

Lake Hamilton School District
Licensed Personnel Policies
2018-2019

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Board President \s\ Vance Dobyns

Date August 1, 2018

4.01 Personnel Goals and Objectives

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

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

Additionally, the Board's specific goals are:

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

Revised 2-16-04

4.02 Staff Involvement in Decision Making

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

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

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

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

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

6-17-201. Requirement.

(a) Each school district in the state shall have a set of written personnel policies, including the teacher salary schedule.

(b) "Personnel policies" means all school district policies, guidelines, regulations, and procedures that pertain to the terms and conditions of a teacher's employment.

(c) The personnel policies shall include, but are not limited to, the following terms and conditions of employment:

- (1) Benefits;
- (2) Compensation;
- (3) Designation of work days;
- (4) Holidays and non-instructional days;
- (5) The annual calendar;
- (6) Methods of evaluation;
- (7) Extra duties;
- (8) Leave;
- (9) Grievances;
- (10) Dismissal or non-renewal;
- (11) Reduction in force; and
- (12) Assignment of teacher aides.

(d)(1) No school district shall receive in any year any funds from the Public School Fund until such district has filed its current personnel policies, including any salary schedules, as required by this by this subchapter, signed by the president of the board.

(2) The policy and schedules shall be filed with the Department of Education no later than September 15 of each year.

(e) The department shall notify any district that has not filed such policies in accordance with this section.

6-17-202. Applicability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Under the provisions of The Educator's Compensation Act of 2001, § 6-17-201 et seq., § 6-5-307(a), and 6-20-412, no school district shall be prohibited from paying

certified staff additional salary increases as a supplement to the salary schedule even though the certified staff is not employed an additional time period longer than the period covered by the salary schedule or required to perform duties in addition to the certified employee's regular teaching assignments.

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) A hard copy shall be given to the individual employee upon request of the employee.

(b)(1) Each teacher or administrator shall be furnished a copy of any amendments to the personnel policies within thirty (30) days after approval of the amendments by the board of directors of the district.

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

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

(4) A hard copy shall be given to the individual employee upon request of the employee.

6-17-207. Accreditation of district.

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

6-17-208. Grievance procedure.

(a)(1) It is the public policy of the State of Arkansas that:

(A) Each school district shall have a written grievance procedure which provides for an orderly method of resolving concerns raised by an employee at the lowest possible administrative level and in a clear manner for both parties; and

(B)(i) All school employees shall have the right to file grievances and have those grievances heard.

(ii) A group of employees who have the same grievance may file a group grievance.

(2) (A) "Grievance" means any concern related to personnel policies, salary, federal or state laws and regulations, or terms or conditions of employment raised by an employee.

(B) "Employee" shall mean a person employed by a school district under a written contract.

(b)(1) The grievance policy shall at least include the following provisions:

(A) A procedure for resolving the matter informally with the employee's immediate supervisor;

(B) A procedure to appeal, in writing, an unsatisfactorily resolved grievance from the immediate supervisor to the superintendent of schools, or his or her designee;

(C)(i) A procedure to appeal, in writing, an unsatisfactorily resolved grievance from the superintendent, or his or her designee, to the school board at the next regularly scheduled school board meeting unless both parties have agreed to a different date.

(ii) The hearing shall be open or closed at the discretion of the employee.

(iii) If the hearing is open, the parent or guardian of any student under the age of eighteen (18) who gives testimony may elect to have the student's testimony given in a closed session; and

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

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

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

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

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

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

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

§ 6-17-210 Right to witness or representative.

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

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

Approved 5-19-97

Last Revised 5-18-09

4.03 Hiring of Professional Personnel

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

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

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

Newly hired employees shall be required to have a criminal background check. Continued employment is contingent upon successfully passing the background check. It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check.

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

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

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

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

whether directly employed by the District or providing substitute teaching services under contract with an outside entity.

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

Inquiries on non-discrimination may be directed to the Associate Superintendent of Schools, who may be reached at 205 Wolf Street, Percy AR 71964 or 501-767-2306 or personnel@lhwolves.net.

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.

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

Superintendent – January

Central Office/District-Wide Administrators and Directors –February

Principals and Assistant Principals – March

All Other Certified Faculty – April

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

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

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

Approved 3-16-92
Last Revised 2-20-18

4.04 Assignment of Staff (also 3.11)

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

Revised 5-18-09

4.05 Teacher

- A. The role of a teacher is to lead students toward the fulfillment of their potential for intellectual, emotional, and psychological growth and maturation.
- B. The teacher's performance responsibilities are as follows:
 - 1. Meet and instruct assigned classes in the locations and at the times designated.
 - 2. Develop and maintain a classroom environment conducive to effective learning within the limits of the resources provided by the district.
 - 3. Prepare for classes assigned, and show written evidence of preparation for one week in advance.
 - 4. Encourage students to set and maintain standards of classroom behavior.
 - 5. Employ a variety of instructional techniques and instructional media consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or student groups involved.
 - 6. Strive to implement, by instruction and action, local, state, and federal instructional goals and objectives.
 - 7. Take all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
 - 8. Evaluate student progress on a regular basis and provide feedback to students and parents.
 - 9. Maintain accurate and complete records as required by law, district policy, and administrative regulation.
 - 10. Assist in upholding and enforcing school rules, administrative regulations, and board policy.
 - 11. Make provision for being available to students and parents for education-related purposes outside the instructional day when requested to do so under reasonable terms.
 - 12. Attend and participate in faculty meetings.
 - 13. Cooperate with other members of the staff in planning instructional goals, objectives, and methods.

14. Assist in the selection of books, equipment, and other instructional material.
15. Accept a share of responsibility for extracurricular and co-curricular activities.
16. Work to establish and maintain open lines of communication with students and their parents concerning both the academic and behavioral progress of all assigned students.
17. Establish and maintain cooperative interpersonal relations with others.
18. Provide for his/her own professional growth through an ongoing program of reading, workshops, seminars, conferences, and/or advanced coursework at institutions of higher learning.
19. Perform other reasonable duties assigned by the principal.

Revised 12-15-03

Revised 5-18-09

4.06 Guidance Counselor

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

The school counseling program is based upon the national standards for school counseling programs as well as Act 1275 of 1997, "The Public School Student Services Act."

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

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

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

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

Approved 4-19-99

4.07 Library Media Specialist

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

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

- B. Through these roles the library media specialist:

1. Directs, organizes and supervises the personnel and services essential to a unified library media program centered on student's needs and the instructional goals of the school.
2. Initiates and maintains formal contacts with principals and teachers to evaluate programs, facilities, materials, equipment, and personnel.
3. Develops a written long-range plan for library media services and integrates the activities designated in the plan into the total school curriculum.
4. Establishes and maintains an environment in the library media center in which students and staff can work at productive levels.
5. Communicates the philosophy and goals of the school library media program to the students, faculty, administration, and community.
6. Establishes relationship with colleagues, students, parents, and community which reflect recognition of and respect for every individual.
7. Develops and continually updates the professional expertise necessary to function effectively in the library media specialist role.
8. Helps prepare and administer the library media center budget.
9. Makes resources available to students and teachers through a systematically developed and organized collection of library media materials, supplemented with resources available outside the school.
10. Develops flexible circulation, loan, and use policies that ensure equity of access to all users.

11. Assures access to information resources by providing an accurate and efficient retrieval system.
12. Implements policies that respect the rights of users to confidentiality and unrestricted access to Information resources.
13. Assists all users in identifying, locating, and interpreting information.
14. Arranges for flexible scheduling of facilities, staff time, and collections to meet the needs of individuals, small groups, and large groups for research, browsing, recreational reading, viewing, or listening at the point of need.
15. Works to ensure the integration of information skills throughout the school's instructional program.
16. Plans, teaches, evaluates, and reinforces instruction designed to make students and staff effective users of information.
17. Assists teachers in promoting reading and provides reading experiences for students in groups and as individuals.
18. Promotes lifelong learning by fostering positive attitudes towards libraries and by working to develop students' viewing, listening, and critical thinking skills.
19. Monitors rights and responsibilities of users relating to the generation and flow of information and ideas (e.g. copyright; confidentiality/privacy; intellectual freedom).
20. Provides staff development opportunities for school personnel in the selection, use, evaluation, and production of media and new and emerging technologies.
21. Participates in district, building, department, and grade-level curriculum design and assessment projects on a regular basis.
22. Translates curriculum needs into library media program goals and objectives.
23. Contributes to the development of complete instructional units with teachers, using a systematic instructional design process.
24. Assesses and promotes effective use of instructional technology.
26. Performs clearinghouse function for professional materials and opportunities available from education agencies outside the school.

26. Perform other reasonable duties assigned by administration.

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

4.08 Special Education Examiner

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

Revised 1-26-04
Approved 4-18-94

4.09 Arrangements for Professional Staff Substitutes

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

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

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

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

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

Approved 11-22-99
Revised 5-18-09

4.10 Teachers Providing Homebound Instruction

Employment of Teachers Providing Homebound Instruction

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

Responsibilities of Teachers Providing Homebound Instruction

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

The homebound teacher's performance responsibilities are as follows:

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

Approved 11-22-99

Revised 5-18-09

4.11 Arrangements for Providing Homebound Instruction

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

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

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

Revised 5-18-09

4.12 Professional Staff Extra Duty

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

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

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

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

Revised 5-18-09

4.13 Retirement Pay for Certified Staff

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

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

Approved 2-20-00
Revised 6-16-03

4.14 Licensed Personnel Performance Evaluations

Definitions

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

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

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

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

Teachers

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

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

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

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

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

1. A written evaluation of the teacher's performance on all evaluation domains as a whole;
2. The evaluation framework and evaluation rubric appropriate to the teacher's role;
3. Multiple sources of evidence of the teacher's professional practice including, but not limited to:

- a. Direct observation;
 - b. Indirect observation;
 - c. Artifacts; and
 - d. Data; and
 - e. Peer observation
 - f. Student feedback
4. Presentations of evidence chosen by the teacher, the evaluator, or both.

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

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

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

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

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

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

Building Level or District Level Evaluations

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

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

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

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

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

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

- Direct observation;
- Indirect observation;
- Artifacts; and
- Data.

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

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

The evidence of teacher performance and growth applicable to the building- or district-level leader; and

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

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

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

Approved 4-8-13
Last Revised 2-20-18

4.15 Reduction in Force

Section One

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

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

If a reduction in force becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade level on the basis of each employee's points as determined by the schedule contained in this policy. The teacher with the fewest points will be laid off first. In the event of a tie between two or more employees, the teacher(s) shall be retained whose name(s) appear first in the board's minutes of the date of hire. There is no right or implied right for any teacher to "bump" or displace any other teacher.

Points

- Years of service in the district—1 point per year
All certified position years in the district count including non-continuous years.
Service in any position not requiring teacher licensure does not count toward years of service. Working fewer than 150 days in a school year shall not constitute a year.
- Advanced study in any area of licensure in which the teacher will be ranked according to the educational increments based on the assignment on the salary schedule.
 - 1 point— Bachelor's degree +15 credit hours
 - 2 points—Master's degree
 - 3 points—Master's degree + 15 credit hours
 - 4 points—Master's degree + 30 credit hours
 - 5 points—Advanced degree beyond Master's
- National Board of Professional Teaching Standards certification—1 point
- Additional academic content areas of endorsement as identified by the state board—1 point per area
- Certification for teaching in a state board identified shortage area—2 points
- Multiple areas and/or grade levels of licensure as identified by the state board—1 point per additional area or grade level as applicable

All points awarded must be verified by documents on file with the District by October 1 of the current school year. Each teacher's points shall be totaled with teachers ranked by the total points from highest to lowest. All teachers shall receive a listing of licensed personnel with corresponding

point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points with the superintendent whose decision shall be final.

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

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

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

Section Two

The employees of any school district which annexes to, or consolidates with, the Lake Hamilton District will be subject to dismissal or retention at the discretion of the school board, on the recommendation of the superintendent, solely on the basis of need for such employees on the part of the Lake Hamilton District, if any, at the time of the annexation or consolidation, or within sixty (60) days after the effective date of the annexation or consolidation. The need for any employee of the annexed or consolidated school district shall be determined solely by the superintendent and school board of the Lake Hamilton District.

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

The superintendent shall mail or have hand-delivered the notification to such employee of his intention to recommend non-renewal or termination pursuant to a reduction in force within sixty (60) days of the effective date of the annexation or consolidation in order to effect the provisions of this section of the Lake Hamilton District's reduction-in-force policy. Any such employees who are non-renewed or terminated pursuant to Section Two are not subject to recall notwithstanding any language in any other section of this policy. Any such employees shall be paid at the rate for each person on the appropriate level on the salary schedule of the annexed or consolidated district during those sixty (60) days and/or through the completion of the reduction-in-force process.

This subsection of the reduction-in-force policy shall not be interpreted to provide that the superintendent must wait sixty (60) days from the effective date of the annexation or consolidation in order to issue notification of his intention to recommend dismissal through reduction-in-force, but merely that the superintendent has that period of time in which to issue notification so as to be able to invoke the provisions of this section.

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

Legal Reference: A.C.A. § 6-17-2407

Last Revised 5-18-09

4.16 Discipline and Grievances

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

Grievance means any concern related to personnel policy, salary, federal or state laws and regulations, or terms or conditions of employment, raised by an employee. Employee means a person employed under a written contract.

B. It is the policy of the Lake Hamilton School District to provide grievance procedures which allow for an orderly method of resolving concerns raised by an employee at the lowest possible administrative level and in a clear and timely manner for both parties. All school employees shall have the right to file grievances and have those grievances heard. A group of employees who have the same grievance may file a group grievance.

With the ultimate goal of serving the educational welfare of students, the grievance procedure which follows provides for the prompt and equitable adjustment of differences. The grievance procedure may be terminated at any step should an agreement between parties be reached, and the entire grievance procedure shall be completed within 30 working days after the employee files a written grievance, unless an extension is agreed to by all parties involved.

Revised 6-16-03

4.17 Grievances Procedure

A. Step 1

Employees who feel they have a good faith grievance shall submit the matter in writing to their immediate supervisor. The grievance shall be expressed in reasonable terms, containing causes for the grievance*, corrective action desired and sufficient information upon which to base decisions. A meeting with the immediate supervisor shall take place within five (5) working days. After meeting with the immediate supervisor, if the problem is resolved or no further action is necessary, the matter is considered closed.

B. Step 2

If an employee feels his/her concern has not been resolved, he/she may present the grievance in writing to the next administrative level. A meeting shall occur within five (5) working days of the receipt of the request from the employee. A written account of the previous proceedings shall accompany the request. This meeting will normally be held between the employee and the administrator.

C. Step 3

If the grievance is unresolved after Step 2, the complainant may, within five (5) working days after the second meeting, make a written request for a meeting with the superintendent or his/her designee. A written account (update) of the previous proceedings shall accompany the request. Participants in this meeting will be in attendance as requested by the employee and/or administrator involved in Step 2. This meeting shall be held within five (5) working days after receipt of the request. A disposition of the matter shall be completed within five (5) working days from receipt of the request.

D. Step 4

If the grievance is unresolved after Step 3, the complainant will request in writing to the Superintendent a hearing before the school board at the next regularly scheduled school board meeting unless both parties have agreed to a different date. A written account (update) of the previous proceedings shall accompany the hearing request. Participants at this hearing will be in attendance as requested by the employee and/or Superintendent involved in the previous steps. The hearing shall be open or closed at the discretion of the employee. If the hearing is open, the parent or guardian of any student under the age of eighteen (18) years who gives testimony may elect to have the student's testimony given in a closed session. All parties have the right to be represented by a person of his or her own choosing, but not by a member of a party's immediate family. At the hearing, the employee shall have an adequate opportunity to present the grievance, but no less than ninety (90) minutes, and both parties shall have the opportunity to present and question witnesses.

E. The decision of the board shall be final.

F. There shall be no reprisals of any kind against any individual who exercises his or her rights under this policy.

* If the complainant feels that a complaint or grievance falls within a category of non-compliance of Title VI of the Civil Rights Act of 1974 or Title IX of the Education Amendments of 1972, or Section 504 of the Rehabilitation Act of 1973, he/she may appeal directly to the Office for Civil Rights.

Arkansas Code § 6-17-208
Revised 6-16-03

4.18 Professional Staff Time Schedules

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

Principals will ordinarily be in their buildings no later than 7:20 a.m. and remain in their building until 3:45 p.m. Principals who leave the campus for any purpose will notify the superintendent or his designee prior to leaving.

4.19 Dismissal and Non-Renewal of Contracts

For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act (A.C.A. §§ 6-17-1501 et seq.) through 1510 and the Teacher Evaluation Support System (A.C.A. §§ 6-17-2801 et seq.) The Acts specifically are not made a part of this policy by this reference.

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

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

Approved 3-13-95
Last Revised 4-21-14

4.20 Liability for Debts

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

4.21 Employee Training

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

- Is required by statute or the Arkansas Department of Education (ADE); 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 the school's Arkansas Comprehensive School Improvement Plan (ACSIP) and incorporate the licensed employee's professional growth plan (PGP). The PDP shall describe how the District's categorical funds will be used to address deficiencies in student performance and any identified academic achievement gaps between groups of students. At the end of each school year, the District shall evaluate the PD activities' effectiveness at improving student performance and closing achievement gaps.

Each licensed employee shall receive a minimum of thirty-six (36) hours of PD annually to be fulfilled between July 1 and June 30.² A licensed employee may be required to receive more PD than the minimum when necessary to complete the licensed employee's PGP. All licensed employees are required to obtain thirty six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.

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

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

Teachers, administrators, and paraprofessionals shall be involved in the design, implementation, and evaluation of the plan for their own PD offerings. The results of the evaluation made by the

participants in each program shall be used to continuously improve ~~the District's~~ PD offerings and to revise the school improvement plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved PD activities may include:

- Conferences/workshops/institutes;
- Mentoring/peer coaching;
- Study groups/learning teams;
- National Board for Professional Teaching Standards Certification;
- Distance and online learning (including Arkansas IDEAS);
- Micro-credentialing approved by ADE;
- Internships;
- State/district/school programs;
- Approved college/university coursework;

- Action research; and
- Individually guided (to be noted in the employee's PGP).

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

PD activities shall relate to the following areas:

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

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

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04
 ADE Rules Governing Professional Development
 ADE Rules Governing the Arkansas Financial Accounting and Reporting
 System
 and Annual Training Requirements
 ADE Rules Governing Student Special Needs Funding
 ADE Advisory Guidelines for the Use of Student Restraints in Public School
 or Educational Settings
 A.C.A. § 6-10-121
 A.C.A. § 6-10-122

A.C.A. § 6-10-123
A.C.A. § 6-15-1004(c)
A.C.A. § 6-15-1302
A.C.A. § 6-15-1303
A.C.A. § 6-15-1703
A.C.A. § 6-15-2907
A.C.A. § 6-15-2911
A.C.A. § 6-15-2912
A.C.A. § 6-15-2913
A.C.A. § 6-15-2914
A.C.A. § 6-15-2916
A.C.A. § 6-16-1203
A.C.A. § 6-17-429
A.C.A. § 6-17-703
A.C.A. § 6-17-704
A.C.A. § 6-17-708
A.C.A. § 6-17-709
A.C.A. § 6-17-710
A.C.A. § 6-17-2806
A.C.A. § 6-17-2808
A.C.A. § 6-18-502(f)
A.C.A. § 6-18-514(f)
A.C.A. § 6-18-708
A.C.A. § 6-20-2204
A.C.A. § 6-20-2303 (15)
A.C.A. § 6-41-608
A.C.A. § 6-61-133

Approved 2-19-07
Last Revised 5-16-16

4.22 Reimbursement for Purchase of Supplies

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

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

Teachers may purchase supplies and supplementary materials from the District at the District's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by their principal and the Associate Superintendent for Finance, a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Receipts totaling less than \$50 will be held until total receipts are equal to or greater than \$50. Receipts including personal items or any supplies and materials not purchased for the benefit of the District's students will not be reimbursed. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property except to the extent they are used up or consumed or the purchased supplies and/or materials are intended/designed for use away from the school campus.

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

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

Approved 6-16-03
Revised 05-16-05
Revised 5-18-09
Revised 5-18-15

4.23A Sick Leave

Definitions

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

Sick Leave

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

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

Employees who are adopting or seeking to adopt a minor child or minor children may use up to fifteen (15) sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court, and bonding time. See also, 4.40 Family and Medical Leave, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.

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

At the discretion of the principal (or Superintendent), the District may require a written statement of the employee's physician. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination.

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

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

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

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 4.40 Family and Medical Leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accumulated leave; any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accumulated sick leave, vacation or personal leave.

Cross Reference: Policy 4.40—Family Medical Leave

Legal References: A.C.A. § 6-17-1201 et seq.
 29 USC §§ 2601 et seq.
 29 CFR 825.100 et seq.

4.23B Sick Leave Bank

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

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

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

2. Participation: Each staff member may voluntarily contribute one day of his/her sick leave allowance to a Long-Term Disability Leave Bank. Enrollment in the district's leave bank will be prior to September 15 of each school year for non-members and for new personnel in the District. Each person wishing to make a contribution shall do so on a Leave Bank form submitted to the Leave Bank Chairperson or to the Superintendent of Schools.
3. Governance: An eight (8) member committee shall, with the assistance of the Assistant Superintendent of Financial & Personnel Services, oversee the administration of the Leave Bank. The committee shall be comprised of six (6) classroom teachers, one representative from each school, two (2) administrators, and one (1) classified employee. Committee members will serve three (3) year terms.
4. Rules of Operation: The Long-Term Disability Leave Bank Committee shall administer the bank according to the following rules:
 - a. Personnel making contributions may request withdrawals from the bank.
 - b. The Leave Bank days may be used only upon exhaustion of a Bank member's accumulated sick leave.

- c. Leave Bank days will be granted only upon approval of the Long-Term Disability Leave Bank Committee when personal illness or disability prevents an employee from returning to work for fifteen (15) consecutive days.
 - d. Request for Leave Bank days will be made on a Leave Bank request form submitted to the Sick Leave Bank chairperson or to the Assistant Superintendent of Financial & Personnel Services.
 - e. A member may be granted a maximum of twenty (20) days per contract year.
 - f. The leave bank may solicit additional contributions if the balance drops below thirty (30) days.
 - g. When the balance of days in the Long-Term Disability Leave Bank is 300 days or more, as of June 30, active members will not be assessed an additional day at the beginning of the following year in order to maintain active status. Nonmembers and any new staff persons must contribute one day of his/her sick leave allowance in order to become an active member.
 - h. An individual who separates his/her employment from Lake Hamilton School District and who has a balance of sick leave days at the time of separation, may contribute those days, up to a maximum of ten (10) days, to the Long-Term Disability Leave Bank as long as the total balance in the bank is less than 1,000 days.
 - i. Following a contract year in which an employee was granted more than 5 days from the sick leave bank, in order to be eligible for withdrawals for the succeeding year, he/she must contribute one additional day of current sick leave to the sick leave bank.
 - j. Days from the sick leave bank shall not be granted to employees who are receiving Worker's Compensation, are eligible for Social Security Disability, or the employee returns to work.
5. Reports: The Long-Term Disability Leave Bank Committee shall be responsible for the proper maintenance and development of records and report forms. The committee shall work closely with the administration in administering the leave bank.

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

Approved 1-26-95

Revised 5-19-97

Revised 5-18-09

Revised 6-21-10

4.23C Personal and Professional Leave

Personal Leave

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

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

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

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

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

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

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

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

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

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

Professional Leave

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

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

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

CTA Business

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

Educational Leave

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

Legal Reference: A.C.A. § 6-17-211

Revised 5-18-09

Revised 5-18-15

4.24 Vacations

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

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

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

Revised 5-18-09

Revised 3-14-11

Revised 5-18-15

4.25 Dress and Appearance

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

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

Revised 5-18-09

4.26 Salary Schedule

Step	Bachelors	B+15	Masters	M+15	M+30
0	\$40,050	\$41,600	\$43,150	\$44,700	\$46,250
1	\$40,750	\$42,300	\$43,850	\$45,400	\$46,950
2	\$41,450	\$43,000	\$44,550	\$46,100	\$47,650
3	\$42,150	\$43,700	\$45,250	\$46,800	\$48,350
4	\$42,850	\$44,400	\$45,950	\$47,500	\$49,050
5	\$43,550	\$45,100	\$46,650	\$48,200	\$49,750
6	\$44,250	\$45,800	\$47,350	\$48,900	\$50,450
7	\$44,950	\$46,500	\$48,050	\$49,600	\$51,150
8	\$45,650	\$47,200	\$48,750	\$50,300	\$51,850
9	\$46,350	\$47,900	\$49,450	\$51,000	\$52,550
10	\$47,050	\$48,600	\$50,150	\$51,700	\$53,250
11	\$47,750	\$49,300	\$50,850	\$52,400	\$53,950
12	\$48,450	\$50,000	\$51,550	\$53,100	\$54,650
13	\$49,150	\$50,700	\$52,250	\$53,800	\$55,350
14	\$49,850	\$51,400	\$52,950	\$54,500	\$56,050
15	\$50,550	\$52,100	\$53,650	\$55,200	\$56,750
16		\$52,800	\$54,350	\$55,900	\$57,450
17			\$55,050	\$56,600	\$58,150
18			\$55,750	\$57,300	\$58,850
19				\$58,000	\$59,550
20					\$60,250

Approved 7-28-15

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

Arkansas Professional Pathway to Educator Licensure (APPEL) Program

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

a non-traditional provisional license shall be eligible for step increases with each successive year of employment, just as would a teacher possessing a traditional teaching license.

Licensed Employee, Seeking Additional Area or Areas of Licensure

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

National Certification

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

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

Revised 4-15-96

Last Revised 4-21-14

4.26A Stipend Schedules

LHSD Administrative Stipends

Postion	Months	Index
Associate Superintendent	12	1.0332
Director of Instruction	12	0.6200
Director of Special Services	12	0.5605
Director of Support Services	12	0.6513
Director of Technology	12	0.5313
High School Principal	12	0.6600
Junior High Principal	12	0.5845
Middle School Principal	12	0.5710
Elementary (K-5) Principals	12	0.5605
High School Asst. Principal	12	0.5583
Director of Alternative Learning	12	0.4333
High School Asst. Principal	10	0.3361
Junior High Asst. Principal	10	0.3286
Middle School Asst. Principal	10	0.3166
Elementary (K-5) Asst. Principals	10	0.3091
Coordinator of Career Education/Testing	10	0.3091
Coordinator of Gifted and Talented Education	10	0.1111
High School Dean of Students	12	0.1000
Pre-Kindergarten Director	10	0.1111
English as Second Language Coordinator	10	0.0550
Stipends are calculated based on the employee's placement on the certified teacher salary schedule. Salary for additional contract days and duties are included in this index.		

Athletic and Fine Arts Stipends

High School Coaching	Multiplier
Athletic Director	0.530
Assistant Athletic Director	0.333
Head Coach Football	0.400
Head Coach Boys Basketball	0.400
Head Coach Girls Basketball	0.400
Head Coach Track	0.285
Head Coach Cross Country	0.225
Head Coach Baseball	0.200
Head Coach Softball	0.200
Head Coach Volleyball	0.160
Head Coach Boys Soccer	0.160

Head Coach Girls Soccer	0.160
Golf Coach	0.125
Tennis Coach	0.125
Swimming Coach	0.022
Bowling Coach	0.022
Wrestling Coach	0.125
Fishing Coach	0.125
Asst. Football Coach/Defensive Coordinator	0.130
Assistant Coach Football	0.125
Assistant Coach Basketball	0.125
Assistant Coach Track	0.125
Assistant Coach Baseball	0.125
Assistant Coach Softball	0.125
Assistant Coach Soccer	0.125
Assistant Coach Volleyball	0.125
Assistant Coach Cross Country	0.125
Off- Season Coach Football	0.125
Off-Season Coach Basketball	0.125
Summer Strength Coach	0.1111
Cheer Coach	0.120
Dance Coach (Steppinwolves)	0.100
SIP Coordinator	0.057
Athletic Trainer	0.300
Arena Productions Coordinator	0.180

Junior High School Coaching	Multiplier
Head Coach Football	0.160
Head Coach Boys Basketball	0.150
Head Coach Girls Basketball	0.150
Head Coach Track	0.100
Head Coach Volleyball	0.110
Assistant Coach Football	0.100
Assistant Coach Boys Basketball	0.100
Assistant Coach Girls Basketball	0.100
Assistant Coach Volleyball	0.100
Wrestling Coach	0.100
Cheerleading Coach	0.075
Dance Coach (Dancin' Wolves)	0.075

Middle School Coaching	Multiplier
Two Full Time Sports	0.150
Single Full Time Sport	0.075

Single Part Time Sport	0.020
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Band and Choir Stipend Schedule	Multiplier
Director of Bands	0.500
Jr. High/Asst. High School Band Director	0.350
Asst. HS/Asst. JH/Asst MS	0.300
Middle School/Asst. High School Band Director	0.250
Flag Line Coach	0.015
High School/Junior High Choir Director	0.100
Middle School Choir Director	0.050
High School Musical Production Director	0.050
Stipends are calculated using the employee's placement on the Teacher Salary Schedule. Salary for additional days and duty are included in the total index.	

LHSD Activities and Misc+A2:B41ellaneous Rates*	Index/Rate
Classes and Organizations	
Senior Class (requires documentation by sponsor to principal)	0.0300
Junior Class (requires documentation by sponsor to principal)	0.0120
High School Student Council Sponsor	0.0250
Junior High Student Council Sponsor	0.0150
Middle School Student Council Sponsor	0.0150
Junior High and High School Quiz Bowl Sponsor	0.0350
Club Sponsor (requires documentation by sponsor to principal)	0.0100
Yearbook	
High School Sponsor	0.0250
High School Annual Photographer	0.0100
Jr. High/Middle School Sponsor	0.0200
Intermediate/Elementary/Primary Sponsor	0.0200
District/Miscellaneous	
Theatre Coordinator	0.0250
Building ACSIP Chair	0.0200
Department Chair (five or fewer faculty)	0.0100
Department Chair (between five and 10 faculty)	0.0150
Department Chair (more than 10 faculty)	0.0200
Building Communication Coordinator (per school)	0.0075
Building Parent Facilitator (per school)	0.0100
Summer School Teacher	Hourly Rate on TSS

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

4.26B Department/Grade Chairpersons

Grades K - 1

Kindergarten (2 years)

First Grade (2 years)

K - 1 Special Education (2 years)

Grades 2 - 3

Second Grade (2 years)

Third Grade (2 years)

2 - 3 Special Education (2 years)

Grades 4 - 5

Science

Social Studies

English Language Arts/Reading

Math

4 - 5 Special Education

Grades 6 -7

Math

English/Language Arts

Science

Social Studies

6 - 7 Special Education

Grades 8 - 9

English/Language Arts

Science

Social Studies

Math

Vocational

8 - 9 Special Education

Grades 10-12

English/Language Arts

Math

Science

Social Studies

Vocational

AP/University Studies

10 - 12 Special Education

K-12 - Media Specialist

K-12 -Health/Physical Education

K-12 Gifted/Talented Education

9-12 Foreign Language

K-12 Counselors

K - 12 Fine Arts

Revised 6-16-03

4.26C Stipend for Participation in Staff Development Activities

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

Approved 4-20-98

4.26D District Provided Fringe Benefits for Certified Employees

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

1. Sick Leave will be awarded in accordance with 4.23A.
2. Compensation for unused sick leave days will be paid in accordance with 4.23A.
3. Retiring staff members will be paid for unused sick leave days in accordance with 4.13.
4. Three days of paid leave is granted for personal business without cost to the employee (4.23C)
5. The district provides optional participation in a Long-Term Disability Leave Bank (4.23B).
6. Payroll deduction is provided for voluntary participation in credit union, professional organization dues, tax deferred annuity programs, and employee-purchased insurance products.
7. Lake Hamilton School District provides a Section 125 Cafeteria Plan program for its employees at no cost for participation.
8. The district sponsors Section 457 and Section 403b tax savings and retirement plans.
9. The district provides full coverage dental insurance to staff members and their immediate families.
10. The district pays the premium for school business trip insurance for all employees, including bus drivers.
11. The district provides vision insurance for all full time employees.

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

Revised 5-18-09
Revised 2-21-05
Approved 4-19-99
Revised 4-21-14

4.27 Pay Period for Certified Personnel

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

4.28 Resignation of Professional Staff Members

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

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

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

Revised 5-18-09

4.29 Personnel Records

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

Approved 3-13-95

4.30 Tobacco Use

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

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

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

Legal Reference: A.C.A. § 6-21-609

Revised 12-16-02

Revised 4-21-14

4.31 Duty-Free Lunch

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

(§ 6-17-111)

Revised 12-16-02

4.32 Drug-Free Workplace

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

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

Employee Assistance Program – for ARBenefits Plan Members and their families
Call Guidance Resources 24 hours a day: 1-877-247-4621
Or visit www.guidanceresources.com.

Quapaw House Inc.
Residential, and long term treatment facility
812 Mt. Pine Rd., Hot Springs, 71913, 501-624-1360

The Prevention Resource Center at the Family Service Center
1401 Malvern suite 100, Hot Springs, AR, 501-318-2648

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

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

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

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

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

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

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

Any employee convicted of any criminal drug statute violation for an offense that occurred while at work or in the performance of official duties while off district property shall report the conviction within 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 cannot properly perform his duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his supervisor, will be sent home. The employee shall be given sick leave, if owed any. The District or employee will provide transportation for the employee, and the employee may not leave campus while operating any vehicle. It is the responsibility of the employee to contact his physician in order to adjust the medication, if possible, so that the employee may return to his job unimpaired.

Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he will, again, be sent home and given sick leave, if owed any, Should the employee attempt to return to work while impaired by prescription medication a third time the employee may be subject to discipline, up to and including a recommendation of termination.

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

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

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

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

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

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

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

Revised 5-18-09

Revised 5-18-15

4.33 Certification Courses

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

The criteria for reimbursement are as follows:

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

Approved 3-13-95
Revised 5-18-09

4.34 Grant Stipend

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

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

4.35 Immunity from Suit

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

§ 6-17-107

Revised 2-21-05
Approved 3-16-92

4.36 Possession of Firearms or other Weapons

Firearms

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

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

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

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

Other Weapons

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

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

Legal References: A.C.A. § 5-73-119
 A.C.A. § 5-73-120

A.C.A. § 5-73-124(a) (2)
 A.C.A. § 5-73-301

Revised 12-16-02

Revised 02-21-05

Revised 4-21-14

4.37 Sexual Harassment

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

The District believes the best policy to create an educational and work environment free from sexual harassment is prevention; therefore, the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sexual harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to: the nature of sexual harassment; the District's written grievance procedures for complaints of sexual harassment;¹ 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;² 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 employee's 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.³

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.

Notes: This policy is similar to Policy 8.20. If you change this policy, review 8.20 at the same time to ensure applicable consistency between the two.

¹ The U.S. Department of Education Office of Civil Rights requires that there are separate written grievance procedures in addition to the written policy. The grievance procedures should include the following:

- A statement of the school's jurisdiction over Title IX complaints;
- Adequate definitions of sexual harassment (which includes sexual violence) and an explanation as to when such conduct creates a hostile environment;
- Notice of where complaints may be filed;
- Reporting policies and protocols, including provisions for confidential reporting;
- Identification of the employee or employees responsible for evaluating requests for confidentiality;
- Provisions for adequate, reliable, and impartial investigation of complaints, including the opportunity for both the complainant and alleged perpetrator to present witnesses and evidence;
- Designated and reasonably prompt time frames for the major stages of the complaint process;

- Written notice to the complainant and alleged perpetrator of the outcome of the complaint;
- Notice that Title IX prohibits retaliation;
- Notice of a student's right to file a criminal complaint and a Title IX complaint simultaneously;
- Notice of available interim measures that may be taken to protect the student in the educational setting;
- The evidentiary standard that must be used (preponderance of the evidence) (i.e., more likely than not that sexual harassment occurred) in resolving a complaint;
- Notice of potential remedies for students;
- Notice of potential sanctions against perpetrators;
- Sources of counseling, advocacy, and support; and
- Assurance that the school will take steps to prevent recurrence of any sexual harassment and remedy discriminatory effects on the complainant and others, if appropriate.

² Depending on the specific nature of the problem, remedies for the complainant might include, but are not limited to:

- Providing an escort to ensure that the complainant can move safely between classes and activities;
- Ensuring that the complainant and alleged perpetrator do not attend the same classes;
- Moving the complainant or alleged perpetrator to another school within the district;
- Providing counseling services (which must be free of charge to the student);
- Providing medical services;
- Providing academic support services, such as tutoring;
- arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record; and
- Reviewing any disciplinary actions taken against the complainant to see if there is a causal connection between the harassment and the misconduct that may have resulted in the complainant being disciplined.

³ Factors to be considered when a complainant requests no investigation or no disciplinary action be taken include:

- Circumstances that suggest there is an increased risk of the alleged perpetrator committing additional acts of sexual harassment or other violence, which include:
 - Whether there have been other sexual harassment complaints about the same alleged perpetrator;
 - Whether the alleged perpetrator has a history of arrests or records from a prior school indicating a history of violence;
 - Whether the alleged perpetrator threatened further sexual harassment or other violence against the student or others; and
 - Whether the sexual harassment was committed by multiple perpetrators;

- Whether the student's report reveals a pattern of perpetration, such as illicit use of drugs or alcohol, at a given location or by a particular group that suggests there is an increased risk of future acts of sexual harassment under similar circumstances;
- Whether the sexual harassment was perpetrated with a weapon;
- The age of the student subjected to the sexual harassment; and
- Whether the school possesses other means to obtain relevant evidence, such as through security cameras, eye witness accounts, or physical evidence.

Legal References: Title IX of the Education Amendments of 1972, 20 USC 1681, et seq.
34 CFR part 106
A.C.A. § 6-15-1005 (b) (1)

Approved 4-26-93
Revised 2-20-18

4.38 Theft of Property by an Employee

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

Approved 1-18-93

4.39 Employee Personal Property

Personal property of an employee will not be covered under the school's insurance policy except in the case of damage by fire or vandalism up to \$500.00.

Employees should provide a list of personal property kept at school to the building principal. Personal property does not include employee's personal vehicles.

Approved 4-18-94

4.40 Family and Medical Leave

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

SECTION ONE – FMLA LEAVE GENERALLY

Definitions

Eligible Employee: is an employee who has:

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

Health Care Provider: means

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

Instructional Employee: is a teacher whose principal function is teach and instruct students in a class, a small group, or an individual setting and includes, athletic coaches, driving instructors, and

special education assistants such as signers for the hearing impaired. The term does not include and the special rules related to the taking of leave near the end of a semester do not apply to, teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include administrators, counselors, librarians, psychologists, and curriculum specialists.

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

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

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

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

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

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

Policy

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

Leave Eligibility

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

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; and

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

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

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

Provisions Applicable to Both Sections One and Two

District Notice to Employees

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

Designation Notice to Employee

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave.⁵ If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability⁶ determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.⁷

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

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

Concurrent Leave under the FMLA

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

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

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

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

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

Health Insurance Coverage

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

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

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

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

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

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

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

Reporting Requirements during Leave

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

Return to Previous Position

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

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

Provisions Applicable to Section One

Employee Notice to District

Foreseeable Leave:

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

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

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

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

Unforeseeable Leave:

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

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

Medical Certification

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

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

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

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

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

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

Substitution of Paid Leave

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

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

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

Return to Work

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

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

Failure to Return to Work:

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

Intermittent or Reduced Schedule Leave

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO – FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

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

QUALIFYING EXIGENCY

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

Definitions:

“Covered active duty” means

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

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

Certification

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

Employee Notice to District

Foreseeable Leave:

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

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

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

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

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

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

SERIOUS ILLNESS

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

Definitions:

"Covered Service Member" is:

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

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

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

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

“Serious Injury or Illness”:

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

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

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

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

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

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

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

Medical Certification

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

Employee Notice to District

Foreseeable Leave:

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

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

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

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

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

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

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

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

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

employee will not be required to take more FMLA leave than necessary to address the circumstances that required the need for the leave.

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

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

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

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

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

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

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

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

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

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

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

Legal References: 29 USC §§ 2601 et seq.

29 CFR 825.100 et seq.

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

4.41 Public Office

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

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

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

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

Legal Reference: A.C.A. § 6-17-115

Approved 5-19-97
Revised 5-18-09

4.42 Computer Use

The Lake Hamilton School District provides computers and/or computer Internet access for many employees to assist employees in performing work related tasks. Employees are advised that they enjoy no expectation of privacy in any aspect of their computer use, including email.

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

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

1. Conditional Privilege: The employee's use of the district's access to the Internet is a privilege conditioned on the employee's abiding by this agreement.
2. Acceptable Use: The employee agrees that in using the district's internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an employee's use of the district's internet access interfere with, or detract from, the performance of his/her job-related duties.
3. Penalties for Improper Use: If the employee violates this agreement and misuses the Internet, the employee shall be subject to disciplinary action up to and including termination.
4. "Misuse of the district's access to the computers/internet" includes, but is not limited to, the following:
 - a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
 - b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
 - c. posting anonymous messages on the system;
 - d. using encryption software other than when required by the employee's job duties;

- e. wasteful use of limited resources provided by the school including paper;
 - e. causing congestion of the network through lengthy downloads of files other than when required by the employee's job duties;
 - f. vandalizing data of another user;
 - g. obtaining or sending information that could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
 - h. gaining or attempting to gain unauthorized access to resources or files;
 - i. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
 - j. using the network for financial or commercial gain without district permission;
 - k. theft or vandalism of data, equipment, or intellectual property;
 - l. invading the privacy of individuals other than when required by the employee's job duties;
 - m. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
 - n. introducing a virus to, or otherwise improperly tampering with, the system;
 - o. degrading or disrupting equipment or system performance;
 - p. creating a web page or associating a web page with the school or school district without proper authorization;
 - q. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
 - r. providing access to the District's Internet Access to unauthorized individuals;
 - s. taking part in any activity related to Internet use that creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
 - t. making unauthorized copies of computer software;
 - u. personal use of computers during instructional time; or
 - v. Installing software on district computers without prior approval of the Information Technology Security Officer or his/her designee except for District technology personnel as part of their job duties.
 - w. employees shall not post political opinions, religious opinions or advertisements to the district's email users.
 - x. the network administrator will conduct random checks for computer or internet abuse and report results to the employee's immediate supervisor.
 - y. computer or connectivity problems are to be addressed to the building level tech coordinator.
5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the district's computers or the Internet including penalties for copyright violations.
6. No Expectation of Privacy: The employee agrees that in using the internet through the district's access, he/she waives any right to privacy the employee may have for such use. The employee agrees that the district may monitor the employee's use of the district's internet access and may also examine all system activities the employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.

Revised 6-16-03
Approved 10-15-01

4.43 Planning Time

A master schedule shall be created by the building level principal or designee indicating when each teacher's planning period and scheduled lunch period will be. Planning time is for the purpose of scheduling conferences, instructional planning, and preparation. Each teacher will have the ability to schedule these activities during his/her designated planning time. Teachers may not leave campus during their planning time without prior permission from their building level supervisor.

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

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

Revised 5-18-09
Revised 5-16-05
Approved 6-16-03

4.44 Employment of Coaches, Band Directors, and Activity Sponsors

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

Approved 2-19-07

4.45 Responsibilities in Dealing with Sex Offenders on Campus

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

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

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

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

Approved 5-18-09

4.46 Jury Duty

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

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

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

Legal Reference: A.C.A. § 16-31-106

Approved 5-18-09

4.47 Injury from Assault

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

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

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

Legal Reference: A.C.A. § 6-17-1209

Approved 5-18-09

4.48 Insult or Abuse of Certified Personnel

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

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

Legal Reference: A.C.A. § 6-17-106

Approved 5-18-09

4.49 School Calendar

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

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

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

2018-19 Lake Hamilton School District Calendar

July 23-26	----- Professional Development
August 6-7	----- Professional Development
August 8-9	----- Teacher Workdays
August 13	----- First Day of School for Students
September 3	----- Labor Day Holiday
October 1	----- Parent/Teacher Conferences
October 12	----- End 1 st Quarter (43 Days)
October 22	----- Professional Development (Countywide)
November 19-23	----- Thanksgiving Holiday/Fall Break
December 21	----- End 2 nd Quarter (44 days)
December 24 – Jan. 4	----- Christmas Holiday
January 7	----- Classes Resume
January 21	----- Martin Luther King Holiday
February 18	----- Parent/Teacher Conferences
March 15	----- End 3 rd Quarter (48 days)
March 18 - 22	----- Spring Break
May 22	----- Last Day for Students
May 22	----- End 4 th Quarter (43 Days)
May 23	----- Teacher Workday

Legal Reference: A.C.A. § 6-15-2907(f)

A.C.A. § 6-17-201

ADE Rules Governing the Arkansas Educational Support and Accountability Act

Approved 5-15-10

Last Revised 3-12-18

4.50 Parent-Teacher Communication

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

Teachers are required to communicate during the school year with the parent(s) or legal guardian(s) of their students to discuss their academic progress. More frequent communication is required with the parent(s) or legal guardian(s) of students who are performing below grade level.

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

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

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

Approved 5-18-09
Revised 5-18-15

4.51 Responsibilities Governing Bullying

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

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

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

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

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

Definitions:

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 causes or creates a clear and present danger of:

- Physical harm to a public school employee or student or damage to the public school employee's or student's property;
- Substantial interference with a student's education or with a public school employee's role in education;
- A hostile educational environment for one (1) or more students or public school employees due to the severity, persistence, or pervasiveness of the act; or

- Substantial disruption of the orderly operation of the school or educational environment;

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

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

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

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

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

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

1. Sarcastic "compliments" about another student's personal appearance,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
5. Demeaning humor relating to a student's race, gender, ethnicity or personal characteristics,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings,
10. Threats of harm to student(s), possessions, or others,
11. Sexual harassment, as governed by licensed personnel policy

12. 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").

Note: 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

Approved 5-18-09
Last Revised 2-20-18

4.52 Duty to Report Child Abuse, Maltreatment or Neglect

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

The duty to report suspected child abuse or maltreatment is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

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

Legal References: A.C.A. § 12-12-504, 507, 517

Revised 5-18-09

4.53 Assignment of Teacher Aides

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

Legal Reference: A.C.A. § 6-17-201

Approved 5-18-09

4.54 Bus Driver Drug Testing

Scope of Policy

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

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, 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.

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. The offer of employment is also conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.

Methods of Testing

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

Definitions

Safety sensitive function includes:

- 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.

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 nonrenewal.

Testing for Cause

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

Refusal to Submit

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

- Failed to appear for any test within a reasonable period of time as determined by the employer consistent with applicable Department of Transportation agency regulation;
- Failed to remain at the testing site until the testing process was completed;
- Failed to provide a urine specimen for any required drug test;

- Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
- Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
- Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
- Failed to cooperate with any of the testing process; and/or
- Adulterated or substituted a test result as reported by the Medical Review Officer.

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

Consequences for Violations

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

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

If the result 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.

Legal References: A.C.A. § 6-19-108
 A.C.A. § 6-19-119
 A.C.A. § 27-23-201 et seq.
 49 C.F.R. § 382.101 – 605
 49 C.F.R. § part 40
 49 C.F.R. § 390.5

Arkansas Division of Academic Facilities and Transportation Rules Governing Maintenance and Operations of Arkansas Public School Buses and Physical Examinations of School Bus Drivers

Approved 5-18-09
Revised 4-21-14

Approved 5-18-09

4.55—Reimbursement of Travel Expenses

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

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

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

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

Approved 6-21-10

Revised 3-14-11

4.56—Political Activity

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

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

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

Approved 6-21-10

4.57—Video Surveillance

The board authorizes the use of video/audio surveillance cameras. The placement of video/audio surveillance cameras shall be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy anywhere on or near school property, facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing areas where an expectation of privacy is reasonable and customary.

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

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

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

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

Video recordings may become a part of a staff member's personnel record.

Approved 6-21-10

4.58—Cell Phone Use

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

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

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

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

Approved 6-21-10

Revised 4-21-14

4.59 Depositing Collected Funds

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

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

Approved 3-14-11

4.60—Workplace Injuries and Workers' Compensation

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

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

A Workers' Compensation absence may run concurrently with FMLA leave (policy 3.32) when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

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

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

- Will be charged for a day's sick leave for the all days missed until such time as the WC claim has been approved or denied;

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

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

Approved 5-20-13
Last Revised 5-16-16

4.61—Instructional Facilitator

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

The Instructional Facilitator

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

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

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

Adopted: 4-21-14

4.62—Social Networking and Ethics

Definitions

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

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

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

Policy

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

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

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

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

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

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

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

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

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

Privacy of Employee's Social Media Accounts

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

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

4. Retaliate against the employee for refusing to disclose the username and/or password to his/her personal social media account.

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

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

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

Legal Reference: A.C.A. § 11-2-124
RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS EDUCATORS

Date Adopted: 4-21-14
Last Revised:

4.63—Administrator Evaluator Certification

Continuing Administrators

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

Newly Hired or Promoted Administrators

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

Legal Reference: Arkansas Department of Education Rules Governing the Teacher Excellence and Support System 4.05

Date Adopted: 4-21-14

4.64—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. If the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

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

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

Legal Reference: A.C.A. § 6-19 -120

Date Adopted: 4-21-14

4.65—Bus Driver End of Route Review

Each bus driver shall walk inside the bus from the front to the back to make sure that all students have gotten off the bus after each trip. If a child is discovered through the bus walk, the driver will immediately notify the central office and make arrangements for transporting the child appropriately. If children are left on the bus after the bus walk through has been completed and the driver has left the bus for that trip, the driver shall be subject to discipline up to and including termination of the employee's classified contract.

Date Adopted: April 21, 2014

4.66— Teaching during Planning Period and/or of More than the Maximum Number of Students per Day

A fifth (5th) through twelfth (12th) grade teacher may voluntarily enter into an agreement with the District to teach:

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

A teacher who agrees to teach more than the maximum number of students per day is still bound by the maximum number of students per class period in the Standards for Accreditation and the Arkansas Department of Education (ADE) Rules Governing Class Size and Teaching Load. A fifth (5th) through twelfth (12th) grade teacher may not teach more than one hundred fifty (150) students per day without receiving additional compensation except when the reason for the teacher exceeding the one hundred fifty (150) per day student maximum is due to the teacher teaching a course or courses that ADE has defined as lending itself to large group instruction.

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

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

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

Neither the District nor the teacher are obligated to:

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

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

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

The method used to determine the amount of pay for teaching more than the maximum number of students is:

- 1) Take the teacher's salary from the salary schedule and divide it by the number of days in the teacher's contract to find the teacher's daily rate of pay;
- 2) Divide the teacher's daily rate of pay by one hundred fifty (150) to find the teacher's per student per day amount;
- 3) Multiply the teacher's per student per day amount by the number of students the teacher is teaching above one hundred fifty (150); and
- 4) Multiply the result by the number of days the teacher will be teaching the extra students.

4.66F—Voluntary Teaching Instead of Preparatory Period and/or Extra Daily Students Contract Addendum

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

1. Teacher has volunteered to teach a class on _____ instead of a preparatory period from _____ through _____;^{1, 2}
2. District agrees to pay Teacher for the loss of Teacher's preparatory period in the amount of _____;²
3. District agrees to pay Teacher for those students who enroll and attend Teacher's class that are in excess of the Standard's maximum daily number of students at the per student per day amount of _____³;
4. District agrees to pay teacher _____⁴.
5. This addendum between District and Teacher is in addition to and separate from any other contract between District and Teacher;
6. Teacher understands that this agreement is not covered by the Teacher Fair Dismissal Act of 1983 (A.C.A. § 6-17-1501 et seq.); and
7. District and Teacher agree that this contract shall be effective for the current semester and that future semesters shall require District and Teacher to enter into a new contract.

Teacher's Signature: _____

Date: _____

Superintendent's Signature: _____

Date: _____

Board President's Signature: _____

Date: _____

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

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

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

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

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

- Take the base contract salary and divide it by the number of days in the contract to determine the teacher's daily rate of pay; and
- Divide the teacher's daily rate of pay by one hundred fifty (150) to find the per student per day rate.

The teacher will then be paid the resulting per student amount multiplied by the number of students over one hundred fifty (150) that the teacher has enrolled each day. For example, Teacher has a contract for one hundred ninety days (190) with a salary of \$31,000. To calculate the daily per student amount would look like this:
 $(31,000/190) / 150 = \$1.09$

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

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

⁴ Insert the payment schedule you wish to use. Our recommended language is either:

- a. *"As a lump sum to be paid as part of Teacher's final check of the semester."*
- Or
- b. *The above amount(s) in (insert number of pay periods the addendum covers) equal payments, which are in addition to Teacher's regular (monthly/biweekly) payment."*

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

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

4.67 — Written Code of Conduct for Employees Involved In Procurement with Federal Funds

For purposes of this policy, “Family member” includes:

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

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

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

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

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

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

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

Legal References: A.C.A. § 6-24-101 et seq.
Arkansas Department of Education Rules Governing the Ethical Guidelines
And Prohibitions For Educational Administrators, Employees, Board
Members And Other Parties

Commissioner's Memo FIN 09-036
Commissioner's Memo FIN-10-048
Commissioner's Memo FIN 15-074
2 C.F.R. § 200.318
7 C.F.R. § 3016.36
7 C.F.R. § 3019.42

Date Adopted: 5-16-16
Last Revised

4.68—Use of Personal Protective Equipment

Employees whose job duties require the use or wearing of Personal Protective Equipment (PPE) shall use or wear the prescribed PPE at all times while performing job duties that expose employees to potential injury or illness. Examples of PPE include, but are not limited to:1

- Head and face protection:
 - o Hard hat;
 - o Bump cap;
 - o Welding helmet;
 - o Safety goggles;
 - o Safety glasses;
 - o Face shield;
- Respiratory protection:
 - o Dust/mist mask;
 - o Half-face canister respirators;
- Hearing protection:
 - o Ear plugs;
 - o Ear muffs;
- Hand protection, which is based on hazard exposure(s) and type(s) of protection needed:
 - o Leather;
 - o Latex;
 - o Rubber;
 - o Nitrile;
 - o Kevlar;
 - o Cotton;
- Body protection:
 - o Welding apron;
 - o Welding jackets;
 - o Coveralls/Tyvek suits;
- Foot Protection:
 - o Metatarsal protection;
 - o Steel toed boots/shoes;
 - o Slip resistant shoes;
- Fall Protection:
 - o Belts, harnesses, lanyards;
 - o Skylight protection;
 - o Safe ladders;
 - o Scissor lifts.

Employees operating a school-owned vehicle that is equipped with seat belts for the operator shall be secured by the seat belt at all times the employee is operating the vehicle. If the vehicle is equipped with seat belts for passengers, the employee operating the vehicle shall not put the vehicle into motion until all passengers are secured by a seat belt. Employees traveling in, but not operating, a school owned vehicle that is equipped with seat belts for passengers shall be secured by a seat belt at all times the vehicle is in motion.

Employees who fail to use or wear the prescribed PPE required by their job duties put themselves and co-workers at risk of sustaining personal injuries. Employees who are found to be performing job duties without using or wearing the necessary PPE required by the employee's job duties may be disciplined, up to and including termination.

A supervisor may be disciplined, up to and including termination, if the supervisor:

1. Fails to ensure the employee has the prescribed PPE before the employee assumes job duties requiring such equipment;
2. Fails to provide an employee replacement PPE when necessary in order for the employee to continue to perform the job duties that require the PPE; or
3. Instructs the employee to perform the employee's job duties without the prescribed PPE required by those job duties.

An employee shall not be disciplined for refusing to perform job duties that require the employee to use/wear PPE if:

- a. The employee has not been provided the prescribed PPE; or
- b. The PPE provided to the employee is damaged or worn to the extent that the PPE would not provide adequate protection to the employee.

An employee's immediate Supervisor is responsible for providing the employee training on the proper use, care, and maintenance of any and all PPE that the employee may be required to use.

Date Adopted: February 20, 2018

Last Revised: