be under the control of the therapy animal's handler(s) at all times, which requires the therapy animal be attached to the therapy animal's handler by means of a leash or harness whenever the therapy animal is on District property and outside of its designated room.

The building principal is to receive a verbal report within fifteen (15) minutes of any act of aggression or defensive behavior by the therapy animal towards a human, which includes vocalizations such as growling, or any aggressive or inappropriate behavior by a student directed toward a therapy animal. A full written incident report shall be submitted to both the building principal and the superintendent, or designee, before the close of the following school day. An act of aggression or defensive behavior by a therapy animal shall result in:

- An immediate end of the current student's session with the therapy animal;

The prohibition of any further interactions between the therapy animal and students for the remainder of the school day; and

Exclusion of the therapy animal from campus until the superintendent, or designee, completes an investigation and authorizes the therapy animal's return to campus.

At no time will a therapy animal be taken through a District building to meet with a student. Students who have time scheduled with a therapy animal shall go to the room where the therapy animal is located. A student shall not schedule or attend a session with the therapy animal until the student's parents, or the student if over eighteen (18) years of age, provides written authorization for the student to use the services of a therapy animal.

If a student demonstrates symptoms of an allergic reaction during or after a session with the therapy animal, the student's parents shall receive written notification of the possibility of their student's allergy and that the student shall not have any future sessions with the therapy animal. If other student's in the same classroom demonstrate symptoms of an allergic reaction following a student's return to class after a session with the therapy animal, no further sessions with the therapy animal shall be scheduled for students in that classroom and the parents of a student who demonstrated symptoms of an allergic reaction shall receive written notification of their student's possible allergy.

This policy is not intended to, and does not, allow students, parents, or staff to bring emotional support animals onto any District campus. Individuals who bring an animal onto a District campus that does not meet the definition of a service animal under policy 7.19—SERVICE ANIMALS or that has not been approved under this policy shall be asked to leave campus. Repeated violations may result in disciplinary or legal action.[2]

Notes: This is an optional policy. If you do not wish to allow therapy animals on campus, do not adopt this policy.

[1] While none of the items on this list are required by law, the items included for the room standards are very strongly recommended in order to try and lower potential allergy issues.

[2] This paragraph is very important to ensure that a distinction is made between certified therapy animals, service animals, and animals an individual may have just for the emotional support the animal provides.

Cross Reference: 7.19—SERVICE ANIMALS

Date Adopted: 8-20-2018

Last Revised:

7. 19.2—ENERGY MANAGEMENT CONSERVATION

Energy usage at each of the Beebe Public School District's facilities at minimal cost and without interruption of the instructional program is the responsibility of the Board of Education and the Superintendent. Energy conservation and management is of such importance that the following Board policies and guidelines are established with directives to all employees to conserve energy usage in the areas of heating, cooling, lighting, the use of hot water and other material resources and operations of all equipment.

The superintendent and his/her staff are charged to insure that every reasonable effort is made to conserve energy and natural resources while exercising sound financial management.

All administrators, teachers and support personnel are expected to implement the Energy Conservation and Building Management Guidelines when appropriate and as directed.

The building principal shall be accountable for the judicious use of systems which utilize energy to insure the efficient and effective utilization of energy.

The school system will develop goals and monitor progress towards achieving them in the areas of facilities management and preventive maintenance.

Specific information on responsibilities and conservation strategies are included in the accompanying "Guidelines," which may be amended from time to time by the Board of Education and/or Administrative Staff.

Legal References:

Date Adopted: 10-11-2010

Last Revised:

7.20 – ELECTRONIC FUND TRANSFERS

District funds shall only be disbursed by the district treasurer upon the receipt of checks or warrants signed by the District Board of Directors' Disbursing Officer and the Superintendent or through the electronic transfer of funds. Any electronic transfer of funds must be initiated by the District and authorized in writing by both the Disbursing Officer of the school district Board of Directors and the Superintendent.

For the purposes of this policy, "initiated by the District" means the District controls both the timing and the amount of the funds transfer.

The district treasurer shall maintain evidence of authority for the disbursement in the form of invoices, payrolls that conform with written contracts on file in his/her office, or other appropriate documentation indicating an authority to disburse District funds.

"Other appropriate documentation" includes one-time, signed authorization for recurring transactions. The Board of Directors Disbursing Officer must pre-authorize the electronic transfer of funds for non-recurring transactions which can be accomplished by a signed authorization or an email authorizing such a disbursement of funds. [1]

Notes: [1]Commissioner's Memo Com-12-036 suggests the use of email as a way to obtain pre-authorization for non-recurring transactions. You may add to or change this language to reflect district practice provided adequate internal control is maintained for such transactions.

The Commissioner's Memo strongly discourages use of district debit cards. While we did not include any language to that effect in this policy, we agree with both the DESE and Legislative Audit that districts would be wise to avoid their use. The occasional use of District credit cards is unavoidable, but Legislative Audit urges stringent internal controls to help ensure such use is not abused.

Cross Reference: 1.16—DUTIES OF BOARD DISBURSING OFFICER

Legal References: A.C.A. § 6-13-701(e)
Commissioner's Memo Com-12-036

Date Adopted: 04-09-2012

Last Revised: 6-4-2019

7.21—NAMING SCHOOL FACILITIES

Except as otherwise permitted in this policy or Arkansas law, the District shall not name any building, structure, or facility, paid for in whole or in part with District funds, for an individual living at the time of its completion who, in the ten (10) years preceding its construction, was elected, or held, a federal, state, county, or municipal office and received a salary for his/her service.

Exceptions to the preceding paragraph may be made when a building, structure, or facility is a constructed through the use of at least 50% private funds or, the name refers to:

an individual(s) living at the time of its completion and who has historical significance;
an individual who is or has been a prisoner of war; or
a living individual who is at least 75 years of age and is retired.

Note: This policy was triggered by Act 1225 of 2013. Prior to the act there were no statutory naming restrictions applicable to school districts. The key language in the new restrictions is the person must be either elected **or** held office **and** received a salary for the office. This would **exempt**, for example, school employees and also school board members, but would **include** the Commissioner of Education, the governor, or a federally appointed judge.

Legal Reference: A.C.A. § 25-1-121

Date Adopted: 7-11-2013

Last Revised: 5-12-2014

7.22—PRIVATE SPONSORSHIP OF EXTRACURRICULAR EVENTS

The Superintendent, or designee, may negotiate for the private sponsorship of an event to take place during the time allotted for a half-time break of any of the District's interscholastic activities. The amount of time for a half-time break shall not be extended for the event.

The school district shall not discriminate against potential sponsors based on political affiliation, religion, or perceived message. The superintendent, or designee, may decline sponsorship for any of the following reasons:

The sponsored event would conflict with school or school group presentations;
The proposed event would be logistically impracticable due to the estimated time, required materials for the event, or for other reasons associated with the implementation of the event;
The proposed event would make continuation of the interscholastic activity impracticable due to residual mess/trash resulting from the activity; or
The proposed event would present an unacceptable safety risk to students or viewing audience.

The superintendent's, or designee's, decision to accept or decline the proposed sponsored event shall be final.

Any potential sponsor shall be required to demonstrate proof of an in force, minimum face value one million dollar ($1,000,000) general liability insurance policy that would cover the event. The sponsor must also agree to indemnify the school against any damages to school property, school employees, students, or bystanders that arise as a result of the sponsored event as well as from any law suits that are filed in response to such damages.

There shall be no live or recorded speech, music, or other media provided by the sponsor used during the sponsored event.[1] A member of the school's administration shall announce the name of the sponsor of the event and shall be present to assist in conducting the event. The school administrator shall be a neutral participant and shall only make content neutral statements during the event. To meet this standard, the administrator shall not promote or act in a manner that creates the appearance, or that could give the impression, that the District sponsors, endorses or otherwise agrees with the product, person/group, or event being promoted by the sponsor. No school employee may act as the representative of a sponsor or wear attire/apparel that is provided by the sponsor or that could be interpreted as promoting the sponsor's interests. Employees or representatives of/affiliated with the sponsor may be present at the event and stand with the member of school administration who is announcing and conducting the event; such employees/representatives of the sponsor may wear clothing identifying them as sponsors of the event.

The superintendent, or designee, shall have the authority to regulate the time, place, and manner of the distribution of promotional materials by the event sponsor. "Promotional materials" includes, but is not limited to, pamphlets, pens/pencils, sports equipment (whether miniature or full sized), or clothing. The event sponsor shall provide the superintendent, or designee, with a complete list of the types of promotional materials the event sponsor intends to distribute at the event so that the superintendent, or designee, may make an informed decision on the time, place, and manner of distribution that would result in the least amount of disturbance with the interscholastic activity.

The superintendent, or designee, should take the following into account when determining the best time, place, and manner of distribution of promotional materials:

Whether the promotional materials could be a distraction to participants in the interscholastic activity due to the promotional material emitting light or noise;
Whether the promotional materials have a high possibility of being able to be used against participants of the interscholastic activity to attempt to alter the outcome of the activity;
The possibility that the promotional materials would be left by recipients to become litter; and
The possibility that the promotional materials would divert the attention of the audience from the interscholastic activity.

The superintendent, or designee, shall limit the distribution of promotional materials to audience members when they are entering the school building/arena, during the sponsored half-time event, and/or when they are leaving the school building/arena. The superintendent's, or designee's, restrictions on the time, place, and manner of promotional materials shall be final.[2]

Any funds received through private sponsorship shall be placed in the District's Activity Account. The superintendent, or designee, should follow the policy for receiving public gifts or donations when negotiating the sponsorship amount, as set forth in policy 6.3—Public Gifts and Donations to the Schools.

Notes: [1] The purpose of the media restriction is to protect the District from First Amendment lawsuits. First, the restriction prevents the District from being sued based on any misperception that the District endorses any perceived message resulting from the provided media. Second, having such a restriction provides the District protection from suits that the District has been limiting, or not limiting, the content of any message. Third, the restriction prevents the creation of an open forum as it does not allow for any input from the community.

[2] While no law requires time, place, or manner restrictions on the distribution of materials, restrictions that are reasonable are constitutional. The examples in the paragraph are not intended to be exhaustive, but can be used to help you in choosing how best to limit possible interference with the extracurricular event.

Cross Reference: Policy 6.3 —Public Gifts and Donations to the Schools

Legal Reference: DESE Rules Governing Athletic Revenues and Expenditures for Public School Districts

Date Created: 7-14-2014

Last Modified: 2-25-2016, 6-4-2019

7.22F—EVENT SPONSOR AGREEMENT

The Beebe School District (hereafter "District") and _____ (hereafter "Sponsor") agree that Sponsor shall be permitted to sponsor an event to take place during the half-time break of the interscholastic activity that is scheduled on _____.

Sponsor promises to pay to District the amount of_____ for the privilege of being announced as the sponsor of the above event.

Sponsor agrees to abide by District's time, place, and manner restrictions on the distribution of all promotional materials related to the above sponsored event.

Sponsor has provided District proof of an in force, minimum face value one million dollar ($1,000,000) general liability insurance policy that will cover the above event.

I,_____, acting as a lawful an authorized representative of Sponsor, certify that I have the authority to enter into this agreement, and authorize payment to District. I understand that the half-time event will not be scheduled until this agreement is fully executed and full payment under this agreement has been received by District.

Indemnification Agreement

Sponsor promises to indemnify, hold harmless, and defend District, its agents and employees from any lawsuits, causes of action, claims, liabilities, and damages of any kind or nature, including, but not limited to: attorney's fees and costs arising from this contract, whether such attorney's fees and costs are attributable in whole or in part to any act, omission, or negligence of District, it's agents or employees, and including, but not limited to, any and all lawsuits, causes of action, claims, liabilities and damages, as provided above which District, its agents or employees may sustain by reason of any failure by Sponsor to indemnify as provided herein, or any failure by Sponsor to otherwise perform its obligations pursuant to this Contract, or by reason of the injury to or death of any person or persons or the damage to, loss of use of or destruction of any property resulting from this agreement.

I,_____, acting as a lawful an authorized representative of Sponsor, certify that I have read, understood, and accept the above indemnification agreement.

_____ _____

Sponsor Representative's Signature Date

I,_____, acting as a lawful and authorized representative of District certify that Sponsor has tendered the promised amount and has met all the requirements to be a sponsor as set forth in District Policy 7.22—PRIVATE SPONSORSHIP OF EXTRACURRICULAR EVENTS.

_____ _____

District Representative's Signature Date

7.23—HEALTH CARE COVERAGE AND THE AFFORDABLE CARE ACT

Definitions

"Dependent", for purposes of this policy, means an employee's child(ren) and/or spouse who are enrolled by the employee in health care coverage through the District's health care plans.

"Full-time school bus driver" means a person employed by the District to drive regular routes during the annual school year:

- Who contracts with the District to operate a school bus for at least seven hundred twenty (720) hours during the school year;
- Whose primary source of income during the school year is obtained by operating a school bus for the District; or
- Who contracts with the District to operate a school bus and is designated by the superintendent as a full-time school bus driver, regardless of the number of hours for which the person is contracted.

"Full-time employee", for purposes of this policy, means an employee who is:

- In a position[1] requiring on average thirty (30) hours of actual performance per week during the annual school year; or
- A full-time school bus driver.

"Responsible individual" means a primary insured employee who, as a parent or spouse, enrolls one or more individual(s) in health care coverage through the District's health care plans.

"Variable hour employee", for the purposes of this policy, means an individual, other than a full-time school bus driver, who has no base minimum number of hours of performance required per week.

Health Insurance Enrollment

All full time District employees are eligible to enroll themselves; their spouse, so long as the spouse is not otherwise eligible for insurance through his/her employer's sponsored plan;[2] and their child(ren) in one of the insurance plans through the Public School Employee Life and Health Insurance Program (PSELHIP). Variable hour employees are not eligible to enroll in a PSELHIP plan. If a variable hour employee's measurement period finds that the employee averaged thirty (30) or more hours per week, then the employee is treated as a full time employee rather than a variable hour employee and is eligible for health insurance.[3] New full time employees have sixty (60) days following the start date of the employee's contract to elect to enroll in a PSELHIP plan; all new employees shall be informed in writing of the start date of the employee's contract and that the employee has sixty (60) days from that date to elect PSELHIP coverage.[4] Coverage for new employees who choose to enroll in a PSELHIP plan shall take effect on the first of the month following the date on the enrollment application. Coverage shall be in effect until the end of the calendar year. Employees who experience a Qualifying Status Change Event[5] have sixty (60) days from the date of the Qualifying Status Change Event to file an application to change coverage information. All employees who continue to be eligible may elect to continue coverage and make changes to their PSELHIP plan for the following plan year during the yearly open enrollment period.

The District shall ensure all employees are provided education annually on the advantages and disadvantages of a consumer-driven health plan option and effective strategies of using a Health Savings Account (HSA).[6] Any employee who enrolls in a PSELIP consumer driven health care plan is required to establish an HSA unless the employee is ineligible for an HSA.

District Contribution to Premiums

At a minimum, the District shall distribute the statutorily required contribution rate to all employees[7] who are enrolled in one of the PSELHIP plans, which shall include any mandatory increases to the contribution rate due to increases to the salary schedule.[7] In accordance with the State Health Insurance Portability Rules (SHIP), the District shall continue to pay the premium contribution for an employee who transfers to another Arkansas school district that also participates in the SHIP through August 31 of the calendar year the employee leaves the district so long as the employee:[8]

Completes his/her contract with the District;
Provides the District with notice that the employee is transferring to another district by no later than June the Friday following the last student contact day[9];
Provides the District with proof of employment at another Arkansas district; and
Has the employee portion of the premium deducted from his/her end-of-year checks or pays the District business office the employee's portion of the premium by the 15th[10] of both July and August.

Measurement Method of Employee Hours[3]

Option 1: The District uses the look-back method for determining if an employee qualifies as a full-time employee.[3]

Option 2: The District uses the monthly measurement method for determining if an employee qualifies as a full-time employee.[3]

W-2

For all full-time employees who are enrolled in a PSELHIP plan, the District shall indicate in box twelve (12) of the employee's Form W-2 the cost of the employee's health care coverage by using code "DD".[11]

IRS Returns

The District will electronically file with the IRS by March 31 of each year the forms[12] required by the IRS on the health insurance coverage of each full-time employee for the previous calendar year, whether or not the full-time employee participates in a health insurance plan through the PSELHIP.

Statement of Return

The District shall send to each full-time employee a Statement of Return (Statement) regarding the IRS Return[13] filed on the employee. The Statement shall contain: The District's name, address, and Employer Identification Number (EIN) as well as a copy of the IRS Return filed on the employee. The District shall send a copy of the Statement to the employee on or before January 31 of the calendar year following the calendar year the information in the Statement covers. The District shall send only one Statement to the household of an employee who meets the definition of a responsible individual that will include all requisite information for both the responsible individual and the responsible individual's dependent'(s). The Statement will be mailed to the employee's address on record.

Record Retention

The District shall maintain copies of the Statements sent to employees in accordance with the requirements for documents transmitted to the IRS in Policy 7.15-Record Retention and Destruction.

Notes: This Policy is not intended to provide information on the specifics of the differences between the available PSELHIP plans; such information may be requested from the Employee Benefits Division (EBD).

[1] Although Arkansas's statutory language is "a position", the Fair Labor Standards Act and the Affordable Care Act both state that the determination of total number of hours is based on the specific employee rather than the number of contracts/positions an employee has with the same employer. We believe that the Federal laws allow you to have an employee under separate contracts so long as you combine the number of hours from each contract to reach a total number of hours for that employee.

Example: An employee has two contracts with your district, one for a bus driver and one for a custodian. The bus driver contract is for twenty (20) hours each week and the custodian contract is for fifteen (15) hours each week. The employee is treated as providing thirty-five (35) hours for your district and would be eligible.

[2] EBD permits an employee to insure his/her spouse through the PSELHIP when the employee's spouse is a state employee or a public school employee.

[3] The Missouri School Boards Association has an excellent document containing more information on variable hour employees, selecting a measurement method, and setting up procedures for calculating hours. The document can be found at http://arsba.org/policy-resources.

[4] The start date of the employment contract is important because it triggers the start of the sixty (60) days the employee has to elect coverage. Our understanding is that EBD will use the date the employee is entered into APSCN to determine the start and end dates of the sixty (60) day period. The date an employee should be entered into APSCN as having been hired is the first date the employee's contract covers rather than the date the board voted to employ the individual; for example:

> The employee has a 190 day contract with a first day of duty of Aug.7th and runs through May 29th. The start date is August 7th.

[5] Qualifying Status Change Events include: change in number of dependents due to birth, adoption, death, or loss of eligibility due to age; change in marital status due to marriage, death, divorce, legal separation, or annulment; change in employment status; and loss or gain of group coverage. EBD requires supporting documentation of the qualifying status change event be attached to the application for a change in coverage.

[6] A consumer-driven health plan option is a health insurance plan that qualifies as a high deductable health plan. Currently, the PSELHIP plans that qualify as consumer-driven health plans are the Classic and Basic Plans. Districts may satisfy the training requirement by allowing a representative from the EBD's list of approved venders to speak with the district's employees.

[7] The amount for the minimum contribution rate is set forth in A.C.A. § 6-17-1117(a)(1). Districts may be required to pay above the minimum contribution amount if the district gives a raise to the base minimum teacher salary. The district would then have to increase the contribution rate by the same percentage as the increase to the base minimum teacher salary; the exceptions to this are:

> The increase to the base salary schedule was to bring the district into compliance with the statutory minimum teacher salary schedule;
>
> Seventy-five percent (75%) or more of the district's eligible employees participate in health insurance through the PSELHIP; or
>
> The district's contribution is one hundred twenty-five percent (125%) or more above the minimum contribution amount.

When a district employee has elected the employee and spouse plan or the family plan and the employee's spouse also works for the district, the employee who is the primary insured individual is the only individual considered to have "elected to participate"; thus, the district is only responsible to pay a contribution rate for one employee rather than for both the employee and spouse.

[8] This is optional language from the SHIP Rules, which has the intent to provide some uniformity across the state on how to handle the summer contract gap period and provide increased certainty for personnel. If your district elected not to participate in the program, replace this language with "The District does not participate in the State Health Insurance Portability program" and renumber the remaining footnotes. Participation in the program provides that personnel who are transferring from one participating Arkansas district to another participating Arkansas district have two Options:

> Legally, each school district is a separate employer; as a result, employees who transfer from another district have the option to be treated as a new employee for health insurance. As a new employee, the employee has the option to select a different level of insurance (Move from the Basic Plan to the Premium Plan or vice versa), add or drop dependents, and be eligible to receive the wellness discount. However, the employee will have all deductibles reset. Transferred employees who wish to be treated as a new employee are required to timely inform the district he/she is transferring from that the employee desires a break in coverage and to not have payments made on health insurance for July and August; these employees will be required to submit a new election form to EBD in order to have their health insurance reinstated.
>
> The transferred employee may elect to continue existing coverage through the new district. An employee who chooses this option may not change plan types, add or drop dependents, and will only receive the wellness discount if the employee had qualified for the discount prior to

transferring to the new district. Employees who wish to be treated as a transferring employee instead of a new employee will need to have the district thr employee is transferring from indicate in the EBD task for employee termination that the reason for their termination is due to transfer and have their both the former district and new district submit a Notice of Public School Employee Transfer Form to EBD. For an employee to be eligible for this option, both the employee's former district and the new district must participate in the SHIP program.

A copy of the SHIP Rules may be found at http://arsba.org/policy-resources and more information on procedures may be found in EBD's Public School Employee Benefits Administration Manual.

[9] We have put in a floating date for when employees have to notify that they are transferring that allows the policy to automatically take into account any extensions due to school being closed.

[10] The 15th is only a recommended date. The date must be set to allow a reasonable amount of time for collection from the employee but still allow the district to make a timely payment for health insurance premiums to EBD.

[11] This information has no impact on the employee's taxes as the employee portion of the health coverage premium is still excluded from earned income. The inclusion on the Form W-2 is for informational purposes only.

[12] The two forms districts will be required to complete are Form 1094C and Form 1095C. Form 1095C, like a W2, is specific to each full time employee. Form 1094C, like a W3, is a transmittal form that covers all the 1095C submitted to the IRS as well as some additional information.

[13] The IRS Return that will be sent to each full-time employee is a copy of the Form 1095C the district submits to the IRS on the employee.

Cross Reference: 7.15—RECORD RETENTION AND DESTRUCTION

Legal References: A.C.A. § 6-17-1117
A.C.A. § 21-5-401 et seq.
26 C.F.R. § 54.4980h-0 et seq.
26 C.F.R. § 31.6001-1
26 C.F.R. § 301.6056-1

Date Adopted: 11-10-14

Last Revised: 6-8-2015, 7-10-2017. 6-17-2019

7.24—ADVERTISING ON SCHOOL BUSES

Under the authority granted by A.C.A. § 6-19-129 and the Commission for Arkansas Public School Academic Facilities and Transportation Rules Governing Advertising on School Buses:

Option 1: The District has chosen **NOT** to permit the selling of advertising space on District owned school buses and shall **NOT** use the space provided by law for any purpose.

Cross References: 5.29—WELLNESS POLICY
6.9—MEDIA RELATIONS AND NEWS RELEASES
7.5—PURCHASES AND PROCUREMENT

Legal References: A.C.A. § 6-19-129
A.C.A. § 7-1-111
Commission for Arkansas Public School Academic Facilities and Transportation Rules Governing Advertising on School Buses
7 C.F.R. § 210.31

Date Adopted: 7-11-2016

Last Revised: Reviewed on 7-10-2017, 2-15-2018, 6-17-2019

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CLASSIFIED PERSONNEL

8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

State law requires each District to include its noncertified employee's salary schedule in its written personnel policies unless the District recognizes a classified employees' union in its policies for, among other things, the negotiation of salaries. Your district is required to have a salary schedule for at least the following five categories of noncertified personnel: 1) Maintenance and Operations; 2) Transportation; 3) Food Service; 4) Secretarial and Clerical; and 5) Aids and Paraprofessionals. The District is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year classified policies and salary schedule.

The superintendent has the authority, when recommending an applicant and his/her placement on the District's salary schedule to the Board for its approval, to consider the applicant's previous work experience with similar duties, responsibilities, and skill sets to those job duties and responsibilities the applicant would assume for the District.

BONUS INCENTIVE PAY FOR BUS DRIVERS

Perfect Attendance:

Contracted Bus drivers for a school year will receive a ($50.00) per month bonus for not being absent during the month (City route-$30.00). The Driver will not be charged with an absence if they are driving for a school activity and are unable to drive their regular route. The Bonus will be paid at the end of the school year. The Bonus period will be for each full calendar month excluding August for contracted drivers who complete the full contracted period.

Extra Trips:

Bus drivers will be paid $10.00 per hour for extra trips with a trip minimum of three hours. The maximum pay for any trip including overnight stay will be $100.00 for any 24 - hour period. The Maximum pay for trips beginning after the end of the school day will be $50.00 and will be considered as 1/2 day. The maximum amount for the half (½) and full day pay can be increased if the driver is not allowed time off the clock (free of duty) for a minimum of three (3) consecutive hours or more to decrease the total hours computed. The transportation supervisor will make adjustments within the stated limits as needed for fairness to employee and compliance with FLSA.

Mileage Factor:

Contracted bus drivers will be eligible to receive compensation based on length of route. The route length is determined from the first student pickup to the final drop of students at the school building. An average length of the daily round trip will be determined within the first month of school and will not change during the school year unless the driver has a complete route change. The distance traveling from the driver's residence to the first stop or the distance from the bus shop to the first stop is not part of the distance used to calculate mileage compensation. The mileage compensation will be calculated by using the total roundtrip miles driven daily multiplied X .05/mile. The mileage compensation will be paid only 1 time/year and the driver must have been under contract and driven for the entire year. Only non-teaching contracted drivers will be eligible for the mileage factor.

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

Whereas, the superintendent has identified all changes from last school-year's published salary schedule, and has identified and presented the Board of Directors

with each employee's salary increase of 5% or more as required under A.C.A. § 6-13-635 and created a spreadsheet explaining each;

Therefore, the Beebe School District Board of Directors approves and resolves that the spreadsheet including those explanations are a factual representation of the raises given for the 2013-2014 school-year.

Cross References: Policy 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-17-2203
Legal References: A.C.A. § 6-17-2301
DESE Rules Governing School District Requirements for Personnel Salary Schedules, Minimum Salaries, and Documents Posted to District Websites

Date Adopted: 5-27-04 Interim Board

Last Revised: 8/06/2007, 4/8/2013, July, 2014, 11-19-2018, 6-6-2019

BEEBE PUBLIC SCHOOLS

2013-14 CLASSIFIED SALARY SCHEDULE

	Regular Bus 178 Days		City Bus 178 Days		Bus Shop Asst 185 Days/5.5 Hrs		Custodians 232 Days/7 Hrs		Grounds 248 Days/8 Hrs		Maintenance/Ass 248 Days/8 H	
0	$	8,578.00	0	$ 5,697.00	0	$ 10,604.00	0	$ 17,870.00	0	$ 23,255.00	0	25,
1	$	8,698.00	1	$ 5,777.00	1	$ 10,859.00	1	$ 18,270.00	1	$ 23,755.00	1	26,
2	$	8,818.00	2	$ 5,857.00	2	$ 11,114.00	2	$ 18,670.00	2	$ 24,255.00	2	26,
3	$	8,938.00	3	$ 5,937.00	3	$ 11,369.00	3	$ 19,070.00	3	$ 24,755.00	3	27,
4	$	9,058.00	4	$ 6,017.00	4	$ 11,624.00	4	$ 19,470.00	4	$ 25,255.00	4	27,
5	$	9,178.00	5	$ 6,097.00	5	$ 11,879.00	5	$ 19,870.00	5	$ 25,755.00	5	28,
6	$	9,298.00	6	$ 6,177.00	6	$ 12,134.00	6	$ 20,270.00	6	$ 26,255.00	6	28,
7	$	9,418.00	7	$ 6,257.00	7	$ 12,389.00	7	$ 20,670.00	7	$ 26,755.00	7	29,
8	$	9,538.00	8	$ 6,337.00	8	$ 12,644.00	8	$ 21,070.00	8	$ 27,255.00	8	29,
9	$	9,658.00	9	$ 6,417.00	9	$ 12,899.00	9	$ 21,470.00	9	$ 27,755.00	9	30,
10	$	9,778.00	10	$ 6,497.00	10	$ 13,154.00	10	$ 21,870.00	10	$ 28,255.00	10	30,
11	$	9,898.00	11	$ 6,577.00	11	$ 13,409.00	11	$ 22,270.00	11	$ 28,755.00	11	31,
12	$	10,018.00	12	$ 6,657.00	12	$ 13,664.00	12	$ 22,670.00	12	$ 29,255.00	12	31,
13	$	10,138.00	13	$ 6,737.00	13	$ 13,919.00	13	$ 23,070.00	13	$ 29,755.00	13	32,
14	$	10,258.00	14	$ 6,817.00	14	$ 14,174.00	14	$ 23,470.00	14	$ 30,255.00	14	32,
15	$	10,378.00	15	$ 6,897.00	15	$ 14,429.00	15	$ 23,870.00	15	$ 30,755.00	15	33,
16	$	10,498.00	16	$ 6,977.00	16	$ 14,684.00	16	$ 24,270.00	16	$ 31,255.00	16	33,
17	$	10,618.00	17	$ 7,057.00	17	$ 14,939.00	17	$ 24,670.00	17	$ 31,755.00	17	34,
18	$	10,738.00	18	$ 7,137.00	18	$ 15,194.00	18	$ 25,070.00	18	$ 32,255.00	18	34,
19	$	10,858.00	19	$ 7,217.00	19	$ 15,449.00	19	$ 25,470.00	19	$ 32,755.00	19	35,
20	$	10,978.00	20	$ 7,297.00	20	$ 15,704.00	20	$ 25,870.00	20	$ 33,255.00	20	35,

	Instructional Assts 185 Days/8 Hrs		Building Secretaries 207 Days/8 Hrs		11 mo Sec/Acct 226 Days/8 Hrs		12 mo Sec/Acct 245 Days/8 Hrs	
0	$	15,567.00	0	$ 19,521.00	0	$ 21,316.32	0	$ 23,108.40
1	$	15,967.00	1	$ 19,921.00	1	$ 21,750.24	1	$ 23,578.80
2	$	16,367.00	2	$ 20,321.00	2	$ 22,184.16	2	$ 24,049.20

RN (BSN) 195 days Approved Licensed Salary Sche

LPN 195 days 65% Approved Licensed Salary Sched

Transportation Supervisor L

Speech Ther (Non-Cert) 192 days 75% of Licensed

3	$ 16,767.00	3	$ 20,721.00	3	$ 22,618.08	3	$ 24,519.60
4	$ 17,167.00	4	$ 21,121.00	4	$ 23,052.00	4	$ 24,990.00
5	$ 17,567.00	5	$ 21,521.00	5	$ 23,504.00	5	$ 25,480.00
6	$ 17,967.00	6	$ 21,921.00	6	$ 23,937.92	6	$ 25,950.40
7	$ 18,367.00	7	$ 22,321.00	7	$ 24,552.64	7	$ 26,616.80
8	$ 18,767.00	8	$ 22,721.00	8	$ 24,805.76	8	$ 26,891.20
9	$ 19,167.00	9	$ 23,121.00	9	$ 25,239.68	9	$ 27,361.60
10	$ 19,567.00	10	$ 23,521.00	10	$ 25,673.60	10	$ 27,832.00
11	$ 19,967.00	11	$ 23,921.00	11	$ 26,125.60	11	$ 28,322.00
12	$ 20,367.00	12	$ 24,321.00	12	$ 26,559.52	12	$ 28,792.40
13	$ 20,767.00	13	$ 24,721.00	13	$ 26,993.44	13	$ 29,262.80
14	$ 21,167.00	14	$ 25,121.00	14	$ 27,427.36	14	$ 29,733.20
15	$ 21,567.00	15	$ 25,521.00	15	$ 27,861.28	15	$ 30,203.60
16	$ 21,967.00	16	$ 25,921.00	16	$ 28,295.20	16	$ 30,674.00
17	$ 22,367.00	17	$ 26,321.00	17	$ 28,729.12	17	$ 31,144.40
18	$ 22,767.00	18	$ 26,721.00	18	$ 29,181.12	18	$ 31,634.40
19	$ 23,167.00	19	$ 27,121.00	19	$ 29,615.04	19	$ 32,104.80
20	$ 23,567.00	20	$ 27,521.00	20	$ 30,048.96	20	$ 32,575.20

HIPPY Aides .875 of Instructional Assistant

Director Child Care Program 12 Mo M

ROTC CO / NCO Instructor 11 Mo (Half Dist/Half A

Business mgr. 12 Mo. Up to 1.2 X Highest License S

Tech Cord. 12 Mo. Up to 1.2 X Highest Licensed Sal

Parent Center Cord. 195 Day, 207 Day Secretary Sc

Indexes per 245 day/12 Mo Classified

Dist Treasurer	1.3
Accts Pay/Payroll Asst	1.25
Asst Bkpr/Payroll	1.3
Dist/Activity Accts Pay	1.2
Asst. Bus Mgr	1.2

Stipends (non-neg. positions):

Associate Degree	$ 1,000
Bachelors Degree	$ 2,000
Licensed Inst. Asst.	$ 2,000
Lead Maintenance	$ 300
Lead Custodian	$ 300
HVAC License	$ 2,000

Support Programs/Not Contracted

Classified $7.50 - $25.00/hr.

Licensed $7.50 - $25.00/hr

Personal Leave Days

2 per year (Can accumulate to 5)

Substitutes

Bus-Regular		**$22.28/trip Approve**
Bus-City		**$14.79/trip**
Custodial/Cafeteria		**$7.50/hour**
Instruct. Asst	**$65.00 per day**	Long Term
Clerical	**$65.00 per day**	Long Term
Daycare	$8.00-$10.00 per hour	

Harold

Presi

8.2— CLASSIFIED PERSONNEL EVALUATIONS

Non-certified personnel may be periodically evaluated.

Any forms, procedures or other methods of evaluation, including criteria, are to be developed by the Superintendent and or his designee(s), but shall not be part of the personnel policies of the District.

Note: If you have a waiver to employ individuals as unlicensed teachers or administrators, add the following language to the policy:
Individuals employed under the District's waiver as unlicensed teachers and administrators shall be evaluated under Policy 3.2—LICENSED PERSONNEL EVALUATIONS.

Cross Reference: 3.2—LICENSED PERSONNEL EVALUATIONS

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: 5-27-04—Interim Board

Last Revised: 5-8-2017

8.3 EVALUATION OF CLASSIFIED 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: 5-27-04—Interim Board

Last Revised:

8.4—CLASSIFIED EMPLOYEES DRUG TESTING

Definitions

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

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

"Safety-sensitive function" includes:

e. All time spent inspecting, servicing, and/or preparing the vehicle;
f. All time spent driving the vehicle;
g. All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
h. 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:

4. Is designed to carry more than ten (10) passengers;
5. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
6. Is operated for the transportation of students from home to school, from school to home, or to and from school events.[1]

Scope of Policy

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

4. The employee shall possess a current commercial vehicle driver's license for driving a school bus;
5. Have undergone a physical examination, which shall include a drug test,[~~1~~2] by a licensed physician or advanced practice nurse within the past two years; and
6. A current valid certificate of school bus driver in service training.[~~2~~3]

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;[4]
- The employee submitting an electronic authorization through the Clearinghouse for the District to run a full query of the employee's information in the Clearinghouse; and
- The employee's signing a written authorization for the District to request information from:
  - The Database;[5] and
  - Any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two (2) years prior to the date of the employee's application.

All employees who perform safety-sensitive functions shall annually[6] submit a written authorization for the District to conduct a limited query of the employee's information from the Clearinghouse. The District shall perform a limited query of all employees who perform safety-sensitive functions at least once each school year. If the District's limited query of the Clearinghouse shows that information exists in the Clearinghouse that may prohibit the employee from performing safety-sensitive functions, the District shall conduct a full query of the Clearinghouse on the employee within twenty-four (24) hours of conducting the limited query. If the District is unable to conduct a full query within twenty-four (24) hours due to the twenty-four (24) hours falling on a weekend, holiday, or other day the District is closed or due to the failure of the employee to authorize the District to receive information resulting from the full query of the Clearinghouse, the employee shall not be permitted to perform any safety-sensitive function until the District conducts the full query and the results confirm that the employee's Clearinghouse record contains no prohibitions on the employee performing safety-sensitive functions.

Methods of Testing

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

Requirements

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

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.[67]

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.[7][8]

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

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

Reporting Requirements

The District shall report the following information about an employee who performs safety-sensative functions to the Clearinghouse by the close of the third (3rd) business day following the date the District obtained the information:[9]

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

The District shall report the following violations for an employee who performs safety-sensitive functions by the close of the third (3rd) business day following the date the District obtains actual knowledge of:[10]

5. On-duty alcohol use;
6. Pre-duty alcohol use;
7. Alcohol use following an accident; and
8. Controlled substance use.

Notes: This policy is similar to Policy 3.7. If you change this policy, review 3.7 at the same time to ensure applicable consistency between the two.

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

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

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

Give a copy of this policy to your drivers.

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

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

[2] You have the option of also requiring an alcohol test, but you may not selectively require it, i.e. if you require it for one prospective employee you must require it for all prospective employees.

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

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

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

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

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

[8] The drivers required to have a teaching license as a prerequisite for their job are covered by Policy 3.7. Federal law requires you to remove them from safety-sensitive functions when a drug or alcohol related problem exists, but does not enter into the realm of dismissing them from their teaching duties. Bus drivers who are not also teaching licensed personnel are covered under this policy and may be dealt with given the specific provisions of their employment. ASBA recommends that licensed employees who are hired for driving a bus in addition to their teaching responsibilities be hired under separate contracts for each position.

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

h. The reason for the test;
i. Employee's name, date of birth, and CDL number and State of issuance;
j. District name, address, and USDOT number;
k. Date of the test;
l. Date the result was reported; and
m. Test result, which must be one of the following:
- Negative, which is only required for return-to-duty tests;
- Positive; or
- Refusal to take a test, which shall include the following additional documentation for an employee's refusal to take a test due to the employee's failure to appear for the test:
  - Documentation, including, but not limited to, electronic mail or other contemporaneous record of the time and date the employee was notified to appear at a testing site; and the time, date and testing site location at which the employee was directed to appear, or an affidavit providing evidence of such notification;
  - Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, indicating the date the employee was terminated or resigned (if applicable);
  - Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, showing that the C/TPA reporting the violation was designated as a service agent for an employer who employs himself/herself as a employee performing safety-sensative functions when the reported refusal occurred (if applicable); and

n. Documentation, including a certificate of service or other evidence, showing that the District provided the employee with all documentation reported under paragraphs (a) through (f) above.

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

g. Employee's name, date of birth, CDL number and State of issuance;
h. District name, address, and USDOT number;
i. Date the District obtained actual knowledge of the violation;
j. Witnesses to the violation, if any, including contact information;
k. Description of the violation;
l. Evidence supporting each fact alleged in the description of the violation, which may include, but is not limited to:
- Affidavits;
- Photographs;
- Video or audio recordings;
- Employee statements unless the admission is made in conformity with the District's written employer voluntary self-identification program or policy;
- Correspondence; or
- Other documentation; and

h. A certificate of service or other evidence showing that the District provided the employee with all information reported under paragraphs (a) through (f) above.

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

49 C.F.R. § 382.701 et seq.
49 C.F.R. § 390.5
Arkansas Division of Academic Facilities and Transportation Rules Governing Maintenance and Operations of Arkansas Public School Buses and Physical Examinations of School Bus Drivers

Date Adopted: 5-27-2004

Last Revised: 8-06-2007, 5-12-2014, 5-11-2015, 12-16-19

8.5—CLASSIFIED EMPLOYEES SICK LEAVE - Option B

Definitions

"Employee" is an employee of the District working 20 or more hours per week who is not required to have a teaching license as a condition of his employment.

"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.

"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 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 day of sick leave per month worked, or major part thereof.[1]

"Accumulated Sick Leave" is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contract, but not used. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment.[2]

"Immediate family" means an employee's spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

Sick Leave

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

Employees who are adopting or seeking to adopt a minor child or minor children may use up to 15 sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court and bonding time. See also, 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE, which also applies. Except for bonding time, documentation shall be provided by the employee upon request. [3]

Pay for sick leave shall be at the employee's daily rate of pay, which is that employee's hourly rate of pay times the number of hours normally worked per day. 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 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE the District may require a written statement from the employee's physician documenting the employee's illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

If the employees 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 days are calculated on basis of 1 day/month or major portion therefore the employee is contracted for.

FOR 181-190	9 Sick Days
FOR 191-220	10 Sick Days
FOR 220-239	11 Sick Days
FOR 240+	12 Sick Days

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 applicability3 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 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accrued paid sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accrued sick leave, vacation or personal leave. See 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE.

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 applicability3 determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee,, of the decision within two workdays. If the circumstances for the leave as defined in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accrued paid sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including , once an employee exhausts his/her accrued sick leave, vacation or personal leave. See 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE.

School employees shall only be allowed such leave for the reasons of personal illness or illness in the employee's immediate family.

The Central Office staff shall maintain a record of sick leave used and accumulated for each school employee. Sick leave days not used by a school employee shall be credited to the employee up to a maximum of 125 days. An employee taking sick leave may use any amount up to his/her total number of accumulated days.

If an employee resigns or leaves his employment position for any reason before the end of the school term, the Board may deduct from salary payment full compensation for any days of sick leave in excess of the number of days earned.

At the end of said year the classified employee will receive compensation at the rate of $40.00 per day for each sick leave day in excess of the ninety (90) days, or continue to accumulate sick leave days up to 125 days.

Any classified employee who leaves the Beebe School District shall receive $40.00 per day for any unused accumulated sick leave days at the rate of five (5) days for each year of experience in the District up to twenty-five (25) years.

Employees who accumulate sick leave in more than one position will not receive more than $40.00 per day for leave from both positions combined.

Only full time employees are eligible for reimbursement of the sick leave days at the $40.00 daily rate. Employees less than full time (4 hours or less) will be reimbursed $20.00 or ½ of the daily rate.

Classified employees who have been employed in the District 15 years or longer will be eligible for an additional $10.00 per day of any unused sick leave when they exercise a retirement option available through the Arkansas Teacher Retirement or State Employees Retirement System. Classified employees who have been employed in the District 20 years or longer will be eligible for an additional $15.00 per day of any unused sick leave when they exercise a retirement option available through the Arkansas Teacher Retirement or State Employees Retirement System. Employees that have credit for 26 years of experience can exercise the buy-out option of sick leave days over a three-year period if it is advantageous to the employee in calculating retirement benefits.

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 8.36, 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.

Notes: This policy is similar to Policy 3.8B. If you change this policy, review 3.8B at the same time to ensure applicable consistency between the two.

[1] For classified employees your district has the choice of crediting sick leave days up front as is done for licensed employees, or of crediting sick leave at the rate of one day per month worked. Choose your method and delete the portion of this sentence that doesn't reflects your choice.

[2] A.C.A. § 6-17-1206(b)(2) requires that leave transferred from prior public school employment be used first. In addition, 1206(b)(3) requires that the leave, if any remains, be included in the total count of accumulated sick leave if the district pays out unused sick leave upon retirement. While the Act statute only applies to licensed employees, we have included the language here for consistency.

[3] This paragraph is optional. If you choose to include it, select the number of days of sick leave an employee may use annually for the adoption/bonding process (15 is not a required number of days). Also note that an employee who uses such leave would also have the leave subtracted from the annual number of days available for FMLA leave (Policy 8.23).

[4] As used in this policy, "applicable" is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid unless vacation or personal leave is available. For instance, "applicable leave" in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your district's policy on sick leave. For instance, if

sick leave may be taken "for reason of personal illness or illness in the immediate family" (based on the statutory definition in 6-17-1302, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your district has a much more liberal definition of sick leave in district policy, the results could be entirely different and all birth related leave might be applicable. Another example would be the potential for overlap between pregnancy complications that arise to the level of a "serious health condition." For instance, pregnancy complications that rose to the level of a "serious health condition" would qualify for both, while missing work for a dentist's appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE when making the determination of what sick leave qualifies under both policies. It may also be helpful to consult 29 CFR 825.114 which is available by calling the ASBA office.

Cross Reference: 8.12---CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT
8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE
8.36---CLASSIFIED PERSONNEL WORKPLACE ENJURIES AND WORKERS' COMPENSATION

Legal References: A.C.A. § 6-17-1301 et seq.
29 USC §§ 2601 et seq.
29 CFR 825.100 et seq.

Date Adopted: 05-27-04—Interim Board

Last Revised: 06-12-2006, 05-14-2012, 4-08-2013, 5-12-2014, 5-11-2015, 2-25-2016

8.6—SICK LEAVE BANK — CLASSIFIED EMPLOYEES

PURPOSE

The Beebe School District administers a Sick Leave Bank for contracted classified personnel who wish to participate. Participation is on a voluntary basis. The purpose of the Sick Leave Bank is to grant to its participants an extended sick leave period above and beyond the existing sick leave policy if they incur a catastrophic illness/injury. A catastrophic illness or injury would be defined as a terrible or sudden illness or injury, which did not exist for a period of time and did not progressively worsen over a period of months or years. Eligibility of days from the Sick Leave Bank (SLB) would also apply if the same catastrophic illness/condition was to an eligible employee's spouse, children, parents, or any other blood related relative in the same household.

MEMBERSHIP

Any Classified employee of the Beebe School District, who was previously a member, or who has been contracted for three years on or before September 1st. Each year may join/become a participant for one year by contributing one of his/her regular sick leave days to the Sick Leave Bank established for Classified employees. The contribution may not be withdrawn.

When the sick leave bank has 400 days, the membership will be frozen for one year and members will not be asked to contribute at the beginning of the school year. Any new member will be required to contribute a day.

Initial membership will be taken through October 1st of each year.

A person employed after September 1st must wait until the next school year to be eligible to join the Sick Leave Bank.

Employees with dual contracts (i.e. cafeteria and bus driving, instructional assistant and bus driving) may participate under either contract or both.

Employees that have established membership as a classified employee, but will be employed in a certified position may transfer membership to the certified sick leave bank. Days contributed by classified employees in part-time positions will be transferred on a prorated basis.

REVIEW BOARD

The eligibility to withdraw from the sick leave bank will, in all cases, be determined by the Review Board. The decision of the Review Board will be final.

The Review Board will consist of seven (7) members: The superintendent or his/her designee, and a representative elected from each group of employees that is a participant in the Sick Leave Bank.

The Review Board will act as the administrative body of the program with the chairperson elected by the Review Board members.

IV. PROGRAM LIMITS

The total number of additional sick leave days granted to an eligible participant by the Review Board shall be granted only if the request is due to a catastrophic illness or accident. The days cannot exceed twenty (20) days per a request. If an eligible participant request**s** additional days beyond 20, the Review Board will meet again and determine if the request is justified.

All days in the bank at the end of the year will carry over to the next school year. When the sick leave bank has 400 days, the membership will be frozen for one year and members will not be asked to contribute at the beginning of the school year. Any new member will be required to contribute a day.

In the event that the number of days in the bank is less than 50 in any given school year, then those members participating may contribute an additional sick day. The Review Board will determine a fair and equitable disbursement of those days**.** The SLB does not have any liability to any participant after the days in the bank are less than 50. All participants are required to establish eligibility again. Any participant is eligible for a maximum of 60 days for any accident or illness within any given contract year.

If a participant has no earned sick days to contribute to replenish the Sick Bank, active status membership ceases until the earned day can be contributed. As a general guideline for the Review Board, days may be withdrawn only for absence due to illness or accident/injury as defined to be catastrophic to a participant or a participant's spouse, children, parents, or any other blood related relative in the same household. Illness or accident/injury for the purpose of this policy is defined as an injury or illness which will be disabling and is not related to normal pregnancy, cosmetic surgery or correctional surgery which in the opinion of the medical experts can be performed during the summer months.

It is the intent of this program to provide additional leave only after thirty (30) days of absence has occurred for the same illness/occurrence. A member is eligible to request days from the bank after thirty (30) days absence due to the dame qualifying accident/illness. Members are only required to use thirty (30) days for the same illness whether the illness is one year or multiple years, regardless of how many personal sick leave days he/she has accumulated.

For extended absences due to job related accidents, sick bank days may be granted only after consideration is given to any compensation received by the participant from any other governmental agencies. Individually owned disability benefits would not exempt an individual from being eligible.

Beyond the total accumulation of days in the bank and additional assessment of an extra day to all members, this program offers no further guarantee of coverage.

PROCEDURE

Withdrawal of days from the sick leave bank will be permitted only after the participant or his/her spokesperson has submitted a written request to the

District Business Manager or Superintendent accompanied by a physician's statement of the probable length of disability**.** The Superintendent will determine if the request meets the criteria of eligibility for consideration of days from the SLB**.** A member is eligible to request days from the bank after (30) days absence due to the same qualifying accident/illness regardless of how many personal sick leave days he/she has accumulated.

Employees with dual contracts may only draw from the contract(s) under which active membership has been established and maintained.

The Review Board shall grant up to a maximum of twenty (20) days to a participant at one time. Any additional days will be reviewed and granted by the Review Board following the same procedure.

VI. BY-LAWS

The procedure for changing the by-laws will be as follows:

The Sick Leave Bank Review Board by a 2/3-majority vote may submit recommendations to the Classified Personnel Policies Committee for review.

The Classified Personnel policies committee will submit recommendations for changes to the Board of Education through the Superintendent.

The Board will either approve recommendations, reject, or amend and return to the Classified Personnel Policies Committee for further review.

Legal Reference: A.C.A. § 6-17-1306

Date Adopted: 5-27-04—Interim Board

Last revised: 06-12-2006 , 4-8-2013, 5-11-2015

8.7— CLASSIFIED EMPLOYEES PERSONAL AND PROFESSIONAL LEAVE

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. Personal leave days that are not used can accumulate to 5 total days. Personal days beyond five (5) will be converted to sick leave at the end of the contract year. Personal leave should not be taken the day before or the day after a holiday.

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions and do not qualify for other types of leave (for sick leave see Policy 8.5, for professional leave see below).

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

Athletic or academic events related to a public school district; and

Meetings and conferences related to education.

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

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

Employees who fail to report to work when their request for a personal day has been denied or who have exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave without pay). While there are instances where personal circumstances necessitate an employee's absence beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies and/or as permitted by policy 8.23-CLASSIFIED 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.

Professional Leave

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

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

If the employee does not receive or does not accept remuneration for his/her participation in the professional leave activity and a substitute is needed for the employee, the District shall pay the full

cost of the substitute. If the employee receives and accepts remuneration for his/her participation in the professional leave activity, the employee shall forfeit his/her daily rate of pay from the District for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the District.

Employees who accompany students on a field trip must be supervising students to be considered professional leave. Before approval is granted, the employee must obtain, in writing, approval from his/her supervisor and the supervising administrator of the field trip.

Notes: While you are not required to provide employees with personal days, you are required to have a policy that requires employees who are absent from the district to take either personal days or leave without pay.

Please note that the provisions of A.C.A. § 21-4-216, which gives state employees eight (8) hours of paid leave to attend their children's school educational activities does **NOT** apply to public school employees.

[1] If your district gives personal days, insert the number of days given.

[2] Choose the number of hours or portion of a work day that is the minimum that may be taken at any one time.

[3] This sentence is optional.

[4] This sentence is optional.

[5] Choose whether the employee or the district will pay the cost of the employee.

Legal Reference: A.C.A. § 6-17-211

Date Adopted: 5-27-2004

Last Revised: 6-09-2008, 05-14-2012, 2-25-2016

8.8—CLASSIFIED 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.[1]

Notes: This policy is similar to Policy 3.12. If you change this policy, review 3.12 at the same time to ensure applicable consistency between the two.

[1] 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 students' classroom, not just the sex offender parent. All principals, designees, and school employees who will or may have contact with the sex offender parents shall be required to keep confidential both the sex offender status and sex offender accommodations made by the parent.

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

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

Date Adopted: 6-09-2008

Last Revised: 6-6-2019

8.9—PUBLIC OFFICE – CLASSIFIED PERSONNEL

An employee of the District who is elected to the Arkansas General Assembly or any elective or appointive public office (not legally constitutionally inconsistent with employment by a public school district) shall not be discharged or demoted as a result of such service.
No paid leave will be granted for the employee's participation in such public office. The employee may receive pay for personal leave or vacation (if applicable), if approved in advance by the Superintendent, during his absence.

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

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

Note: This policy is sub similar to Policy 3.13. If you change this policy, review 3.13 at the same time to ensure applicable consistency between the two.

Cross Reference: Policy # 8.17—Noncertified Personnel Political Activity

Legal Reference: A.C.A. § 6-17-115

Date Adopted: 5-27-04—Interim Board

Last Revised: 2-25-2016

8.10—JURY DUTY – CLASSIFIED PERSONNEL

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 or court appearance related to job assignment , upon giving reasonable notice to the District through the employee's immediate supervisor. Court appearances other than jury duty not job related are not acceptable or approved absences.

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

Employees shall receive their regular pay from the district while serving jury duty or court appearances related to job assignment, and shall reimburse the district from the stipend they receive for jury duty in excess of incurred expenses, up to, but not to exceed, the cost of the substitute hired to replace the employee in his/her absence.*****

Court appearances not related to employee's job are not considered as excusable absences with pay.

***Note:** Please note that public employees are exempt by law from jury duty recovery fees. Since school employees are not state employees, the law does not apply, but you may be asked about it by an employee.

Legal Reference: A.C.A. § 16-31-106

Date Adopted: 5-27-04—Interim Board

Last Revised: 6-14-2010

8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA

The Beebe School District shall comply with those portions of the Fair Labor Standards Act (FLSA) that relate to the operation of public schools. The FLSA requires that covered employees receive compensation for each hour worked at greater than or equal to the applicable minimum wage for workweeks of less than or equal to forty (40) hours.[A] It also requires that employees be compensated for workweeks of greater than forty (40) hours at one and a half (1 ½) times their regular hourly rate of pay, either monetarily[B] or through compensatory time off from work.[C]

Definitions

"Covered Employees" (also defined as non-exempt employees) are those employees who are not exempt, generally termed classified, and include bus drivers, clerical workers, maintenance personnel, custodians, transportation workers, receptionists, paraprofessionals, food service workers, secretaries, and bookkeepers.

"Exempt Employees" are those employees who are not covered under the FLSA because the employee's:[1,D]

Primary job duties are considered to be exempt eligible due to being administrative or professional in nature. Examples include teachers, counselors, registered nurses, and supervisors; and

Salary meets or exceeds a minimum weekly/annual amount.

Any employee who is unsure of their coverage status should consult with the District's Administration.

"Overtime" is hours worked in excess of forty (40) per workweek. Compensation given for hours **not** worked such as for holidays or sick days do **not** count in determining hours worked per work week.[E]

"Regular Rate of Pay" includes all forms of remuneration for employment[2] and shall be expressed as an hourly rate.[F] For those employees previously paid on a salary basis, the salary shall be converted to an hourly equivalent. Employees shall be paid for each and every hour worked.

"Straight time pay" is the amount of hourly compensation an employee receives for each hour worked during that week.

"Workweek" is the seven day consecutive period of time from 12:00AM on Sunday to midnight on the following Saturday.[3] Each workweek is independent of every other workweek for the purpose of determining the number of hours worked and the remuneration entitled to by the employee for that week.[G]

Employment Relationships

The District does not have an employment relationship in the following instances:

Between the District and student teachers;

Between the District and its students; and

Between the District and individuals who as a public service volunteer or donate their time to the District without expectation or promise of compensation.

The District does not have a joint employment relationship in the following instances:

1. Between the District and off-duty policemen or deputies who are hired on a part-time basis for security purposes or crowd control. The District is separate from and acts independently of other governmental entities.
2. Between the District and any agency contracted with to provide transportation services, security services, substitute teachers or other temporary employees, or other services.

Hours Worked

Employees shall be compensated for all the time they are required to be on duty[H] and shall be paid for all hours worked each workweek. Employees shall accurately record the hours they work each week.[I]

The District shall determine the manner to be used by employees to accurately record the hours they work. Each employee shall record the exact time they commence and cease work including meal breaks. Employees arriving early may socialize with fellow workers who are off the clock, but shall not commence working without first recording their starting time.[J]

Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working. Employees who do not start and end their workday at the same site shall carry a time card or sheet with them to accurately record their times. They shall turn in their time sheets or cards to their immediate supervisor no later than the following Monday morning after reviewing them to be sure that they accurately reflect their hours worked for that week.[4]

Each employee is to personally record his or her own times. Any employee who signs in or out (or who punches a time clock) for another employee or who asks another employee to do so for him or her will be dismissed.

Employees whose normal workweek is less than forty (40) hours and who work more than their normal number of hours in a given workweek may, at the District's option, be given compensatory time for the hours they worked in excess of their normal workweek in lieu of their regular rate pay. Compensatory time given in this manner shall be subject to the same conditions regarding accumulation and use as compensatory time given in lieu of overtime pay.

Breaks and Meals

Each employee working more than twenty (20) hours per week shall be provided two (2), paid, fifteen (15) minute duty free breaks per workday.[K]

Meal periods that are less than thirty (30) minutes in length or in which the employee is not relieved of duty are to be compensated.[L] Employees with a bona fide meal period shall be completely relieved of their duty to allow them to eat their meal, which they may do away from their work site, in the school cafeteria, or in a break area.

The employee shall not engage in any work for the District during meal breaks except in rare and infrequent emergencies.

Overtime

Covered employees shall be compensated at not less than one and a half (1.5) times his or her regular rate of pay for all hours worked over forty (40) in a workweek.[M] Overtime compensation shall be computed on the basis of the hours worked in each week and may not be waived by either the employee or the District. Overtime compensation shall be paid on the next regular payday for the period in which the overtime was earned.[N]

The rate of overtime pay for employees who work two (2) or more jobs for the District at different rates of pay shall be determined by creating a weighted average of the different rates (a.k.a. blended rate).[O] The weighted average will be calculated by multiplying the number of hours worked during that week for each position by the position's rate of pay, combining the resulting amounts for each position (straight time pay), and dividing the straight time pay by the total number of hours the employee worked in that week. The weighted average will then be multiplied by one half (0.5), which will then be multiplied by the number of hours the employee worked that week over forty (40).[5]

Provided the employee and the District have a written agreement or understanding before the work is performed,[P] compensatory time off may be awarded in lieu of overtime pay for hours worked over forty (40) in a workweek and shall be awarded on a one-and-one-half (1 1/2) time basis for each hour of overtime worked.[Q] The District reserves the right to determine if it will award compensatory time in lieu of monetary pay for the overtime worked. The maximum number of compensatory hours an employee may accumulate at a time is twenty (20).[6] The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the District.

An employee whose employment is terminated with the District, whether by the District or the employee, shall receive monetary compensation for unused compensatory time. Of the following methods, the one that yields the greatest money for the employee shall be used.

The average regular rate received by the employee during the last 3 years of employment. Or

The final regular rate received by the employee.[R]

Compensatory time will not be carried forward from one contract year to the next contract year.

Overtime Authorization

There will be instances where the district's needs necessitate an employee work overtime. It is the Board's desire to keep overtime worked to a minimum. To facilitate this, employees shall receive authorization from their supervisor in advance of working overtime except in the rare instance when it is unforeseen and unavoidable.

All overtime worked will be paid in accordance with the provisions of the FLSA, but unless the overtime was pre-approved or fit into the exceptions noted previously, disciplinary action shall be taken for failure to follow District policy. In extreme and repeated cases, disciplinary action could include the termination of the employee.

Leave Requests

All covered employees shall submit a leave request form prior to taking the leave if possible. If a request for leave was not possible in advance due to unforeseen or emergency circumstances, the leave form shall be turned in the day the employee returns to work. Unless specifically granted by the Board for special circumstances, the reason necessitating the leave must fall within District policy.

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form. Leave may be taken in a minimum of four (4) hour increments.[7]

Record Keepings and Postings[T]

The District shall keep and maintain records as required by the FLSA for the period of time[U] required by the act.[8]
The District shall display minimum wage posters where employees can readily observe them.[9]

Cooperation with Enforcement Officials[V]

All records relating to the FLSA shall be available for inspection by, and District employees shall cooperate fully with, officials from the Department of Labor (DOL) and/or its authorized representatives in the performance of their jobs relating to:

- Investigating and gathering data regarding the wages, hours, and other conditions and practices of employment;
- Entering, inspecting, and/or transcribing the premises and its records;
- Questioning employees and investigating such facts as the inspectors deem necessary to determine whether any person has violated any provision of the FLSA.

Notes:

[1] Registered nurses fall under the "Learned Professional" exemption of the FLSA; however, this exemption does not apply to LPNs.

While the DOL removed the bright line rule that a supervisor may not spend more than twenty percent (20%) of work time in a week performing non-supervisory duties, a supervisor must still commit a majority of time to supervisory duties and the higher the percentage of time each week the better.

Except for teachers and other staff whose primary job duties requires the employee to have a valid teaching license, in order for an employee to be an exempt employee under this policy, the Wage and Hour Division of the DOL requires the employee to receive a minimum amount of gross income on a weekly or annual basis. Currently, an employee must receive a minimum of four hundred fifty-five dollars ($455) a week or $23,666 annually to be exempt. Starting on December 1, 2016, an employee must receive nine hundred thirteen dollars ($913) a week or $47,476 annually to be exempt. The minimum amount is set to automatically increase every three years; the DOL will release the new minimum amount at least one hundred fifty (150) days prior to it becoming effective. The next increase will become effective on January 1, 2020 and is anticipated to be approximately nine hundred eighty-four dollars ($984) a week or $51,168 annually.

[2] If you provide your employee a benefit in the form of goods or a facility the reasonable cost or the fair value of the lodging (per week) must be added to the cash wages before the regular rate is determined.

[3] Select any consecutive one hundred sixty-eight (168) hours period (seven (7) days) that will work best for your district.

[4] Devise a system that will work for your district. The point is to have an accurate and verifiable record of the hours worked by each employee. While carrying time cards around can be a hassle, you don't want to lose excessive worktime from an employee having to walk excessively to and from their time sheet. Time clocks are obviously an accurate and verifiable record of hours worked, but they are not without drawbacks. First, they are not cheap to initially purchase and then to configure for your district

as a whole. Second, employees can unintentionally take less than thirty (30) minute meal times (by forgetting the exact time they clock out), which makes that time compensable.

[5] Example: Employee has two (2) jobs for the district that each pay a different rate: job A pays eight dollars ($8.00) per hour and job B pays ten dollars ($10) per hour. One week, Employee works fifty hours: twenty-six (26) hours for job A and twenty-four (24) hours for job B. 26 hours at $8.00 = $208 and 24 hours at $10 = 240. $208 + $240 = $448 (straight time pay). $448 divided by 50 = $8.96 (weighted average). $8.96 X 0.5 = $4.48. $4.48 X 10 hours = $44.80. $448 + $44.80 = $492.80. Therefore, the employee will be paid four hundred ninety-two dollars and eighty cents ($492.80)for the week.

The reason why it appears that a person who works two differently paid jobs receives such a small amount per hour for overtime pay is because the payment formula takes into account that you have already paid the person their standard rate of pay for the additional hours worked as part of the employee's straight time pay so you are only needing to determine the additional one half (0.5) the employee is eligible to receive for each hour of overtime. For more information visit http://www.twc.state.tx.us/news/efte/i_employees_two_rates.html.

[6] You may choose any number $\leq$ 240. In determining the number to insert remember that you must permit the employee to use the comptime within a "reasonable" period of time so long as it does not "unduly disrupt" the district's operations. Comptime does not have to be offered to all employees, nor does the agreement have to be the same for all employees.

[7] The DOL does not recognize leave in the form of "days" for hourly employees even though that is how Arkansas law (A.C.A. § 6-17-1304) prescribes them. The DOL requires they be attributed in hourly allotments. You can choose the minimum amount of leave that may be used at one time.

[8] 29 CFR § 516.2–516.9 and 29 CFR § 553.50 list the records that are required to be kept.

[9] The district must display minimum wage posters in "conspicuous places" (each work site). They can be downloaded from the DOL by going to http://www.dol.gov/whd/regs/compliance/posters/flsa.htm

Legal References:

A: 29 USC § 206(a), ACA § 6-17-2203
B: 29 USC § 207(a)(1), 29 CFR § 778.100
C: 29 USC § 207(o), 29 CFR § 553.50
D: 29 USC § 213(a), 29 CFR §§ 541 et seq.
E: 29 CFR § 778.218(a)
F: 29 USC § 207(e), 29 CFR § 778.108
G: 29 CFR § 778.105
H: 29 CFR §§ 785.9, 785.16
I: 29 CFR § 516.2(7)
J: 29 CFR §§ 785.1 et seq.
K: A.C.A. § 6-17-2205 and 2207
L: 29 CFR §§ 785.19
M: 29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20 – 553.32
N: 29 CFR § 778.106
O: 29 USC § 207(g)(2), 29 CFR § 778.115
P: 29 USC § 207(o)(2)(A), 29 CFR § 553.23
Q: 29 CFR § 553.20
R: 29 USC § 207(o)(4), 29 CFR § 553.27
S: 29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50
T: 29 CFR § 516.4
U: 29 CFR §§ 516.5, 516.6
V: 29 USC § 211(a)(b)

Date Adopted: 5-27-04—Interim Board

Last Revised: 4-8-2013, 5-11-2015, 5-9-2016, 7-11-2016, 6-19-2017

8.12— CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

When a classified employee is additionally employed by the District by a contract for a second classified position or to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary 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 position and any other contracted position, the employee shall notify the employee's building principal as far in advance as is practicable. The Building principal shall verify the existence of the conflict by contacting the supervisor of the secondary contracted position. The building principal shall determine the needs of the district on a case-by-case basis and rule accordingly. The principal's decision is final with no appeal to the Superintendent or the School Board. Frequent conflicts or scheduling problems could lead to the non-renewal or termination of the conflicting contract of employment or the contract to perform the supplementary duties.

For employees who work two or more jobs for the District, the superintendent or designee shall specify which is the employee's primary job. If circumstances change, the determination can be changed to reflect the current needs of the District. Furthermore, if on any given day, one of the employee's jobs requires more hours worked than is customary, the District reserves the right to lessen the number of hours the employee may work in his/her other job such that the employee does not exceed forty (40) hours worked in that week.[1]

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 8.26, 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.

Notes: This policy is similar to Policy 3.18. If you change this policy, review 3.18 at the same time to ensure applicable consistency between the two.

[1] The fact that a district may reduce an employee's hours for one job due to extra hours being worked in the employee's second job does NOT permit the district to require the same duties in the reduced hours job, but merely pay for it to be done in fewer hours. Please also note that districts are obligated under the Fair Labor Standards Law (FLSA) (see policy 8.11) to pay every hourly employee (other than those few classified employees who meet FLSA's definition of "supervisor") for every minute worked. Classified employees' wages have to be based on an hourly wage even if paid as a salary; there are methods for determining the "blended" rate for employees working more than 40 hours in a week who are paid on the basis of more than one hourly wage. These requirements also apply to the calculation of stipends.

Cross References: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE
8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE
8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

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

Date Adopted: 5-27-04—Interim Board

Last Revised: 5-12-2014

8.13— CLASSIFIED 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 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 application information is discovered to be other than as was represented by the employee, either in writing on application materials or in the form of representations made to the school district. The district will request a criminal background check on any new employee which may be in addition to the requirements by the state for background checks for public school employees.

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.[1] All classified employees shall complete, at District expense, a criminal records background check and Child Maltreatment registry check at least one (1) time every five (5) years.

An employee who receives notification of a failure to pass a criminal background check or a true result on the Child Maltreatment Central Registry check shall have thirty (30) days following the notification to submit to the superintendent, or designee, a written request for a hearing before the Board to request a waiver. The written request should include any documentation, such as police reports, or other materials that are related to the event giving rise to the failed background check or true result on the Child Maltreatment Registry as well as information supporting your request for the waiver. Employees requesting a board hearing to request a waiver should be aware that this hearing is subject to the Arkansas Freedom of Information Act and it must be fully open to the public as a result.

For unlicensed individuals employed as teachers or administrators under a waiver, 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 year for teachers who are already licensed or employed as a teacher under a waiver from licensure.[2]

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 included employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity.

Previous Work Experience:

Classified employees can receive credit for three years previous experience upon initial employment for comparable work experiences or skills, and may be eligible for credit up to five years' experience after they have successfully completed 1 year of employment in the District. The credit for previous experience will be noted when initially employed and recorded in the Minutes of the Meeting of the Board of Education. Any person who leaves the District and is later rehired will be credited with years of experience as a new hire, and no credit of pervious employment will be accepted beyond three years without School Board approval.

Extra Help

When extra laborers or helpers are hired, they may be paid by the hour rather than on a monthly basis. This shall be done at the discretion of the Superintendent based upon the proposed length of employment.

For the purposes of the salary schedule, a classified employees will have worked a "year" if he/she works at least 160 days.

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.[2]

Inquiries on non-discrimination may be directed to the assistant superintendent in charge of equity,[3] who may be reached at the District's central office, 501-882-5463.[4]
For further information on notice of non-discrimination or to file a complaint, visit http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

In accordance with Arkansas law[6], the 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;
a deceased veteran's spouse who is unmarried throughout the hiring process; or

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

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

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

Indicate on the employment application the category the applicant qualifies for;
Attach the following documentation, **as applicable**, to the employment application:
Form DD-214 indicating honorable discharge;
A letter dated within the last six months from the applicant's command indicating years of service in the National Guard or Reserve Forces as well as the applicant's current status;

Marriage license;
Death certificate;
Disability letter from the Veteran's Administration (in the case of an applicant with a service-related disability).

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

Notes: This policy is similar to Policy 3.19. If you change this policy, review 3.19 at the same time to ensure applicable consistency between the two.

[1] An expunged, sealed, or pardoned conviction shall not disqualify a person from employment unless the conviction involves the physical or sexual injury, mistreatment, or abuse of another.

[2] If you do not have a waiver to employ individuals as teachers or administrators without a license, remove this paragraph.

[3] A copy of the nondiscrimination statement should be included in all district publications unless the publication is intended only for students and parents. Publications intended only for students and parents should include the nondiscrimination clause in Policy 4.11—EQUAL EDUCATIONAL OPPORTUNITY.

[4] Insert the position(s) designated to be contacted on discrimination inquiries. If you have different positions designated to answer questions on disability discrimination (504 coordinator) and sex discrimination (Title IX coordinator), then you will need to include the position responsible for each area. Do not include the name(s) of the person(s) to be contacted in the policy; changing the name of the person (due to a staffing change) would necessitate amending the policy, which would require it to go through the entire adoption process.

[5] Insert the office address, phone number, and email address to be used to contact the designated position. If you have more than one position designated as set forth in footnote 4, you will need to include a contact number and address for each position. The contact number and address may be the school/district address and phone number.

[6] A.C.A. § 21-3-301 et seq., includes public schools to the list of employers required to provide a preference to applicants who qualify for a veteran or a deceased veteran's spouse category when selecting interview candidates, during the interview process, and in selecting a new employee.

A.C.A. § 21-3-302 covers the requirements for giving a veteran preference during the application, interview, and hiring processes. The statute does not require districts to use a particular scoring method to demonstrate giving a preference and districts can continue using the system they have previously been using. However, A.C.A. § 21-3-302 and A.C.A. § 21-3-303 require districts be able to demonstrate that any qualifying applicant was given a preference during the entire application, interview, and hiring, processes.

If a veteran who is not hired requests, the district must provide the veteran with his/her base score, adjusted score, and the successful candidate's score. While there is no statutorily required method, ASBA suggests districts use a numerical scoring rubric for the entire hiring process. The use of such a rubric makes it easy to demonstrate a preference was given as you can point to where qualifying applicants received additional points. Districts that don't use a numerical scoring method are required, upon a veteran's request, to provide all documentation allowed to be released under FOIA to the veteran to demonstrate how the preference was used to develop the list of qualified candidates to be interviewed and to select the person actually hired.

Legal References:
Division of Elementary and Secondary Education Rules Governing Background Checks
Division of Elementary and Secondary Education Rules Governing the Code of Ethics for Arkansas Educators
A.C.A. § 6-17-301
A.C.A. § 6-17-414
A.C.A. § 6-17-428
A.C.A. § 6-17-429
A.C.A. § 21-3-302
A.C.A. § 21-3-303

A.C.A. § 25-19-101 et seq.
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: 5-27-04—Interim Board

Last Revised: 05-14-2012, 4-8-2013, 5-12-2014, 5-11-2015, 5-9-2016, 6-19-2017, 2018 voted to leave “as is”, 6-19-2019

8.14— CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

The Board of Education authorizes the reimbursement to classified personnel for travel expenses incurred as a requirement of their jobs. Prior approval for all travel shall be obtained from the immediate supervisor and the Superintendent before any travel expenses are incurred.

EXPENSE REIMBURSEMENT

The Board recognizes that as changes occur within the District's programs, some members of the staff may require additional training to be qualified to implement new programs. Also, the need for continual growth is recognized as being important if the Classified staff is expected to work toward improving their performance in assigned work responsibilities. Therefore, the District will share the responsibility and the cost of this additional training under certain conditions. The criteria for reimbursement and expense elements allowed are as follows:

Mileage reimbursement will be at the accepted State rate/mile. The map mileage shall be counted from is the employee's official station (Beebe school) or the employee's residence, whichever is the shortest distance. Group travel will be utilized whenever practical and advantageous to the District.

Actual expenses incurred for lodging will be reimbursed. Overnight stay will be determined as practical by the supervisor. Prior approval from the immediate supervisor and the Superintendent will be required before reimbursement of lodging expenses.

Reimbursement will only be allowed if there is overnight stay. .A hotel/motel receipt must be attached to the request for reimbursement.

D. Reimbursement for meals may be paid on a daily rate not to exceed $35.00 per day.

All requests for expense reimbursement will be made on "Beebe School District Travel Reimbursement Forms" and will have the approval of the immediate supervisor before it is passed on to the Central Office.

Date Adopted: 5-27-04—Interim Board

Last Revised: 06-12-06

8.15—CLASSIFIED 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-pips, or under any other name or descriptor.

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

Notes: This policy is similar to Policy 3.21—LICENSED PERSONNEL TOBACCO USE. If you change this policy, review policy 3.21 at the same time to ensure applicable consistency between the two.

The statute requires posting the statute "…in a conspicuous location at every entrance to each building owned or leased by a public school district and every school bus used to transport students"

This model policy tracks the state law referenced below. It is not required to be in District policies, but it could be useful in informing employees of the statutory prohibition on all tobacco use.

Legal Reference: A.C.A. § 6-21-609

Date Adopted: 5-27-04—Interim Board

Last Revised: 6-10-2013

8.16—DRESS OF CLASSIFIED EMPLOYEES

Employees shall ensure that their dress and appearance are professional and appropriate to their positions. The supervisor will communicate to the employee the appropriate dress related to specific job assignment.

Date Adopted: 5-27-04—Interim Board

Last Revised:

8.17— CLASSIFIED PERSONNEL POLITICAL ACTIVITY

Employees are free to engage in political activity outside of work hours and 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 or out of the classroom, in other than circumstances appropriate to the employee's responsibilities to the students and where a legitimate pedagogical reason exists.

Date Adopted: 5-27-04—Interim Board

Last Revised:

8.18— CLASSIFIED PERSONNEL DEBTS

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

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

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

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

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

Date Adopted: 5-27-04—Interim Board

Last Revised: 4-8-2013

8.19— CLASSIFIED PERSONNEL GRIEVANCES

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

Definitions
Grievance: a claim or concern raised by an individual employee of this school district related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal laws and regulations, state laws and rules or terms or conditions of employment, 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. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or "writing up" an employee under his/her supervision. A group of employees who have the same grievance may file a group grievance.

Group Grievance: 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)
More than one individual has interest in the matter; and
The group has a well-defined common interest in the facts and/or circumstances of the grievance; and
The group has designated an employee spokesperson to meet with administration and/or the board; and
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: a day in which a majority of the employees of the same job classification as the employee with a grievance is scheduled to work.

Process
Level One (***Immediate Supervisor***) : 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 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 their conference. (The five-day requirement does not apply to grievances concerning back pay.) If the grievance is not advanced to Level Two within five working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five 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 Level Two supervisor. The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the assistant superintendent.

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

Level Three ***(Superintendent)***: If the proper recipient of the Level Two Grievance was the assistant superintendent, and the employee remains unsatisfied with the written response to the grievance, the employee may advance the grievance to

the superintendent by submitting a copy of the Level Two Grievance Form and the assistant superintendent's reply to the superintendent within five working days of his/her receipt of the principal's reply. The superintendent will have ten working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten working days in which to deliver a written response to the grievance to the employee.

Level Four ***(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 Education 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 school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. 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." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently re-file their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance not to be grievable, the matter shall be considered closed. If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the 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 Directors. 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 both parties shall have the opportunity to present and question witnesses**. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, 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. A decision on the grievance shall be announced no later than the next regular board meeting.

Records

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

Reprisals

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

Level 1 – Supervisor
Level 2 – Assistant Superintendent for Maintenance and Transportation
Level 3 – Superintendent
Level 4 – Board of Education

Legal Reference: ACA § 6-17-208, 210

Date Adopted: 5-27-04—Interim Board
Last Revised: 8-06-2007, 6-19-2019

8.19F—GRIEVANCE FORM - CLASSIFIED

Name: _____

Date submitted to supervisor: _____

Classified Personnel Policy grievance is based upon:

_____

Grievance (be specific): _____

What would resolve your grievance? _____

Supervisor's Response
Date submitted to recipient: _____

Date Adopted:

Last Revised:

8.20— CLASSIFIED PERSONNEL SEXUAL HARASSMENT

The Beebe 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 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; 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.

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. ACA § 6-15-1005 (b) (1)

Date Adopted: 5-27-04—Interim Board

Last Revised: Reviewed and kept on 5-14-2018

8.21— CLASSIFIED 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 adequate supervision of students throughout the school day and at extracurricular activities. Non-certified personnel may be assigned supervisory responsibilities of students by the principal/supervisor. Employees must be at the assigned location when responsible for supervision of students.

Date Adopted: 5-27-04—Interim Board

Last Revised:

8.22— CLASSIFIED PERSONNEL COMPUTER USE POLICY

The Beebe 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 utilized as assigned, and confidentiality of student records relating to personnel is to be maintained at all times. Employees must not disable or bypass security procedures, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The designated District Technology Administrator or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

Employees who misuse district-owned computers in any way, including excessive personal use, using computers for personal use during work or 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: 20 USC 6777
47 USC 254(h)
A.C.A. § 6-21-107
A.C.A. § 6-21-111

Date Adopted: 5-27-04—Interim Board

Last Revised: 7-13-2009, 6-19-2019

8.22F—CLASSIIFIED PERSONNEL INTERNET USE AGREEMENT

Name (Please Print)_____

School_____Date_____

The Beebe 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:

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.

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

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

"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;
wasteful use of limited resources provided by the school including paper;
causing congestion of the network through lengthy downloads of files;
vandalizing data of another user;
obtaining or sending information which 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;
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; or
taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
making unauthorized copies of computer software.
personal use of computers during instructional time.
installing any software on District computers unless approved by District Technology coordinator.

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.

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.

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: 5-27-04—Interim Board

Last Revised: 6/19/2019

8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE*

The Family and Medical Leave Act (FMLA) leave offers job protection for leave that 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 FMLA provides up to twelve (12) work weeks (or, in some cases twenty-six (26) weeks) of job-protected leave to eligible employees with absences that qualify under the FMLA. While an employee can request FMLA leave and has a duty to inform the District, as provided in this policy, of foreseeable absences that may qualify for FMLA leave, it is the District's ultimate responsibility to identify qualifying absences as FMLA or non-FMLA. FMLA leave is unpaid, except to the extent that paid leave applies to any given absence as governed by the FMLA and this policy.

SECTION ONE – FMAL LEAVE GENERALLY

Definitions:

"Eligible Employee" is an employee who has:

Been employed by the District for at least twelve (12) months, which are not required to be consecutive; and

Performed at least 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.[1]

"FMLA" is the Family and Medical Leave Act

"Health Care Provider" means:

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

Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X–ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;

Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;

Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement; or

Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

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

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

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

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

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

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

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

Policy

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

Leave Eligibility

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

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;

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

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 servicemember with a serious illness or injury. (See Section Two)

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

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

Provisions Applicable to both Sections One and Two

District Notice to Employees

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

Designation Notice to Employee

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave. [5] If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability[6] determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.[7]

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

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

Concurrent Leave Under the FMLA

All FMLA leave is unpaid unless substituted by applicable accrued leave. The District requires employees to substitute any applicable accrued leave (in the order of sick , personal, or vacation leave as may be applicable) for any period of FMLA leave.[6]

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

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

No employee on FMLA leave for their own serious medical condition may perform work at another, non-district job while on FMLA leave. Except as provided in policy 8.36, employees who do perform work at another, non-district job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

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

Health Insurance Coverage

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan that apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.[8]

The District has the right to pay an employee's unpaid insurance premiums during the employee's unpaid FMLA leave to maintain the employee's coverage during his/her leave. The District may recover the employee's share of any premium payments missed by the employee for any FMLA leave period that the District maintains health coverage for the employee by paying 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.[9]

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

If the employee fails to return from leave after the period of leave 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 (2) weeks[10] during FMLA leave of his/her current status and intent to return to work.

Return to Previous Position

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority.

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

Provisions Applicable to Section One

Employee Notice to District

Foreseeable Leave:

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

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

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

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

Unforeseeable Leave:

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

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

Medical Certification

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

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

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

The district receives information that casts doubt upon the continuing validity of the certification. The employee must provide the recertification within fifteen (15) calendar days after the District's request.

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

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

Substitution of Paid Leave

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

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

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

Return to Work[12]

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

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

Failure to Return to Work:

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

Intermittent or Reduced Schedule Leave

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

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the District agrees to permit such leave upon the request of the employee. If the District agrees to permit an employee to take intermittent or reduced schedule leave for such reasons, the agreement shall be consistent with this policy's requirements governing intermittent or reduced schedule leave. The employee may be transferred temporarily during the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's

regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties.

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

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

Special Provisions relating to Instructional Employees as Defined in This Policy

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under the FMLA's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

SECTION TWO - FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

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

Qualifying Exigency

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.[13]

Definitions:

"Covered active duty" means:

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

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

Certification[14]

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

Employee Notice to District

Foreseeable Leave:

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

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

Special Provisions relating to Instructional Employees as Defined in This Policy

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and who's FMLA leave falls under the FMLA's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

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

"Serious Injury or Illness" :

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

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

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

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

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

Medical Certification[15]

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

Employee Notice to District

Foreseeable Leave:

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

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

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

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

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

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

Special Provisions relating to Instructional Employees (as defined in this policy)

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under Act's the FMLA's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

Notes: This policy is similar to Policy 3.32. If you change this policy, review 3.32 at the same time to ensure applicable consistency between the two.

Determining whether an absence qualifies as FMLA leave is a **DISTRICT** responsibility and not the employee's. While much of the statutes' language refers to an employee's request for FMLA leave, the employee has **NO** mandatory responsibility for initiating the exchange of information that might relate his/her absence to that of the FMLA. The District has the right and the duty to ask for enough information concerning an employee's absence to make a determination. The employee has the responsibility and duty to respond to questions asked in an effort for the District to make the initial

determination. Any issue of medical certification to be provided by the employee is secondary to that of informal questioning to determine whether the absence does in fact, fall under the FMLA umbrella. The District must fulfill its responsibility for the posting of employee FMLA notice requirements to make those requirements enforceable. This is done through posting the notices available at the link in footnote #4 **AND** by the employee's receipt of this policy in the employee handbook.

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

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

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

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

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

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

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

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

[6] As used in this policy, "applicable" is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid. For instance, "applicable leave" in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your District's policy on sick leave. For instance, if sick leave may be taken "for reason of personal illness or illness in the immediate family" (based on the statutory definition in A.C.A. § 6-17-1202, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your district has a much more liberal definition of sick leave in District policy, the results could be entirely different. Another example would be the potential for overlap between pregnancy complications that arise to the level of a "serious health condition." For instance, pregnancy complications that rose to the level of a "serious health condition" would qualify for both, while missing work for a dentist's appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 8.5—CLASSIFIED EMPLOYEES SICK LEAVE when making the determination of what sick leave qualifies under both policies.

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

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

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

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

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

[11] ASBA model policy 8.5—CLASSIFIED EMPLOYEES SICK LEAVE includes language entitling employees with up to fifteen (15) days of sick leave in a school-year for issue relating to the adoption of a child. If you have not adopted this provision, delete #2 from this sentence. Include reason #1 if you have a liberal sick leave policy that would permit leave to be taken for bonding with a new born son or daughter.

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

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

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

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

Cross References: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE
8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT
8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

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

Date Adopted: 06-09-2008

Last Revised: 06-14-2010, 05-14-2012, 4-8-2013, 5-12-2014, 5-9-2016

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

8.24—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] A school bus driver may use a two-way radio communications device or any device used in a similar manner as a two-way radio communications device to communicate with the District's central dispatch or transportation center. In addition, if the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

An emergency system response operator or 911 public safety communications dispatcher;
A hospital or emergency room;
A physician's office or health clinic;
An ambulance or fire department rescue service;
A fire department, fire protection district, or volunteer fire department; or
A police department.

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

Notes: This policy is similar to Policy 3.51. If you change this policy, review 3.51 at the same time to ensure applicable consistency between the two.

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

[2] A.C.A. § 6-19-120 ; only prohibits "cell phone" use, A.C.A. § 27-51-1504 prohibits the use of a "handheld wireless telephone" for browsing the internet, sending or receiving emails, and sending or receiving text messages at any time; and A.C.A. § 27-51-1609 prohibits the use of a "handheld wireless communication divice" for any purpose while in a school zone.. The terminology in this sentence is designed to combine these statutes and to cover all the distractions that could affect a driver's ability to safely drive the bus.

Legal Reference: A.C.A. § 6 –19 -120
A.C.A. § 27-51-1504
A.C.A. § 27-51-1609

Date Adopted: 05-27-2004

Last Revised: 05-14-2012, 5-12-2014, 5-11-2015, 6-19-2019

8.25— CLASSIFIED PERSONNEL CELL PHONE USE

Use of cell phones or other electronic communication devices by employees during their designated work time for other than District approved purposes is strictly forbidden unless specifically approved in advance by the superintendent, building principal, or their designees.[1]

District staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use a school issued cell phones and/or computers for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. School employees who are issued District cell phones due to the requirements of their position may use the phone for personal use on an "as needed" basis provided it is not during designated work time.[2]

Except when authorized in Policy 8.24—SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES, all employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.[3]

Except when authorized in Policy 8.24—SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES, no employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to and including termination.[4]

Notes: This policy is similar to Policy 3.34. If you change this policy, review 3.34 at the same time to ensure applicable consistency between the two.

[1] The goal is to eliminate the use of cell phones during designated work time. You may change who has the authority to approve the use of cell phones if you wish to.

[2] The IRS has changed its position regarding the use of district issued cell phones for personal use for those employees who have a genuine **need** for a cell phone due to their job's duties. Cell phones **cannot** be issues as a fringe benefit, but only as a "legitimate" need related to their job's responsibilities. There is no longer a need to keep track of personal calls and claim their value as income. The district has the option of supplying the phone directly to the employee or of reimbursing the employee for the cost of his/her personal phone that is used for both District and personal purposes. Any such reimbursement can only be for the specific employee and not any other individuals associated with that employee's cell phone plan. There has been no change to the use of school computers for personal purposes.

[3] This sentence is included because insurance companies have ruled that injuries occurring while driving and talking on school issued cell phones are subject to workers comp awards.

[4] This sentence was added due to the dangers involved for both drivers and pedestrians associated with distracted driving. While there is no statutory requirement for the language, we believe it is important protection for students and employee alike.

Cross References: 4.47— POSSESSION AND USE OF CELL PHONES AND OTHER ELECTRONIC DEVICES
7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS
8.24—SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES

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

Date Adopted: 05-14-2012

Last Revised: 5-12-2014, 5-11-2015, 6-19-2019

8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

Definitions

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

"Bullying" means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that may address an attribute of the other student, public school employee, or person with whom the other student or public school employee is associated and that causes or creates actual or reasonably foreseeable:

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

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

- Cyberbullying;
- 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 8.20, 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: "Slut", "You are so gay.", "Fag", "Queer").

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

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

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

- Building a fake profile or website of the employee;
- Posting or encouraging others to post on the Internet private, personal, or sexual information pertaining to a school employee;
- Posting an original or edited image of the school employee on the Internet;

Accessing, altering, or erasing any computer network, computer data program, or computer software, including breaking into a password-protected account or stealing or otherwise accessing passwords of a school employee;

Making repeated, continuing, or sustained electronic communications, including electronic mail or transmission, to a school employee;

Making, or causing to be made, and disseminating an unauthorized copy of data pertaining to a school employee in any form, including without limitation the printed or electronic form of computer data, computer programs, or computer software residing in, communicated by, or produced by a computer or computer network;

Signing up a school employee for a pornographic Internet site; or

Without authorization of the school employee, signing up a school employee for electronic mailing lists or to receive junk electronic messages and instant messages.

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

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

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

Necessary cessation of instruction or educational activities;

Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;

Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or

Exhibition of other behaviors by students or educational staff that substantially interfere with the learning environment.

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

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

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

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

As soon as reasonably practicable, but by no later than the end of the school day following the receipt of the credible report of bullying:

Report to a parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student that their student is the victim in a credible report of bullying; and

Prepare a written report of the alleged incident of bullying;

Promptly investigate the credible report or complaint of bullying, which shall be completed by no later than the fifth (5th) school day following the completion of the written report.

Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student who was the alleged victim in a credible report of bullying whether the investigation found the credible report or complaint of bullying to be true and the availability of counseling and other intervention services.

Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis of the student who is alleged to have been the perpetrator of the incident of bullying:

That a credible report or complaint of bullying against their student exists;

Whether the investigation found the credible report or complaint of bullying to be true;

Whether action was taken against their student upon the conclusion of the investigation of the alleged incident of bullying; and

Information regarding the reporting of another alleged incident of bullying, including potential consequences of continued incidents of bullying;

Make a written record of the investigation, which shall include:

A detailed description of the alleged incident of bullying, including without limitation a detailed summary of the statements from all material witnesses to the alleged incident of bullying;

Any action taken as a result of the investigation; and

Discuss, as appropriate, the availability of counseling and other intervention services with students involved in the incident of bullying.

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

Notes: This policy is similar to Policy 3.38. If you change this policy, review 3.38 at the same time to ensure applicable consistency between the two.

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

[1] This paragraph is optional. We have included it because we have received multiple phone calls where district employees were attempting to use the policy against fellow employees.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 5-27-2004

Last Revised: 8-06-2007, 5-9-2011, 4-8-2013, 5-15-2015, 5-9-2016, 5-14-2018, 6-19-2019

8.26.1 CLASSIFIED PERSONNEL POLICIES COMMITTEE

The Classified Personnel Policy Committee will represent the classified staff. The PPC will work to serve as the communication link between the Board/Administration and all of the classified staff. The PPC will have the opportunity to recommend new policies to the Board, recommend changing existing policies to the Board, and review proposed policies or changes to policies from the Board. The Board of Education can accept, reject, or amend any proposed policy that is brought before them.
This PPC will have representation from the groups of classified personnel as listed.
NOTE: TO COMPLY WITH NEW LAW
PPC composition will consist of:

SECRETARIAL AND CLERICAL FOOD SERVICE	**2**
MAINTENANCE TRANSPORTATION	**2**
INSTRUCTIONAL ASSISTANTS AND SUPPORT STAFF	**1**
NON-MANAGEMENT AT LARGE	**2**
SUPERVISORS	**2**
	2
Supervisors will be appointed by the Superintendent or his/her designee.	**2**

The classified employees will nominate at least 2 individuals each year from the employees in their group to be placed on a ballot for all classified employees to vote. The PPC members will be elected for 2 year terms by secret ballot each school year. The two-year terms will be staggered so the PPC will have only approximately ½ of its membership being elected each year. All Classified employees will be allowed to vote for the individuals to serve on the PPC. The individual/individuals receiving a majority of the votes will be selected to serve on the PPC.
The elected PPC Members and two appointed supervisors by the Superintendent will vote on any proposal or recommendation that is to be presented to the Board of Education. The Superintendent of Schools or his/her designee will work with the PPC but will not be a voting member.

Legal References:
ACT 951 of 2005

Approved: 5-27-2004—Interim Board

Revised:

8.28— DRUG FREE WORKPLACE - CLASSIFIED PERSONNEL

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

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

Should any employee be found to have been under the influence of, or in illegal possession of, any illegal drug, or controlled substance or under the influence of alcohol, while 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.

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

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

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

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 8.36— CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKER'S 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 immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately.

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

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

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

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

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

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

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

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.

Notes: This policy is similar to Policy 3.31. If you change this policy, review 3.31 at the same time to ensure consistency between the two.

[1]This policy addresses the requirement for Safe and Drug Free Schools which is required for your district to be eligible to receive **any** federal grants. It is required that all employees receive a copy of the policy and be advised of the contents and requirements of the policy. In addition to publishing a policy statement, the statutes require employers to establish a drug-

free awareness program to educate employees about the dangers of drug abuse as well as about the specifics of their policy. The statute does not specify a particular format for the awareness program, although it does state that the education effort must be ongoing and not just a one-time event. For assistance in constructing a drug awareness program the Department of Labor has the following web site: http://wwwappsdol.gov/elaws/asp/drugfree/menu.htm .

[2] Requiring employees who need medical treatment for injuries at work to be drug tested is optional but is recommended. A.C.A. § 11-9-102 states that an injury resulting while the employee is under the influence of alcohol or illegal drugs is not a compensable injury. Requiring all employees to be drug tested for work injuries resulting in medical treatment will allow the district to abide the prohibition against paying worker's comp for a drug related injury.

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

Date Adopted: 06-12-2006

Last Revised: 5-11-2015, 5-9-2016, 2-09-2017

8.28.1 CLASSIFIED PERSONNEL MILITARY LEAVE

The Beebe District will comply with Arkansas Law 6-17-306.

Approved: 5-27-04—Interim Board

Revised:

8.29—CLASSIFIED PERSONNEL VACATIONS

240 day contracted employees are credited with 10 days of vacation[1] at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month, or major portion of a month, for any days used but not earned.

All vacation time must be approved, in advance to the extent practicable, by the superintendent or designee who shall consider the staffing needs of the district in making his/her whodetermination.[2] If vacation is requested, but not approved, and the employee is absent from work in spite of the vacation denial, disciplinary action will be taken against the employee, which may include termination or nonrenewal.

No employee shall be entitled to more than 15 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Employees having accrued vacation totaling more than 15 days as of the date this policy is implemented shall not be eligible to increase the number of days carried forward during their employment with the district.[3] Earned but unused vacation will be paid upon resignation, retirement, termination, or nonrenewal at the employee's current daily rate of pay.[4]

Classified employees working 240 or more days are eligible for 15 days of vacation after credited for 15 years of service to the district. The employee must be in the 240 day position for five (5) years to be eligible for the additional five (5) days.

Notes: This policy is similar to policy 3.46.1. If you change this policy, review policy 3.46 at the same time to ensure applicable consistency between the two.

[1] Select your eligibility criteria and number of vacation days. Eligibility does not have to be 240 day employees and vacation does not have to be 10 days. If you choose a number other than 10 days, you will need to change the proration rate in the paragraph's final sentence for used, but unearned vacation.

[2] Insert the position that will be responsible for approving vacation requests.

[3] This sentence should be included whether you are changing your previous policy or you have not had a policy but have had the **practice** of allowing and paying accrued vacation greater than 15 days. It will help limit your future fiscal liability.

[4] Unlike sick leave, vacation is not transferable from one district to another and so we have included resignation and non-renewal as instances when the district can pay the employee for unused vacation. In any instance of such pay, the rate of pay for accrued, but unused vacation, does not have to be at the daily rate of pay. It may be at a set sum (so many dollars for each unused day) or as a percentage of the employee's daily rate of pay.

Date Adopted: 5-27-2004 Interim Board

Last Revised: 6-09+2008, 4-8-2013, 5-11-2015

8.29.1—CLASSIFIED PERSONNEL VIDEO SURVEILLANCE

The board 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. 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 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 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 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 shall be subject to appropriate disciplinary action and referral to appropriate law enforcement authorities.

Video recordings may become a part of a staff member's personnel record.

Note: This policy is similar to policies 4.48 and 3.41. If you change this policy, review 4.48 and 3.41 at the same time to ensure applicable consistency between the policies.

Date Adopted: 6-09-2008

Last Revised: 7-13-2009

8.30 - CLASSIFIED PERSONNEL REDUCTION IN FORCE

SECTION ONE

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

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

If a reduction in force becomes necessary, the RIF shall be conducted separately for each occupational category of classified personnel identified within the district on the basis of each employee's years of service. The employee within each occupational category with the least years of experience will be non-renewed first. The employee with the most years of employment in the district as compared to other employees in the same category shall be non-renewed last. In the event that employees within a given occupational category have the same length of service to the district the one with the earlier hire date, based on date of board action, will prevail.

When the District is conducting a RIF, all potentially affected classified employees shall receive a listing of the personnel within their category with corresponding totals of years of service. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her total years of service 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 an employee's total after the list is released.

Total years of service to the district shall include non-continuous years of service; in other words, an employee who left the district and returned later will have the total years of service counted, from all periods of employment. Working fewer than 160 days in a school year shall not constitute a year. Length of service in a licensed position shall not count for the purpose of length of service for a classified position. There is no right or implied right for any employee to "bump" or displace any other employee. This specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all employees 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.[1] A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

Recall: Option 1[2]

There shall be no right of recall for any classified employee.

SECTION TWO

Option A[2]

In the event the district is involved in an annexation or consolidation, employees from all the districts involved will be ranked according to years of service. A year of employment 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.

Notes: [1] For example, if the district's salary schedule provided for a range of salaries for maintenance employees ranging from $8.50 an hour to $12.50 an hour, and one maintenance employee is making $14.00 an hour, the superintendent, as part of the RIF, would send a letter of partial nonrenewal to the maintenance employee to bring the salary into compliance with the salary schedule.

Select the option of your choice. If you choose Option B, the ninety (90) day time period may be lengthened or shortened (within reason) to suit your preference.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: 06-12-2006

Last Revised: 05-14-2012, 4-8-2013, 5-12-2014

8.31—CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL

For procedures relating to the termination and non-renewal of classified employees, please refer to the Public School Employee Fair Hearing Act A.C.A. § 6-17-1701 through 1705. The Act specifically is not made a part of this policy by this reference.

A copy of the code is available in the office of the principal of each school building.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: 06-12-2006

Last Revised:

8.31.1 CLASSIFIED STAFF CONTINUING EDUCATION

The Board of Education recognizes the importance and value for employees to continue to improve their knowledge through continuing education. Employees that are continuing to learn and acquire new knowledge will have a greater potential to be more effective in their assigned jobs. Continuing education can be in the academic setting (i.e. college) or vocational school where there is training in select skills or trade areas. The District will provide an incentive to employees to continue their education by offering partial tuition reimbursement based on length of time employed by the District and successful completion of the course is required for reimbursement.

Employees attending college will be reimbursed based upon length of time employed by Beebe Public Schools:

Contracted minimum 6 months to 1 year	$100.00 for 3 hour course -$33.33/hour
Contracted 1 year to 2 years	$140.00 for 3 hour course -$46.66/hour
Contracted 2+ years	$180.00 for 3 hour course -$60.00/hour
Employees that enroll in vocational courses will be reimbursed:	
Contracted 6 months to 1 year	40% course tuition
Contracted 1 year to 2 years	60% course tuition
Contracted 2 to 3 years	80% course tuition
Contracted more than 3 years	90% course tuition

The minimum grade requirement to be eligible for reimbursement will be a C on an A through F grading scale. Reimbursement for vocational or skills trade courses will require successful completion with appropriate certification as deemed common for the course. For select staff that are eligible for credits or scholarships toward tuition cost, the reimbursement amount allowed will not exceed the actual cost for tuition and books based on receipts. Reimbursement payments will not be made until valid receipts for tuition and grade reports are submitted to the Central Office. Administrative guidelines for implementation will be followed when specific circumstances differ with each employee.
Each employee must have on file an academic plan in the Central Office. Courses must be approved in advance.
The maximum benefit to an employee is $3,000. The maximum yearly benefit is $1,000.

Classified staff awarded degrees are eligible for additional salary which is added to the employees contract in the form of a stipend. The stipend for an Associate's Degree is $1,000.00 and the stipend for a Bachelor's Degree or Teaching Certificate is $2,000.00. Stipends for contracted employees working less than eight (8) hours per day will be prorated at an index of .125 for each contracted hour. Stipends will only be added at the beginning of the contract year upon receipt of an official transcript showing the degree awarded. Only non-teaching contracted bus drivers will be eligible for the stipend.

Date Approved: 5-27-04—Interim Board

Revised: 4-8-2013

8.32—CLASSIFIED PERSONNELASSIGNMENTS

The superintendent shall be responsible for assigning and reassigning classified personnel.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: 06-12-2006

Last Revised:

8.33—CLASSIFIED 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 Beebe School District shall operate by the following calendar.

Legal Reference: A.C.A. § 6-15-2907(f)
A.C.A. § 6-17-2301
DESE Rules Governing the Arkansas Educational Support and Accountability Act

Date Adopted: 06-12-2006

Last Revised: 6-11-2012, 4-8-2013, 6-19-2017, 6-6-2019

BEEBE PUBLIC SCHOOL DISTRICT
SCHOOL CALENDAR
2019 - 2020

Thursday	**August 8**	**Welcome Back (8:00-3:00)/Open House (4:00-7:00 pm)**
Tuesday	**August 13**	**First Day of School**
Monday	**September 2**	**No School – Labor Day**
Friday	**October 11**	***End of First Quarter-43 Days***
Thursday	**October 24**	**P/T Conferences – Grades K-12th *3:00 pm - 8:00 pm***
Friday	**October 25**	**No School – Possible: Weather Make-up Day**
Monday – Friday	**November 25-29**	**No School – Fall Break**
Friday	**December 20**	***End of Second Quarter-44 Days***
Monday – Friday	**Dec. 23 – Jan. 3**	**No School – Winter Break**
Monday	**January 6**	**First Day of Second Semester**
Monday	**January 20**	**No School – Possible: Weather Make-up Day**
Thursday	**February 13**	**P/T Conferences – Grades K-12th *3:00 pm - 8:00 pm***
Friday	**February 14**	**No School – Possible: Weather Make-up Day**
Monday	**February 17**	**No School – Possible: Weather Make-up Day**
Friday	**March 13**	***End of Third Quarter-47 Days***
Monday-Friday	**March 23 – 27**	**No School – Spring Break**
Friday	**April 24**	**No School – Possible: Weather Make-up Day**
Friday	**May 22**	***End of Fourth Quarter-44 Days (Last Day of School)***
Monday	**May 25**	**No School – Memorial Day**

Five make-up days are included in the calendar. If necessary, additional make-up days will be added after May 25, 2020.

192 Day Teacher Contract

Student/Teacher Instruction ……...178 Days
Professional Development ……..…10 Days
Parent / Teacher Conference ……......2 Days
Policies and Procedures ……..…..1 Day
Open House ……..……1 Day

Total Contract Days ……..192 Days

Professional Development Requirements – Total of 60 Hours
(Pre K – 12th Grade Teachers)

Eight Teacher PD Days Prior to August 13, 2019……..……..48 Hours
August 13, 2018 through May 15, 2020 – Job Embedded District PD……..…...12 Hours

Total Professional Development Hours…….……...60 Hours

Adopted: April 15, 2019

8.33.1 - CLASSIFIED PERSONNEL HOLIDAYS

JANUARY 1 - NEW YEAR'S DAY	1 DAY
SPRING BREAK	2 DAYS
MEMORIAL DAY	1 DAY
INDEPENDENCE DAY	1 DAY
LABOR DAY	1 DAY
THANKSGIVING	2 DAYS
CHRISTMAS	3 DAYS

Approved: 5-27-04—Interim Board

Revised:

8.34—CLASSIFIED PERSONNEL WHO ARE MANDATED REPORTERS DUTIES

It is the statutory duty of classified school district employees **who are mandated reporters**[1] to:

If the classified employee has reasonable cause to suspect child abuse or maltreatment, then the classified employee shall 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.

If the classified employee has a good faith belief that there is a serious and imminent threat to the public based on a threat made by an individual regarding violence in or targeted at a school that has been communicated to the classified employee in the ordinary course of his/her professional duties, then the classified employee shall make every attempt to immediately notify law enforcement of the serious and imminent threat to the public and have notified law enforcement within twenty-four (24) hours of learning of the serious and imminent threat to the public.

The duty of mandated reporters to report suspected child abuse or maltreatment or serious and imminent threats to the public is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person or that form the basis of the serious and imminent threat to the public; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment, or neglect has occurred; that a serious and imminent threat to the public exists; or to rule out such a belief[2].

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

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

Notes: This policy is similar to Policy 3.40. If you change this policy, review 3.40 at the same time to ensure applicable consistency between the two.

[1] For a listing of who qualifies as mandated reporters, refer to A.C.A. § 6-18-110(a) and A.C.A. § 12-18-402(b).

[2] This is a delicate matter and the district would be wise to avail itself of professional development in this area available from DHS and other sources. A.C.A. § 6-61-133, requires professional development related to child maltreatment for licensed employees and includes school nurses, school social workers, and school psychologists in the list of "licensed employees" who must receive the required PD.

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

Date Adopted: 6-09-2008

Last Revised: 7-13-2009, 5-9-2011, 6-6-2019

8.35 – OBTAINING and RELEASING OF 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,[1] the employee shall be subject to discipline up to and including termination.

Releasing Eligibility Information

As part of Beebe School 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 (2) 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 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 a 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 disclosure and shall receive appropriate training on the laws governing the restrictions of such information. (1)

Notes: This policy is similar to policy 3.42. If you change this policy, review policy 3.42 at the same time to ensure applicable consistency between the two.

The Child Nutrition Unit of the DESE website (http://cnn.k12.ar.us http://www.arkansased.gov/divisions/child-nutrition-unit) has the referenced Commissioner's Memos as well as helpful information to develop your policy statement packet. Additionally, Commissioner's Memos FIN 09-041 has two attachments that will go a long way toward explaining the restrictions on the release of eligibility information and status.

[1] The penalty for improper disclosure of eligibility information is a fine of not more than $1000 per student name if a violation is by either the district or a person in the disclosure without authorization under federal confidentiality regulations and/or imprisonment of not more than one year.

[2] The district owns the data and has the right to choose whether or not to release it to **anyone**. Therefore, the district must make the decisions concerning its release. With the ownership comes the responsibility to ensure proper security of the data.

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

Date adopted: 7-13-2009

Dated revised: 4-8-2013, 6-4-2019

8.36—CLASSIFIED 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 the District Administrative Assistant for Support Services. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic. In addition, employees whose injuries require medical attention shall submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits.[1]

A Workers' Compensation absence may run concurrently with FMLA leave (policy 3.32) when the injury is one that meets the criteria for a serious health condition. To the extent that workers' compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

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

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

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

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

Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

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Note: This policy is similar to policy 3.44. If you change this policy, review 3.44 at the same time to ensure applicable consistency between the two.

1 Requiring employees who need medical treatment for injuries at work to be drug tested is optional but is recommended. A.C.A. § 11-9-102 states that an injury resulting while the employee is under the influence of alcohol or illegal drugs is not a compensable injury. Requiring all employees to be drug tested for work injuries resulting in medical treatment will allow the district to abide the prohibition against paying worker's comp for a drug related injury.

Cross Reference: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE
8.12—CLASSIFIED PERSONNEL OUTSIDE EM
8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

Legal References: Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE
A.C.A. § 11-9-102
A.C.A. § 11-9-508(d)(5)(A)
A.C.A. § 11-9-514(a)(3)(A)(i)

Date Adopted: 7-13-2009

Last Revised: 4-8-2013, 5-12-2014, 5-11-2015, 5-9-2016

8.37—CLASSIFIED 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, Instagram.

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

Blogs are a type of networking and can be either social or professional in their orientation. Professional blogs, approved by the principal or his/her designee, are encouraged and can provide a place for staff to inform students and parents on school related activities. Social blogs are discouraged to the extent they involve staff and students in a non-education oriented format.

Policy

District staff are encouraged to use educational technology, the Internet, and professional/education social networks to help raise student achievement and to improve communication with parents and students. However, 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.

. Staff members are discouraged from creating personal social media accounts to which they invite students to be friends or followers.[1] Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

District employees may set up blogs and other professional/education social media accounts using District resources and following District guidelines[1] 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 members are reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability. A good rule of thumb for staff to use is, "if you wouldn't say it face-to-face in a group, 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 interact with students, thus undermining the employee'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:[2]

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:

Disclose the username and/or password to his/her personal social media account;
Add an employee, supervisor, or administrator to the list of contacts associated with his/her personal social media account;
Change the privacy settings associated with his/her personal social media account; or
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 reasonable believed to be relevant to the investigation of an allegation of an employee violating district policy, or local laws, state laws and rules, or federal laws and regulations. If such an investigation occurs, and the employee refuses, upon request, to supply the username and/or password required to make an investigation, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the employee's contract of employment with the District.

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

In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accord with other District policy for using district equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, other electronic device, or use of the District's network. (See policy 8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY)

Notes: This policy is similar to policy 3.45. If you change this policy, review 3.45 at the same time to ensure applicable consistency between the two.

While only the Privacy of Employee's Social Media Accounts section of this policy is required by any statute, ASBA strongly recommends adopting it the policy in its entirety after consulting with staff for localizing purposes.

1 The policy's separate definitions for "social media websites" and "professional/education social media accounts" are important. Districts are encouraged to establish "professional/education social media accounts" as an acceptable means of teacher and district communication with students and parents. This can serve to discourage inappropriate staff/student interactions on "social media websites." ASBA strongly suggests using the discussions for modifying/personalizing this policy as a means for generating the acceptable guidelines and procedures for staff creation of private social networks. We recommend **NOT** incorporating the guidelines into the policy, but have them available for all staff to review. Incorporating them into the policy will make it much harder to change them if the need arises.

2 What is and is not acceptable staff/student interaction on social networking websites is an education community decision, and will vary from district to district. As a general rule, the greater the degree of real-life connections and interactivity between staff and students that normally occur in the community, the greater the tolerance will be for virtual connections and interactivity. Use the following list to help guide discussions with staff to determine which items should be included in the policy and with what modifications/stipulations. It is as important to include in the policy what **is** permitted as

what **is not** permitted. Your discussions may elicit additional bullets to include in the policy.

Sharing personal landline or cell phone numbers with students;
Text messaging students;
Emailing students other than through and to school controlled and monitored accounts;
Soliciting students as friends or contacts on social networking websites;
Accepting the solicitation of students as friends or contacts on social networking websites;
Creation of administratively approved and sanctioned "groups" on social networking websites that permit the broadcast of information without granting students access to staff member's personal information;
Sharing personal websites or other media access information with students through which the staff member would share personal information and occurrences.

Cross reference: 8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY

Legal Reference: A.C.A. § 11-2-124

Date Adopted: 6-10-2013

Last Revised: 6-19-2019

8.38— CLASSIFIED FOOD SERVICE PREPAYMENT

The district does not offer credit for food items purchased in the school cafeteria; payment for such items is due at the time the food items are received. Parents or students choosing to do so may pay weekly or monthly in advance for students' meals.

Notes: The federal Fair and Accurate Credit Transaction Act of 2007 (15 USC. § 1601 *et seq*.), along with its accompanying regulations (16 CFR 681, effective 5/1/2009), require "creditors" to implement an Identity Theft Protection Program. This is a financial and potentially time-consuming burden that districts can avoid by not having practices deemed to make them "creditors." This is accomplished by the language in this policy. It is **not** intended to be as draconian as it sounds. While districts cannot allow students or parents to routinely pay for meals at the end of the month, districts are **not** prohibited from feeding the student who happened to forget his/her lunch money at home or whose parents don't get paid until the end of the week. Hungry students are seldom learning students.

This policy is similar to policy 7.17. If you change this policy, please review 7.17 at the same time to ensure applicable consistency between the two.

Date Adopted: 7-13-2009

Date Revisited:

8.39—DEPOSITING COLLECTED FUNDS

From time to time, staff members may collect funds in the course of their employment. No cash or checks are to be left in any classroom overnight. It is the responsibility of any staff member to deposit such funds they have collected daily [1] 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.

Notes: This policy is similar to policy 3.47—DEPOSITING COLLECTED FUNDS. If you change this policy, review 3.47 at the same time to ensure applicable consistency between the two.

[1] "Daily" is a suggested length of time that aligns with policy 7.7. You may select a different time period, but if you change it, be sure to change policy 7.7 to match. The reason for this policy and the shorter timeline is to protect both the district and employees from possible overnight theft which is only covered by insurance if there are receipts to prove the existence of the funds and even then, there is a deductible (often $1000). It could often be the case that the receipts and the funds would be in the same envelope and be stolen at the same time. The bottom line is that the daily timeline is to protect both the district and the employee.

Date Adopted: 05-14-2012

Last Revised: 4-8-2013

8.40—CLASSIFIED PERSONNEL WEAPONS ON CAMPUS

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

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;[2]
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties;
- He/she is a certified law enforcement officer, either on or off duty.
- He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

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

Notes: This policy is similar to Policy 3.48. If you change this policy, review Policy 3.48 at the same time to ensure applicable consistency between the two.

[1] If your district has housing for any employee and that employee chooses to have any firearms in the house, they should be kept in a very secure place. It would be wise to keep them in a locked gun safe so that no one other than the employee has access to them.

A.C.A. § 5-73-124(a)(2) permits individuals to carry small containers of tear gas and pepper spray. We have not included language to this effect in the policy because of our concern with potential unintentional misuse of such items. If you choose to add a provision permitting such possession we suggest the following be added at the beginning of the sentence, " With the exception of a container of tear gas or pepper spray carried for the purpose of self-defense," and then delete the following within the sentence, " defined herein as an item" and " or animal, any personal defense item such as mace or pepper spray."

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. § 5-73-502

Date Adopted: 6-10-2013

Last Revisited: 5-12-2014, 2-25-2016, 6-19-2019

8.41—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 and any District employees involved in purchasing for the Child Nutrition Program 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 3.52. If you change this policy, review 3.52 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.

[2] 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.
Division of Elementary and Secondary Education Rules Governing the Ethical Guidelines and Prohibitions for Educational Administrators, Employees, Board Members and Other Parties
Commissioner's Memo FIN 09-036
Commissioner's Memo FIN-10-048
Commissioner's Memo FIN 15-074
7 C.F.R. § 200.318
7 C.F.R. § 3016.36
7 C.F.R. § 3019.42

Date Adopted: 5-11-2015

Last Revised: 5-09-2016, 6-6-2019

8.42—CLASSIFIED PERSONNEL BUS DRIVER END of ROUTE REVIEW

Each bus driver shall walk inside the bus from the front to the back to make sure that all students have gotten off the bus after each trip. If a child is discovered through the bus walk, the driver will immediately notify the central office and make arrangements for transporting the child appropriately. If children are left on the bus after the bus walk through has been completed and the driver has left the bus for that trip, the driver shall be subject to discipline up to and including termination.

Date Adopted: 5-12-2014

Last Revised:

8.44—CLASSIFIED PERSONNEL CONTRACT RETURN

An employee shall have thirty (30)[1] 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[2], 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.[3]

Notes: [1] The thirty (30) days here is entirely optional as there is no statutory timeline by when classified employees must return their contracts. We have used thirty (30) days here because it matches the timeline for licensed employees, but you may adjust the timeline to best suit your local needs. If you adjust the timeline in the policy, remember to also adjust the timeline included in the cover memo language set forth in footnote [2].

The following language is offered as suggestive for the cover memo:
Attached please find your contract of employment for the (date/date) school year. 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 8.44, 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.

[3] The paragraph is optional and works well for districts that get their contract renewals out well before school is out; however, for districts that issue contracts late, the paragraph serves as an additional opportunity for employees to get out of their contracts by simply declining to return them signed and thus activate the provisions of the second paragraph of the policy.

Date Adopted: 2-18-2019

Last Revised