

# **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 his/her 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.

It is the policy of the Pocahontas 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*

### **1.2 Board Organization and Vacancies**

#### **Election of Officers**

The Board shall elect a president, vice president, secretary, and legislative liaison at the first regular meeting following the later of: the certification of the results of the annual school election; or if there is a runoff election, at the first regular meeting following the certification of the results of a run-off election. 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. 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.

#### **Vacancies**

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

1. Moves his or her bona fide permanent residence outside the boundaries of the school district;

2. Fails to physically attend three (3) consecutive regular meetings of the school district board of directors;
3. Fails to physically attend six (6) regularly scheduled board meetings of the school board of directors in a calendar year;
4. Fails to receive the mandatory hours of training within the statutory time period;
5. Is convicted of a felony;
6. Is called to active military duty;
7. Has served a full-length term as a holdover and has not subsequently been elected to another term;
8. Resigned from the school board of directors; or
9. 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.

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:

- a. Military service of the board member; or
- b. 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 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. 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.

### **1.3 Duties of The President**

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

1. Presiding at all meetings of the board;
2. Calling special meetings of the board;
3. Working with the superintendent to develop board meeting agendas;
4. Signing all official documents that require the signature of the chief officer of the Board of Education;
5. Appointing all committees of the board and serving as ex-officio member of such committees; and
6. 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)*

### **1.4 Duties of The Vice-President**

The duties of the Vice President of the board shall include the following:

1. Serving as presiding officer at all school board meetings from which the president is absent; and
2. Performing such other duties as may be prescribed by action of the board.

### **1.5 Duties of The Secretary**

The duties of the Secretary of the Board shall include the following:

1. Being responsible to see that a full and accurate record of the proceedings of the board are kept;
2. Serving as presiding officer in the absence of the President and the Vice President;
3. Being responsible for official correspondence of the board;
4. Signing all official documents that require the signature of the Secretary of the Board of Education;
5. Calling special meetings of the board; and
6. Performing such other duties as may be prescribed by the board.

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

### **1.6 Board Member Voting**

All board members, including the President, shall vote on each motion, following a second and discussion of that motion.

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.

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.

*Legal Reference: A.C.A. § 6-13-619 (c) (1)(B) & (C)*

### **1.7 Powers and Duties of the Board**

The Pocahontas Board of Education, operating in accordance with state and federal laws, assumes its responsibilities for the operation of Pocahontas Public Schools. 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 the following:

1. Developing and adopting policies to effect the vision, mission, and direction of the district;
2. Understanding and abiding by the proper role of the Board of Directors through study and by obtaining the necessary training professional development;

3. Electing and employing a superintendent and giving him/her the support needed to be able to effectively implement the board's policies;
4. Conducting formal and informal evaluations of the superintendent annually or no less often than prior to any contract extension;
5. Employing, upon recommendation of the administrative staff and by written contract, the staff necessary for the proper conduct of the schools;
6. 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;
7. Reviewing, adopting, and publishing the District's budget for the ensuing year;
8. Being responsible for providing sufficient facilities, grounds, and property and ensuring they are managed and maintained for the benefit of the district;
9. Monitoring District finances and receiving, reviewing, and approving each annual financial audit;
10. Understanding and overseeing District finances to ensure alignment with the District's academic and facility needs and goals;
11. Visiting schools and classrooms when students are present no less than annually;
12. Setting an annual salary schedule;
13. Being fiscally responsible to the District's patrons and maintaining the millage rate necessary to support the District's budget;
14. Involving the members of the community in the District's decisions to the fullest extent practicable; and
15. Striving to assure that all students are challenged and are given an equitable educational opportunity.

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

### **1.8 Duties of Board Disbursing Officer**

The disbursing officer, 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.

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. For recurring transactions, the Disbursing Officer may provide a one-time, signed authorization.

### **1.9 Governance by Policy**

The Pocahontas School District shall operate within the guidelines of the written policies adopted by the Board of Directors. Those policies shall be within the legal frameworks of the State and Federal Constitutions, and appropriate statutes, regulations, and court decisions.

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 his/her implementation.

### **1.10 Policy Formulation**

The board affirms through its policies and its policy adoption process, its belief that: (1) the schools belong to the people who create them by consent and support them by taxation; (2) the schools are only as strong as an informed citizenry and knowledgeable school staff allow them to be; (3) 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 Pocahontas School District.

#### **General Policies**

Policies which are not personnel policies may be recommended by the Board or any member of the Board; by the Superintendent, Assistant Superintendent, any other administrator or employee of the District; committee appointed by the Board; or by 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.

When reviewing a proposed policy (non-personnel), 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 such 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 done 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 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:

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

### (2) 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:

- (a) Adopt the proposal;
- (b) Reject the proposal; or

(c) Refer the proposal back to the Personnel Policies Committee for further study and revision.

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, rules, or regulations or the Arkansas Department of Education Commissioner's Memos.

Changes made to personnel policies between May 1 and June 30 that are not made to ensure compliance with state or federal laws or 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.<sup>1</sup> The notice of the change must include:

- a. The new or modified policy or policies provided in a form that clearly shows the additions underlined and the deletions stricken;
- b. 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.

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.

Student discipline policies shall be reviewed annually by the District's personnel policy committees and may recommend changes to such policies to the Board of Directors.

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

Legal References: A.C.A. § 6-17-204, 205

### **1.11 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*

### **1.12 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 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:

1. The hours of training each school board member received during the previous calendar year; and
2. 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:

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

*Legal Reference: A.C.A. § 6-13-629*

DESE Rules Governing Required Training for School Board Members

### **1.13 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.

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.\*<sup>1</sup>

Note: <sup>1</sup> 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. § 25-19-105*

### **1.14 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 his/her 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.

### **1.15 Meeting Agenda**

The agenda guides the proceedings of the board meeting. The superintendent shall prepare the agenda with consultation from the board

president. Items may be placed on the agenda upon request by any board member or by members of the community. Community members must submit his/her agenda item requests, in writing to the superintendent, at least 5 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 classification.

The superintendent shall be responsible for board members receiving copies of the Agenda with all accompanying pertinent information at least 3 days prior to the meeting.

The board may, in case of emergency, by majority vote, give visitors who have not presented a written request an opportunity to present problems to the board. The president shall allot a visitor, at the appropriate time, not more than ten minutes unless the time is increased or decreased by a majority vote of the board.

All discussions of personnel shall be discussed and considered by the board in executive session only.

Complaints concerning an employee or student by a patron must be submitted to the superintendent in writing. The patron will not be allowed to address the board concerning the complaint

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

### **1.16 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.]

### **1.17 Nepotism**

#### **Definitions:**

Family or family member means:

1. An individual's spouse;
2. Children of the individual or children of the individual's spouse;
3. The spouse of a child of the individual or the spouse of a child of the individual's spouse;
4. Parents of the individual or parents of the individual's spouse;
5. Brothers and sisters of the individual or brothers and sisters of the individual's spouse;
6. 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
7. 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:

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

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

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. 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 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.

#### **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 .<sup>1</sup>

Notes: <sup>1</sup> The Standards of Accreditation (7.03.3.1) requires a report to the public by November 15, but doesn't specify it 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)

### **1.19—BOARD MEMBER LENGTH OF TERM and HOLDOVERS**

The District has five (5) Board of Directors members. Each member is elected for a term of service of five (5) 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

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.

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

## **1.20 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.<sup>1</sup>

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

1. 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
3. 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:

- a) Attend an executive session or closed hearing; or
- b) 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.<sup>3</sup> A board member attending remotely used to establish a quorum shall not be counted to determine if the board may enter executive session.<sup>4</sup>

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:

Last Revised:

## **1.21—DATE OF ANNUAL SCHOOL BOARD ELECTION**

The annual school board election for the Pocahontas School District shall be held on the:<sup>1</sup>

- 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:<sup>2</sup>

- 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:<sup>3</sup>

- 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.

A copy of this policy will be provided annually to the county clerk at least one hundred (100) days before the date the candidate filing period opens.<sup>4</sup>

Notes:       <sup>1</sup> 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.*

<sup>2</sup> 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.*

<sup>3</sup> 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.*

<sup>4</sup> 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 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.

<sup>5</sup> 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 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:  
Last Revised:

## **1.22—RECORDING OF BOARD MEETINGS**

The District shall record<sup>1</sup> 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: <sup>1</sup> The recordings may be in audio only or video and audio both.

Cross References: 1.13—COMMITTEES  
6.1—COMMUNICATION GOALS  
7.15—RECORD RETENTION AND DESTRUCTION

Legal Reference: A.C.A. § 25-19-106

Date Adopted:  
Last Revised:

# **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 Pocahontas Board of Education for administering the school system according to the mandates of the laws, Arkansas Department of 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:

1. Implementing the policies of the board;
2. Being responsible for the planning and implementation of an educational program in accordance with State and Federal requirements and the needs of the district;
3. Reporting to the board concerning the status of the educational program, personnel, and operations, and making recommendations for improving instruction, activities, services, and facilities;
4. Acting as a liaison between the board and school personnel;
5. Making recommendations to the board concerning personnel employment, discipline, and termination;
6. Communicating the district's vision and mission to staff, students, parents, and the community;
7. Being responsible for the development of short- and long-term goals for the district;
8. Preparing and presenting an annual budget for the district to the board for its consideration;
9. Administering the district's budget and regularly reporting to the board on the financial condition of the district;
10. Attending and participating in all meetings of the board except when his/her employment is being considered;
11. Preparing, in consultation with the board president, the agenda for all board meetings;
12. Being responsible for the planning and implementation of an effective personnel evaluation system that is aligned with the goals of the district;
13. 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;
14. Assignment and placement of all personnel; and

15. Transfer and re-assignment of employees with consultation from building principal on re-assignments.

## **2.2 Superintendent Compensation**

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.

## **2.3 Selection and Appointment Including Renewal of Contract**

The Board of Directors may employ a superintendent for one, two, or three years. Under ordinary circumstances the superintendent's contract shall be for two years.

In the regular board meeting in January of each year the school board shall review the superintendent's contract. They have the following options:

The superintendent's contract may be terminated and the remainder of the contract bought by the district.

The superintendent's contract may be reviewed and no action taken.

The superintendent's contract may be reviewed and extended for another year.

The superintendent's contract may be reviewed and extended for two years.

## **2.4—SUPERINTENDENT ATTENDANCE AT SCHOOL BOARD TRAINING CONFERENCES**

The Pocahontas 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 Pocahontas School District to cover the costs associated with the current

Board Approved 7/15/2019

Gary Cole, President

superintendent or the individual who has a signed superintendent contract with the Pocahontas School District for the upcoming school year to jointly attend school board training conferences with the members of the Board of Directors.

**CERTIFIED  
PERSONNEL**

### **3.1 Licensed Personnel Employment**

All prospective employees must fill out an application form provided by the district, in addition to any resume provided, all of which information 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.<sup>1</sup>

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

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

All employees or new employees shall be nominated to the Board of Directors by the superintendent for employment. Should a person nominated by the superintendent of schools be rejected by the Board of Directors, it shall be the duty of the superintendent to make another nomination.

The Pocahontas School District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, or disability.

Inquiries on non-discrimination may be directed to the Superintendent of Schools, who may be reached at 870-892-4573.

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<sup>5</sup>, the District provides a veteran preference to applicants who qualify for one of the following categories:

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

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

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

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

1. Indicate on the employment application the category the applicant qualifies for;
2. Attach the following documentation, as applicable, to the employment application:
  - 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.

### **3.2 Salary Schedule**

State law requires each District to include its teacher salary schedule, including stipends and other material benefits, in its written personnel policies unless the District recognizes a teachers' union in its policies for, among other things, the negotiation of salaries. 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.

- Appendix A Licensed Salary Schedule
- Appendix B Coaching Pay Scale
- Appendix C Food Service Pay Scale
- Appendix D Instructional Aides Salary Schedule
- Appendix D Secretarial Salary Schedule
- Appendix D Custodial Salary Schedule
- Appendix D LPN Salary Schedule
- Appendix E Athletic Gate Salary Schedule
- Appendix F Class/Organization Salary Schedule

In order to receive pay for an advanced degree, an employee must complete course work and file certification in the superintendent's office prior to September 1 of the school year. When a teacher is employed at mid-term, certification should be filed prior to the beginning of the second term of school.

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

### **3.3 Assignment of Extra Duties for Certified Personnel**

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

### **3.4 Assignment of Teacher Aides**

The assignment of teacher aides shall be made by the principal or his/her designee with the approval of the superintendent. Changes in 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.

### **3.5 CERTIFIED PERSONNEL PLANNING TIME**

A master schedule shall be created by the building level principal indicating when each teacher's planning period and scheduled lunch period will be. 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. This allows each teacher to schedule time for conferences, instructional planning, and preparation. For the purposes of this policy, the student instructional day means the time that students are required to be present at school. Teachers should check out through the office in the event they must leave campus during their planning time.

### **3.6 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.<sup>1</sup>

"Novice Category" is a building level or district level leader who has not completed three consecutive years of experience in one district as a building level or district level administrator.

"Probationary" is a building level or district level leader who has transitioned within the District from one building level or district level administrator position to another or who is hired by the District and has completed his/her novice category period at another district. The probationary period is one-year.<sup>2</sup>

"Probationary teacher" has the same definition as A.C.A. § 6-17-1502.3

"Teacher" has the same definition as A.C.A. § 6-17-2803(19).

## **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. Novice teachers will receive a summative evaluation in the year following the completion of their novice period and will be added to the four (4) year summative evaluation rotation for following years. A teacher who transfers into the District from another Local Educational Agency (LEA) shall be added to the four (4) year summative evaluation rotation based on when the teacher's most recent summative evaluation was conducted.<sup>3</sup>

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

Following a summative evaluation, the teacher shall receive an overall performance rating that is derived from:<sup>34</sup>

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

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 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. Beginning administrators shall have a summative evaluation in the year following the completion of their beginning administrator period and will be added to the four (4) year summative evaluation rotation for following years. A building level or district level leader who transfers into the District from another LEA shall be added to the four (4) year summative evaluation rotation based on when the building level or district level leader's most recent summative evaluation was conducted.<sup>3</sup>

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

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

The Superintendent, or designee shall use the evaluation framework and rubric that is appropriate to the role and responsibilities of the building level or district level leader when conducting the building level or district level leader's summative

evaluation. The Building level or district level leader's summative evaluation shall result in a written overall performance rating that is based on multiple sources of evidence of the building level or district level leader's professional practice, which may include:

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

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

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

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

### **3.7 Evaluation of Relatives**

No person shall be evaluated by any relative, by blood or marriage, including spouse, parent, child, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, or first cousin.

### **3.8 Certified Personnel Dismissal and Non-Renewal**

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

A copy of the statutes is 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.

### **3.9 Reduction in Force**

The school board acknowledges its authority to conduct a reduction in force when a decrease in enrollment, program change, shortage of revenues, or other circumstances outside the control of the district make such reductions necessary.

Reduction in force shall be accomplished through a process that will assure the continuation of academic educational programs and state mandated regulations. Academic programs and state mandated regulations shall receive the highest priority in these considerations.

#### Procedures

Prior to the implementation of a reduction in force, an evaluation of all instructional, support, and non-certified services shall be conducted in order to minimize the potential impact upon the district's basic educational program(s) and state regulations. The personnel policy committee may be appointed to give direction and recommendations to the superintendent.

If possible, reduction in force shall be accomplished through normal attrition. When that possibility is exhausted and further reductions are necessary, seniority of staff shall be the determining factor. If over-staffing occurs in a program or area due to lack of student interest or a program change, reduction in force shall be completed based on seniority within the affected program. The person with least seniority will have the option of moving to another area in which he or she is certified or endorsed, based on seniority in the district.

Seniority as used in this policy is defined as the length of continuous full or part-time teaching or professional services within the district, not including the periods of leave of absence as granted by the Board of Education.

Seniority is lost when employment is severed by resignation, retirement, or discharge for cause. However, seniority is retained if severance is due to layoff. Personnel so affected shall retain all seniority rights accumulated as of the effective date of layoff.

In the event more than one person has equal years of experience in the district, seniority shall be determined by the following sequence.

Computation of total years of teaching or professional experience to determine seniority.

If equality still exists, then the highest graduate degree attained will be used to determine seniority.

If equality still exists, the most graduate hours accumulated in the teaching field will determine seniority.

If more than one person has equality after the above factors are considered, the administration will recommend the person(s) best suited for the position(s).

### General Provisions

The displaced employee shall retain position on the salary schedule according to experience and education and shall retain all accrued benefits as of the effective date of layoff.

Personnel who have been laid off and who are qualified and meet state requirements to fill an existing vacancy shall be offered re-employment in the first available position at his previous level of employment, being recalled in order of seniority. No new personnel shall be employed by the school district unless all laid-off personnel are unqualified to fill the position, or those qualified have refused the position in question.

The superintendent shall give notice by certified mail of the pending layoff to the least senior person in the designated position(s).

Notice of recall shall be sent by certified mail to the last address furnished to the school district. Notification of a change in address is the responsibility of the employee.

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.

### **Annexation and/or Consolidation**

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

consolidated school district shall be determined solely by the superintendent and school board of the Pocahontas District.

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

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

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

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

### **3.10 Contract- Return**

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

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

A retiring teacher should file his application for retirement benefits prior to the Arkansas Teacher Retirement System filing deadline during the year he plans to retire.

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

### **3.11 Licensed Personnel Vacations**

All 240 day contracted employees accumulate 10 days of vacation during each fiscal year. This is based on the assumption that a full contract year will be worked. All vacation time must be approved, in advance to the extent practicable, by the superintendent or designee.

Vacation days must be used no later than the following contract year or may be converted to sick leave at the end of the following fiscal year, if not used. Under no conditions can vacation days be accumulated or rolled forward as vacation days past the following fiscal year of which the days were accumulated. Earned but unused vacation (not to exceed 10 days) will be paid upon resignation, retirement, termination, or nonrenewal at the employee's current daily rate of pay prorated according to the percentage of contracted days completed.

Any 240-day contracted employee desiring to attend summer school must submit a written request to the superintendent prior to the regular April board meeting. This also applies to any employee who desires to be in school during the summer if the schooling runs into any of his contracted work time. 240 day contracted employees granted a leave to attend summer school are not entitled to a vacation.

### **3.12 LICENSED PERSONNEL EMPLOYEE TRAINING**

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

- Is required by statute or the Division of Elementary and Secondary Education (DESE); or
- Meets the following criteria:
  - Improves the knowledge, skills, and effectiveness of teachers;

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

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

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

Each licensed employee shall receive a minimum of thirty-six (36) hours of PD annually to be fulfilled between July 1 and June 30 the District may require a licensed employee to receive more PD than the minimum when necessary to complete the licensed employee's PDP. All licensed employees are required to obtain thirty-six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.<sup>2</sup>

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 DESE. 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 school improvement plan.

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 Individual Improvement Plan, Professional Growth Plan, or the school's ACSIP. The District shall determine on an annual basis how many, if any, flex hours of PD it will allow to be substituted for District scheduled PD offerings. The determination may be made at an individual building, a grade, or by subject basis. The District administration and the building principal have the authority to require attendance at specific PD activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex PD hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the licensed employee's required hours shall equal one contract day. Hours of PD earned by an employee that are not at the request of the District and are in excess of the employee's required hours, or not pre-approved by the building principal, shall not be credited toward fulfilling the required number of contract days for that employee.<sup>3</sup> Hours earned that count toward the licensed employee's required hours also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for PD hours earned at the request of the District that necessitate the employee work more than the number of days required by their contract.<sup>4</sup>

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 or school's PD plan 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 (2) hours of PD designed to enhance their understanding of effective parental involvement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parental participation.

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

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

Beginning with the 2018-2019 school year, the District shall provide professional development 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 twelve (K-12) for one (1) of the prescribed pathways to obtaining an awareness credential in knowledge and practices in scientific reading instruction.

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

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

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 and communicable diseases. 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:

- a. Bullying prevention;
- b. Recognition of the relationship between incidents of bullying and the risk of suicide; and
- c. The licensed employee's duties under the District's anti-bullying policies.

For each administrator, the thirty-six (36) hour PD requirement shall include training in data disaggregation, instructional leadership, and fiscal management. This training may include the Initial, Tier 1, and Tier 2 training required for Superintendents and other designees by 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.<sup>5</sup>

Teachers' PD shall meet the requirements prescribed under the Teacher Evaluation and Support System (TESS).<sup>6</sup>

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 .<sup>7</sup>

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. The hours may be earned through online PD approved by the DESE provided the PD relates to the district's ACSIP and the teacher's professional growth plan. 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 undergraduate 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.<sup>8</sup>

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 DESE;
- Internships;
- State, /district /school programs;
- Approved college/university course work;
- Action research; and
- Individually guided (to be noted in the employee's PDP).

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, school, and licensed employee's PDP, include:

- School Fire Marshall program (A.C.A. § 6-10-110);
- Tornado safety drills (A.C.A. § 6-10-121);
- Literacy assessments and/or mathematics assessments (A.C.A. § 6-15-420);
- Test security and confidentiality (A.C.A. § 6-15-438);

- Emergency plans for terrorist attacks and the Panic Button Alert System (A.C.A. § 6-15-1302);
- Teacher Excellence and Support System (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

### **3.13 Sick Leave**

#### Definitions

1. "Employee" is a full-time employee of the district.
2. "Sick Leave" is absence from work due to illness, whether by the employee or a member of the immediate family (spouse, children, parents on both sides, sister and brothers on both sides, sister-in-law, brother-in-law, grandparents on both sides and grandchildren) or due to a death in the family.
3. "Current Sick Leave" means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month or major part thereof.
4. "Accumulated Sick Leave" is the total of unused sick leave, up to a maximum of one hundred twenty (120) 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.

#### Bereavement Leave

In the event of death in the immediate family (grandparents, step-grandparents, parents, step-parents, foster parents, spouse, children, stepchildren, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchildren, and step-grandchildren) an employee may use up to three days without loss of pay, or loss of sick days at the time of/and for the purpose of attending the funeral. If more days are needed, each individual must request that additional days be sick leave, personal leave, leave without pay or a combination of these.

#### Sick Leave

The superintendent 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 superintendent.

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, LICENSED PERSONNEL FAMILY MEDICAL LEAVE, which may also apply. Except for bonding time, documentation shall be provided by the employee upon request.

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

If the superintendent has reason to believe that there has been a misuse of sick leave, the district may require a written statement of the employee's physician. Failure to provide such documentation of illness may result in sick leave not being paid.

Should an employee be absent frequently during a school year, and if such a pattern of absences continues, or is reasonably expected to continue, the superintendent may relieve the employee of his assignment (with board approval) and assign the employee substitute duty at the contract's daily rate of pay. The employee will report for substitute duty when able. When not able, the employee will be charged a day of sick leave if leave is available. When able to report to work, the employee will be reinstated to his former position.

Sick leave days shall be credited to the sick leave account of each employee on a one sick day per contracted month, or major portion thereof. A month of work is considered twenty (20) days.

Such leave shall be in force beginning with the first day of the first school term for which each teacher is employed.

An employee who has been out of work will fill out an absentee form (Appendix K) that can be secured from the principal's office or supervisor. The form will include the date of the absence, the reason for the absence and the employee's signature. Failure to secure and fill out the absentee form within five (5) working days may result in the employee being docked a day's rate of pay unless an extension is granted by the superintendent. Falsifying an absentee form may result in the dismissal of the employee.

The superintendent is authorized to allow an employee to charge more than one day of personal business per year to sick leave in extenuating circumstances. The superintendent shall consider each request individually and handle it on its own merits.

An employee may use accrued sick leave for personal reasons according to the following schedule:

<u>Minimum Accrued Sick Days</u>	<u>Personal Days Per Year</u>
1--9	1
10	2

25	3
40	4
55	5

The term "accrued" is to be defined as follows: Those sick days that are carried over from the previous year. Employees shall be provided with a record of unused sick leave at the beginning of each school year.

Written advanced approval is required by the superintendent's office for the following personal days:

1. Those taken during staff development;
2. Days immediately preceding and immediately following holidays (i.e. a day on which one does not go to work, with the exception of regular two-day weekends of Saturday and Sunday); and
3. When two or more consecutive personal days are taken at one time. Personal leave days used in lieu of sick leave will be deducted from the employee's sick leave total.

An employee may use any amount up to his total number of accumulated days of sick leave without fear of dismissal or change of status.

#### Catastrophic Illness

A certified staff member who has a catastrophic illness, as attested to by two medical doctors, may be given up to 30 days sick leave with pay after the depletion of any accumulated sick leave. The decision for the extension will be made by the superintendent upon approval by the board. Benefits will be paid from the salary fund.

Examples of catastrophic illness are, but not limited to the following:

- A. Terminal or degenerative type condition
  1. Cancer
  2. Heart Attack
  3. Stroke
- B. Disabling or crippling accident
  1. Inability to walk
  2. Loss of motor skills as to render immobile
- C. Degenerative disease
  1. Multiple Sclerosis
  2. 2. Cerebral Palsy
  3. 3. Muscular Dystrophy

An employee may apply for catastrophic illness when it becomes evident that his/her medical illness has progressed to the point that catastrophic leave is necessary. The catastrophic leave can only be granted one time in any one school year.

#### Payment for Unused Sick Leave upon Retirement

Employees who retire from the Pocahontas School District with 14 years of service in the district and who will be eligible to receive retirement benefits from the Arkansas Teacher Retirement System, with no reductions, will be

paid for unused sick leave up to 90 days. The rate of pay will be based on the certified substitute pay scale.

Employees who qualify to have his/her unused sick leave purchased and also choose to become a first year participant in the ATRS T-Drop program may pick one of the following options:

1. Within 30 days of the commencement of participation in the Teacher Deferred Retirement Option Plan (T-Drop), an employee may elect to be paid for any portion (up to 90 days) of his/her accumulated sick leave, that exceeds 30 days, prior to retirement date so the payment will count toward the highest three-year average salary for his/her final annuity calculation. However, pursuant to Act 638 of 1995, the current year's salary used in computation of retirement benefits shall not exceed one hundred ten percent (110%) of the previous year's salary. The rate of pay will be based on the certified substitute pay scale. The amount of payment will be calculated for T-Drop purposes only as an addition to the current salary and will not be a part of this contract. Employees who choose to be paid for unused sick leave under this option will retain the accrual power of the days sold in the calculation of personal days per year.

In addition, employees choosing this option may retain any unused sick days that are not purchased by the district. Upon retirement, the employee may sell any unused sick days (up to 90 days less those sold when initially choosing option "A"). Payment will be based on the certified substitute pay scale.

2. The employee may choose to wait until they retire at the completion of the T-Drop program.

### Substitute Teachers

Substitute teachers will be secured through the district's approved process.

In no case may an employee employ his/her own substitute.

The regular teacher will see that a copy of the lesson plans and other aids are available for the principal to furnish the substitute teacher.

The rate of pay for substitute teachers is as follows:

\$67.06 per day for a non-degree substitute on a day to day basis.

\$70.00 per day for a degree substitute on a day to day basis.

\$75.00 per day for a degree substitute teaching in his/her certified field on a day to day basis. Certification to be determined by teaching certificate.

\$80.00 per day for each day a degree substitute who consecutively replaces a teacher for a prolonged time. Certification to be determined by teaching certificate.

\$67.06 per day for substitutes for aides and secretaries.

Substitute food service workers and substitute custodians will be paid minimum wage.

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

*A.C.A. § 6-17-1301 et seq.*

### **3.14 Volunteer Sick Leave Bank**

The "Volunteer Sick Leave Bank" is intended to cover situations which involve immediate family members, as opposed to "Catastrophic Leave", which covers district employees themselves. For the purpose of this policy, immediate family member is defined as the employee's spouse, child, parent, or any other relative living in the same household as the employee for whom the employee is a primary caregiver.

Participation in the bank is voluntary on an annual basis and only those employees who contribute to the sick leave bank shall be eligible to withdraw from the sick bank. For an employee to participate, a one-time, one (1) day contribution will be placed in the bank each fiscal year. Notification of participation must occur by September 30 of each year. Participants must submit a signed agreement, provided by the district's designated staff member, authorizing the contributed day. Once this authorization is submitted, participation shall be continuous unless the district's designated staff member receives a written request from the participant, by September 1 of the year in which they no longer wish to participate, requesting withdrawal from the sick leave bank. Days contributed to the bank prior to withdrawal will not be returned to the participant.

If at the end of any fiscal year, the total number of days in the bank exceeds 250 days, those members participating in the Sick Leave Bank will be granted one (1) free year of coverage. In the event that the number of days in the bank are depleted in any given year, participating members may be assessed one additional sick day.

A participating member who has a family member, as defined above, have a catastrophic illness, as attested to by two (2) medical doctors, may apply for Sick Leave Bank days in writing to the superintendent. A member may request up to 30 days for each catastrophic occurrence during a fiscal year.

Examples of catastrophic illness are, but not limited to the following:

- A. Terminal or degenerative illness, but not limited to the following:
  - 1. Cancer
  - 2. Heart Attack
  - 3. Stroke
  
- B. Disabling or crippling accident
  - 1. Inability to walk
  - 2. Loss of motor skills as to render immobile

- C. Degenerative disease
  - 1. Multiple Sclerosis
  - 2. Cerebral Palsy
  - 3. Muscular Dystrophy

An employee is not deemed eligible to make application to receive donated days until he/she has used all previously accumulated leave (i.e. sick, free, personal and/or vacation days).

In addition, an employee may also request days if they have been granted Catastrophic leave and have depleted those days. A participating staff member requesting days from the sick leave bank, after the depletion of Catastrophic leave, may be given up to thirty (30) days in one (1) calendar school year.

This policy is not to supplement the Family Medical Leave Act (FMLA) but will be in lieu of it. If less than thirty (30) days or six (6) weeks is used under this donated policy, the balance can certainly be requested under the FMLA at the employee's discretion.

A licensed employee suffering a Workman's Compensation injury is ineligible to receive donated days under this policy.

### **3.15 Professional Leave**

"Professional Leave" is paid leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which improve the instructional program or the employee's ability to perform his/her duties. Any employee seeking professional leave must make a written request to his/her immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor's decision is subject to review and overruling by the superintendent.

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.

During such approved leave, the employee's pay shall not be deducted. If a substitute is needed during such approved leave, the district shall pay the full cost of the substitute.

Budgeting concerns may always be taken into consideration in reviewing a request for professional leave.

### **3.16 Public Office**

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

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

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

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

*Legal Reference: A.C.A. § 6-17-115*

### **3.17 Jury Duty**

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

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

*Legal Reference: A.C.A. § 16-31-106*

### **3.18 Certified Personnel Leave – Injury From Assault**

Any teacher who, while in the course of their employment, is injured by an assault or other violent act; while intervening in a student fight; while restraining a student; or while protecting a student from harm, shall be

granted a leave of absence for up to one (1) year from the date of the injury, with full pay.

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

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

*Legal Reference: A.C.A. § 6-17-1209*

### **3.19 Insult or Abuse Of Teacher**

Employees are protected from abusive language and conduct by state law. The district and/or employee may report to the police any language which is calculated to do the following:

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

Each school district shall report to the Arkansas Department of Education any prosecution within the school district under this section.

*Legal Reference: A.C.A. § 6-17-106*

### **3.20 Outside Employment**

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

The superintendent, or his/her 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*

### **3.21 Tobacco Use**

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

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

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

### **3.22 Dress Of Employees**

Employees shall ensure that his/her dress and appearance are professional and appropriate to his/her positions.

### **3.23 Political Activity**

Employees are free to engage in political activities outside of work hours and to the extent that it does not affect the performance of his/her duties.

### **3.24 Certified 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 related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this school district. Other matters for which the means of resolution are provided or foreclosed by statute shall not be considered grievances. 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)

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

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

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

**Working day:** Any weekday other than a holiday whether or not the employee under the provisions of their contract is scheduled to work or whether they are currently under contract.

### **Process**

**Level One:** An employee who believes that he/she has a grievance shall inform that employee's immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within ten 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 ten-day requirement does not apply to grievances concerning back pay.) If the grievance is not advanced to Level Two within ten 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 Certified Personnel Level Two Grievance Form (Appendix L) within ten 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 (Appendix L) to his/her immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom half of the Certified Personnel Level Two Grievance Form (Appendix L), which he/she will submit to the superintendent.

**Level Two:** Upon receipt of a Certified Personnel Level Two Grievance Form (Appendix L), 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 ten 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 ten 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 Certified Personnel Level Two Grievance Form (Appendix L) 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 refile their grievance as an individual grievance beginning with Level One of the process.) 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 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.

Legal Reference: ACA § 6-17-208

## **3.25—LICENSED PERSONNEL SEXUAL HARASSMENT**

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

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

"Sexual harassment" means conduct that is:

1. Of a sexual nature, including, but not limited to:
  - a. Sexual advances;
  - b. Requests for sexual favors;
  - c. Sexual violence; or
  - d. Other personally offensive verbal, visual, or physical conduct of a sexual nature;
2. Unwelcome; and

3. denies or limits a student's or employee's ability to participate in or benefit from any of the District's educational programs or activities or employment environment through any or all of the following methods:
  - a. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
  - b. Submission to, or rejection of, such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; and/or
  - c. Such conduct has the purpose or effect of substantially interfering with an individual's academic or work performance or creates an intimidating, hostile, or offensive academic environment.

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

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

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

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

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

Complaints will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to: individuals who are responsible for handling the District's investigation to the extent necessary to complete a thorough investigation; the extent necessary to submit a report to the child maltreatment hotline; the Professional Licensure Standards Board for complaints alleging sexual harassment by an employee towards a student; or the extent necessary to provide the individual accused in the complaint due process during the investigation and disciplinary processes. Individuals who file a complaint have the right to request that the individual accused of sexual harassment not be informed of the name of the accuser; however, individuals should be aware that making such a request may substantially limit the District's ability to investigate the complaint and may make it impossible for the District to discipline the accused.<sup>3</sup>

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

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

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

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

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

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment. Following an investigation, any employee who is found by the evidence to more likely

than not have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination.

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

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

*Legal References: Title IX of the Education Amendments of 1972, 20 USC 1681, et seq.*

*Title VII of the Civil Rights Act of 1964, 42 USC 2000-e, et seq.*

*A.C.A 6-15-1005 (b) (1)*

### **3.26 Supervision Of Students**

All district personnel are expected to conscientiously execute his/her responsibilities to promote the health, safety, and welfare of the district's students under his/her care. The superintendent shall direct all principals to establish regulations ensuring faculty supervision of students throughout the school day and at extracurricular activities. Employees supervising students should not leave students unattended.

### **3.27 Licensed Personnel Responsibilities Governing Bullying**

#### Definitions

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

"Bullying" means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that may address an attribute of the other student, public school employee, or person with whom the other student or public school employee is associated and that causes or creates actual or reasonably foreseeable:

- Physical harm to a public school employee or student or damage to the public school employee's or student's property;
- Substantial interference with a student's education or with a public school employee's role in education;

- A hostile educational environment for one (1) or more students or public school employees due to the severity, persistence, or pervasiveness of the act; or
- Substantial disruption of the orderly operation of the school or educational environment;

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

1. Cyberbullying;
2. Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,
3. Pointed questions intended to embarrass or humiliate,
4. Mocking, taunting or belittling,
5. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
6. Demeaning humor relating to a student's actual or perceived attributes,
7. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
8. Blocking access to school property or facilities,
9. Deliberate physical contact or injury to person or property,
10. Stealing or hiding books or belongings,
11. Threats of harm to student(s), possessions, or others,
12. Sexual harassment, as governed by policy 3.26, is also a form of bullying, and/or
13. Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether the student self-identifies as homosexual or transgender (Examples: "Slut", "You are so gay.", "Fag", "Queer").

"Cyberbullying" means any form of communication by electronic act that is sent with the purpose to:

- Harass, intimidate, humiliate, ridicule, defame, or threaten a student, school employee, or person with whom the other student or school employee is associated; or
- Incite violence towards a student, school employee, or person with whom the other student or school employee is associated.

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

- a. Building a fake profile or website of the employee;
- b. Posting or encouraging others to post on the Internet private, personal, or sexual information pertaining to a school employee;
- c. Posting an original or edited image of the school employee on the Internet;

- d. Accessing, altering, or erasing any computer network, computer data program, or computer software, including breaking into a password-protected account or stealing or otherwise accessing passwords of a school employee;
- e. Making repeated, continuing, or sustained electronic communications, including electronic mail or transmission, to a school employee;
- f. Making, or causing to be made, and disseminating an unauthorized copy of data pertaining to a school employee in any form, including without limitation the printed or electronic form of computer data, computer programs, or computer software residing in, communicated by, or produced by a computer or computer network;
- g. Signing up a school employee for a pornographic Internet site; or
- h. Without authorization of the school employee, signing up a school employee for electronic mailing lists or to receive junk electronic messages and instant messages.

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

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

“Substantial disruption” means without limitation that any one or more of the following occur as a result of the bullying:

- Necessary cessation of instruction or educational activities;
- Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;
- Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or
- Exhibition of other behaviors by students or educational staff that substantially interfere with the learning environment.

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

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

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

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

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

- statements from all material witnesses to the alleged incident of bullying;
- b. Any action taken as a result of the investigation; and
6. Discuss, as appropriate, the availability of counseling and other intervention services with students involved in the incident of bullying.

District employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a District employee towards a student that would constitute bullying if the act had been performed by a student shall result in disciplinary action, up to and including termination. This policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor.<sup>1</sup> 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.

<sup>1</sup> 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:

Last Revised:

### **3.28 Computer Use Policy**

The Pocahontas 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 his/her 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.

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 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.

### **Employee Internet Use Agreement** (See Appendix M)

*Legal References: A.C.A. § 6-21-107  
A.C.A. § 6-21-111*

### **3.29 School Calendar**

The Superintendent in conjunction with a district calendar committee, consisting of at least one-(1) representative from each building, will develop a minimum of three-(3) school calendar proposals to be presented to staff for a majority vote. The proposal which receives the majority vote will be presented to the Personnel Policies Committee (PPC) for further review. 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 a proposed calendar.

### **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<sup>1</sup>. 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<sup>2</sup>, notice of, and the reasons for retention shall be communicated promptly in a personal conference.

### **3.31 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 Family Medical Leave Act provides up to twelve (12) work weeks (or in some cases twenty-six (26) weeks) of job-protected leave to eligible employees with absences that qualify under the FMLA. While an employee can request FMLA leave and has a duty to inform the District as provided in this policy of foreseeable absences that may qualify for FMLA leave, it is the District's ultimate responsibility to identify qualifying absences as FMLA or non-FMLA. FMLA leave is unpaid, except to the extent that paid leave applies to any given absence as governed by the FMLA and this policy.

#### **SECTION ONE –FMLA LEAVE GENERALLY**

##### Definitions:

Eligible Employee: is an employee who has:

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

FMLA: is the Family and Medical Leave Act

Health Care Provider means:

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

Instructional Employee: is a teacher 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, nor does it include administrators, counselors, librarians, psychologists, or curriculum specialists who are included under the broader definition of "eligible employee" (to the extent the employee has been employed for 12 months).

Intermittent leave: is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee's usual number of 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 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

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

## **Policy**

The provisions of this policy are intended to be in line with the provisions of the FMLA. If any conflict(s) exist, the Family 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 Family Medical Leave Act of 1993 (FMLA), as amended, to its eligible employees for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and

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

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

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

### **Provisions Applicable to both Sections One and Two**

#### **District Notice to Employees**

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

#### **Designation Notice to Employee**

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

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

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

### **Concurrent Leave Under the FMLA**

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

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

### **Health Insurance Coverage**

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

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

An employee who chooses to not continue group health plan coverage while on FMLA leave, is entitled to be reinstated on the same terms as prior to

taking the leave, including family or dependent coverages, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.

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

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

The employee fails to return to work due to the continuation, reoccurrence, or onset of a serious health condition that entitles the employee to leave under reasons 3 or 4 listed above; and/or

Other circumstances exist beyond the employee's control.

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

### **Reporting Requirements During Leave**

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

### **Return to Previous Position**

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

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

## **Provisions Applicable to Section One**

### **Employee Notice to District**

#### **Foreseeable Leave:**

When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the District with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may delay the FMLA coverage of such leave until 30 days after the date the employee provides notice.

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

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

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

#### **Unforeseeable Leave:**

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

Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, 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;

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

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

No second or third opinion on recertification may be required.

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

#### Substitution of Paid Leave

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave. <sup>1011</sup>

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

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers' compensation benefits and FMLA leave run concurrently, the employee will not be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers' compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

#### Return to Work

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

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

#### Failure to Return to Work:

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

#### Intermittent or Reduced Schedule Leave

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

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

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

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

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

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

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

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

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 20 percent 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 5 weeks prior to end of the semester

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

(A) the leave is of at least 3 weeks duration; and

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

Leave less than 5 weeks prior to end of the semester

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

(A) the leave is of greater than 2 weeks duration; and

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

Leave less than 3 weeks prior to end of the semester

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

## SECTION TWO

### FMLA LEAVE CONNECTED TO MILITARY SERVICE

#### Leave Eligibility

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

#### QUALIFYING EXIGENCY

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

#### Definitions:

##### Covered active duty means

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

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

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

#### Certification

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

#### Employee Notice to District

##### Foreseeable Leave:

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

##### Unforeseeable Leave:

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, 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 any qualifying exigency, the District requires employees to substitute accrued vacation, or personal leave for the period of FMLA leave.

#### Intermittent or Reduced Schedule Leave

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

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

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

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

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

#### SERIOUS ILLNESS

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

#### Definitions:

##### Covered Service Member is

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

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

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

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

Serious Injury or Illness:

(A) in the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating and

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

Son or daughter of a covered service member means a covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age. <sup>2</sup>

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

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

eligible employee who cares for such a covered service member for 16 weeks during a 12-month period could only take a total of 10 weeks for reasons 1 through 4 in Section One and for any qualifying exigency. An eligible employee may not take more than 12 weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency regardless of how little leave the eligible employee may take to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury.

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

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

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

#### Medical Certification

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

#### Employee Notice to District

Foreseeable Leave:

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

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

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

#### Unforeseeable Leave:

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

#### Substitution of Paid Leave

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

#### Intermittent or Reduced Schedule Leave

To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury shall provide the

District with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave.

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

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, a teacher an employee may be assigned to another position that is not necessarily the same as the teacher's 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 20 percent of the total number of working days in the period during which the leave would extend, the District may require the employee to choose either

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

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

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 20 percent 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 the semester

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

Leave more than 5 weeks prior to end of the semester

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

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

Leave less than 5 weeks prior to end of the semester

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury during the period that commences 5 weeks prior to the end

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

(A) the leave is of greater than 2 weeks duration; and

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

Leave less than 3 weeks prior to end of the semester

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

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 #14 AND by the employee's receipt of this policy in the employee handbook.

### **3.32 Drug-Free Workplace Policy – Employee Guidelines**

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

both while at work or in the performance of official duties while off district property; violations of this policy will subject the employee to discipline, up to and including termination.

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

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

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

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

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

Should an employee desire to provide the District with the results of a blood, breath or urine analysis, such results will be taken into account by the District only if the sample is provided within a time range that could provide meaningful results and only by a testing agency chosen or approved by the

District. The District shall not request that the employee be tested, and the expense for such voluntary testing shall be borne by the employee.

Any 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 3.42—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.<sup>2</sup>

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.

Legal References: 41 U.S.C. § 8101, 8103, and 8104

A.C.A. § 11-9-102

A.C.A. § 17-80-117

Date Adopted:

Last Revised:

### **3.33 Cell Phone Use**

Cell phone use should not interfere with the employee's duties. Cell phones may be used for instructional purposes. Cell phone use in school vehicles should follow state law. During crisis situations, cell phones will be used in accordance with district emergency response planning.

### **3.34 Schedule of Activities**

All activities, practices, etc., involving school pupils and school buildings shall be scheduled only after consultation with the principal. All such activities shall be supervised by the teachers. This covers field trips, band, athletics, and any class or grade activities of the school.

### **3.35 Certified Personnel Reimbursement of Travel Expenses**

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

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

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

Cross Reference: Policy #7.11

### **3.36 Drives, Solicitation, Petitions in the Schools**

No solicitation of funds, circulation of petitions, or solicitation by salesmen or any other person may be put on in the schools without permission of the superintendent.

### **3.37 Purchase Order System for Supplies and Service**

Any order shall require a Purchase Order signed by the superintendent or his designated representative for purchases to be paid from district or federal funds.

The supervisor of transportation is authorized to sign tickets for parts for the buses, fuel and oil, tires, batteries, and other materials used in his department. No Purchase Order is required on these items.

Any teacher or school employee who purchases any item without a Purchase Order signed by the superintendent or his authorized representative is responsible for payment of the bill.

### **3.38 Employees Asked to Acquire Additional Training**

In cases where an employee is requested by the administration to acquire additional credit hours or training, the school district will pay the tuition, books, and fees for the additional course work. A school vehicle will be used when available.

### **3.39—Depositing collected funds**

From time to time, staff members may collect funds in the course of their employment. Staff shall deposit daily to the principal's office all activity funds collected in his/her classrooms. No cash or checks are to be left in any classroom overnight. 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.

### **3.40 LICENSED PERSONNEL WEAPONS ON CAMPUS**

Firearms:

Except as permitted by this policy, no employee of this school district, including those who may possess a "concealed carry permit," shall possess a firearm on any District school campus or in or upon any school bus or at a District designated bus stop.

Employees who meet one or more of the following conditions are permitted to bring a firearm onto school property:

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- The firearms are securely stored and located in an employee's on-campus personal residence and/or immediately adjacent parking area;
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties.;
- He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

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

#### Other Weapons:

An employee may possess a pocket knife which for the purpose of this policy is defined as a knife that can be folded into a case and has a blade or blades of less than three (3) inches or less each. An employee may carry, for the purpose of self-defense, a small container of tear gas<sup>4</sup> or mace which for the purpose of this policy is defined as having a capacity of 150cc or less. Employees are expected to safeguard such items in such a way as to ensure they are not possessed by students. Such items are not to be used against students, parents or other school district employees. Possession of weapons, knives or self-defense items that do not comply with the limits contained herein, the failure of an employee to safeguard such items, or the use of such items against students, parents or other school district employees may result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

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.<sup>5</sup>

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:  
Last Revised:

### **3.41 OBTAINING and RELEASING RELEASE 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, the employee shall be subject to discipline up to and including termination.

#### **Releasing Eligibility Information**

As part of the district's participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data's confidentiality is very important and is governed by federal law. The district has made the determination to release student

eligibility status or information as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

Some data may be released to government agencies or programs authorized by law to receive such data without parental consent, while other data may only be released after obtaining parental consent. In both instances, allowable information shall only be released on a need to know basis to individuals authorized to receive the data. The recipients shall sign an agreement with the district specifying the names or titles of the persons who may have access to the eligibility information. The agreement shall further specify the specific purpose(s) for which the data will be used and how the recipient(s) shall protect the data from further, unauthorized disclosures.

The superintendent shall designate the staff member(s) responsible for making eligibility determinations. Release of eligibility information to other district staff shall be limited to as few individuals as possible who shall have a specific need to know such information to perform their job responsibilities. Principals, counselors, teachers, and administrators shall not have routine access to eligibility information or status.

Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.

#### Legal References:

- Commissioner's Memos IA-05-018, FIN 09-041, and IA 99-011, and FIN-13-018
- DESE Eligibility Manual for School Meals Revised July 2008 2012
- 7 CFR 210.1 – 210.31
- 7 CFR 220.1 – 220.22
- 7 CFR 245.5, 245.6, 245.8
- 42 USC 1758(b)(6)

### **3.42 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

Julie Utnage. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

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

A Workers' Compensation absence may run concurrently with FMLA leave (policy 3.31) 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.

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

- Will be charged for a day's sick leave for the all days missed until such time as the WC claim has been approved or denied;
- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is

not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

Legal References:

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

### **3.43 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 DESE 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.<sup>1</sup>

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

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

1. Place the student into another appropriate classroom;
2. Place the student into in-school suspension;
3. Place the student into the District's alternative learning environment;
4. Return the student to the class; or

5. Take other appropriate action consistent with the District's student discipline policies and state and federal law.

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

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

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

Legal References:

- A.C.A. § 6-18-511
- Arkansas Department of Education Guidelines for the Development, Review and Revision of School District Student Discipline and School Safety Policies

### **3.44—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 may 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.

### **3.45—ADMINISTRATOR EVALUATOR CERTIFICATION**

#### 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 October 1 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 October 1 of any contract year.

Legal Reference: Arkansas Department Of Education Rules Governing The Teacher Excellence And Support System 4.05

Date Adopted:

Last Revised:

### **3.46--CERTIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS**

#### **A. General Statement of Policy**

District employees are encouraged to use educational technology, the Internet, and professional/educational social networks to help raise student achievement and to improve communication with parents and students. The District recognizes that the use of technology and social networking websites in a manner similar to the way students interact with one another can be a beneficial tool in the classroom.

The District also has an obligation to teach and ensure responsible and safe use of these technologies and social networking websites. Public school employees are held to a high standard of behavior because of their unique role in shaping the lives of the District's students. Therefore, 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.

The line between professional and personal relationships is blurred within the social media network context. When employees choose to join or engage with District students, families or fellow employees in a personal social network context, they are advised to maintain professionalism as District employees and that they have a responsibility for addressing inappropriate behavior or activity on these networks, including requirements for mandated reported.

Employees do have a First Amendment right to Freedom of Speech in expressing their opinions. Employees are reminded that any public online activity may be subject to monitoring. No employee has a right to privacy in posting on any public forum online. Employees are further advised that there will be consequences for any information that poses a serious disruption to the school environment. 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.

## **B. Definitions**

1. Social Networking Websites: Online groups of Internet users allowing communication between multiple individuals. The fundamental purpose of social networking sites is to socialize. Examples include, but are not limited to, Facebook, MySpace, and Twitter. Employees are advised that if they create a personal social networking site in which they invite students to be friends or followers, they are doing so at their own risk. Employees are further advised to monitor the site's privacy settings regularly.
2. Professional/Education Social Networks: Education oriented websites designed to allow and encourage staff and students to communicate and collaborate around school subjects and projects. District employees may set up classroom blogs or message boards and other professional/education social networking accounts using District resources and following District policies to promote communications with students, parents, and the community concerning school related activities and for the purpose of supplementing classroom instruction.

This definition includes the creation of a Facebook classroom page or group, or other similar social network page or group that is administered by the employee for an educational or school-related purpose.

3. Blogs: A type of networking that can be either social or professional in its orientation. This is an online diary or journal. Professional blogs approved by the employee's supervisor his/her designee, are encouraged and can provide a place for staff to inform students and parents on school related activities. Personal social blogs are discouraged to the extent that they involve staff and students in a non-education oriented format.
4. Message Boards: An online space that typically centers around a common interest. Most message boards require a user to register before he/she is allowed to post or reply to messages, which then form "threads."

### **C. Requirements**

Employee use of social networks is not to interfere with the employee's duties. Any reader of social networking sites may view the employee as a representative of the District, and therefore, all employees must observe to the following rules when using a social networking site for an educational tool or school related purpose of the District:

1. If an employee seeks to use a social networking site as an educational tool or in relation to extracurricular activities or programs of the District, the employee must first notify his/her supervisor or designee.
2. An employee's use, postings, displays or communications on a social networking site used in relation to an educational or school related purpose must comply with all Arkansas and federal laws and any applicable District policies. Employees may not disclose information on any social networking site that is confidential or proprietary to the District, its students, or employees or that is protected by data privacy laws.
3. Employees are advised that they enjoy no expectation of privacy in any online social network posting and that under Arkansas law, 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 postings or communications on social networking sites.
4. All users (staff members, students and their parents) must sign an Acceptable Use Agreement to be eligible to access any social networking site that is related to an educational or school related purpose. This agreement must be renewed on an annual basis.
5. Employees are required to use respectful and professional in all communications (by word, image or other means) on social networking

sites that are used for an educational or school related purpose; and to refrain from engaging in communications or conduct that is harassing, threatening, bullying, libelous, or defamatory or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying.

6. If an employee wishes to use Facebook or another similar social networking site to communicate meetings, activities, games, responsibilities, or other announcements for a school-based club, activity, organization, or sports team, the employee must also comply with the following rules:
  - a. The employee must set up the school-based club or group page and restrict its view to the highest privacy settings. It is the employee's responsibility to review and understand the social networking site's privacy settings and to use them properly.
  - b. Anyone who has access to the communications conveyed through the site may only gain such access by the permission of the employee.
  - c. Access to the site may only be permitted for educational or school related purposes related to the club, activity, organization or team.
  - d. The employee may only grant access to the site to the students involved with the school-based activity. The employee may not exclude any student that is involved in the school-based activity nor penalize any student that is unable to access the site off the school campus.
  - e. Parents will be permitted to access any site that their child is permitted to access for a school-based activity.
  - f. The employee responsible for the site will monitor it regularly.
  - g. The employee's supervisor will be permitted access to any site established by the employee for a school-related purpose.
  - h. Any online presence should include who maintains the group or page and how that employee can be contacted.
  - i. Any student that access to engage the social meeting sit
7. Employees should not access social networking sites for personal use during school hours, except during breaks or preparation periods. However, employees should not use District equipment to access social networking sites for personal use at any time, including breaks or preparation periods, except in an emergency situation or with the express prior permission of their supervisor.
8. Employees that use social networking sites during instructional time may only access the site if the activity is related to official school business.
9. Employees who participate in social networking sites shall not post any school district data, documents, photographs, logos, or other District owned or created information on any website, without receiving prior written approval from their supervisor. Employees should not post pictures of students on their personal social networking site. However,

an Employee may post pictures of their own children who are enrolled as students at the District on their personal social networking site.

10. Any violation of copyright laws, whether the rights involved are those of the District's or a third party, will not be tolerated.

#### **D. Unacceptable Uses of Social Networking Websites:**

1. It is unacceptable for employees to use a social networking site during the course of their instructional duties, when the use does not relate to an educational or school related purpose. This includes accessing a social networking site for personal use on District equipment or on personal equipment during any other times besides during an employee's break or planning period.
2. It is unacceptable for employees to use a social networking site in a way that facilitates a violation of any other District policy.
3. It is unacceptable for employees to allow their use of a social networking site to interfere their job responsibilities.

#### **E. Consequences for Employee misuse of Social Networking Websites:**

Any use of a social networking site that violates any District policy or otherwise poses a disruption to the educational environment may subject the employee to discipline. If an employee misuses a social networking site, the following consequences may occur:

- 1<sup>st</sup> Offense: Warning and documentation in personnel file
- 2<sup>nd</sup> Offense: Disciplinary action and formal improvement plan
- 3<sup>rd</sup> Offense: Possible suspension and/or recommendation for non-renewal or termination

**Exceptions:** For major infractions, such as when the use of a social networking site directly affects an employee's performance or occupational responsibility as a teacher OR without contribution on part of school officials, the unacceptable use becomes the subject of such notoriety as to significantly and unreasonably impair the capability of the employee to carry out his/her job responsibilities, the Supervisor or Superintendent reserve the right to enforce proper discipline per incident upon the approval of the Superintendent.

### **3.47—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS**

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

- An individual's spouse;
- Children of the individual or children of the individual's spouse;

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

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

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

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

- a) Entertainment;
- b) Hotel rooms;
- c) Transportation;
- d) Gifts;
- e) Meals; etc.

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.

Legal References: A.C.A. § 6-24-101 et seq.

Arkansas Department of Education Rules Governing the Ethical Guidelines  
And Prohibitions For Educational Administrators, Employees, Board  
Members And Other Parties

Commissioner's Memo FIN 09-036

Commissioner's Memo FIN-10-048

Commissioner's Memo FIN 15-074

### **3.48—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.<sup>1</sup>

#### **Scope of Policy**

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

1. The employee shall possess a current commercial vehicle driver's license for driving a school bus;
2. Have undergone a physical examination, which shall include a drug test,<sup>2</sup> by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certificate of school bus driver in service training.<sup>3</sup>

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

- The district receiving a negative drug test result for that employee;<sup>4</sup>
- The employee submitting an electronic authorization through the Clearinghouse for the District to run a full query of the employee's information in the Clearinghouse; and
- The employee's signing a written authorization for the District to request information from:
  - The Database;<sup>5</sup> and
  - Any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two (2) years prior to the date of the employee's application.

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

### **Methods of Testing**

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

### **Requirements**

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

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

### **Prohibitions**

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- D. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
- F. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner who, with knowledge of the driver's job responsibilities, has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

### **Testing for Cause**

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.<sup>7</sup>

### **Refusal to Submit**

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

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

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

### **Consequences for Violations**

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign or electronically authorize the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety-sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.<sup>8</sup>

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

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

### **Reporting Requirements**

The District shall report the following information about an employee who performs safety-sensitive functions to the Clearinghouse by the close of the third (3rd) business day following the date the District obtained the information:<sup>9</sup>

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

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

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

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

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

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

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

Give a copy of this policy to your drivers.

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

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

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

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

<sup>4</sup> 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.

<sup>5</sup> While the provisions for fines contained in A.C.A. § 27-23-209 do not apply to school districts, school districts are still required to comply with this law. It is for this reason, along with simple prudence in not hiring a person who receives a positive drug/alcohol test, that this language is included. The request for information required by the state is in addition to the federal requirement (49 C.F.R. § 40.25(a)(b)) that you request drug and alcohol test results from any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two years prior to the date of the employee's application.

<sup>6</sup> 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.

<sup>7</sup> 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.

<sup>8</sup> 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.

<sup>9</sup> 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-sensitive functions when the reported refusal occurred (if applicable); and
- g. Documentation, including a certificate of service or other evidence, showing that the District provided the employee with all documentation reported under paragraphs (a) through (f) above.

- 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:  
Last Revised:

### **3.49—LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES**

Prekindergarten through sixth grade teachers shall be allotted the amount required by law to be used by the teacher in his/her classroom or for class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account. For the purposes of this policy, pre-kindergarten through sixth grade teachers shall be the greater of

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

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:

Last Revised:

### **3.50—SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES**

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

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

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages.<sup>2</sup> A school bus driver may use a two-way radio communications device or any device used in a similar manner as a two-way radio communications device to communicate with the District's central dispatch or transportation center. In addition, if the school bus is safely off the road with the parking brake

engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

- An emergency system response operator or 911 public safety communications dispatcher;
- A hospital or emergency room;
- A physician's office or health clinic;
- An ambulance or fire department rescue service;
- A fire department, fire protection district, or volunteer fire department; or
- A police department.

In addition to statutorily permitted fines, violations of this policy shall be grounds for disciplinary action up to and including termination.

Legal Reference: A.C.A. § 6-19 -120

### **3.51—LICENSED PERSONNEL HEALTH CARE COVERAGE REPORTING**

#### **Definitions**

"ACA" is the Affordable Care Act

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

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

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

#### **TIN Reporting**

All licensed employees are required to complete and return 3.52F-Health Care Coverage and TIN Report Form<sup>2</sup> by no later than October 13 of each year. All employees that meet the above definition of a responsible individual are required to include the name, date of birth, and TIN of any dependent that receives health insurance through a District offered health care plan. Due to very significant penalties and sanctions contained within the ACA that the Internal Revenue Service (IRS) could levy against the District for the failure to submit required information to the IRS, the failure of any employee to submit a

completed copy of 3.52F-Health Care Coverage and TIN Report Form by October 13 shall be grounds for disciplinary action against the employee up to and including termination or non-renewal of contract.

**Statement of Return<sup>4</sup>**

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

Legal References: A.C.A. § 6-17-1111

26 U.S.C. § 6055

26 U.S.C. § 6056

26 U.S.C. § 6109

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

A teacher in grades 5-12 may enter into an agreement with the District to teach:

- 1) An additional class in place of a planning period; and/or
- 2) More than one hundred fifty (150) students per day.

A teacher who agrees to teach more than the maximum number of students per day is still bound by the maximum number of students per class period in the Standards for Accreditation and the Division of Elementary and Secondary Education (DESE) Rules Governing Class Size and Teaching Load. A fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade teacher may not teach more than the maximum number of students per day as set in the Standards and the

DESE rules for teachers of fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade without receiving additional compensation.

A 5-12 grade teacher who enters into an agreement with the District shall receive compensation based on the teacher's:

- a) Hourly rate of pay for the loss of a planning period; and/or
- b) Basic contract that is pro-rated for every additional student they teach over the maximum number of students permitted per day.<sup>1</sup>

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

Neither the District nor the teacher are obligated to:

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

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

Legal Reference: A.C.A. § 6-17-812

DESE Rules Governing Class Size and Teaching Load

### **3.53—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<sup>1</sup>

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.

<sup>1</sup> 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 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:  
Last Revised:

# Students

**(Refer to District Pupil Policy Handbook for student policies.)**

# **CURRICULUM AND INSTRUCTION**

## **5.1 Educational Philosophy**

The Pocahontas School District assumes the responsibility of providing students attending its schools a high quality education that challenges each student to achieve to his/her 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:

1. The district's vision statement will be developed with input from students, parents, and other community members.
2. All students can be successful learners.
3. Students learn at different rates and in different ways.
4. A primary goal shall be to give students the skills they need to be life-long learners.
5. The education of all citizens is basic to our community's well-being.
6. Student achievement is affected positively by the involvement of parents and the community in the schools.
7. The district is responsible for helping cultivate good citizenship skills in its students.
8. Students reflect the moral and ethical values of his/her environment.
9. All people have a right to a safe environment.
10. Each person is responsible for his/her own actions.
11. Innovation involves taking risks.
12. Schools are responsible for creating the conditions that promote success.
13. Each person is entitled to retain his/her dignity.
14. All people have the right to be treated with respect and the responsibility to treat others respectfully.
15. For teachers to succeed in cultivating high student achievement, they need to be given the materials, training, and environment necessary to produce such results.

## **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.<sup>1</sup>

Each SLIP shall include a literacy 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:<sup>2</sup>

- 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.<sup>3</sup> 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).<sup>4</sup> 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.<sup>1</sup>

If the District's 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.<sup>5</sup>

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 Arkansas Department of Division of Elementary and Secondary Education (ADESE) 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 ADESE by September 1 and ADESE must approve the SDSP. Districts whose SDSP must be approved by ADESE must also post to the website the date the SDSP is approved by ADESE, including the date(s) any revisions are approved by ADESE.

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 ADESE or by September 11.

Legal References:A.C.A. § 6-15-2914

ADESE Rules Governing the Arkansas Educational Support and Accountability Act

ADESE 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:

Last Revised:

### **5.3—SCHOOL IMPROVEMENT TEAMS**

A team structure is officially incorporated into the school 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 via the state's school improvement platform. 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.<sup>1</sup>

Leadership Team

Each school shall have a Leadership Team that consists of members that include:<sup>2</sup>

The principal;

The school's School Improvement Chairperson(s);

The school guidance counselor;

A math teacher;

A literacy teacher, and

Other key professionals designated by the principal.

The Leadership Team shall meet for a minimum of one (1) hour at least monthly 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 in absence of the principal. Each Instructional Team shall meet for a minimum of forty-five (45) minutes at least monthly during the school year.<sup>3</sup>

The purpose of the Instructional Teams is to develop and refine units of instruction and review student learning data.

### **5.4 Curriculum Development**

Sequential curricula should be developed for each subject area. Curricula should be aligned with the Frameworks and standards established by the Arkansas Department of Education and in harmony 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 board desires that unnecessary duplication of work among the various grades and schools be eliminated and that courses of study and his/her corresponding content guides be coordinated effectively.

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.

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.<sup>1</sup> 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 ADESE 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 for 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:

Last Revised:

## **5.5 Staff Development Program**

The district shall develop and implement a plan for professional development and inservice training of its certified employees. Each certified employee shall receive a minimum of sixty (60) hours of professional development annually to be fulfilled between July 1 and June 30 unless a waiver is granted by the Arkansas Department of Education to change these dates. The goal of all professional development shall be improved student

achievement that results in individual, school-wide, and system-wide improvement designed to ensure that all students demonstrate proficiency on the state academic standards. Approved school improvement plans shall be linked to the district's improvement plan, demonstrate research-based best practice, and be subject-specific and site-specific as often as possible. Each certificated staff member should complete an Individual Plan for Professional Growth Plan Components form (Appendix N) yearly. This plan will be kept on file and approved by the employee's supervisor on or before the end of the contracted period. The plan, which is contracted under the sixty hours of professional inservice, must relate to the approved school and/or district improvement plan.

*Legal References: Arkansas State Board of Education: Standards of Accreditation (X) (D)*

*Arkansas Department of Education's Rules and Regulations Governing Professional Development*

## **5.6 Religion In The Schools**

The First Amendment of the Constitution states "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 his/her relation to an inclusive study of religion or to the study of a particular region or country. The discussions shall be so that they are objective and academically informational and do not advocate any particular form of religious practice.

Instructional activities in the schools that are contrary to a pupil's religious beliefs or teachings shall be optional.

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.

### **5.7 Special Health Care Needs**

In accordance with Act 1146 of 1995, it shall be the responsibility of the Pocahontas School District to develop an Individual Health Care Plan (IHP) for each student identified as having special health care needs. Students with special health care needs include a wide continuum of needs, from mild to severe. These students require individualized health care intervention in order to receive adequate benefit from the educational process.

Parents must complete a health record, which includes information on special health needs, current medication, and emergency notification. The school will require an annual update of health records from the parents.

An Individual Health Care Plan shall be developed for each child who is identified as medically fragile and following a referral for services by the parent/guardian of the child. The referral form must be accompanied by a physician's order stating the need for special nursing care, the treatments needed, and the procedures required. The school nurse will be responsible for preparing a list of medically at-risk students and disseminating the list to the appropriate school personnel.

Upon receipt of the referral form, the school health services coordinator shall convene the IHP committee. The committee shall be composed of the school nurse, administrator or designee, parent/guardian, counselor, and classroom teachers. If applicable, the transportation coordinator, the child's health care professional, and para professional assigned to the student shall also participate as a member of the committee.

The purpose of the IHP committee is to develop an individualized health plan for the student with special health care needs. The plan shall include, but not be limited to, identification of the medical condition, medications, necessary health care interventions, responsible parties, supplies and equipment needs, training required, diet, transportation, and classroom modifications. Once the IHP is developed it will be reviewed and updated on at least an annual basis.

The training and instruction of the individuals designated to perform health services will be coordinated by the school nurse. The school nurse shall be responsible for monitoring and assisting with services and for documentation of services provided.

It will be the responsibility of the Pocahontas School District to provide specialized transportation for students whose IEP or 504 plan reflects the need to.

The Pocahontas School District will follow guidelines as set forth by The Family Educational Rights and Privacy Act (FERPA, 1974), which specifies rights related to confidentiality of educational records (including health records).

Students known to have chronic infectious diseases will be individually evaluated to determine if his/her behavior and/or physical condition pose a risk of spread of disease. The Pocahontas School District will follow regulations as established by the Arkansas Infectious Disease Guidelines (1987).

### Administering Medication During School Hours

Prescription medication is given at school only upon written request from the lawful parent/guardian. Non-prescription medication, which is provided by the parent, will not be administered without prior written permission of the parent/guardian.

The medication policy will be printed each year in the student policy handbook distributed to the students and parents.

#### I. Requirements

1. Physicians or pharmacists should provide written orders and/or labels on prescription bottles stating the name of the drug, the dosage and time to be given, and the recommended interval between doses.
2. A Medication Administration Form (Appendix O) and/or Parent or Guardian Authorization for Administration of Prescription Medication (Appendix P) to be signed by the parent will be used. This form includes: request for medication to be given, student's name and grade, type of medication to be given, purpose of the medication(s), and emergency phone numbers if an adverse reaction to the medication occurs.
3. All medication should be in the original container with the child's name on the label. Drugs should not be mixed in a container.
4. Medication requests will be filed in the nurse's office.

5. Authorization for administration of medication by school personnel may be withdrawn for cause by the school at any time following actual notice to the student's parent or guardian.
6. Verbal orders from the physician may only be taken by the school nurse. The verbal order should be recorded on the student's medication release form and should be a one-time order only. This verbal order is to be followed by a written order from the physician within five days.
7. Standard first aid will be administered in accordance with Arkansas School Health Guidelines.

## II. Security

1. Each school or facility will designate, in writing, the specific locked and limited access space within each building where controlled pupil medication is stored.
2. In buildings where a licensed nurse is assigned, access to medication locked in a designated space shall be under the authority of the nurse.

## III. Dispensing of Medications

1. The licensed nurse or trained designee will dispense and monitor all prescription medication.
2. All medications administered by school personnel should be recorded on an approved form.
3. If an error is made in administering a medication, the school nurse should:
  1. Immediately notify the prescribing physician and follow his/her directions for possible antidotes.
  2. Fill out a Medication Error Form and provide copies for the student's file, the principal, parent and school superintendent.
  3. Notify the parent.

4. If the medication error is made by a non-licensed person, the school nurse should be notified immediately and established procedures will be followed.

#### IV. Emergency Situations

Under immediate threat or danger to life, health, or safety, emergency procedures according to the Red Cross Guidelines will be followed.

#### The Necessity Policy of the Individual Health Care Plan

It shall be the responsibility of the Pocahontas School District to develop an Individual Health Care Plan for each student identified as having special health care needs. This policy will be carried out in accordance with Ark. Act 1146 of 1995 to include the identification of students, training of personnel, writing of the plan, provision of necessary equipment, and implementation of procedures.

#### Procedure:

1. Each school will maintain a current list of students having special health care needs.
  1. Each enrolling student's parent shall complete a health history which includes information on special health needs, medication currently being taken and emergency notification.
  2. Annually, the school will request an update to this information.
  3. The school nurse shall prepare a list of at-risk students.
2. An individual health care plan referral shall be developed for each identified student and updated annually or more often as needed.
  1. The nurse shall prepare the initial referral with the cooperation of the parent and the school counselor and other personnel.
  2. The referral will include: current diagnosis, general health status, and a physician's directives.

3. The school shall request the statements from the physician to include special treatment and procedures and training that may be required.

#### Policy for Training of Personnel

To ensure a safe environment in the school setting for a student with special health care needs, a properly trained staff is necessary. The Pocahontas School District will use qualified trained personnel to provide health care procedures and services. The personnel performing health care services will be trained prior to administering health care services.

The school nurse and or trained designee will be a member of the IHP team responsible for overall development and implementation of special health care services. The Pocahontas School District will provide the opportunity for personnel to acquire training.

#### Policy - IHP and IEP

##### Attendance at the IHP and IEP Meeting

An Individual Education Plan and Individual Health Care Plan meeting shall be scheduled in accordance with State regulations to develop special health care components. The main purpose of such a meeting is for the family and school personnel to meet, become acquainted, and determine what information is needed to provide appropriate health care services in order for the child to benefit from the educational process.

##### Procedure:

1. The meeting shall include at minimum, the health care professional, administrator or designee, the parent or guardian, special education teacher if appropriate, the para professional if assigned, and other educators as maybe required in regulations. If transportation issues are to be included.
2. During the meeting, the parents should:
  1. Inform the school of his/her child's health care problems.

2. Identify the primary health care providers who have information related to his/her child.
  3. Sign confidential information release form.
  4. Give permission to assess his/her child's health care needs, if appropriate.
3. The school designee shall:
1. Explain the process(s) that will be followed.
  2. Identify members of an assessment team.
  3. Explain the assessment process.
4. The planning meeting initiates the process of determining the safety and appropriateness of needed health care services. If necessary, the team will also develop emergency management procedures and a transportation plan.
5. Such a meeting shall be held for all students with special health care needs, regardless of his/her need for special education. If a student is to receive special education services, the IEP committee and the health care team will develop an IEP and an IHP.

#### Family Educational Rights and Privacy Act (FERPA, 1974)

Pocahontas Schools will follow guidelines as set forth by The Family Educational Rights and Privacy Act (FERPA, 1974) which specifies rights related to the confidentiality of educational records and health records.

#### Procedure:

1. The filing of health records will be filed as determined by the school student records system or by individual preference. Health records should be kept in locked files in the school nurse's office to provide for accessibility and security.
2. When a child transfers to another school district, a transcript or photocopy of the original health record should be forwarded to the school district to which the student has transferred upon written request by the district.

#### Specialized Transportation Needs

It is the responsibility of the Pocahontas School District to provide specialized transportation for students whose IEP or 504 plan reflects the need to.

Procedure:

1. The transportation is required to meet the students' needs as specified on the IEP: *Physically disabled to the extent that they are unable to access regular district transportation.*
2. No student will be placed on specialized transportation without the need reflected on the IEP or 504 plan.
3. It is the responsibility of the school site to have appropriate staff available to receive the student upon arrival.
  1. The transportation aide will unload the students from the bus and remain with the student until they are received by the building attendant or classroom aide. The transportation aide may assist in taking the students to the building.
4. It will be the responsibility of the school site to have the students ready to leave and loaded on the bus at the scheduled leaving time.
5. Parents of students on special transportation should be prepared for the arrival and departure of his/her child. If the parent has not met the bus within a reasonable period of no more than five minutes, the student will be transported back to the school site to remain until the parent makes arrangements to pick up the child. Upon departure from home to school, the bus will not wait more than five minutes for the student to board. It is then the responsibility of the parent to transport the student to school on that given day.
6. Transportation staff will be provided information on the unique needs of each student riding the bus. If specialized training to meet a student's needs is required, this will be established at the IEP or IHP meeting and arranged by the committee chair.
7. All responsible staff will perform his/her duties in a professional manner. They should be sensitive to the feelings and special needs of the students. This transportation is provided for student needs, not teacher needs or family needs.

## Infectious Disease Control

Students known to have chronic infectious disease must be individually evaluated to determine if his/her behavior and/or physical condition pose a risk of spreading disease. Report of disease should be done as recommended by the Arkansas School Infectious Disease Guideline. Confidentiality will be maintained; however, some diseases must be reported to the local health department. An Infectious Disease Review Team should be established which should include: School Principal, Counselor, School Nurse, the Family Physician, Local State Health Official, and Parent. School districts should follow guideline procedures as set forth by Arkansas School Infectious Disease Guideline in managing infectious diseases. An Individual Health Care Plan may need to be developed to meet the special health care needs of the child with a chronic infectious disease. The determination of the need to develop an Individual Health Care Plan will be determined individually by the child's 504 or Special Education IEP Committee.

Acute Infectious Diseases are defined as short term and highly contagious by casual contact. In acute cases, the Individual Health Care Plan should be updated on at least a bi-weekly basis. Chronic Infectious Diseases are defined as long term, not highly contagious at all times and not contagious by casual contact. In chronic cases, the Individual Health Care Plan should be updated at least annually.

Staff training should be conducted annually to address the following areas in the prevention of the spread of infection:

1. Proper Hand washing Techniques (Posted in all restrooms).
2. Barrier Precaution/Universal Precautions
  1. Handling of body fluids
  2. Disinfection/cleaning of hard surfaces
  3. Spills clean-up kit
3. Disposal of Waste

### **5.8 District Web Site**

The Pocahontas 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 his/her construction and operation.

The Pocahontas 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. 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 solely for the purpose of monitoring site activity to help the district improve the usefulness of the site to its visitors.

Each school's web page shall be under the supervision of the school's Web Master and the district's web site shall be under the supervision of the district's Web Master. They 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 Masters shall have the authority to review and edit any proposed changes to web pages to ensure his/her compliance with this policy. All such editing shall be viewpoint neutral.

District and school web pages shall also conform to the following guidelines.

1. All pages on the district's web site may contain advertising and links only to educational sources.
2. 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.
3. Photos along with the student's name shall only be posted on web pages after receiving written permission from the student or their parents if the student is under the age of 18.
4. The district's web server shall host the Pocahontas District's web site.
5. No web page on the district web site may contain public message boards or chat rooms.
6. All web pages on the district web site shall be constructed to download in a reasonable length of time.

7. 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.

8. 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 web site are owned by Pocahontas School District.

9. Included on the district's web site shall be:

1. Local and state revenue sources;
2. Administrator and teacher salary and benefit expenditure data;
3. District balances, including legal balances and building fund balances;
4. Minutes of regular and special meetings of the school board;
5. The district's budget for the ensuing year;
6. A financial breakdown of monthly expenditures of the district;
7. The salary schedule for all employees including extended contract and supplementary pay amounts;
8. Current contract information (not including social security numbers, telephone numbers, personal addresses or signatures) for all district employees;
9. The district's annual budget;
10. The annual statistical report of the district;
11. The district's personnel policies.

The information and data required in 9) above shall be the actual data for the previous two school-years and the projected data for the current school-year.

*Legal References: A.C.A. § 6-13-620 (13)*  
*20 U.S.C. § 1232 g*  
*15 U.S.C. § 6501 (COPPA)*

### **5.8.1 Web Site Privacy Policy**

The Pocahontas School District operates and maintains a web site for the purpose of informing the citizens of the district about its activities. The web site does not use "cookies" or ISP addresses to collect or retain personally identifying information about visitors to its web site 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 shall not be displayed on any page of the district's web site 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 his/her students. The site may also provide for password protected communication between the district and its staff.

*Legal References: 15 U.S.C. § 6501 (COPPA)*

## **5.9 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:

1. political affiliations;
2. mental and psychological problems potentially embarrassing to the student or his family;
3. sex behavior and attitudes;
4. illegal, anti-social, self-incriminating, and demeaning behavior;
5. critical appraisals of other individuals with whom respondents have close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
7. religious practices, affiliations, or beliefs of the student or student's parent; or
8. 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 his/her 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 his/her 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 do 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 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:

1. A student's name;
2. The name of the student's parent or member of the student's family;
3. The address, telephone number, or email address of a student or a member of a student's family;
4. 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 a student's family;
5. 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.

*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)]*

## **5.10 Marketing Of Personal Information**

The Pocahontas 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

9. A student or parent's first and last name,
10. A home or other physical address (including street name and the name of the city or town),
11. Telephone number, and
12. 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 institutional such as the following:

1. College or other postsecondary education recruitment, or military recruitment;
2. Book clubs, magazines, and programs providing access to low cost literary products;
3. Curriculum and instructional materials used by elementary schools and secondary schools;
4. 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;
5. The sale by students of products or services to raise funds for school related or education related activities; and
6. Student recognition programs.

*Legal Reference: 20 USC § 1232h (c) [NCLB Act of 2001, Part F, Section 1061 (c) (1)(E), (2)(A)(C)(i), (4)(A), (5)(A)(i)(B), (6)(C)(E)]*

## **5.11—SELECTION/INSPECTION/CHALLENGE OF INSTRUCTIONAL**

### **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 /with the student's teacher at a mutually agreeable time.

The rights provided to parents under this policy transfer to the student when he/she turns 18 years old.

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 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 Superintendent<sup>1</sup>.

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 Superintendent where the individual shall present the same *Challenge to Instructional Material* form previously presented to the principal. The Superintendent 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.<sup>2</sup>

Following the conclusion of the meeting, the Superintendent shall have five (5) working days to write a summary of the concerns expressed by the individual and the Superintendent's response to those concerns. The Superintendent 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.

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.

## **5.12 Use of Copyrighted Materials**

To comply with Congressional guidelines, the following policy for the Pocahontas Public Schools will provide standards for both owners and users of copyrighted media:

1. Programs taped by non-profit, educational institutions must be used directly for instruction and not for entertainment.
2. A broadcast program may be recorded off-air simultaneously with broadcast (including cable transmission) and retained by the educational institution for a period not to exceed 45 calendar days after the date of recording. The program must then be erased.
3. Even though the programs may be held 45 days, they may only be used once and repeated once with each class by an individual teacher during the first 10 consecutive school days during the 45-day

calendar retention period. They may not be used with students after that time.

4. Off-air recordings may be made only at the request of (and used by) individual teachers, and may not be regularly recorded in anticipation of requests.
5. The program must be recorded in its entirety, including the copyright notice, and may not be altered. Programs cannot be merged or edited.
6. Rental videotapes stating "For Home Use Only" will not be used in an educational institution.
7. Teacher-purchased videotapes may not be shown in the classroom without prior approval from the building administrator.
8. Pay service such as out-of-town stations, HBO, Cinemax, and Disney, do not fall under these guidelines, and therefore, cannot be taped.

The district will not be responsible for any employee violations of the use of copyrighted materials.

### **5.13 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:

1. 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;
2. Make necessary adaptations to use the program; and/or
3. 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.

### **5.14 Alternative Learning Environments**

The district shall have an alternative learning environment (ALE) which 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.

The superintendent or his/her designee shall appoint an Alternative Education Placement Team which shall have the responsibility of determining student placement in the ALE. The team should consist of at least a school counselor, the ALE director or principal, a parent or legal guardian, and a regular classroom teacher.

Students who are placed in the ALE shall exhibit at least two of the following characteristics:

- Disruptive behavior
- Drop out from school
- Personal or family problems or situations
- Recurring absenteeism
- Transition to or from residential programs

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 problem
- Pregnancy
- Single parenting

The teachers and administrator of the ALE shall determine exit criteria for students assigned to the district's ALE on which to base the student's return to the regular school program of instruction.

The district's ALE program shall follow class size, staffing, curriculum and expenditure requirements identified in the DESE Rules Governing the Distribution of Student Special Needs Funding and the Determination of Allowable Expenditure of These Funds.

*Legal References: A.C.A. § 6-18-508, 509  
A.C.A. § 6-20-2305(b)(2)  
DESE Rules Governing the Distribution of Student Special  
Needs Funding and the Determination of Allowable  
Expenditure of These Funds – 3.01, 3.05, 4.00, and 8.0*

#### **5.14.1 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 ACSIP in addressing identified achievement gaps and student performance deficiencies.

### **5.15 English Language Learners**

The district shall utilize the special needs funding it receives for identified English Language Learners on activities, and materials listed in the DESE 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 ALE funds is in alignment with the district's ACSIP in addressing identified achievement gaps and student performance deficiencies.

*Legal Reference: A.C.A. § 6-20-2305(b)(3)  
DESE Rules Governing the Distribution of Student Special  
Needs Funding and the Determination of Allowable  
Expenditure of These Funds.  
- 3.04, and 5.00*

### **5.16 National School Lunch Act 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 DESE 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 NSLA 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 Reference: A.C.A. § 6-20-2305(b)(4)  
DESE Rules Governing the Distribution of Student Special  
Needs Funding and the Determination of Allowable  
Expenditure of These Funds*

### **5.17—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.<sup>1</sup> The SNPAAC shall have the powers and responsibilities delegated to it by statute and Rule and are incorporated into this policy by reference.<sup>2</sup> 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, 10, and 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. In addition, school level committees will be established at each school and work collaboratively with the district committee to meet all requirements and goals established.

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:<sup>3</sup>

- 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.<sup>4</sup>

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.<sup>5</sup>

#### 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:<sup>6</sup>

1. Implement a grade appropriate nutrition education program that will develop an awareness of and appreciation for nutrition and physical activity throughout the curriculum;
2. Enforce existing physical education requirements and engage students in healthy levels of vigorous physical activity;
3. Strive to improve the quality of physical education curricula and increase the training of physical education teachers;
4. Follow the Arkansas Physical Education and Health Education Frameworks in grades K-12;

5. Not use food or beverages as rewards for academic, classroom, or sports performances;
6. Establish class schedules and bus routes that do not directly or indirectly restrict meal access;
7. Provide students with ample time to eat their meals in pleasant cafeteria and dining areas;
8. Abide by the current allowable food and beverage portion standards;
9. 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;<sup>7</sup>
10. Restrict access to competitive foods as required by law and Rule;
11. 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.
12. Provide professional development to all district staff on the topics of nutrition and/or physical activity;<sup>8</sup>
13. 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.<sup>9</sup> 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.<sup>9</sup> 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:

- a. Encourage participation in extracurricular programs that support physical activity, such as walk-to-school programs, biking clubs, after-school walking etc.;
- b. Encourage the implementation of developmentally appropriate physical activity in after-school childcare programs for participating children;
- c. Promote the reduction of time youth spend engaged in sedentary activities such as watching television and playing video games; and
- d. 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 SDSP;
- 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,<sup>12</sup> 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 SDSP. 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, 10, and 11 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<sup>12</sup> 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;<sup>5</sup>
- 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<sup>12</sup> assessment of this policy.

## **5.18—GRADING**

Parents or guardians shall be kept informed concerning the progress of their student. Parent-teacher conferences are encouraged and may be requested by parents, guardians, 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<sup>1</sup> 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:

- 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), 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.

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  $(0.25 \times 83) + (0.75 \times 75) = 77\%$ .

### **5.19—DISTRICT WEBSITE**

The Pocahontas 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 website by establishing guidelines for their construction and operation.

The Pocahontas School District website 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.<sup>1</sup> The website shall not use "cookies" to collect or retain identifying information about visitors to its website nor shall any such information be given to "third parties." Any data collected shall be used solely for the purpose of monitoring site activity to help the district improve the usefulness of the site to its visitors.<sup>2</sup>

Each school's web page shall be under the supervision of the school's Web Master and the District's website shall be under the supervision of the District's Web Master. They 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 Masters 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.:

1. All pages on the District's website may contain advertising and links only to educational sources.

2. 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.
3. Photos along with the student's name shall only be posted on web pages after receiving written permission from the student or the student's parents or the student if the student is under over the age of eighteen (18).<sup>3</sup>
4. The District's web server shall host the Pocahontas District's website.<sup>4</sup>
5. No web page on the District website may contain public message boards or chat rooms.
6. All web pages on the District website shall be constructed to download in a reasonable length of time.
7. 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.<sup>5</sup>
8. 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 web site are owned by the Pocahontas School District.
9. Included on the District's web site shall be:<sup>6</sup>
  - a. Local and state revenue sources;
  - b. Administrator and teacher salary and benefit expenditure data;
  - c. District balances, including legal balances and building fund balances;
  - d. Minutes of regular and special meetings of the school board;
  - e. The district's budget for the ensuing year;
  - f. A financial breakdown of monthly expenditures of the district;
  - g. The salary schedule for all employees including extended contract and supplementary pay amounts;
  - h. Current contract information (not including social security numbers, telephone numbers, personal addresses or signatures) for all district employees;
  - i. The district's annual budget;
  - j. The annual statistical report of the district;
  - k. The district's personnel policies.; and
  - l. The annual School Performance Report;
  - m. School-Level Improvement Plans, and
  - n. The School District Support Plan.

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:<sup>8</sup>

- 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.

# **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 Department of Education have demonstrated his/her understanding of the importance of involving such groups by repeatedly mandating his/her inclusion in the educational system and process. Communication with staff, parents, grandparents, legal guardians, business, and community members is fundamental to increasing his/her 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:

1. Increase mutual understanding, trust, and support between the district and parents, business, and the community as a whole;
2. 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;
3. 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 his/her volunteer services are most needed;
4. Inform legislators of the accomplishments of the district's students and staff, as well as how proposed legislation could affect the district;
5. Maintain good relations with the news media and provide the media with pertinent news releases; and
6. 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.

The board shall hold a public meeting, at least annually, to report on the District's progress toward attaining its goals and to review its long-range plan. Those individuals attending shall have an opportunity to ask questions.

*Legal References: A.C.A. § 6-18-1003 (2)*

*A.C.A. § 6-18-1005 (a) (1) (H)*

*A.C.A. § 6-15-1005 (c), (f) (1) (2)*

*A.C.A. § 6-16-603 (a) (3)*

*\*A.C.A. § 25-19-105*

*Arkansas State Board of Education: Standards for Accreditation: II (B)(1); III (A); XI (B) (2)*

*Arkansas Department of Education: Gifted and Talented Program Approval Standards: 4.0; 10.03*

## **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 his/her by-laws approved by the school principal, the superintendent, and the board. School personnel shall assist approved booster organizations in his/her 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 superintendent 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.

## **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.

*Legal References: A.C.A. § 6-24-110  
A.C.A. § 6-24-112*

## **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 certified 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:

1. Be at least twenty-two (22) years of age;
2. Not be a member of the board of directors of the District or the spouse of a member of the board of directors of the District; and
3. Meet the requirements adopted by the Arkansas Activities Association (AAA) to volunteer for any athletics program for grades 7-12.

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" shall mean that:

- A background check was performed on the potential school volunteer in accordance with A.C.A. 12-12-1601;
- 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;
- 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 five (5) years; 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 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.

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 under which the act or omission leading to 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, by a majority vote adopt a resolution providing an exception to this policy's requirement for a time period not to exceed five 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.

Background checks will be required of the following volunteers:

- Volunteers who are "registered volunteers" as defined in A.C.A. § 6-22-102,
- Volunteers who wish to accompany students on overnight school trips,
- Volunteers who wish to work one-on-one in small groups of five (5) or fewer students, such as a tutor or mentor.

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.

The District shall maintain the following information on volunteers:

- a. The total number, location, and duties of all volunteers;
- b. The total number of annual hours of service provided by volunteers;  
and
- c. 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 considers volunteers for school districts to be mandated reporters of child maltreatment and will receive training on the responsibilities of a mandated reporter.

### **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. Visitors who are Level 3 or Level 4 sex offenders may only enter 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.

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.

### **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:

1. 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
2. Not influence or affect the student's grade.

### 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 his/her 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 his/her 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. There will be no door to door fundraising activities.

Schools must provide written notification of the following to parents or legal guardians of elementary students who participate in fund raising programs.

1. Student participation in fund raising programs is voluntary;
2. Students who do not participate will not forfeit any school privileges;
3. Students may not participate in fund raising programs without written parental permission returned to school authorities;
4. Unless the school provides supervision, parents must accept responsibility for appropriate adult supervision.

*Legal Reference: A.C.A. § 6-18-1104*

## **6.7 Complaints**

It is a goal of the board and the 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:

1. Teacher, coach, or other staff member against whom the complaint is directed
2. Principal
3. 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.

Complaints that are related to district use or administration of federal funds generated through specific programs identified by the Arkansas Department of Education and authorized in the 2002 reauthorization of the Elementary and Secondary Education Act may be taken directly from a patron or by referral from the Arkansas Department of Education (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.

1. The complaint shall be referred to the federal programs director, who shall assemble a team of at least two people to investigate the complaint.
2. Throughout the investigation, sufficient notes and records will be taken and maintained to substantiate the position of the findings of the investigation.
3. 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.
4. The investigation of complaints referred by the DESE shall be completed within 30 work days of receipt of the complaint, unless a longer time period has been approved by the DESE.
5. 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.
6. 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.

## **6.8 Distribution Of Printed Materials**

Distribution of printed materials, flyers, photographs, or other visual or auditory materials not originating within district schools to students or staff shall have prior approval of the superintendent or his/her designee.

## **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 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.

### **6.10 Sex Offenders on Campus (Megan's Law)**

The Pocahontas School District shall work with area law enforcement in a manner consistent with applicable state law and Division of Elementary 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, guardian, or community member.

Level 3 and Level 4 sex offenders may only enter the school campus in the following instances:

1. The offender is a student attending school in the district;
2. To attend a graduation or baccalaureate ceremony;
3. It is a non-student contact day according to the school calendar or no school-sponsored event is taking place on campus;
4. 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;
5. 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, guardian, great-grandparent, or is related by blood or marriage within the second (2<sup>nd</sup>) degree of consanguinity<sup>1</sup> to a student enrolled in the public school; 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.

*Legal References:*

A.C.A. § 5-14-132  
A.C.A. § 12-12-913 (g) (3)  
A.C.A. § 28-9-212

*Division of Elementary and Secondary Education Guidelines for "Megan's Law"*

### **6.11 Parental/Community Involvement - District**

The Pocahontas 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

1. Involve parents and the community in the development of the long range planning of the district;
2. Give the schools in the district the support necessary to enable them to plan and implement effective parental involvement activities;
3. 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 his/her child's academic achievement;
4. Provide parents with the materials and training they need to be better able to help his/her 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.
5. 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;
6. Find and modify other successful parent and community involvement programs to suit the needs of our district;
7. Train parents to enhance and promote the involvement of other parents;

8. 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 his/her affect 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.

*Legal References: 20 U.S.C. § 6318 (a)(2),(A),(B),(D),(E) (NCBL Act of 2001, Section 1118)*

*20 U.S.C. § 6318  
(e)(1),(2),(3),(4),(5),(6),(8),(9),(10),(11),(13),(14)  
(NCBL Act of 2001, Section 1118)*

## **6.12 Parental/Community Involvement – School**

The schools in the Pocahontas School District understand 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, the schools in the Pocahontas 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

1. Involve parents and the community in the development and improvement of Title I programs for the school;
2. Have a coordinated involvement program where the involvement activities of the school enhance the involvement strategies of other programs such as Head Start, HIPPIY, Parents as Partners, Parents as Teachers, and Even Start;
3. 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;

4. 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.
5. 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;
6. 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;
7. 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;
8. Find and modify other successful parent and community involvement programs to suit the needs of our school;
9. Train parents to enhance and promote the involvement of other parents;
10. 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, the schools 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.

The schools 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.

Board Approved 7/15/2019

Gary Cole, President

The schools 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.

# **BUSINESS AND FINANCIAL MANAGEMENT**

## **7.1 Fiscal Year**

The district's fiscal year shall begin July 1 and end on the following June 30.  
*Legal Reference: A.C.A. § 6-20-410*

## **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 Arkansas Department of Education no later than September 30th each year.

The approved budget shall provide for expenditures that are within anticipated revenues and reserves. The District Treasurer shall present monthly reconciliation reports and a statement on the general financial condition of the district monthly to the board.

Line item changes may be made to the budget at any time during the fiscal year in accordance with state law.

*Legal References: A.C.A. § 6-13-701 (e) (3)*

## **7.3 Millage Rate**

The board shall publish one time in some newspaper published in the county in which the district lies, 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.

*Legal References: A.C.A. § 6-13-622*

*Arkansas Constitution: Article 14 Section 3 (c) as amended  
by Amendment 74*

## **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 superintendent's approval prior to the filing of the grant's or special resource's application.

## **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.

### 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 three thousand five hundred (\$3,500) when purchased with Federal funds.

“Professional services” are legal, financial advisory, architectural, engineering, construction management and land surveying professional consultant services.

“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 \$20,000 require prior Board 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. 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 Record Retention and Destruction.

The district will not solicit bids or otherwise contract for a sum greater than \$25,000 with vendors that are on the "excluded parties list" if the contract is to be paid from federal grant funds.

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.<sup>6</sup> 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.<sup>7</sup>

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 selected 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.<sup>8</sup>

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:

- a. One (1) or more Arkansas residents who submitted bids made written claim for a preference at the time they submitted a bid; and
- b. 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 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:

1. Commodities in instances of an unforeseen and unavoidable emergency;
2. Commodities available only from the federal government;
3. Utility services;
4. Used equipment and machinery; and
5. Commodities available only from a single source.

Commodity purchases with Federal funds may be purchased without soliciting bids only when one or more of the following circumstances apply:

1. The item is available only from a single source;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. 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
4. 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:

- a. Purchase is from a motor vehicle dealer licensed in Arkansas;
- b. Purchase price of the motor vehicle does not exceed the fleet price awarded by the Office of State Procurement; and
- c. 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 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.

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, 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:

1. The equipment and services provided under the extended or renewed contract meets or exceeds the specifications of the original bid.
2. The extended or renewed contract agreement complies with the state of Arkansas's documentation requirements.
3. The cost of the extended or renewed contract is the same or less than the original contract.
4. 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:

Use a Request for Qualification (RFQ) process whereby a firm will be selected by considering the following criteria at a minimum;

1. 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;

2. 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.

*Legal References: A.C.A. § 6-21-301, 303, 304, 305, 306  
A.C.A. § 6-24-101 et seq.*

## **7.6 Activity Account**

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

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.

*Legal Reference: A.C.A. § 6-13-701 (e)*

### **7.7 Cash In Classrooms**

Teachers shall deposit daily to the principal's office all activity funds collected in his/her classrooms. No cash or checks are to be left in any classroom overnight.

### **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 his/her jobs should label the items with his/her 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.

### **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.

### **7.10 Public Use Of School Buildings**

It is the policy of the board that district school buildings may be used by citizens for non-profit use 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 of \$40.00 for the use of school facilities unless waived by the superintendent. Charges made for the use of school facilities shall reflect the actual costs (e.g. labor, utility, and materials) incurred by the district. 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 deductible the

district would incur should there be damage to, or the loss of, district property.

Organizations using school facilities assume full and complete responsibility for the conduct of all persons, regardless of age, associated with his/her 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 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. § 5-73-120 or the individual has a valid conceal carry license and leaves the concealed handgun in the individual's locked vehicle.

*Legal Reference: A.C.A. § 5-73-119*

*A.C.A. § 5-73-120*

*A.C.A. § 6-10-130*

*A.C.A. § 6-21-101*

## **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 that is renting a school facility for a political purpose so long as the event is not during school time or the employee takes personal or vacation leave, with prior approval of his/her supervisor, for the time the employee is attending the event.

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 subject to disciplinary action up to recommendation 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 § 2A.C.A. § 7-1-103  
                                  A.C.A. § 7-1-111  
                                  A.C.A. § 21-8-402

## **7.12 Expense Reimbursement**

Reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by district employees and/or members of the Board of Directors on behalf of the district shall be done according to the following guidelines. 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. Employees are only eligible for reimbursement for travel expenses for travel which has been approved in advance. 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. All reimbursements must be submitted on the Pocahontas Public Schools Expense Report.

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

### **Rates for Reimbursement**

Employees are required to use school transportation unless otherwise approved by the superintendent or assistant superintendent

Mileage allowance shall be reimbursed at the state employees rate per mile with prior approval. Mileage shall be reimbursed on the basis of the shortest, most reasonable, route available.

When not provided as part of the conference or other approved reason for travel, meal expenses shall be reimbursed for

activities which last at least three (3) hours and necessitate returning to the work site later than the customary meal time or to the employee's home later than 7:00P.M. Meals shall be reimbursed for the actual expense incurred up to a limit of \$8.00 for breakfast, \$12.00 for lunch, and \$18.00 for dinner. Meal allowances for out of state travel may be reimbursed at amounts up to, but not exceeding, an additional 25% of the approved amounts.

Overnight lodging must be approved by the superintendent or assistant superintendent. 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.

1. Alcoholic beverages;
2. Entertainment expenses – including sports or sporting events or pay per view or game expenses at motels;
3. Replacement due to loss or theft;
4. Discretionary expenses for items such as clothing or gifts;
5. Medical expenses incurred while on route to or from or at the destination of the reason for the travel;
6. Optional or supplementary insurance obtained by the employee for the period covered during the travel;

Credit 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

All airline flights shall be by coach/economy class. Receipts are necessary to be reimbursed for airport parking. Upon arrival, the employee is expected to take the less expensive option between a taxi and an airport shuttle service to his hotel or meeting site. Receipts are necessary to be reimbursed. 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. A receipt is necessary to be reimbursed. The district shall not reimburse for any kind of rental car supplemental insurance.

### **7.13 Federal Government Grant Funds**

The superintendent or his/her designee shall develop procedures governing the procurement, use, management, and disposal of goods, materials, and equipment purchased with federal grant funds. At a minimum, the procedures will cover the following topics

- Ensuring that expenditures of federal grant funds are done in accordance with the requirements placed on those funds by the federal government and/or the procurement requirements specified in Policy 7.5;
- Labeling all goods, materials, and equipment purchased with federal funds;
- Establishing adequate controls to account for their location, custody, and security;
- Annually auditing the inventory of equipment purchased with Title I funds and updating a listing of such equipment to reconcile the audit with the district's inventory system. The audit will be documented and account for any transfers and/or disposals of equipment purchased with Title I funds.

*Legal Reference: 34CFR80.3 through 80.52*

#### **7.14 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. The district shall appoint an information technology security officer (ISO) who, along with other IT staff, the superintendent and district management appointed by the superintendent shall develop the necessary procedures to create a district-wide information technology security system meeting the requirements of this policy and the standards prescribed by the Arkansas Department of Education.

The IT security system shall contain the necessary components designed to accomplish the following.

Sensitive information shall be protected from improper denial, disclosure, or modification.

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.

Traffic between internal (district) resources and external (Internet) entities will be regulated by network perimeter controls. To the extent technologically feasible, network transmission of sensitive data should enforce encryption.

User access to the district's technology system and its applications shall be based on the least amount of access to data and programs necessary to perform the user's job duties.

Student or financial applications software developed for or by the district will be tested prior to implementation to ensure data security through proper segregation of programs.

Monitoring of internal and external networks and systems will be designed to provide early notification of events and rapid response and recovery from IT related incidents and/or attacks.

Continuity of critical IT services will be ensured through the development of a disaster recovery plan appropriate for the size and complexity of the district's IT operations.

Software protection of servers and workstations will be deployed to identify and eradicate malicious software attacks such as viruses, spyware, and malware.

Legal Reference: Commissioner's Memo RT 09-008

## **7.15—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.<sup>1</sup>

“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<sup>2</sup>;

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.<sup>3</sup>

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<sup>4</sup> for no more than FMV<sup>5</sup> 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<sup>6</sup> 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 (2) 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<sup>5</sup>. 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<sup>7</sup> 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.<sup>8</sup>

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.

## **7.16 – 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<sup>1</sup> 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.

## **7.17—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" (hereinafter "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 or the safety of District students;
- Documentation related to transactions or contracts for
  - 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 Arkansas Department of 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.

- a. Board of Education Minutes – forever
- b. Personnel files – forever
- c. Student files – until the student receives a high school diploma or its equivalent, or is beyond the age of compulsory school attendance
- d. Student records of attendance/graduation – forever
- e. Financial Records – five (5) years
- f. 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
- g. 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 – Three (3) years
- h. 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
- i. Expenditures made with federal grant monies<sup>8</sup> – governed by the terms of each grant
- j. Video Surveillance Recordings – the timeline established in Policy 4.48—VIDEO SURVEILLANCE
- k. Emails – whatever the district’s policy is on this subject
- l. Documents filed with the IRS, including those required in Policy Health Care Coverage and the Affordable Care Act – four (4) years

The superintendent or designee shall be responsible for determining when there is a need to interrupt the routine destruction of records. 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.

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.<sup>12</sup> 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.

## **7.18 SERVICE ANIMALS IN DISTRICT FACILITIES**

In accordance with the provisions of the Americans with Disabilities Act, service dogs and trained miniature horses<sup>1</sup> (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.<sup>2</sup> 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.

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.

District staff (is there a better word) may ask an individual with a disability to remove a service animal from the premises if:

- (1) The animal is out of control and the animal's handler does not take effective action to control it; or
- (2) The animal is not housebroken.

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.

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.<sup>3</sup>

Legal References: 28 CFR § 35.104  
28 CFR § 35.136  
28 C.F.R. § 36.302  
A.C.A. § 20-14-304  
A.C.A. § 20-14-308

### **7.19—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. 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.

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.

Legal Reference: DESE Rules Governing Athletic Revenues and Expenditures for Public School Districts

## **7.20—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.

Option 2: The District has chosen NOT to permit the selling of advertising space on District owned school buses but may use the space provided by law to place items created by the District's information office.

Option 3: The District has chosen to use the legally provided space on District school buses for purchased advertising space and to place any items created by the District's information office.

The Superintendent shall develop procedures for soliciting proposals for advertising, as well as guidelines for the review and acceptance of advertisements.

The Board, or designee, shall approve each advertisement before it is displayed on a District bus. The Board reserves the right to reject any advertisement that it deems inappropriate for the school setting. If the District contracts with a third party for the solicitation of potential advertisers and the development of advertising programs, the District

retains the final authority to accept or reject potential advertisers and proposed advertisements.

Advertising shall be accepted solely for the purpose of generating revenue for the District transportation program and not for the purpose of establishing a forum for communication. All revenue the District receives from advertisements shall only be used to reduce District transportation costs.

Regardless of the viewpoint expressed in the advertisements, advertisements shall not be approved that are:

1. For a political candidate, political party, the adoption of any bond/budget issues, or any public question submitted at any general, county, municipal, or school election as required by A.C.A. § 7-1-111;
2. Of an obscene or pornographic nature;
3. Promoting drugs, alcohol, tobacco, firearms, or similar products; or
4. Otherwise deemed to be inappropriate for minors.

The District shall also reserve the right to reject advertising that is inconsistent with:

- a. Federal or State laws and regulations;
- b. Commissioner's memos;
- c. The First Amendment;
- d. Board policy;
- e. The District's mission, goals, standards, and curriculum; or
- f. Any content the District determines has a reasonable likelihood of exposing the District to controversy, litigation, or disruption.

A food or beverage advertisement shall not be permitted unless it satisfies the advertising requirements of the district's WELLNESS POLICY.

Acceptance of an advertisement on District school buses shall not constitute approval or endorsement of any product; service; issue; organization; activity; or position referenced in the advertisement, nor shall acceptance of advertising from a vendor determine whether the District will purchase goods or services from the vendor through the District's procurement process in Policy 7.5—PURCHASES AND PROCUREMENT.

The Board has the authority to terminate advertisements on school buses at any time. The Board may, at its sole discretion, cease to allow the display of any previously approved advertisement if it finds the advertisement to have become inappropriate due to changing circumstances.

Approved advertisements may be placed:

- On the rear quarter-panels of the exterior of the bus,
- At least three inches (3") behind the rear wheel and not closer than four inches (4") from the lower edge of the window line;
- At least three inches (3") from any required letter, lamp, wheel well, reflector, or emergency exit; and
- Within a block no larger than thirty inches (30") in height and sixty inches (60") in length.

Any reflective tape between the floorline and beltline of the bus that is covered by an advertisement will be replaced by placing reflective tape either above or below the advertisement. No brackets or hardware shall be applied to the bus to hold advertisements.

Advertisements must be of a durable printed material. In order to not create a handhold or present a danger to pedestrians, the advertisement shall not:

- Intentionally extend from the body; or
- Extend from the body due to damage.

All advertisements shall contain the phrase "Paid advertisement" in a place, font, color, and size that it may be easily read from a distance of at least ten feet (10').

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

## **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 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 constructed through the use of at least 505 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.

## **7.22 ANNUAL RISK ASSESSMENT POLICY**

The administration of the Pocahontas School District is responsible for establishing and maintaining effective internal control over financial reporting which includes safeguarding of assets and compliance with applicable laws and rules.

The Pocahontas School District shall conduct an annual risk assessment of the effectiveness of the district's internal control, over financial reporting, in accordance with OMB Circular A-123.

Based on the results of the risk evaluation, the district will make a determination as to whether reasonable assurance can be provided that internal control over financial reporting, as of June 30 of each year, was operating effectively and whether any material weaknesses were found in the design or operation of the internal controls over financial reporting. Should a material weakness be identified, corrective action to remedy the weakness will be implemented by the district.

## **7.23 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<sup>1</sup>

Excess 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:

1. What, how much and when excess food donations are made;
2. Who picks up the excess food for the nonprofit partner, including a signature along with the date and time of the pick up; and
3. Signature of the child nutrition staff when excess food is donated to the nonprofit partner.

Following the donation of excess food, the Director shall:

- a. Monitor excess food donations;
- b. Report excess food cost to administration; and
- c. 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<sup>2</sup> 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:

Last Revised:

## **7.24 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:

1. Who contracts with the District to operate a school bus for at least seven hundred twenty (720) hours during the school year;
2. Whose primary source of income during the school year is obtained by operating a school bus for the District; or
3. 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:

- a. In a position<sup>1</sup> requiring on average thirty (30) hours of actual performance per week during the annual school year; or
- b. 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;<sup>2</sup> 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.<sup>3</sup> 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.<sup>4</sup> 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<sup>5</sup> 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).<sup>6</sup>

### **District Contribution to Premiums**

At a minimum, the District shall distribute the statutorily required contribution rate to all employees 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.<sup>7</sup> 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:<sup>8</sup>

- 1) Completes his/her contract with the District;
- 2) Provides the District with notice that the employee is transferring to another district by no later than the Friday following the last student contact day<sup>9</sup>;
- 3) Provides the District with proof of employment at another Arkansas district; and
- 4) 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<sup>10</sup> of both July and August.

### **Measurement Method of Employee Hours<sup>3</sup>**

Option 1: The District uses the look-back method for determining if an employee qualifies as a full-time employee.<sup>3</sup>

Option 2: The District uses the monthly measurement method for determining if an employee qualifies as a full-time employee.<sup>3</sup>

### **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".<sup>11</sup>

### **IRS Returns**

The District will electronically file with the IRS by March 31 of each year the forms<sup>12</sup> 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<sup>13</sup> 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 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).

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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>.

<sup>4</sup> 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.

<sup>5</sup> 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.

<sup>6</sup> A consumer-driven health plan option is a health insurance plan that qualifies as a high deductible 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 vendors to speak with the district's employees.

<sup>7</sup> 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.

<sup>8</sup> 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:

- a) 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.
- b) 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 the employee is transferring from indicate in the EBD task for employee termination that the reason for their termination is due to a transfer and have their 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.

<sup>9</sup> 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.

<sup>10</sup> 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.

<sup>11</sup> 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.

<sup>12</sup> 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.

<sup>13</sup> 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: 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:  
Last Revised:

# **ATHLETIC POLICY**

## **Pocahontas Schools Athletic Policy**

### **8.1 Philosophy**

The Pocahontas School District is committed to developing the potential of all children. We believe that athletics are an integral part of the educational program of Pocahontas Schools.

The school board shall determine which sports Pocahontas School District will compete in. This determination will be made only after the superintendent and principals have made recommendations to the school board.

The actual administering and supervision of all athletic programs will be a function of the superintendent and his administrative staff.

The following items will briefly outline what is expected of athletic coaches and administrative personnel concerning specific areas of athletics.

### **8.2 Finances**

Budgeting - Each head coach will prepare a budget for his sport. This budget will be submitted to the athletic director no later than the end of April.

Expenses must include equipment cost, officials' fees, coaches' clinic expenses, transportation cost, and any other expenses which will be incurred by the athletic department in the operation of its program.

The athletic director will check these budgets carefully and send to the superintendent to approve them item by item.

### **8.3 Purchasing Of Equipment**

There are to be no purchases made and charged to athletics unless a purchase order form is issued. Any person who purchases any item without a purchase order is liable for payment of the items.

Request for purchase of equipment will originate with the respective head coaches. If the superintendent approves the purchase, the purchase order will be issued.

Purchases of \$10,000.00 or more will be made on competitive bids or pricing.

### **8.4 Inventories**

Each coach shall be responsible for keeping an accurate inventory of all equipment and materials for his sport.

Equipment and materials which are used in one sport will be kept on a sheet for that sport. (Football, track, basketball, baseball are separate sports and will carry individual inventories. Junior high is separate from high school.)

The athletic departments will keep one general inventory for high school and one for junior high school. This is for equipment and supplies which are not charged to any particular sport. (Weights, first aid supplies, etc.)

When new equipment is received, the head coach will put it on his inventory before he stores or issues it to players.

The superintendent and athletic director shall be notified when items are to be removed from the inventory. There shall be an explanation for the removal of any item telling why it is removed. This does not apply to consumable items such as tape.

No coach may give away or sell any item of equipment unless approved by the superintendent.

At the conclusion of a sport "season", the coach shall carefully go over his inventory and see that it is accurate and up to date. A copy of this new inventory will be filed with the superintendent and athletic director within two weeks after the season ends.

### **8.5 Issuing Equipment**

All athletic equipment is to be issued to the players on a check-out basis. A standard check-out sheet will be used to issue equipment.

Equipment lost due to negligence is to be paid for by the student. We will charge the replacement cost of the item. A student who does not pay will not be allowed to participate in any athletic program until the debt is paid.

All equipment needing repairs will be separated and the athletic director will be notified to have an estimate of repair cost developed.

### **8.6 Care and Storage of Equipment**

The head coach will see that all equipment is clean and stored in a designated area when his season ends.

### **8.7 Duties of Athletic Director**

Coordination of Junior and Senior Programs

The athletic director shall be responsible for working in collaboration with the district's coaches to coordinate the junior and senior high athletic programs. In addition the athletic director will support and evaluate all coaches.

### **8.8 Sunday Practice for All Sports**

There shall be no Sunday practice session of any athletic teams unless approved by the superintendent. Wednesday afternoon practice sessions and/or contests should conclude in time to allow athletes to attend church.

### **8.9 Schedules**

Coaches of the respective sports are responsible for scheduling. Coaches shall negotiate with the other schools to set up dates, game times, and sites. Coaches shall attempt to fill complete schedules per AAA guidelines.

Junior High B Team and 7th Grade - The Junior High B Teams shall be composed of athletes who are not able to compete in varsity games. These may be 8th or 9th grade athletes. The 7th grade program is designed to give these athletes training in basic fundamentals of football while competing in a group, which has the same physical capabilities.

Occasionally a 7th grade athlete will be able to make the B team or varsity because he has matured early.

All athletes on the Jr. B squad and 7th grade squads are to be played in every game.

The Jr. B and 7th grade schedules may begin on a week after the first Jr. High game. Coaches will attempt to schedule games as close to home as possible.

### **8.10 Contracts**

All football, basketball, and volleyball contests will be played under written contract agreements set up by the Arkansas Activities Association. This does not include golf, tennis, baseball, softball, and track.

### **8.11 Officials**

The athletic director and head coaches will contract and make verbal agreements with the officials/assigner they want to hire.

Fees to be paid officials will be set by the assigner.

Copies of all officials' contracts shall be on file with the athletic director/coach.

### **8.12 Eligibility of Players**

The athletic director and head coach of the program are responsible for checking the eligibility of all players. Coaches shall not play any athlete who is not eligible under Arkansas Activities Association guidelines. These guidelines may be found at the following web addresses:

[http://members.ahsaa.org/public/userfiles/2013-14\\_AAA\\_Handbook.pdf](http://members.ahsaa.org/public/userfiles/2013-14_AAA_Handbook.pdf)

[http://members.ahsaa.org/public/userfiles/Eligibility\\_Guid\\_ebook\\_for\\_Administrators\\_and\\_Parents.pdf](http://members.ahsaa.org/public/userfiles/Eligibility_Guid_ebook_for_Administrators_and_Parents.pdf)

Should an ineligible player be used, the athletic director shall immediately notify the principal and the AAA of the violation.

### **8.13 Admission Fees and Passes**

The admission fees for athletic events will be established by the Pocahontas School Board.

All employees for the Pocahontas School System will be issued a pass that is good for the in-season sport.

School board members will be issued a pass by the superintendent.

All athletes participating in the in-season sport will be issued a non-transferable pass by his/her coach and/or athletic director. This means any athletes who are

participating in any football program will have a pass good for any home football game. This also applies to basketball. A copy of those receiving athletic passes shall be on file in the principal's office and the athletic director's office.

The head coaches will see that those passes are given to the players prior to the first playing date.

If an athlete quits the program, he must turn in his pass.

The pass may be used only by the person it is issued to. It will be taken away if transferred or loaned.

A lost pass may not be replaced.

Cheerleaders and dance team members will receive the same type pass as the athletes under the same conditions.

Band members participating in the marching bands during football season will be issued a non-transferable pass by his/her band director and principal. This means that any student participating in a marching band will be admitted to any home football game free. This does not apply to other sports. A specific number of passes will be given to the band parents and booster clubs for concession stand workers use. It is the band director's responsibility to see that workers have those passes before each game.

A permanent pass will be given to the score-keepers, time-keepers, down's keepers, chain gang, and any other workers by the superintendent. The athletic director will submit a list of those workers to the superintendent prior to the first athletic contest.

## **8.14 Coaches Clinic**

All coaches may attend coaching clinics as approved by superintendent and athletic director.

### **8.15 Physical Examinations and Insurance**

Physical examinations by a doctor are required of all students before they can practice or participate in any interscholastic sport.

Any athlete who becomes injured, or ill, and is under the care of a doctor must have a written release, from the doctor, prior to resuming participation in athletics.

The school has an excess cost medical insurance policy, which covers all athletes participating in interscholastic sports.

### **8.16 Football**

Senior and junior high school in-season football practice shall begin on the first day that is legal according to AAA rules and regulations. AAA guidelines according to heat illness, concussion, etc. will be followed.

The athletic director, in conjunction with the other football coaches, will institute an off-season football program.

This program will be conducted during an athletic period each day and must be within the guidelines of the AAA.

The program will begin within two weeks after the regular football season is completed.

The off-season football practice will follow AAA rules and regulations.

The football coaches will make every effort to see that all athletes who participate in football are encouraged to go out for additional sports.

### **8.17 Basketball**

Off-season Program Prior to Basketball Season:

Basketball coaches will institute an off-season program.

This program will be conducted during the period two weeks following the last game to the start of the following school year.

The in-season program will begin the first day of the school year.

Junior high and seventh grade basketball programs:

The school is committed to the philosophy that athletic programs at the junior high and seventh grade levels should be so designed that the main objective is to give every athlete the opportunity to practice, play, and develop his/her potential.

The off-season program of weights, drills, and fundamentals for football and basketball players after basketball season will be under the supervision of a designated off-season program coach. One week after basketball season ends all basketball players who play football will go into the off-season football program for 10th and 11th grade athletes on Monday, Wednesday and every other Friday. These athletes in grades ten and eleven will be in the off-season basketball program on Monday and Wednesday. Athletes who play both football and basketball in 8th and 9th grade will be in the off-season football program on Monday, Wednesday and every other Friday.

Athletes in the 7th grade who play both football and basketball will be in football off-season program on Monday and Wednesday. These athletes will be in the basketball off-season on Tuesday and Thursday. On Friday, the athletes in both football and basketball will alternate Fridays from football to basketball by switching every Friday. Example: first Friday football, second Friday basketball, third Friday football, fourth Friday basketball, etc.

The basketball coaches, just like the football coaches, will make every effort to see that all athletes who participate in basketball are encouraged to go out for additional sports.

## **8.18 Track, Baseball, Volleyball, Softball, Golf and Tennis**

Ordinarily we will try to run two track meets per week.

The head football and basketball coaches are to encourage his/her athletes to participate in the spring sports.

Coaches are responsible for the operation of these programs within the regulations set forth by the Arkansas Activities Association, the district athletic policy, and as required by the administration and athletic director.

Be responsible for proper care of supplies and equipment.

Conduct program inventory at conclusion of season.

Be responsible for upkeep of playing and practice facilities.

### **8.19 Awards**

The following procedures have been established for the awarding of athletic lettering in football, basketball, track, volleyball and cheerleading:

All athletic awards must be ordered by April 18th.

First year lettermen will be awarded a letter plaque paid for by the school.

Second year lettermen will be awarded a letter plaque paid for by the school.

Third year lettermen will be awarded a plaque paid for by the Pocahontas Booster Club.

The following procedures have been established for the awarding of athletic letters in baseball, softball, golf, and tennis:

First year lettermen will be awarded a letter plaque paid for by the school.

Second year lettermen will be awarded a letter plaque paid for by the school.

Third year lettermen will be awarded a letter plaque paid for by the school.

Fourth year lettermen will be awarded a plaque paid for by the Pocahontas Booster Club.

The coaches who are involved in coaching that sport will determine who shall receive an award in any sport.

#### Requirements for Lettering in All Sports:

1. The athlete must be punctual to practice.
2. The athlete must have a good attitude.
3. The athlete must be in good standing with the coaching staff in the sport.
4. The athlete must finish the sport they start the entire season.
5. The athlete must make a contribution to the team.

#### Lettering of Managers:

Managers may letter in football, basketball, and spring sports.

The coaches of each sport will determine who receives a letter.

Manager awards will follow the same system of awards as varsity athletes.

No athlete shall receive an award unless he finishes the season in a sport. An athlete will be considered to have completed a season if a sickness or injury is serious enough that the family doctor recommends his participation cease.

### **8.20 Off-Season Program(s)**

Off-season programs will be instituted in football, basketball and other sports, as appropriate. It is mandatory that all athletes participate in the off-season program(s) if they plan to participate in a particular sport.

In-seasons and Off-seasons will be considered as follows:

<b>Sport</b>	<b>In-Season</b>	<b>Off-Season</b>
Football and Volleyball	1 <sup>st</sup> approved practice date by the Arkansas Activities Association through the last game of the season, including the state playoffs.	2 weeks after the last game of the season through the following July
Basketball (Boys and Girls)	1 <sup>st</sup> day of the school year through the last game of the season, including regional and state tournaments.	2 weeks after the last game of the season until the start of the next school year.
Spring Sports (when applicable)	1 <sup>st</sup> day of December through the last game of the season, including regional and/or state playoffs.	1 <sup>st</sup> day of the school year though the last day of November.

An exception to the above policy will be made for students if they are participating in athletics for the first time and were not eligible for participation in the preceding off-season. Once a student participates in a sport, then the off-season program is mandatory to continue participation in the football and basketball programs. This is to discourage students from participating in a sport, dropping out of the off-season program and re-entering the sport the following year.

At the same time, we do not want to discourage new students from entering the athletic program(s). Therefore, exceptions to the policy may be made based upon extenuating circumstances that would prohibit an athlete's off-season participation, i.e. medical condition, family circumstances, etc.

A student who quits a sport may return to the sport by participating in the off-season program preceding the next in-season participation.

### **8.21 Athletes Who Quit an Established Sport or Off-Season Program**

Any athlete who quits the football or basketball team during the in-season may not go into an in-season or off-season program of another sport until the completion of

the in-season of the sport that they have quit. The athlete will be assigned to study hall until the in-season of the sport that they quit is completed.

Example: An athlete quits football once practice officially begins in August. The athlete will report to study hall and remain in study hall until the football season is completed.

In addition, an athlete may not quit one spring sport, during the in-season, to go to another spring sport, in-season.

Example: An athlete, who quits baseball, during the in-season, may not go to track, during the in-season, or vice-versa.

An athlete who is dismissed from the football or basketball team for disciplinary reasons will report to study hall until the season for that sport ends.

An athlete who is removed from an athletic team by a physician may go to any program that the physician will allow.

An athlete who is cut from a sport because of inability to make the squad may transfer to another sport or off-season program.

## **8.22 Scheduling of Games**

The head coach of each sport will be responsible for scheduling. They shall negotiate with other schools to set up dates, game times, and sites. They will follow the rules set up by the Arkansas Activities Association in scheduling of games.

Travel distance to away games must be approved by building principal.

When inclement weather forces a change in playing dates, re-scheduled contests must be approved by A.D. and superintendent.

### **8.23 Practice and Interscholastic Play for Spring Sports**

Off-season practices will not involve any in season sport athletes.

All daily practice sessions will begin after school hours.

Home games and contests will start after regular school hours, except Saturday contests, district play-offs, state play-offs, and when approved by the A.D. and superintendent.

Departure time to away games must be approved by A.D. and building principal.

No games are to be played during a scheduled spring break unless the baseball, track, and softball coach receives permission from the superintendent.

### **8.24 Athlete's School Attendance**

An athlete must be present for all classes the day of an athletic event in order to be eligible for participation in the event. The athletic director will rule in cases with extenuating circumstances such as doctor's appointments, funerals, family emergencies, etc.

### **8.25 Colors of Equipment**

No changes in the colors of any equipment may be made without authorization of the superintendent. This means that the purchase of all replacement items must match existing equipment.

### **8.26 Emergency Action Plans**

All head coaches are to have an emergency action plan that meets AAA requirements. The AAA, superintendent, and athletic director must receive a copy.

### **8.27 Parent Meetings**

Board Approved 7/15/2019

Gary Cole, President

All head coaches are required to have a parent meeting, prior to the beginning of the season, to discuss athletic policy, procedures and schedules.

## **TRANSPORTATION**

### **9.1 Rules and Regulations of School Bus Drivers**

Drivers or operators of school buses shall comply with all laws and regulations pertaining to school bus operators.

Each driver should have a thorough knowledge of and feel a strong obligation to abide by state and federal law.

### **9.2 Employment and Release of Bus Drivers**

The Board of Education delegates temporary employment and release of bus driver powers to the Superintendent. Permanent employment or release is given in official school board meetings.

### **9.3 Job Descriptions**

#### 1. Transportation Director/Bus Mechanic

The school transportation director is concerned with assisting the Pocahontas Schools Administration in implementing local and state transportation policies. Specific duties of the transportation director include but are not limited to the following:

1. The Director of Transportation reports to the Superintendent.

2. Helps plan the district's transportation budget.
3. Provides a safe dependable bus for each driver.
4. Develops and implements a plan for maintenance of equipment.
5. Recruits, selects, instructs and supervises drivers and other transportation department personnel in all phases of school transportation.
  1. The Director of Transportation interviews and recommends, to the Superintendent, bus drivers to be employed.
  2. The Director of Transportation will develop an effective training program for all phases related to school bus operations from pre-trip inspection to first aide, discipline, emergency drills, etc.
6. Routes and schedules buses and assists in development and implementation of a good transportation program for school administrators, teachers and students. The Board Policies should be used as a guide in reference to routing of school buses.
7. Work with county and city officials in correcting poor road and street conditions or other problems such as seeing that persons driving vehicles that pass school buses while loading or unloading are reported to proper authorities.
8. Keeps proper records and makes necessary reports.
  1. Expiration of bus certificate
  2. Health cards and/or physical results (See Appendix R)
  3. MVR reports
  4. Accident reports
  5. Maintenance on buses, tune-up, tires, batteries, etc. (See Appendix S)
9. Supervises the implementation of an on-going evaluation plan for the school transportation operation.
10. Maintains a reasonably clean, safe maintenance shop, keeping an inventory on tools and equipment.

11. Orders parts, gas, oil and other needed supplies.
12. Will from time-to-time be responsible for other specific duties as assigned by the Superintendent as may be related to general duties.
13. Takes care of the general and preventive maintenance of buses and school vehicles.

## 2. School Bus Mechanic Assistant

The School Bus Mechanic Assistant is concerned with assisting the Transportation Director in his duties. Specific duties of the Bus Mechanic Assistant include, but are not limited to the following:

1. Will be responsible to the Transportation Director.
2. Takes care of the general and preventive maintenance of buses and school vehicles.
3. Keeps shop reasonably clean.
4. Maintains a current CDL driver's license.
5. Will act as substitute driver when Transportation Director deems necessary.
6. Will from time-to-time be responsible for other specific duties as assigned by the Transportation Director.

## 3. Bus Driver

The transportation of pupils to and from school is a necessary part of an educational program. Competent school bus drivers and standard operation of buses must be realized if a safe, efficient and economical transportation program is to be achieved.

Learning to drive a vehicle the size of a school bus is a difficult task, involving knowledge of related information, visual skills judgments, decisions and accurate responses. The way the driver performs these tasks will have a marked effect on job performance.

## 1. Driver Qualifications

No person physically defective or of unsound mind, known to be a habitual drunkard, or of immoral habits, or who has been convicted within the past five (5) years of operating a motor vehicle in a reckless manner or while under the influence of intoxicating liquor or narcotic drugs, who has a general reputation of being a fast and reckless operator of motor vehicles without regard to the rights of others, or who is less than nineteen (19) years of age shall be permitted or employed to act as operator of any school bus.

In addition to the requirements above, bus drivers shall also:

1. Authorize the school district a release of his or her traffic violation report from the State Office of Driver Services on a semi-annual basis.
2. Possess a valid Arkansas CDL driver's license.
3. Satisfactorily take and pass a series of tests as prescribed by the Arkansas State Police and the State Department of Education to determine the physical fitness and driving ability to serve as a school bus driver. (See Appendix R)
4. Satisfactorily participate in and pass a standard bus driver training and preservice-behind-the-wheel training program as prescribed by the State Department of Education. (See Appendix R)

## 2. Responsibilities of the School Bus Driver

### 1. General Instructions

1. Drivers will inspect their bus after each run to make sure no passengers remain on the bus. In the event that a passenger is left on the bus, the driver will be suspended without pay or terminated.
2. Set an example of dignified personal behavior and cleanliness and thus obtain the respect and obedience due to the driver from all pupils.

3. The driver should be a responsible friend of youth, who is friendly, fair and firm at all times.
4. No person will be hired as a bus driver who is known to drink alcoholic beverages to an excess. No driver is to drive a bus at any time if he has consumed alcoholic beverages regardless of the amount.
5. Dress should be such that proper respect is gained from the children.
6. Operate the bus in such a manner that proper care is given the bus at all times.
7. Maintain order on the bus at all times. Incidents on the bus must be reported to the student's building principal using a School Bus Incident Report to Parents as soon as possible. (See Appendix T)
8. Never allow children to extend their heads or arms out of the windows. Never allow children to work the stop arm or tamper with any of the safety devices.
9. State law requires school buses to stop before crossing all railroads.
10. Drivers must yield the right-of-way when entering any highway. Always stop the bus and check traffic before entering a highway.
11. No smoking is allowed on the bus.
12. Anytime you back your bus, you must yield the right-of-way. When possible, avoid backing school buses while loaded with children and do not back buses while on school grounds.
13. Complete your regular daily inspection check sheet as per your instructions. (Appendix U)
14. Report immediately to the Director of Transportation any repair that the bus needs.

15. Sweep the bus daily. Do not sweep trash on the ground.
16. Retain full control of the front door and its operations. Do not give this duty to a pupil.
17. The driver, while transporting pupils, shall not transport animals, firearms, ammunition, explosives, or any sharp or dangerous objects or materials.
18. As soon as possible, regulate your daily schedule to the point that there will not be more than five minutes day-to-day variation on your schedule.
19. Instruct your pupils where they are to be for pickup in the morning.
20. In case of bus trouble, stay with the bus; send an older pupil to call the Transportation Director. Do not permit pupils to walk home.
21. Conduct emergency evacuation drills as required by law. (See Appendix V)
22. Complete all paper work as required by the Transportation Director.
23. In case of bad weather, listen to KPOC for announcements concerning school. If no announcement is made, you are to assume that buses will run.
24. If for any reason, you are unable to run your route, let the Transportation Director know far enough ahead of time to get a substitute. Do not get someone to drive your bus without approval from the Transportation Director. When returning to work completes an absentee report and return to the Transportation Director. (See Appendix K)
25. Failure to do any of the above could result in disciplinary action.

#### 4. Substitute Driver

1. The Transportation Director will call substitute drivers when needed. In **NO** case may a driver employ his/her own substitute.
2. The driver is responsible for duties assigned by the Transportation Director.
3. The rules and regulations for a substitute bus driver are essentially the same as those for a regular driver.
4. The substitute drivers salary is computed by dividing the regular driver's contracted salary by the number of days students are required to be in attendance according to the school calendar for a per day average salary; then dividing the per day average by two to establish each salary per trip.

## **9.4 ROUTES**

### 1. Regular

It shall be the duty of the superintendent or his designee, to route the buses to provide the best service for the greatest number of students. A new schedule of bus routes will be issued annually.

However, routes shall be planned to provide the most economical operation of buses with distance and road conditions being the major criteria for economical routing. Every attempt will be made to get as close to each child's home as road conditions and time will permit.

The school, **NOT** the driver, shall have the responsibility of establishing bus stops. Where there are two or more families living within a given area, stops shall be so designated whereby pupils shall be at the designated point for bus pickup.

Factors such as visibility and traffic safety are to be considered when planning stops.

**DO NOT** change a route in any manner unless the change is approved by the Transportation Director. The only exception to this could be dangerous roads or detours.

### 2. Bad Weather Routes

During bad weather the district may run a bad weather schedule for buses. Radio announcements will be made in advance when the bad weather schedule will be in effect. Pickup stations may vary because of shortened bus runs. If the bad weather schedule for buses is not announced, all buses will make their regular bus runs. A new bad weather bus schedule will be issued annually.

### 3. Activity Trips

Each driver who wishes to drive on activity trips must inform the Transportation Director that they would be interested in driving such trips. The Transportation Director will make assignments of scheduling drivers for activity trips.

#### 1. Salaries

1. \$7.50 to be paid for pre-inspection of an activity trip and minimum wage, per hour, while on the trip.
2. For overnight trips (24 hrs.), drivers will be paid minimum wage, per hour, for the entire number of hours the driver is "on call" plus expenses per district rate. However, if the driver is allowed time to sleep (at least five hours and no more than eight hours) and is provided a place to sleep, the driver will not be compensated for the sleep time.

#### 2. Responsibilities

##### 1. Teacher or Sponsor

1. Make trip request to principal at least five (5) days in advance.
2. There must be one teacher or a volunteer approved by an administrator on the bus for the entire trip. The sponsor is responsible for discipline of students on the bus.
3. Any damages to the bus will be reported to the Transportation Director and the organization must pay for damages.
4. Policies for student riding school buses as outlined in the student handbook will apply.

5. Sponsor or teacher is responsible for the destination time of the trip.
6. Sponsor or teacher must complete the Pocahontas Public Schools Activity Trip Report Form before departing on the trip. (See Appendix W) The Sponsor or teacher must:
  1. Assign every passenger to an assigned seat.
  2. Complete all information on the form and check for accuracy.
  3. Place the yellow copy of the form under the door at the central office before departure.
2. Principal
  1. After receiving and approving the travel request, the principal must submit the request to the Superintendent.
  2. The principal is responsible to know who is actually going on a trip (this includes the sponsor(s) as well as the students).
3. Transportation Director
  1. After receiving the approved travel request, the Transportation Director is responsible for selecting the driver and determining the routes the driver is to travel. (See Appendix X)
  2. The Transportation Director is responsible for preparing the bus or van for activity trips.
  3. The Transportation Director is responsible for safety inspection of the activity vehicles.
  4. The Transportation Director is responsible for maintaining all activity trip records.
  5. The Transportation Director is responsible for submitting copies of trip records to the central office.
4. Driver

1. The driver is **NOT** responsible for student behavior. However, if student misconduct creates an unsafe condition the driver may ask the sponsor for assistance. If conditions do not improve the driver has the right to park the bus in a safe area until conditions are safe to continue the trip.
2. The driver must follow the route the Transportation Director has selected and give this information to the sponsor before departure so that the sponsor can complete the Pocahontas Public Schools Activity Trip Report Form. (Appendix W)
3. The driver must follow all laws and safety rules while driving the bus.
4. Return the Driver's Activity Trip Report to the Transportation Director as soon as possible after completing the trip. (See Appendix X)

## **9.5 MAINTENANCE**

### 1. Bus Maintenance

A preventive maintenance program is based on regular inspections. It is better to make a simple repair when it is first discovered than it is to wait until a major repair is necessary.

The bus driver can assist in preventive maintenance by reporting, as soon as discovered, items such as uneven tire wear, loose seats, cuts or broken upholstery, noisy brakes, radiator seep, or unusual noise.

### 2. Daily Maintenance Responsibility

1. Check the inside of the bus for mislaid books and clothing; store them to be returned to their owners on the next trip.
2. Sweep the floor of the bus; do not sweep trash onto the bus parking lot.
3. Sweep steps of bus.
4. Check seats of bus for damage to them.

5. Readjust mirrors, driver's seat and vents as needed.
6. Switch off warning lights.
7. Follow authorized pre-trip inspection daily.

## **9.6 WHAT TO DO IF...**

### 1. You are Involved in an Accident:

1. In case there is injury to a passenger, notify the ambulance service first and then the school superintendent.
2. Take necessary precautions to protect the lives and safety of your passengers at the scene of the accident.
3. Remain at the scene.
4. Information such as names, addresses, location, time, road, and weather conditions should be obtained.
5. Report the accident immediately to the proper law enforcement agency.

### 2. You Receive a Citation for a Traffic Violation:

1. Report the traffic violation to the Transportation Director.

### 3. Your Bus Has a Mechanical Breakdown:

1. Call the transportation number at 870-892-0196 during school hours.
2. Call the Transportation Director's home number at 647-2485 after hours.

### 4. You Have a Student Who Warrants Discipline:

1. Fill out the "School Bus Incident Report to Parents" form. (Appendix T)
2. Submit the form to the student's principal. He will be working with you and will report back to the Transportation Director concerning the incident.

### 5. Your Bus Requires Repair Work:

1. Notify the Transportation Director

6. You Are Unable to Drive Your Route Due to Sickness or Other Reasons:

1. Call the Transportation Director as much in advance as possible.

## **9.7 POLICIES AND UPDATES**

1. Emergency Evacuation Drills

Due to the increased number of pupils being transported in present-day traffic with potential increases in accident hazards, there is a need to instruct pupils to vacate a school bus in case of an emergency. Since the bus driver is responsible for the safety of the pupils, he/she must direct the emergency drill. Important factors pertaining to school bus evacuation drills are:

1. Safety of children is most important and must be considered first. There is possible danger when a child jumps from the rear emergency door exit.
2. Drills should be held on school property or a designated area by the Director of Transportation and not on bus routes.
3. Emergency drills should be organized in a manner similar to fire drills held regularly in schools.
4. Emergency drills should be held regularly, at least twice a year or perhaps more often during fall and spring months, and preferably when the bus arrives at the school building.

There are several different drills:

1. Everyone exits through the rear emergency door.
2. Everyone exits through the front entrance door.
3. The front half exits through the front door and rear half exits through emergency door.
5. The driver should stay in the bus during evacuation drills. He should be sure that the emergency brake is set, ignition off, and transmission in gear.

6. Do not permit children to take lunch boxes, books, etc., with them when they leave the bus.
7. Station two older students outside the emergency door to help the smaller students exit the bus.
8. The pupils should go to a distance of at least 100 feet from the bus in an emergency drill and remain there in a group until given further directions by the driver.
9. All children should be given an opportunity to participate, including those children who only ride a bus on special trips.
10. Complete report pertaining to the evacuation drills (See Appendix V) and returns it to the Transportation Director.

## 2. Legislative/DESE Regulation Updates

**Act 757** mandates that each school application form contains a fair credit and reporting statement "By my signature I hereby give the school administration approval to obtain a moving vehicle report on my driving record. Also, I hold free from liability the school district, its employees, or anyone giving information as to my reputation, employment, or health history". A blank copy of this form must be mailed with a list of drivers to the Office of Driver Service. This check on driver's record shall be made twice each year, and we suggest in September and January. A driver cannot be hired as a permanent employee until these checks have been made, and the driving record evaluated according to Section 1 of this Act. The school district shall maintain a file on the driving record of each driver.

### **Act 1744 - An Act to Require Students to be Seated While the School Bus is Moving**

Section 1 (a) The driver of a school bus shall not operate the school bus until every passenger is seated.

(b) As used in this section, "school bus" shall mean any vehicle being used to convey children to and from school and which is marked in both front and rear with the words "SCHOOL BUS" in plain lettering, readable in daylight at a distance of at least two hundred feet (200') from such vehicle.

(c) The superintendent of each public school in this state shall be responsible for ensuring that no school bus is scheduled to transport more students than can be reasonably seated in the school bus.

(d) Any superintendent who knowingly violates subsection (c) of this act shall be guilty of a misdemeanor, and upon conviction shall be fined not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00).

**Act 216 of 2001 - An Act to Comply with Federal Regulations Requiring the Disqualification of Commercial Motor Vehicle Drivers for Violating Railroad Crossing Laws**

Section 1. Arkansas Code 27-23-112, pertaining to the disqualification of commercial drivers, is amended by adding an additional subsection to read as follows:

(h) Disqualification for railroad-highway grade crossing violation.

(l) A driver who pleads guilty, nolo contendere or is found guilty of operating a commercial motor vehicle in violation of federal, state, or local law or regulation pertaining to one (1) of the following offenses at a railroad-highway grade crossing shall be disqualified in accordance with subdivision (h)(2):

(A) For drivers who are not required to always stop, failing to slow down and check that the tracks are clear of an approaching train.

(B) For drivers who are not required to always stop, failing to stop before reaching the crossing, if the tracks are not clear;

(C) For drivers who are always required to stop, failing to stop before driving onto the crossing;

(D) For all drivers, failing to have sufficient space to drive completely through the crossing without stopping;

(E) For all drivers, failing to obey a traffic control device or the directions of the enforcement official at the crossing; and

(F) For all drivers, failing to negotiate a crossing because of insufficient undercarriage clearance.

(2) Duration of disqualification for railroad-highway grade crossing violation.

(A) First violation: A driver shall be disqualified for at least sixty (60) calendar days pleads guilty or nolo contendere to, or is found guilty of, a first violation.

(B) Second violation: A driver shall be disqualified for at least one hundred and twenty (120) calendar days if the driver pleads guilty or nolo contendere to, or is found guilty of, a second violation within any three-year period.

(C) Third or subsequent violation: A driver shall be disqualified for at least one (1) year if the driver pleads guilty or nolo contendere to, or is found guilty of, a third or subsequent violation within any three-year period.

**Act 1253 of 2001. An Act Concerning School Bus Driver Eligibility to Participate in the Public School Employees Insurance Program**

Section 1. 6-17-1116. Arkansas Code 6-17-1116 is amended to read as follows: School bus drivers.

(a) For the purposes of this section, a full-time school bus driver is:

- (1) A person who contracts with a public school district to operate a school bus for at least seven hundred twenty (720) hours during the school year; or
- (2) A person whose primary source of income during the school year is obtained by operating a school bus for a public school district; or
- (3) A person who contracts with a public school 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 contracted.

(b) All full-time school bus drivers who are not under current law eligible to participate in the public school employees insurance program provided for by 6-17-1109 and 6-17-1111 -- 6-17-1115 shall hereafter be eligible to participate in the program provided that they pay all costs associated with participating in the program unless the employing school district opts to pay all or a portion of that cost.

**Governing Mobile Phone Usage by School Bus Drivers**  
(DESE Regulations)

1.0 Regulatory Authority

1.01 These Rules and Regulations shall be known as the Arkansas Department of Education Rules and Regulations Governing Mobile Phone Usage by School Bus Drivers.

1.02 These regulations are enacted pursuant to the authority of the State Board of Education under Ark. Code Ann. '6-19-101.

2.0 Purpose of Regulations

The purpose of these regulations is to prohibit the use of a mobile phone while operating a school bus.

3.0 Definitions

3.01 "School Bus" - For purposes of this regulation, a school bus means every motor vehicle owned by a public or government agency and operated for the

transportation of children to or from school or privately owned and operated for compensation for the transportation of children to or from school or school sponsored activity.

3.02 "School Bus Driver" - Anyone operating a vehicle that meets the definition of a school bus.

3.03 "Mobile Phone" - Any wireless communication device used to make or receive telephone calls, including hands free headphones.

#### 4.0 Requirements

4.01 Mobile phones shall not be used by the bus driver while the vehicle is in motion or stopped for a traffic-signaling device.

4.02 Usage shall only be when the school bus is safely off the roadway with the parking brake engaged.

4.03 Only district authorized mobile phones shall be operated on an Arkansas school bus.

4.04 The Arkansas Association of Pupil Transportation shall emphasize this prohibition in its annual school bus driver training.

#### 5.0 Penalty

In compliance with the procedures established in Ark. Code Ann. '6-17 Subchapter 17 (Repl. 1999), if a school bus driver violates this regulation, the school superintendent shall impose the appropriate discipline or penalty, as approved by the local board.

### 3. Bus Driver Liability

The driver or operator of a bus used for the transportation of school children to and from school or to and from other school activities as declared by the school district board of directors to be school activities shall be liable in damages for the death of or injury to any school child resulting from failure of the driver or operator to use reasonable care while transporting pupils.

### 4. Bus Drivers - Transporting Materials

In transporting hard materials inside the bus, it must be covered, secured, and located so as not to block aisles or exits.

## **9.8 Department of Transportation Alcohol and Drug Testing**

The Pocahontas School Board, in order to comply with Department of Transportation's (DOT) mandated alcohol and drug testing, hereby directs that all employees required to have a commercial driver's license (CDL) must be tested. This includes all part-time, substitute, activity drivers and school bus aides. Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the employee's signing an authorization for the request for information by the district from the commercial Driver Alcohol and Drug Testing Database. Any violation of this policy shall be considered willful neglect of duty.

### 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").

### Definition

Safety sensitive function includes:

1. All time spent inspecting, servicing, and/or preparing the vehicle;
2. All time spent driving the vehicle;
3. All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
4. All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

### Requirements

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

1. Random tests;

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

### Prohibitions

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

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

### Testing for Cause

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two(32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately

receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

### Refusal to Submit

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

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

### Consequences for Violations

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety-sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.<sup>1</sup>

Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, 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 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 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.

# **CLASSIFIED PERSONNEL**

## **10.1 Classified Personnel Employment and Salary Schedule**

All prospective employees must fill out an application form provided by the district, in addition to any resume provided, all of which information 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 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.

It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check. All classified employees shall complete, at District expense, a criminal records background check and Child Maltreatment Central 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 (1) year for teachers who are already licensed or employed as a teacher under a waiver from licensure.<sup>2</sup>

Before the superintendent may make a recommendation to the Board that an individual be hired by the District, the superintendent shall check the Arkansas Educator Licensure System to determine if the individual has a

currently suspended or revoked teaching license or a current Level 3 or Level 4 public notification of ethics violation. 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. An individual with a current Level 3 or Level 4 public notification of ethics violation shall not be recommended for employment by the District.

All employees or new employees shall be recommended to the Board of Directors by the superintendent for employment. Should a person recommended by the superintendent of schools be rejected by the Board of Directors, it shall be the duty of the superintendent to make another recommendation.

The Pocahontas School District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, disability.

In accordance with Arkansas law 14, the District provides a veteran preference to applicants who qualify for one of the following categories:

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

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

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

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

1. Indicate on the employment application the category the applicant qualifies for;
2. Attach the following documentation, as applicable, to the employment application:
  - 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.

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: Arkansas Department of Education Rules Governing Background Checks  
Arkansas Department of 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

## **10.2 Salary Schedule**

State law requires each District to include its classified 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 classified 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, signed by the president of the school board, 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.

Appendix C Food Service Salary Schedule

Appendix D Maintenance/Custodian Salary Schedule

Appendix D Secretarial/Clerical/Teacher Aides Salary Schedule

Appendix D LPN Salary Schedule

Bus Drivers \$9466 per year

RN Salary As determined by the Pocahontas School Board

Technology Supervisor/Aide - As determined by the Pocahontas School Board

Supervisors (Cafeteria, Maintenance, Bookkeeper, Transportation) - As determined by the Pocahontas School Board

### **10.3 Noncertified Personnel Evaluations**

Noncertified 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.

### **10.4 Evaluation of Noncertified Personnel by Relatives**

No person shall be evaluated by any relative, by blood or marriage, including spouse, parent, child, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, or first cousin.

### **10.5 Classified Personnel Vacations**

All 240 day contracted employees accumulate 10 days of vacation during each fiscal year. This is based on the assumption that a full contract year will be worked. All vacation time must be approved, in advance to the extent practicable, by the superintendent or designee.

Vacation days must be used no later than the following contract year or may be converted to sick leave at the end of the following fiscal year, if not used. Under no conditions can vacation days be accumulated or rolled forward as vacation days past the following fiscal year of which the days were

accumulated. Earned but unused vacation (not to exceed 10 days) will be paid upon resignation, retirement, termination, or nonrenewal at the employee's current daily rate of pay prorated according to the percentage of contracted days completed.

Any 240 day contracted employee desiring to attend summer school must submit a written request to the superintendent prior to the regular April board meeting. This also applies to any employee who desires to be in school during the summer if the schooling runs into any of his contracted work time. 240 day contracted employees granted a leave to attend summer school are not entitled to a vacation.

## **10.6 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.<sup>1</sup>

### **Scope of Policy**

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

- 1. The employee shall possess a current commercial vehicle driver's license for driving a school bus;

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

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

- The district receiving a negative drug test result for that employee;<sup>4</sup>
- The employee submitting an electronic authorization through the Clearinghouse for the District to run a full query of the employee's information in the Clearinghouse; and
- The employee's signing a written authorization for the District to request information from:
  - The Database;<sup>5</sup> and
  - Any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two (2) years prior to the date of the employee's application.

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

### **Methods of Testing**

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

### **Requirements**

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

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

### **Prohibitions**

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

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

### **Testing for Cause**

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an accident for which they receive a citation for a moving traffic violation if the

accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.<sup>7</sup>

## **Refusal to Submit**

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

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

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

## **Consequences for Violations**

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.<sup>8</sup>

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

before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver the Superintendent or his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of twenty-four (24) hours from the time the observation was made triggering the driver's removal from duty.

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

### **Reporting Requirements**

The District shall report the following information about an employee who performs safety-sensitive functions to the Clearinghouse by the close of the third (3rd) business day following the date the District obtained the information:<sup>9</sup>

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 specimen, 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:<sup>10</sup>

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 3.48. If you change this policy, review 3.48 at the same time to ensure applicable consistency between the two.

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

testing company to administer the tests, give your drivers a copy of the test administration procedures.

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

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

Give a copy of this policy to your drivers.

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

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

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

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

<sup>4</sup> 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.

<sup>5</sup> 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.

<sup>6</sup> 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.

<sup>7</sup> 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.

<sup>8</sup> The drivers required to have a teaching license as a prerequisite for their job are covered by Policy 3.48. 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.

<sup>9</sup> 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-sensitive 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.

<sup>10</sup> 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:  
Last Revised:

## **10.7 Noncertified Employee Sick Leave**

### Definitions

1. "Employee" is a full-time employee of the district.
2. "Sick Leave" is absence from work due to illness, whether by the employee or a member of the immediate family (spouse, children, parents on both sides, sister and brothers on both sides, sister-in-law, brother-in-law, grandparents on both sides and grandchildren) or due to a death in the family.
3. "Current Sick Leave" means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month or major part thereof.
4. "Accumulated Sick Leave" is the total of unused sick leave, up to a maximum of one hundred twenty (120) 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.

### Sick Leave

The superintendent 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 superintendent.

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. Except for bonding time, documentation shall be provided by the employee upon request.

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

If the superintendent has reason to believe that there has been a misuse of sick leave, the district may require a written statement of the employee's physician. Failure to provide such documentation of illness may result in sick leave not being paid.

Should an employee be absent frequently during a school year, and if such a pattern of absences continues, or is reasonably expected to continue, the superintendent may relieve the employee of his assignment (with board approval) and assign the employee substitute duty at the contract's daily rate of pay. The employee will report for substitute duty when able. When not able, the employee will be charged a day of sick leave if leave is

available. When able to report to work, the employee will be reinstated to his former position.

Sick leave days shall be credited to the sick leave account of each employee on a one sick day per contracted month, or major portion thereof. A month of work is considered twenty (20) days.

Such leave shall be in force beginning with the first day of the first school term for which each teacher is employed.

An employee who has been out of work will fill out an absentee form (Appendix K) that can be secured from the principal's office or supervisor. The form will include the date of the absence, the reason for the absence and the employee's signature. Failure to secure and fill out the absentee form within five (5) working days may result in the employee being docked a day's rate of pay unless an extension is granted by the superintendent. Falsifying an absentee form may result in the dismissal of the employee.

The superintendent is authorized to allow an employee to charge more than one day of personal business per year to sick leave in extenuating circumstances. The superintendent shall consider each request individually and handle it on its own merits.

An employee may use accrued sick leave for personal reasons according to the following schedule:

<u>Minimum Accrued Sick Days</u>	<u>Personal Days Per Year</u>
1--9	1
10	2
25	3
40	4
55	5

The term "accrued" is to be defined as follows: Those sick days that are carried over from the previous year. Employees shall be provided with a record of unused sick leave at the beginning of each school year.

Written advanced approval is required by the superintendent's office for the following personal days:

1. Those taken during staff development;
2. Days immediately preceding and immediately following holidays (i.e. a day on which one does not go to work, with the exception of regular two-day weekends of Saturday and Sunday); and
3. When two or more consecutive personal days are taken at one time.

Personal leave days used in lieu of sick leave will be deducted from the employee's sick leave total.

An employee may use any amount up to his total number of accumulated days of sick leave without fear of dismissal or change of status.

### Catastrophic Illness

A classified staff member who has a catastrophic illness as attested to by two medical doctors may be given up to 30 days sick leave with pay after the depletion of any accumulated sick leave. The decision for the extension will be made by the superintendent upon approval by the board. Benefits will be paid from the salary fund.

Examples of catastrophic illness are, but not limited to the following:

A. Terminal or degenerative type condition

1. Cancer
2. Heart Attack
3. Stroke

B. Disabling or crippling accident

1. Inability to walk
2. Loss of motor skills as to render immobile

C. Degenerative disease

1. Multiple Sclerosis
2. Cerebral Palsy
3. Muscular Dystrophy

An employee may apply for catastrophic illness when it becomes evident that his/her medical illness has progressed to the point that catastrophic leave is necessary. The catastrophic leave can only be granted one time in any one school year.

### **10.8 Volunteer Sick Leave Bank**

The "Volunteer Sick Leave Bank" is intended to cover situations which involve immediate family members, as opposed to "Catastrophic Leave", which covers district employees themselves. For the purpose of this policy, immediate family member is defined as the employee's spouse, child, parent, or any other relative living in the same household as the employee for whom the employee is a primary caregiver.

Participation in the bank is voluntary on an annual basis and only those employees who contribute to the sick leave bank shall be eligible to withdraw from the sick bank. For an employee to participate, a one-time, one (1) day contribution will be placed in the bank each fiscal year. Notification of participation must occur by September 30 of each year. Participants must submit a signed agreement, provided by the district's designated staff member, authorizing the contributed day. Once this authorization is submitted, participation shall be continuous unless the district's designated staff member receives a written request from the participant, by September 1 of the year in which they no longer wish to participate, requesting withdrawal from the sick leave bank. Days contributed to the bank prior to withdrawal will not be returned to the participant.

If at the end of any fiscal year, the total number of days in the bank exceeds 250 days, those members participating in the Sick Leave Bank will be granted one (1) free year of coverage. In the event that the number of days in the bank are depleted in any given year, participating members may be assessed one additional sick day.

A participating member who has a family member, as defined above, have a catastrophic illness, as attested to by two (2) medical doctors, may apply for Sick Leave Bank days in writing to the superintendent. A member may request up to 30 days for each catastrophic occurrence during a fiscal year.

Examples of catastrophic illness are, but not limited to the following:

A. Terminal or degenerative illness, but not limited to the following:

1. Cancer
2. Heart Attack
3. Stroke

B. Disabling or crippling accident

1. Inability to walk
2. Loss of motor skills as to render immobile

C. Degenerative disease

1. Multiple Sclerosis
2. Cerebral Palsy
3. Muscular Dystrophy

An employee is not deemed eligible to make application to receive donated days until he/she has used all previously accumulated leave (i.e. sick, free, personal and/or vacation days).

In addition, an employee may also request days if they have been granted Catastrophic leave and have depleted those days. A participating staff member requesting days from the sick leave bank, after the depletion of Catastrophic leave, may be given up to thirty (30) days in one (1) calendar school year.

This policy is not to supplement the Family Medical Leave Act (FMLA) but will be in lieu of it. If less than thirty (30) days or six (6) weeks is used under this donated policy, the balance can certainly be requested under the FMLA at the employee's discretion.

A licensed employee suffering a Workman's Compensation injury is ineligible to receive donated days under this policy.

### **10.9 Payment for Unused Sick Leave upon Retirement**

Employees who retire from the Pocahontas School District with 14 years of service in the district and who will be eligible to receive retirement benefits from the Arkansas Teacher Retirement System or Arkansas Public Employees Retirement System with no reductions, or employees at any age with 28 years of service under the ATRS or APERS with the last 14 years in the Pocahontas School District will be paid for unused sick leave up to 90 days. The rate of pay will be based on the substitute pay scale. The payment for unused sick leave is a one-time option for all employees who qualify.

Employees who qualify to have his/her unused sick leave purchased and also choose to become a first year participant in the ATRS T-Drop program or the APERS-Drop program may pick one of the following options:

A. Within 30 days of the commencement of participation in the Teacher Retirement Deferred Option Plan (T-Drop) or the APERS-Drop plan, an employee may elect to be paid for any portion (up to 90 days) of his/her accumulated sick leave, that exceeds 30 days, prior to retirement date so the payment will count toward the highest three-year average salary for his/her final annuity calculation. However, pursuant to Act 638 of 1995, the current year's salary used in computation of retirement benefits shall not exceed one hundred ten percent (110%) of the previous year's salary. The rate of pay will be based on the substitute pay scale. The amount of payment will be calculated for T-Drop and APERS-Drop purposes only as an addition to the current salary and will not be a part of the contract. Employees who choose to be paid for unused sick leave under this option will retain the accrual power of the days sold in the calculation of personal days per year.

In addition, employees choosing this option may retain any unused sick days that are not purchased by the district. Upon retirement, the employee may sell any unused sick days (up to 90 days less those sold when initially choosing option "A"). Payment will be based on the certified substitute pay scale.

B. The employee may choose to wait until they retire at the completion of the T-Drop or APERS-Drop program.

### **10.10 Noncertified Personnel Leave – Injury from Assault**

Any staff member who, while in the course of their employment, is injured by an assault or other violent act; while intervening in a student fight; while

restraining a student; or while protecting a student from harm, shall be granted a leave of absence for up to one (1) year from the date of the injury, with full pay.

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

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

*Legal Reference: A.C.A. § 6-17-1308*

### **10.11 Noncertified Employees Professional Leave**

"Professional Leave" is paid leave granted for the purpose of enabling an employee to participate in professional activities (e.g., workshops or serving on professional committees) which improve the instructional program or the employee's ability to perform his duties. 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.

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.

During such approved leave, the employee's pay shall not be deducted. If a substitute is needed during such approved leave, the District shall pay the full cost of the substitute.

Budgeting concerns may always be taken into consideration in reviewing a request for professional leave.

### **10.12 Public Office – Noncertified 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.

Cross Reference: Policy # 8.17—Noncertified Personnel Political Activity

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

### **10.13 Jury Duty – Noncertified 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, 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/her supervisor in order to confirm the reason for the requested absence.

Legal Reference: A.C.A. § 16-31-106

### **10.14 Overtime, Comptime, and Complying with FLSA**

The Pocahontas 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. 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 rate of pay either monetarily or through compensatory time off.

#### 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:

- A. 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
- B. 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 workweek.

"Regular Rate of Pay" includes all forms of remuneration for employment and shall be expressed as an hourly rate. 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.<sup>3</sup> 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.

### Employment Relationships

The District does not have an employment relationship in the following instances.

1. Between the District and student teachers;
2. Between the District and its students;
3. 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.

- a. 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.
- b. 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 and shall be paid for all hours worked each workweek. Employees shall accurately record the hours they work each week.

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. 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.

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.<sup>K</sup>

Meal periods which are less than thirty (30) minutes in length or in which the employee is not relieved of duty are compensable.<sup>4</sup> 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. 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.

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). 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).

Provided the employee and the District have a written agreement or understanding before the work is performed, 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. 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). 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.

1. The average regular rate received by the employee during the last 3 years of employment. Or
2. The final regular rate received by the employee.

#### 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 superintendent or assistant superintendent 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.

#### Record Keeping and Postings

The District shall keep and maintain records as required by the FLSA for the period of time required by the act.

The District shall display minimum wage posters where employees can readily observe them.

#### Cooperation with Enforcement Officials

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:

- a. Investigating and gathering data regarding the wages, hours, and other conditions and practices of employment;
- b. Entering, inspecting, and/or transcribing the premises and its records;
- c. Questioning employees and investigating such facts as the inspectors deem necessary to determine whether any person has violated any provision of the FLSA.

**Notes:** <sup>1</sup> The DOL does not recognize leave in the form of "days" for hourly employees even though that is how Arkansas law (ACA § 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.

<sup>2</sup> 29 CFR § 516.2 –516.9 and 29 CFR § 553.50 list the records that are required to be kept. These are included in the accompanying material.

<sup>3</sup> 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/esa/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 CFR § 778.218(a)  
**E:** 29 CFR § 778.105  
**F:** 29 USC § 213(a), 29 CFR §§ 541 et seq.  
**G:** 29 USC § 207(e), 29 CFR § 778.108  
**H:** 29 CFR §§ 785.9, 785.16  
**I:** 29 CFR § 5516.2(7)  
**J:** 29 CFR §§ 785.1 et seq.  
**K:** ACA § 6-17-2205  
**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)

## 10.15 Noncertified Personnel Outside Employment

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

The superintendent, or his/her 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*

### **10.16 Noncertified Personnel Reimbursement of Travel Expenses**

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

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

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

Cross Reference: Policy # 7.11

### **10.17 Noncertified 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.

Legal Reference: A.C.A. § 6-21-609

### **10.18 Dress of Noncertified Employees**

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

### **10.19 Noncertified Personnel Political Activity**

Employees are free to engage in political activities outside of work hours and to the extent that it does not affect the performance of his/her duties.

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

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

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

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 ten 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 ten-day requirement does not apply to grievances concerning back pay.) If the grievance is not advanced to Level Two within ten 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 ten 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 superintendent.

Level Two: 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 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 ten 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 ten 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 refile their grievance as an individual grievance beginning with Level One of the process.) 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. 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*

## **10.21—NON-LICENSED PERSONNEL SEXUAL HARASSMENT**

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

The District believes the best policy to create an educational and work environment free from sexual harassment is prevention; therefore, the District shall provide informational materials and training to students,

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

"Sexual harassment" means conduct that is:

4. Of a sexual nature, including, but not limited to:
  - e. Sexual advances;
  - f. Requests for sexual favors;
  - g. Sexual violence; or
  - h. Other personally offensive verbal, visual, or physical conduct of a sexual nature;
5. Unwelcome; and
6. denies or limits a student's or employee's ability to participate in or benefit from any of the District's educational programs or activities or employment environment through any or all of the following methods:
  - d. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
  - e. 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
  - f. Such conduct has the purpose or effect of substantially interfering with an individual's academic or work performance or creates an intimidating, hostile, or offensive academic environment.

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

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

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

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

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

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

Complaints will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to: individuals who are responsible for handling the District's investigation to the extent necessary to complete a thorough investigation; the extent necessary to submit a report to the child maltreatment hotline; the Professional Licensure Standards Board for complaints alleging sexual harassment by an employee towards a student; or the extent necessary to provide the individual accused in the complaint due process during the investigation and disciplinary processes. Individuals who file a complaint have the right to request that the individual accused of sexual harassment not be informed of the name of the accuser; however, individuals should be aware that making such a request may substantially limit the District's ability to investigate the complaint and may make it impossible for the District to discipline the accused.<sup>3</sup>

Employees who file a complaint of sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats, intimidation, coercion, or discrimination. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless

of whether the retaliatory acts are by District officials, students, or third parties.

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

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

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

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

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

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

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

*Legal References: Title IX of the Education Amendments of 1972, 20 USC 1681, et seq.*

*Title VII of the Civil Rights Act of 1964, 42 USC 2000-e, et seq.*

*A.C.A 6-15-1005 (b) (1)*

## **10.22 Noncertified 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. Employees supervising students should not leave students unattended.

## **10.23 Noncertified Personnel Responsibilities Governing Bullying**

### Definitions

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

“Bullying” means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that may address an attribute of the other student, public school employee, or person with whom the other student or public school employee is associated and that causes or creates actual or reasonably foreseeable:

- Physical harm to a public school employee or student or damage to the public school employee's or student's property;
- Substantial interference with a student's education or with a public school employee's role in education;
- A hostile educational environment for one (1) or more students or public school employees due to the severity, persistence, or pervasiveness of the act; or
- Substantial disruption of the orderly operation of the school or educational environment;

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

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

13. Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether the student self-identifies as homosexual or transgender (Examples: "Slut", "You are so gay.", "Fag", "Queer").

"Cyberbullying" means any form of communication by electronic act that is sent with the purpose to:

- o Harass, intimidate, humiliate, ridicule, defame, or threaten a student, school employee, or person with whom the other student or school employee is associated; or
- o Incite violence towards a student, school employee, or person with whom the other student or school employee is associated.

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

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

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

"Harassment" means a pattern of unwelcome verbal or physical conduct relating to another person's constitutionally or statutorily protected status

that causes, or reasonably should be expected to cause, substantial interference with the other's performance in the school environment; and

“Substantial disruption” means without limitation that any one or more of the following occur as a result of the bullying:

- Necessary cessation of instruction or educational activities;
- Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;
- Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or
- Exhibition of other behaviors by students or educational staff that substantially interfere with the learning environment.

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

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

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

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

1. As soon as reasonably practicable, but by no later than the end of the school day following the receipt of the credible report of bullying:
  - a. Report to a parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student that their student is the victim in a credible report of bullying; and
  - b. Prepare a written report of the alleged incident of bullying;
2. Promptly investigate the credible report or complaint of bullying, which shall be completed by no later than the fifth (5th) school day following the completion of the written report.
3. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control

- of a student, or person standing in loco parentis of a student who was the alleged victim in a credible report of bullying whether the investigation found the credible report or complaint of bullying to be true and the availability of counseling and other intervention services.
4. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis of the student who is alleged to have been the perpetrator of the incident of bullying:
    - a. That a credible report or complaint of bullying against their student exists;
    - b. Whether the investigation found the credible report or complaint of bullying to be true;
    - c. Whether action was taken against their student upon the conclusion of the investigation of the alleged incident of bullying; and
    - d. Information regarding the reporting of another alleged incident of bullying, including potential consequences of continued incidents of bullying;
  5. Make a written record of the investigation, which shall include:
    - a. A detailed description of the alleged incident of bullying, including without limitation a detailed summary of the statements from all material witnesses to the alleged incident of bullying;
    - b. Any action taken as a result of the investigation; and
  6. Discuss, as appropriate, the availability of counseling and other intervention services with students involved in the incident of bullying.

District employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a District employee towards a student that would constitute bullying if the act had been performed by a student shall result in disciplinary action, up to and including termination. This policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor.<sup>1</sup> In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

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

Legal Reference: A.C.A. § 6-18-514

Date Adopted:

Last Revised:

### **10.24 Noncertified Personnel Computer Use Policy**

The Pocahontas 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 his/her 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.

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 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.

### **10.25 Classified 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 Family Medical Leave Act provides up to twelve (12) work weeks (or in some cases twenty-six (26) weeks) of job-protected leave to eligible employees with absences that qualify under the FMLA. While an employee can request FMLA leave and has a duty to inform the District as provided in this policy of foreseeable absences that may qualify for FMLA leave, it is the District's ultimate responsibility to identify qualifying absences as FMLA or non-FMLA. FMLA leave is unpaid, except to the extent that paid leave applies to any given absence as governed by the FMLA and this policy.

## **SECTION ONE—FMLA LEAVE GENERALLY**

**Definitions:**

Eligible Employee: is an employee who has

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

FMLA: is the Family and Medical Leave Act

Health Care Provider means

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

Instructional Employee: is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and

includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to, teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include administrators, counselors, librarians, psychologists, or 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 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

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

## **Policy**

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

## **Leave Eligibility**

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

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

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

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

### **Provisions Applicable to both Sections One and Two**

#### **District Notice to Employees**

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

### **Designation Notice to Employee**

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

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

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

### **Concurrent Leave Under the FMLA**

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

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

### **Health Insurance Coverage**

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan which apply to other

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

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

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

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

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

1. 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
2. Other circumstances exist beyond the employee's control.

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

### **Reporting Requirements During Leave**

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

### **Return to Previous Position**

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority.

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

## **Provisions Applicable to Section One**

### **Employee Notice to District**

#### Foreseeable Leave:

When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the District with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to

provide the District with timely advance notice of the need for FMLA leave may delay the FMLA coverage of such leave until 30 days after the date the employee provides notice.

If there is a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or an emergency, notice must be given as soon as practicable. As soon as practicable means as soon as

both possible and practical, taking into account all of the facts and circumstances in the individual case.

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

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

#### Unforeseeable Leave:

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

Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, 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;

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

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

No second or third opinion on recertification may be required.

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

### **Substitution of Paid Leave**

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

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

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

employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

### **Return to Work**

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

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

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

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

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

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

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the District agrees to permit such leave upon

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

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

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

**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 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.<sup>13</sup>

### **Definitions:**

**Covered active duty** means

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

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

### **Certification**

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

### **Employee Notice to District**

#### **Foreseeable Leave:**

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

#### **Unforeseeable Leave:**

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

Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, 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 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 Act's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 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

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

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

- A) a military medical treatment facility as an outpatient; or

B) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

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

Serious Injury or Illness:

(A) in the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating and

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

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

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

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered service member** shall be entitled to a total of 26 weeks of leave during one 12-month period to care for the service member who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered service member continues to be limited for reasons

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

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

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

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

### **Medical Certification**

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

### **Employee Notice to District**

#### Foreseeable Leave:

When the need for leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury is clearly foreseeable at least 30 days in advance, the employee shall provide the

District with not less than 30 days' notice before the date the leave is to begin of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may delay the FMLA coverage of such leave until 30 days after the date the employee provides notice.

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

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

#### Unforeseeable Leave:

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances

where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

### **Substitution of Paid Leave**

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

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

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

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

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began.

**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 special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

**10.27 School Bus Driver's Use of Cell Phones**

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

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

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages.<sup>2</sup> A school bus driver may use a two-way radio communications device or any device used in a similar manner as a two-way radio communications device to communicate with the District's central dispatch or transportation center. In addition, if the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

- An emergency system response operator or 911 public safety communications dispatcher;
- A hospital or emergency room;
- A physician's office or health clinic;
- An ambulance or fire department rescue service;
- A fire department, fire protection district, or volunteer fire department; or
- A police department.

In addition to statutorily permitted fines, violations of this policy shall be grounds for disciplinary action up to and including termination.

Legal Reference: A.C.A. § 6-19 -120

### **10.28 Noncertified Personnel Cell Phone Use**

Cell phones must be turned off and not in use during regular working hours. The only exception to this policy will be during break or conference time and not in the presence of students.

### **10.29 Drives, Solicitation, Petitions in the Schools**

No solicitation of funds, circulation of petitions, or solicitation by salesmen or any other person may be put on in the schools without permission of the superintendent.

### **10.30 Purchase Order System for Supplies and Service**

Any order shall require a Purchase Order signed by the superintendent or his designated representative for purchases to be paid from district or federal funds.

The supervisor of transportation is authorized to sign tickets for parts for the buses, fuel and oil, tires, batteries, and other materials used in his department. No Purchase Order is required on these items.

Any teacher or school employee who purchases any item without a Purchase Order signed by the superintendent or his authorized representative is responsible for payment of the bill.

### **10.31 Employees Asked to Acquire Additional Training**

In cases where an employee is requested by the administration to acquire additional credit hours or training, the school district will pay the tuition, books, and fees for the additional course work. A school vehicle will be used when available.

### **10.32 Noncertified Personnel Reduction In Force**

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 in the district. The employee within each occupational category with the least years of experience will be laid off first. The employee with the most years of employment in the district as compared to other employees in the same category shall be laid off 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.

All credited years of service must be verified by documents on file with the District by October 1 of the current school year. Each employee's length of service shall be ranked within the category in which he/she has been assigned within the last two years, including the current year. In the event that an employee's assignment is different this school year from the previous school year, separate point totals shall be developed for each category of assignment. All non-certified employees shall receive a listing of the personnel within their category with corresponding point totals. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her assignment of points with the superintendent whose decision shall be final.

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. Less than a semester in any contract year does not count as a year of service. Length of service in a certified position shall not count for the purpose of length of service for a non-certified position. There is no right or implied right for any employee to "bump" or displace any other 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 and further adjustments made if length of contract or job assignments change.

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

### **Annexation and/or Consolidation**

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

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

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

This subsection of the reduction-in-force policy shall not be interpreted to provide that the superintendent must wait ninety (90) days from the effective date of the annexation or consolidation in order to issue notification

of his intention to recommend dismissal through reduction-in-force, but merely that the superintendent has that period of time in which to issue notification so as to be able to invoke the provisions of this section.

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

Legal Reference: A.C.A. § 6-17-2406

### **10.33 Noncertified Personnel Termination And Non-Renewal**

For procedures relating to the termination and non-renewal of noncertified 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.

### **10.34 Noncertified Personnel Assignments**

The superintendent shall be responsible for assigning and reassigning noncertified personnel.

### **10.35 Depositing collected funds**

From time to time, staff members may collect funds in the course of their employment. Staff shall deposit daily to the principal's office all activity funds collected in his/her classrooms. No cash or checks are to be left in any classroom overnight. 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.

<sup>1</sup> The drivers covered under this policy are those who are required to have a teaching license as a prerequisite for their job. Federal law required 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.

### **10.36 CLASSIFIED PERSONNEL WEAPONS ON CAMPUS**

## Firearms:

Except as permitted by this policy, no employee of this school district, including those who may possess a "concealed carry permit," shall possess a firearm on any District school campus or in or upon any school bus or at a District designated bus stop.

Employees who meet one or more of the following conditions are permitted to bring a firearm onto school property:

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- The firearms are securely stored and located in an employee's on-campus personal residence and/or immediately adjacent parking area;
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties.;
- He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

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

## Other Weapons:

An employee may possess a pocket knife which for the purpose of this policy is defined as a knife that can be folded into a case and has a blade or blades of less than three (3) inches or less each. An employee may carry, for the purpose of self-defense, a small container of tear gas<sup>4</sup> or mace which for the purpose of this policy is defined as having a capacity of 150cc or less.

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

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.<sup>5</sup>

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:  
Last Revised:

### **10.37 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 Julie Utnage. 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.<sup>2</sup>

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.

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.

Cross Reference: —CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

Legal References:

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

## **10.38 OBTAINING and RELEASING STUDENT'S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION**

### **Obtaining Eligibility Information**

A fundamental underpinning of the National School Lunch and School Breakfast Programs (Programs) is that in their implementation, there will be no physical segregation of, discrimination against, or overt identification of children who are eligible for the Program's benefits. While the requirements of the Programs are defined in much greater detail in federal statutes and pertinent Code of Federal Regulations, this policy is designed to help employees understand prohibitions on how the student information is obtained and/or released through the Programs. Employees with the greatest responsibility for implementing and monitoring the Programs should obtain the training necessary to become fully aware of the nuances of their responsibilities.

The District is required to inform households with children enrolled in District schools of the availability of the Programs and of how the household may apply for Program benefits. However, the District and anyone employed by the district is **strictly forbidden** from **requiring** any household or student within a household from submitting an application to participate in the program. There are NO exceptions to this prohibition and it would apply, for example, to the offer of incentives for completed forms, or disincentives or negative consequences for failing to submit or complete an application. Put simply, federal law requires that the names of the children shall not be published, posted or announced in any manner.

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition, the employee shall be subject to discipline up to and including termination.

### **Releasing Eligibility Information**

As part of the district's participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data's confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information<sup>12</sup> as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

Some data may be released to government agencies or programs authorized by law to receive such data without parental consent, while other data may only be released after obtaining parental consent. In both instances,

allowable information shall only be released on a need to know basis to individuals authorized to receive the data. The recipients shall sign an agreement with the district specifying the names or titles of the persons who may have access to the eligibility information. The agreement shall further specify the specific purpose(s) for which the data will be used and how the recipient(s) shall protect the data from further, unauthorized disclosures.

The superintendent shall designate the staff member(s) responsible for making eligibility determinations. Release of eligibility information to other district staff shall be limited to as few individuals as possible who shall have a specific need to know such information to perform their job responsibilities. Principals, counselors, teachers, and administrators shall not have routine access to eligibility information or status.

Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.

#### Legal References:

- Commissioner's Memos IA-05-018, FIN 09-041, and IA 99-011, and FIN 13-018
- DESE Eligibility Manual for School Meals Revised July 2008 2012
- 7 CFR 210.1 – 210.31
- 7 CFR 220.1 – 220.22
- 7 CFR 245.5, 245.6, 245.8
- 42 USC 1758(b)(6)

### **10.39—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 may 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.

## **10.40--CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS**

### **A. General Statement of Policy**

District employees are encouraged to use educational technology, the Internet, and professional/educational social networks to help raise student achievement and to improve communication with parents and students. The District recognizes that the use of technology and social networking websites in a manner similar to the way students interact with one another can be a beneficial tool in the classroom.

The District also has an obligation to teach and ensure responsible and safe use of these technologies and social networking websites. Public school employees are held to a high standard of behavior because of their unique role in shaping the lives of the District's students. Therefore, 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.

The line between professional and personal relationships is blurred within the social media network context. When employees choose to join or engage with District students, families or fellow employees in a personal social network context, they are advised to maintain professionalism as District employees and that they have a responsibility for addressing inappropriate behavior or activity on these networks, including requirements for mandated reported.

Employees do have a First Amendment right to Freedom of Speech in expressing their opinions. Employees are reminded that any public online activity may be subject to monitoring. No employee has a right to privacy in posting on any public forum online. Employees are further advised that there will be consequences for any information that poses a serious disruption to the school environment. 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.

## **B. Definitions**

1. Social Networking Websites: Online groups of Internet users allowing communication between multiple individuals. The fundamental purpose of social networking sites is to socialize. Examples include, but are not limited to, Facebook, MySpace, and Twitter. Employees are advised that if they create a personal social networking site in which they invite students to be friends or followers, they are doing so at their own risk. Employees are further advised to monitor the site's privacy settings regularly.
2. Professional/Education Social Networks: Education oriented websites designed to allow and encourage staff and students to communicate and collaborate around school subjects and projects. District employees may set up classroom blogs or message boards and other professional/education social networking accounts using District resources and following District policies to promote communications with students, parents, and the community concerning school related activities and for the purpose of supplementing classroom instruction. This definition includes the creation of a Facebook classroom page or group, or other similar social network page or group that is administered by the employee for an educational or school-related purpose.
3. Blogs: A type of networking that can be either social or professional in its orientation. This is an online diary or journal. Professional blogs approved by the employee's supervisor his/her designee, are encouraged and can provide a place for staff to inform students and parents on school related activities. Personal social blogs are discouraged to the extent that they involve staff and students in a non-education oriented format.
4. Message Boards: An online space that typically centers around a common interest. Most message boards require a user to register before he/she is allowed to post or reply to messages, which then form "threads."

## **C. Requirements**

Employee use of social networks is not to interfere with the employee's duties. Any reader of social networking sites may view the employee as a representative of the District, and therefore, all employees must observe to the following rules when using a social networking site for an educational tool or school related purpose of the District:

1. If an employee seeks to use a social networking site as an educational tool or in relation to extracurricular activities or programs of the District, the employee must first notify his/her supervisor or designee.
2. An employee's use, postings, displays or communications on a social networking site used in relation to an educational or school related purpose must comply with all Arkansas and federal laws and any applicable District policies. Employees may not disclose information on any social networking site that is confidential or proprietary to the District, its students, or employees or that is protected by data privacy laws.
3. Employees are advised that they enjoy no expectation of privacy in any online social network posting and that under Arkansas law, 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 postings or communications on social networking sites.
4. All users (staff members, students and their parents) must sign an Acceptable Use Agreement to be eligible to access any social networking site that is related to an educational or school related purpose. This agreement must be renewed on an annual basis.
5. Employees are required to use respectful and professional in all communications (by word, image or other means) on social networking sites that are used for an educational or school related purpose; and to refrain from engaging in communications or conduct that is harassing, threatening, bullying, libelous, or defamatory or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying.
6. If an employee wishes to use Facebook or another similar social networking site to communicate meetings, activities, games, responsibilities, or other announcements for a school-based club, activity, organization, or sports team, the employee must also comply with the following rules:
  - a. The employee must set up the school-based club or group page and restrict its view to the highest privacy settings. It is the employee's responsibility to review and understand the social networking site's privacy settings and to use them properly.
  - b. Anyone who has access to the communications conveyed through the site may only gain such access by the permission of the employee.

- c. Access to the site may only be permitted for educational or school related purposes related to the club, activity, organization or team.
  - d. The employee may only grant access to the site to the students involved with the school-based activity. The employee may not exclude any student that is involved in the school-based activity nor penalize any student that is unable to access the site off the school campus.
  - e. Parents will be permitted to access any site that their child is permitted to access for a school-based activity.
  - f. The employee responsible for the site will monitor it regularly.
  - g. The employee's supervisor will be permitted access to any site established by the employee for a school-related purpose.
  - h. Any online presence should include who maintains the group or page and how that employee can be contacted.
  - i. Any student that access to engage the social meeting sit
7. Employees should not access social networking sites for personal use during school hours, except during breaks or preparation periods. However, employees should not use District equipment to access social networking sites for personal use at any time, including breaks or preparation periods, except in an emergency situation or with the express prior permission of their supervisor.
  8. Employees that use social networking sites during instructional time may only access the site if the activity is related to official school business.
  9. Employees who participate in social networking sites shall not post any school district data, documents, photographs, logos, or other District owned or created information on any website, without receiving prior written approval from their supervisor. Employees should not post pictures of students on their personal social networking site. However, an Employee may post pictures of their own children who are enrolled as students at the District on their personal social networking site.
  10. Any violation of copyright laws, whether the rights involved are those of the District's or a third party, will not be tolerated.

#### **D. Unacceptable Uses of Social Networking Websites:**

1. It is unacceptable for employees to use a social networking site during the course of their instructional duties, when the use does not related to an educational or school related purpose. This includes accessing a social networking site for personal use on District equipment or on personal equipment during any other times besides during an employee's break or planning period.
2. It is unacceptable for employees to use a social networking site in a way that facilitates a violation of any other District policy.

3. It is unacceptable for employees to allow their use of a social networking site to interfere their job responsibilities.

**E. Consequences for Employee misuse of Social Networking Websites:**

Any use of a social networking site that violates any District policy or otherwise poses a disruption to the educational environment may subject the employee to discipline. If an employee misuses a social networking site, the following consequences may occur:

- 1<sup>st</sup> Offense: Warning and documentation in personnel file
- 2<sup>nd</sup> Offense: Disciplinary action and formal improvement plan
- 3<sup>rd</sup> Offense: Possible suspension and/or recommendation for non-renewal or termination

**Exceptions:** For major infractions, such as when the use of a social networking site directly affects an employee's performance or occupational responsibility as a teacher OR without contribution on part of school officials, the unacceptable use becomes the subject of such notoriety as to significantly and unreasonably impair the capability of the employee to carry out his/her job responsibilities, the Supervisor or Superintendent reserve the right to enforce proper discipline per incident upon the approval of the Superintendent.

**10.41 School Calendar**

The Superintendent in conjunction with a district calendar committee, consisting of at least one-(1) representative from each building, will develop a minimum of three-(3) school calendar proposals to be presented to staff for a majority vote. The proposal which receives the majority vote will be presented to the Personnel Policies Committee (PPC) for further review. 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 a proposed calendar.

**10.42 Drug Free Work Place**

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.)<sup>1</sup>

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 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.<sup>2</sup>

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/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.

#### **10.43—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS**

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

- An individual's spouse;
- Children of the individual or children of the individual's spouse;

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

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

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

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

- a. Entertainment;
- b. Hotel rooms;
- c. Transportation;
- d. Gifts;
- e. Meals; or
- f. Items of nominal value (e.g. calendar or coffee mug).<sup>1</sup>

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.<sup>2</sup>

Legal References:A.C.A. § 6-24-101 et seq.

Arkansas Department of Education Rules Governing the  
Ethical Guidelines And Prohibitions For Educational Administrators,  
Employees, Board Members And Other Parties

Commissioner's Memo FIN 09-036

Commissioner's Memo FIN-10-048

Commissioner's Memo FIN 15-074

7 C.F.R. § 3016.36

7 C.F.R. § 3019.42

**10.44—CLASSIFIED PERSONNEL WHO ARE MANDATED REPORTERS  
DUTIES**

It is the statutory duty of classified school district employees who are mandated reporters<sup>1</sup> 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<sup>2</sup>

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, 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.

<sup>1</sup> 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).

<sup>2</sup> 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