

1.1 - LEGAL STATUS OF THE BOARD OF DIRECTORS

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

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

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

Legal Reference: A.C.A. § 6-13-620

Date Adopted: June 13, 2002

Last Revised: July 10, 2008

1.2—BOARD ORGANIZATION and VACANCIES

Election of Officers

The Board shall elect a president, vice president, and secretary at the first regular meeting following the later of the certification of the results of the annual September school election or if there is a runoff election, at the first regular meeting following the certification of the results of a run-off election. The secretary need not be a member of the Board.¹ Officers shall serve one-year terms and perform those duties as prescribed by policy of the Board. The Board shall also elect one of its members to be the primary board disbursing officer and may designate one or more additional board members as alternate board disbursing officers.²

When the position of an officer of the board becomes vacant, the officer's position shall be filled for the remainder of the year in the same manner as for the annual election of officers after the annual school election. Election of Board officers shall not occur except on a once per year basis or to fill an officer vacancy.³

Vacancies

A vacancy shall exist on the Board due to a board member's resignation, felony conviction, the board member no longer residing in the district, or other statutory reason resulting in a board member's removal from the board. The vacated position shall be filled in the manner prescribed by statute and this policy; the successor to the vacated position shall serve until the annual school election following the appointment.

A temporary vacancy exists when a Board member is called to active military service. When such a vacancy occurs, The temporary vacancy shall be filled in the manner prescribed by statute and this policy. The appointee shall serve until either the Board member who has been called to active military service returns and notifies the Board secretary of his/her desire to resume service on the Board or the Board member's term expires. Should the still active military Board member's term expire, that member may run for re-election. If re-elected, the re-elected Board member's temporary vacancy shall be filled again in the manner prescribed in this policy.

The position of any Board member who misses three (3) or more regular and consecutive board meetings due to the member's illness shall not be considered vacant provided the Board member verifies by a written, sworn statement from his/her attending physician that illness is the cause of the member's repeated absences.

Provided at least a quorum of the Board remains, the Board has thirty (30) days in which to appoint a successor to a vacated position on the Board. If less than a quorum of the Board remains or the Board fails to fill the vacancy within 30 days of the vacancy, the position shall be filled by the county quorum court.

Note: ¹The position of secretary is responsible for co-signing some documents and is also able to call special board meetings, so while A.C.A. § 6-13-618 gives you the option, we recommend electing a board member to serve as secretary. That person does NOT have to be the individual who also takes the minutes and, in fact, seldom is.

² You do not have to elect alternate disbursing officers. If you do choose to elect alternate disbursing officers change the first sentence in Policy 1.16 to reflect the allowance of signatures of alternate disbursing officers. If you choose to not have alternate disbursing officers delete that portion of the sentence in this policy. Among the considerations in choosing whether to have alternate disbursing officers is the question of how many possible signatories your district is comfortable having. At the same time, it needs to be considered whether you choose to have all signatures handwritten or if you will allow facsimile signatures. Facsimile signatures effectively negate the need for alternate disbursing officers.

³This sentence is optional; there is no statutory restriction on how often the board can elect its officers. We have included it, however, because multiple elections in a year can be disruptive to a board.

A.C.A. § 6-13-612
A.C.A. § 6-13-613
A.C.A. § 6-13-616
A.C.A. § 6-13-618
A.C.A. § 6-13-619

Date Adopted: June 13th, 2002
Last Revised: July 18th, 2013
April 10th, 2014
May 8th, 2014

1.3 - DUTIES OF THE PRESIDENT

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

- ❑ Presiding at all meetings of the Board;
- ❑ Calling special meetings of the Board;
- ❑ Working with the Superintendent to develop Board meeting agendas;
- ❑ Signing all official documents that require the signature of the chief officer of the Board of Education;
- ❑ Appointing all committees of the Board and serving as ex-officio member of such committees; and
- ❑ Performing such other duties as may be prescribed by law or action of the Board.

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

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

Date Adopted: June 13, 2002

Last Revised:

1.4 - DUTIES OF THE VICE-PRESIDENT

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

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

Date Adopted: June 13, 2002

Last Revised:

1.5—DUTIES OF THE SECRETARY

The duties of the Secretary of the Board shall include:

1. Being responsible to see that a full and accurate record of the proceedings of the Board are permanently kept and shall;
 - a. Record in the minutes, the members present, by name, at the meeting including the time of any member's late arrival to, or early departure from, a meeting;
 - b. Record the outcome of all votes taken including the time at which the vote is taken.
2. Serving as presiding officer in the absence of the President and the Vice President;
3. Being responsible for official correspondence of the Board;
4. Signing all official documents that require the signature of the Secretary of the Board of Education;
5. Calling special meetings of the Board; and
6. Performing such other duties as may be prescribed by the Board.

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

Date Adopted: June 13, 2002

Last Revised: July 18, 2013

1.6 - Board Member Voting

Establishment of a Quorum

A quorum of the Board is a majority of the membership of the Board. No vote or other board action may be taken unless there is a quorum present. A Board member must be physically present at a meeting to be counted toward establishing a quorum or to be eligible to vote. A majority of the quorum voting affirmatively is necessary for the passage of any motion.

Voting and failure to vote

All Board members, including the President, shall vote on each motion, following a second¹ and discussion of that motion.

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

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

Abstentions from Voting

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

Legal Reference: A.C.A. § 6-13-619 (c)
 A.C.A. § 25-19-106(c)(4)

Date Adopted: June 13, 2002

Last Revised: July 18, 2013

1.7 - POWERS AND DUTIES OF THE BOARD

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

Some of the duties of the Board include:

- ❑ Developing and adopting policies to effect the vision, mission, and direction of the District;
- ❑ Understanding and abiding by the proper role of the Board of Directors through study and by obtaining the necessary training professional development;
- ❑ Electing and employing a Superintendent and giving him/her the support needed to be able to effectively implement the Board's policies;
- ❑ Conducting formal and informal evaluations of the Superintendent annually or no less often than prior to any contract extension;
- ❑ Employing, upon recommendation of the administrative staff and by written contract, the staff necessary for the proper conduct of the schools;
- ❑ Approving the selection of curriculum and seeing that all courses for study and educational content prescribed by the State Board or by law for all grades of schools are offered and taught;
- ❑ Reviewing, adopting, and publishing the District's budget for the ensuing year;
- ❑ Being responsible for providing sufficient facilities, grounds, and property and ensuring they are managed and maintained for the benefit of the district;
- ❑ Monitoring District finances and receiving, reviewing, and approving each annual financial audit;
- ❑ Understanding and overseeing District finances to ensure alignment with the District's academic and facility needs and goals;
- ❑ Visiting schools and classrooms when students are present no less than annually;
- ❑ Setting an annual salary schedule;
- ❑ Being fiscally responsible to the District's patrons and maintaining the millage rate necessary to support the District's budget;
- ❑ Involving the members of the community in the District's decisions to the fullest extent practicable; and
- ❑ Striving to assure that all students are challenged and are given an equitable educational opportunity.

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

Date Adopted: November 04, 1971

Last Revised: June 13, 2002

June 11, 2009

July 16th, 2012

1.8 - GOVERNANCE BY POLICY

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

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

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

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

Date Adopted: June 13, 2002

Last Revised: July 10, 2008

1.9 - POLICY FORMULATION

The Board affirms through its policies and its policy adoption process, its belief that: (1) the schools belong to the people who create them by consent and support them by taxation; (2) the schools are only as strong as an informed citizenry and knowledgeable school staff allow them to be; (3) the support is based on knowledge of, understanding about, and participation in the efforts of its public schools. The following shall be the guidelines for policy adoption for the Paris School District.

General Policies

Policies which are not personnel policies may be recommended by the Board or any member of the Board; by the Superintendent, Assistant Superintendent, any other administrator or employee of the District; committee appointed by the Board; or by any member of the public. Policies adopted by the Board shall be within the legal framework of the State and Federal Constitutions, and appropriate statutes, rules, and court decisions.

When reviewing a proposed policy (non-personnel), the Board may elect to adopt, amend, refer back to the person proposing the policy for further consideration, take it under advisement, reject it, or refuse to consider such proposal.

Licensed and Classified Personnel Policies

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

(1) Board Proposals:

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

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

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

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

(2) Personnel Policies Committee Proposals:

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

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

- (a) Adopt the proposal;
- (b) Reject the proposal; or
- (c) Refer the proposal back to the Personnel Policies Committee for further study and revision.

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

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

Effective date of policy changes:

All personnel policy changes enacted during one fiscal year will become effective on the first day of the following fiscal year, July 1. This specifically includes any changes made between May 1 and June 30 to ensure compliance with state or federal laws, rules, or regulations or the Arkansas Department of Education Commissioner’s Memos.

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

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

For a policy change to be made effective prior to July 1 of the following fiscal year, a vote must be taken of all licensed personnel or all classified personnel, as appropriate, with the vote conducted by the appropriate PPC.

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

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

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

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

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

Legal References: A.C.A. § 6-13-619(c)
A.C.A. § 6-13-635
A.C.A. § 6-17-201, 204, 205, 2301
A.C.A. § 6-18-502(b)(1)(2)

Date Adopted: June 13, 2002
Last Revised: April 10, 2003
June 11, 2009
May 10, 2012
July 18, 2013

1.10 - ASSOCIATION MEMBERSHIPS

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

Legal Reference: A.C.A. § 6-13-107

Date Adopted: June 13, 2002

Last Revised:

1.11 - BOARD TRAINING

Board members who have served on the board for twelve (12) or more consecutive months are required to obtain a minimum of six (6) hours of training by December 31 of each calendar year. Effective with the 2006 school election, board members who are elected to serve an initial or non-continuous term shall obtain a minimum of nine (9) hours of training by December 31 of the year following their election and six (6) hours of training by December 31 of each calendar year thereafter. Hours obtained in excess of the required minimums may be carried forward through December 31 of the third calendar year following the year in which the hours were earned.

The training shall be focused on topics relevant to school laws, school operations, and the powers, duties, and responsibilities of the members of the board of directors. The responsibilities include but are not limited to legal requirements, role differentiation, and financial management, improving student achievement, reading and interpreting an audit report, and the duties and responsibilities of the various levels of employees within the District as well as those of the Board of Directors.

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

Such training may be obtained from an institution of higher learning, from instruction provided by the Arkansas Department of Education, or the Arkansas School Boards Association, or from other providers approved by the Arkansas Department of Education.

- A statement regarding the number of hours of training received each preceding calendar year shall be:
 - Part of the District's comprehensive school plan and goals;
 - Published in the same way as other components of the comprehensive plan and goals are required to be published;
 - Part of the annual school performance report required to be submitted to, and published by the Arkansas Department of Education.

Board members shall be reimbursed from school funds for expenses relating to such training—[and Board members shall be paid a \$100 per diem stipend, limited to two per year, for days necessary to attend such training with the amount of such stipend to be determined by the Board in July of each year.]

Legal Reference: A.C.A. § 6-13-629
 ADE Rule Governing Required Training for School Board Members

Date Adopted: June 13, 2002
Last Revised: June 8, 2006
 June 18, 2011

1.12 - COMMITTEES

From time to time, in order to obtain and/or encourage public participation in the operation of the District, the Board may appoint committees, which may include members of the public, students, parents, and school employees, as well as members of the Board.

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

Legal Reference: A.C.A. § 25-19-106

Date Adopted: June 13, 2002

Last Revised:

1.13 - SUPERINTENDENT/BOARD RELATIONSHIP

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

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

Date Adopted: June 13, 2002

Last Revised:

1.14 - MEETING AGENDA

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

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

District patrons wishing to have an item placed on the Board meeting's agenda must submit their requests, in writing to the Superintendent, at least 5 days prior to the meeting of the Board. The written request must be sufficiently descriptive to enable the Superintendent and Board President to fully understand and evaluate its appropriateness to be an agenda item. Such requests may be accepted, rejected, or referred back to the individual for further clarification.

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

Patrons whose written request to be placed on the meeting's agenda has been accepted shall have no more than 5 minutes to present to the Board unless specifically granted additional time by a motion approved by a majority of the Board. The speaker shall limit his/her comments to the approved topic/issue or forfeit his/her right to address the Board. The members of the Board will listen to the patron's presentation, but shall not respond to the presenter during the meeting in which the presentation is made. The Board may choose to discuss the issue presented at a later meeting, but is under no obligation to do so.

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

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

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

Cross Reference: 1.9—POLICY FORMULATION

Date Adopted: June 13, 2002

Last Revised: April 10, 2003

 April 25, 2011

 July 18, 2013

1.15 – TORT IMMUNITY

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

Date Adopted: June 13, 2002

Last Revised:

1.16 – DUTIES OF BOARD DISBURSING OFFICER

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

Legal Reference: A.C.A. § 6-13-618©

Date Adopted: May 10, 2012

Last Revised: July 18th, 2013

1.17—NEPOTISM

DEFINITIONS:

Family or family member means:

- a. An individual's spouse;
- b. Children of the individual or children of the individual's spouse;
- c. The spouse of a child of the individual or the spouse of a child of the individual's spouse;
- d. Parents of the individual or parents of the individual's spouse;
- e. Brothers and sisters of the individual or brothers and sisters of the individual's spouse;
- f. 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
- g. Anyone acting or serving as an agent of the individual or acting or serving as an agent of the individual's spouse.

Initially employed means:

- A. Employed in either an interim or permanent position for the first time or following a severance in employment with the school district;
- B. A change in the terms and conditions of an existing contract, excluding:
 - I. Renewal of a teacher contract under A.C.A. § 6-17-1506;
 - II. Renewal of a noncertified employee's contract that is required by law; or
 - III. Movement of an employee on the salary schedule which does not require board action.

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

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

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

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

EXCEPTION: SUBSTITUTES

Qualified family members of board members may be employed by the district as substitute teachers, substitute cafeteria workers, or substitute bus drivers for a period of time not to exceed thirty (30) days per fiscal year.

A family member of a school board member having worked as a substitute for the district in the past does not "grandfather" the substitute. The 30 day maximum limit is applied in all cases.

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

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

QUALIFICATIONS FOR RUNNING FOR SCHOOL BOARD MEMBER UNCHANGED

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

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

Date Adopted:

Last Revised: July 18th, 2013

1.18 – DISTRICT AUDITS

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

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

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

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

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

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

Date Adopted: April 25, 2011

Last Revised:

2.1 DUTIES OF THE SUPERINTENDENT

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

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

Some of the Superintendent's duties include:

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

Date Adopted: July 06, 1978
Last Revised: June 13, 2002
July 18th, 2013

2.2 SUPERINTENDENT COMPENSATION

The salary and employment benefits of the Superintendent shall be determined by the Board. This includes such benefits as insurance, transportation allowances, annual vacations, holidays, and any other entitlements as deemed appropriate.

Date Adopted: June 13, 2002

Last Revised:

2.3 ASSISTANT SUPERINTENDENT

The Assistant Superintendent's specific performance responsibilities shall be as follows, but not limited to:

- ❑ Coordinate all federal programs participated in by the School District. These include: ESEA Chapters I & II, PL100-297, and VI-B Pass-Through Funds. Study all federal legislation, projects and programs for the possibilities and opportunities they offer for federal grants, entitlements and allocations offered relevant to the needs of the District.
- ❑ Oversee the District's Special Education Program. This includes writing applications; ordering and distributing equipment, materials and supplies; monitoring the program in general; and completing all reports as required by the ADE.
- ❑ Oversee the District's Vocational Program. This includes working with the staff in ordering equipment, materials and supplies; monitoring the financial aspects of the program; and completing all reports as required by the ADE-VoEd.
- ❑ Make application and oversee the Gifted/Talented Program.
- ❑ Attend professional and federal meetings necessary to gather information for the enrichment of the existing school program as well as new programs and facilities.
- ❑ Coordinate a regular program for curriculum development and personnel improvement. This includes in-service training for staff members as well as securing helpful materials needed for staff development.
- ❑ Work with designated committees of teachers, principals, and lay persons in specific programs, projects, and courses of action.
- ❑ Attend and participate in all meetings of the Board of Education.
- ❑ Assist the Superintendent in developing written policies for recommendation to the School Board (many unwritten policies are used from time to time and need to be put into writing and included in the policy manual.)
- ❑ Serve on all textbook committees and be administratively responsible for the appointment of such committees.
- ❑ Serve the school in a public relations capacity. Be responsible for getting general school news (including office reports, school calendars, schedule changes, federal program news announcements, etc.) to the media.
- ❑ Be responsible for the annual School Lunch and Breakfast Program application.
- ❑ Serve as "chief executive officer" in the absence of the Superintendent.
- ❑ Keep the Superintendent informed of the status and progress of programs in areas of responsibility.
- ❑ Serve as the School District's Grievance Officer.
- ❑ To accept other administrative duties as the Superintendent may assign.

Date Adopted: July 06, 1978

Last Revised: June 13, 2002

2.4 PRINCIPAL

The Principal shall work directly under the Assistant Superintendent and the Superintendent and shall be directly responsible to them for the administration of his/her school. More specifically, his/her duties are:

- ❑ To maintain a systematic and efficient accounting system for all funds within his/her school in accordance with system and state regulations.
- ❑ To secure all substitutes for his/her school personnel when needed.
- ❑ To set up class schedules and assign pupils.
- ❑ Assignment of all school staff personnel for the best and most efficient use of their abilities.
- ❑ To direct, observe, and evaluate the work of all assigned personnel.
- ❑ To direct, supervise, and evaluate the total curricular and extra-curricular program of his/her school.
- ❑ To coordinate the activities of the school with the activities of the Elementary School, Middle School, or High School.
- ❑ To conduct regular staff meetings to keep members informed of new policies, new programs, and all scheduled activities of the school.
- ❑ To work with the Assistant Principal regarding enrollment and assignment of all pupils for their promotion, discipline, attendance, and personal records.
- ❑ Orient newly assigned staff members.
- ❑ Coordinate the school's athletic and extra-curricular activities.
- ❑ Coordinate with the Assistant Principal the preparation and supervision of reports, records, lists, and all other paperwork required of the school's administration.
- ❑ To promote pupil welfare and desirable school, pupil, teacher, and community relationships.
- ❑ To work cooperatively with other administrative personnel and their programs.
- ❑ To keep the Superintendent continually informed in areas of responsibility.
- ❑ Be responsible for the health, safety, and welfare of pupils, staff, and non-instructional personnel.
- ❑ Supervise student activities.
- ❑ Supervise the preparation of the school calendar of activities and the morning report.
- ❑ High School Principal will coordinate all senior activities.
- ❑ Perform other such duties as the Superintendent may assign.

Date Adopted: July 06, 1978

Last Revised: June 13, 2002

2.5 ASSISTANT PRINCIPAL

The Assistant Principal shall assist the Principal in the direction and supervision of the various activities of the school and perform other duties as assigned by the Principal.

Key duties under the supervision of the Principal are:

- ❑ Be responsible for student attendance and assist the Principal with new student admissions.
- ❑ To work with the Principal in matters relevant to assignment of all pupils for their promotion, discipline, and personal records.
- ❑ To coordinate with the Principal the preparation and supervision of reports, records, lists, and all other paperwork required of the school's administration.
- ❑ Enforce the policies concerning student discipline.
- ❑ Supervise the school in the absence of the Principal.
- ❑ Assist the Principal with duties of supervising athletic contests on the Paris campus. Assist Principal in assigning ticket and gate personnel for all school activities.
- ❑ Sponsor Student Council and another club.
- ❑ Work with the Principal and share responsibility of notification to parents in cases of absence, truancy, excessive tardiness, or any other matter requiring notice to parents.
- ❑ Cooperate in the conducting of safety inspections and safety drill activities.
- ❑ To work cooperatively with other administrative personnel and their programs.
- ❑ Coordinate meetings with Special Education Committees relating to developing I.E.P.'s.
- ❑ Perform such other duties and assume such other responsibilities as the Principal may assign.

Date Adopted: July 06, 1978

Last Revised: June 13, 2002

2.6 TEACHERS

A teacher shall work under direct supervision of the Principal and the Assistant Principal. Teachers are expected to:

- ❑ Attend all regular or called faculty meetings unless properly excused from the meeting by the Superintendent or Principal or Assistant Principal.
- ❑ Arrange their "leaving home" time so that arrival at school will be no later than 8:00 a.m. Teachers shall remain at school in the afternoon for at least 5 minutes following the dismissal of all students.
- ❑ Maintain a cordial and workable relationship with colleagues.
- ❑ Notify the school Principal as early as possible when it is necessary to be absent from school.
- ❑ Assist in care and protection of school property.
- ❑ Keep an accurate record of attendance and tardies on all students in his/her classroom during the year.
- ❑ Assist in extra duties such as: class sponsorship, watch duty, playground supervision, ticket sales and collection of money at school events, etc.
- ❑ Consult with the Superintendent or Principal when requesting use of any school facility or when scheduling activities other than those listed on the regular schedule.

Teachers shall be elected in March or April each year.

Contracts will be prepared as soon as the amount of funds available from the state level is known. All staff members should return their contracts within 10 days after they receive them.

Replacements for teachers not returning to the District the following year will be made as soon as qualified personnel can be secured and approved by the School Board.

Date Adopted: November 04, 1971

Last Revised: June 13, 2002

3.1 - LICENSED PERSONNEL SALARY SCHEDULE

Enter your District's salary schedule for this policy.¹ State law requires each District to include its teacher salary schedule, including stipends and other material benefits, in its written personnel policies unless the District recognizes a teachers' union in its policies for, among other things, the negotiation of salaries. In developing the salary schedule, the District will establish a normal base contract period for teachers. The District is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year licensed policies and salary schedule.

Salary Schedule 14-15

Exp	Bachelors	B + 12	B + 24	Masters	M + 15	Specialist
0	33200	33950	34700	35950	36650	37350
1	33660	34410	35160	36460	37160	37860
2	34120	34870	35620	36970	37670	38370
3	34580	35330	36080	37480	38180	38880
4	35040	35790	36540	37990	38690	39390
5	35500	36250	37000	38500	39200	39900
6	35960	36710	37460	39010	39710	40410
7	36420	37170	37920	39520	40220	40920
8	36880	37630	38380	40030	40730	41430
9	37340	38090	38840	40540	41240	41940
10	37800	38550	39300	41050	41750	42450
11	38260	39010	39760	41560	42260	42960
12	38720	39470	40220	42070	42770	43470
13	39180	39930	40680	42580	43280	43980
14	39640	40390	41140	43090	43790	44490
15	40100	40850	41600	43600	44300	45000
16	40560	41310	42060	44110	44810	45510
17	41020	41770	42520	44620	45320	46020
18	41480	42230	42980	45130	45830	46530
19	41940	42690	43440	45640	46340	47040
20				46150	46850	47550
21				46450	47150	47850
22				46750	47450	48150
23				47050	47750	48450
24				47350	48050	48750
25				47650	48350	49050

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

Districts shall distribute funding for health insurance coverage in accordance with state law, the Affordable Care Act, and policy 7.23-Health Care Coverage and the Affordable Care Act. The District reserves the right to adjust the monthly distribution as necessary to account for changes in staffing, student population, and the ADE determination of the funding required to be distributed based on the funding matrix. Specifically, the amount distributed to each employee is NOT part of their salary and is NOT guaranteed to be the same from month-to-month or year-to-year. ³

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

Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to the superintendent⁴. The appropriate salary increase will be reflected in the next paycheck provided it is at least two weeks from the time the notice and documentation is delivered.⁵ All salary changes will be on a "go forward" basis, and no back pay will be awarded.

Arkansas Professional Pathway to Educator Licensure (APPEL) Program

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

Licensed employee, seeking additional area or areas of licensure

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

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

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

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

Therefore, the Paris School District Board of Directors approves and resolves that the spreadsheet including those explanations are a factual representation of the raises given for the 14/15 school-year.

¹Your district's salary schedule should be inserted in place of this paragraph. The remainder of the policy should remain in the policy. It's important to note that any changes to the salary schedule must go through the PPC and the Board adopt the policy with the actual salary schedule included in the adopted policy. The ADE Rules governing salary schedules includes the following definition which you can use to ensure you have included the data they will be looking for when you are reviewed. "**Licensed Salary Schedule** is a set of matrices that are updated and published each school year that contains the minimum salary licensed employees earn based on number of years of experience, education degrees, computations for extended contracts, and salary supplements for additional duties or responsibilities. The salary schedule is required to reflect the actual pay practices of the district."

²Select the number of days your district chooses to use to qualify teachers to be eligible for a step increase. 160 days is merely a suggestion, but it aligns with the Teacher Retirement's requirement to earn credit toward retirement benefits.

³ The reason for the vagueness of the new policy language is because there is much yet to be decided about the issues involved. The funding contained in the matrix is based on a "prototypical" school of 500 and provides health insurance

funding for 34.665 licensed personnel positions. There is NO provision for health insurance funding for classified positions or for any positions beyond what are included in the matrix. Language contained in Acts 3 and 6 of the First Extraordinary Session, 2013 requires districts to expend all the funding it receives from the matrix for health insurance in support of public school health insurance premiums. This language is codified at A.C.A. § 21-5-405(b)(4)(C)(1) and is included in your new law books. The language is horribly vague in terms of defining exactly how the funding levels are to be determined and how often they might be adjusted. For example, will they be calculated quarterly or only be based on your third quarter ADM? Will they be distributed in 11 installments or all at once? What are districts to do as staffing levels, the number of participating employees, and ADM change over the course of a year. These can all have an effect on the per participant amount available/required for districts to distribute to help employees pay their premiums or to go toward a Health Savings Account (HSA). There is no requirement, however, that Bronze Plan employees have an HSA. This presents the potential problem of how to distribute any excess funding evenly as required by A.C.A. § 6-17-117(c)(1). ASBA has discussed these issues with ADE and as of this update; no decision has been reached on the thorny questions.

⁴ Insert the title of the appropriate person.

⁵ This sentence is optional, but you do need to establish a date when a pay increase triggered by additional schooling will take effect. Include a period of advance notice that works for your district. In selecting the length of time, consider your employee's time to verify the transcript and execute the contract addendum.

Cross References: Policy 1.9—POLICY FORMULATION
7.23-Health Care Coverage and the Affordable Care Act

Legal References: A.C.A. § 6-17-201, 202, 2403
A.C.A. § 6-20-2305(f)(4)
A.C.A. § 21-5-405
ADE Rules Governing School District Requirements for Personnel Policies, Salary Schedules, Minimum Salaries, and Documents Posted to District Websites

Date Adopted: May 8, 2008
Last Revised: May 12, 2011
April 26, 2012
April 11, 2013
July 18, 2013
February 17, 2014

3.2 - LICENSED PERSONNEL EVALUATION

Definitions

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

"Inquiry category" is a category in which the building level or district level leader consistently demonstrates progressing, proficient, and/or exemplary performance on standards and functions in the Leader Excellence and Development System (LEADS) rubric.

“Intensive Category” is a category in which a building level or district level leader receives a rating of not meeting standards on the summative evaluation rubric as defined by the LEADS Rules.

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

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

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

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

Teachers

Teachers will be evaluated under the provisions and timelines of the Teacher Excellence 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. Each school-year, the district will conduct a summative evaluation over all domains and components on all probationary teachers as well as any teacher currently on an "intensive support" improvement plan or who has successfully completed intensive support or participated in an improvement plan during the current or previous school-year. All teachers not covered in the previous sentence will have a summative evaluation over all domains and components at least once every three years. To establish the initial three-year rotation schedule for non-probationary teachers to be summatively evaluated, at least **one-third of each school's non-probationary teachers will be selected for evaluation by_____**.⁴

All teachers shall develop a Professional Growth Plan (PGP) annually that 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. The teacher's job performance will be measured based on how well the teacher's PGP's goals have been met.

While teachers are required to be summatively evaluated once every three-years, the teacher's evaluator may conduct a summative evaluation in any year.

In addition to a teacher's summative evaluation, an evaluator or designee shall conduct interim teacher appraisals during the year to provide a teacher with immediate feedback about the teacher's teaching practices; engage the teacher in a collaborative, supportive learning process; and help the teacher use formative assessments to inform the teacher of student progress and adapt teaching practices based on the formative assessments.

Evaluators may also conduct informal classroom observations during the year for the same purpose as a formal classroom observation but those is of shorter duration and are unannounced.

Building Level or District Level Evaluations

Building level or district level leaders will be evaluated under the schedule and provisions required by LEADS.

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

Novice category and probationary building level or district level leaders, those building level or district level leaders who have been placed in the Intensive category, and those building level or district level leaders who have not had a summative evaluation the previous two years will have a summative evaluation. 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. In subsequent years, he/she shall revise his/her PGP and associated documents required under LEADS.

The building level or district level leader shall annually revise his/her PGP and associated documents required under LEADS. His/her job performance will be measured on how well the PGP's goals have been met.

To establish the initial three-year rotation schedule for inquiry category building level or district level leaders to be summatively evaluated, at least one-third of each school's inquiry category building level or district level leaders will be **selected for evaluation by_____**.⁴

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

Notes: The language in this policy is intentionally very broad. The Rules are still in the process of background development that will be used to rewrite/amend them. We strongly advise that you don't try to insert a lot of process/procedure language in the policy and leave that to a separate "Procedures" document that lays out the specificity of how you are going to fully implement the TESS/LEADS requirements. For example, don't include such things as how many formative assessments you will require; how many informal evaluations will be conducted; or the dates for when the summative evaluations will take place. TESS/LEADS is a huge change in how evaluations will take place in Arkansas. There is simply no way to avoid the fact that several additional changes will need to take place before it becomes a fully implemented, well-functioning system. While those changes will likely also require further changes to this policy, our goal in this rewrite has been to try to lessen the possible triggers for such policy amendments.

Legal References: A.C.A. § 6-17-1501 et seq.
 A.C.A. § 6-17-2801 et seq.
 Arkansas Department of Education Rules Governing the Teacher Excellence and Support System
 Arkansas Department of Education Rules Governing the Leader Excellence and
 Development System (LEADS)

Date Adopted:

Last Revised: June 13, 2002
 August 14, 2003
 July 18th, 2013
 February 17, 2014

3.2.1 - CERTIFIED PERSONNEL EVALUATIONS: Improper Relationships

It is unethical for an employee in a supervisory position to engage in favoritism or improper use of authority for any reason. Any employee who directly supervises another employee should avoid the appearance of unethical conduct by refraining from romantic involvement with a subordinate.

It is the intent of this policy to prohibit the exploitation of a supervisory relationship in the workplace. It is not the intent of this policy to discourage or prohibit friendships or social activity among any classification of Paris Public School employees.

Date Adopted: June 16, 2011

Last Revised:

3.3 – LICENSED JOB VACANCY

The Paris School District believes that hiring quality staff is essential to having a quality school system. The Board of Education encourages the following procedures to be followed to ensure the selection of the best candidate for the position.

- ❑ The vacant position should be advertised both in-District and out-of-District.
- ❑ The use of a committee is encouraged in the selection and interview process.
- ❑ The Superintendent is responsible for recommending the best candidate to the board based on his/her judgment.

Date Adopted: March 5, 1992

Last Revised: May 4, 1995
April 12, 2001
June 13, 2002

3.4 - LICENSED PERSONNEL REDUCTION IN FORCE

SECTION ONE

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

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

If a reduction in force becomes necessary in a licensure area and/or specific grade level(s), the teacher's length of service in the district shall be the initial determining factor. The teacher with the most years of employment as a licensed teacher in the district as compared to other teachers in the same licensure area and/or specific grade level(s) shall prevail. Length of service in a classified position shall not count for the purpose of length of service for a licensed position. Total years of service to the district shall include non-continuous years of service. Being employed fewer than 160 days in a school year shall not constitute a year.

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

Points

- Years of service in the district—1 point per year

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

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

- Graduate degree in any area of licensure in which the teacher will be ranked (only the highest level of points apply)
 - 1 point—Master's degree
 - 2 points—Master's degree plus thirty additional hours
 - 3 points—Educational specialist degree
 - 4 points—Doctoral degree
- National Board of Professional Teaching Standards certification—3 points
- Additional academic content areas of endorsement as identified by the State Board—1 point per area
- Licensure for teaching in a State Board identified shortage area—2 points
- Multiple areas and/or grade levels of licensure as identified by the State Board —1 point per additional area or grade level as applicable. For example, a P-4 license or a 5-8 social studies license is each worth one point.

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

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

annual professional development training.

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

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

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

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

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: June 13, 2002

Last Revised: June 9, 2005

June 8, 2006

April 25, 2011

April 26, 2012

July 18th, 2013

February 17, 2014

3.5 - CERTIFIED PERSONNEL CONTRACT RETURN

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

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

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

Date Adopted: June 13, 2002

Last Revised:

3.6 - LICENSED PERSONNEL EMPLOYEE TRAINING

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

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

Each licensed employee who is on a 190 day contract shall receive a minimum of sixty (60) hours of PD annually to be fulfilled between July 1 and June 30.¹ 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.²

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

The goal of all PD activities shall be improved teaching and learning knowledge and skills that result in individual, team, school-wide, and District-wide improvement designed to ensure that all students demonstrate proficiency on the state's academic standards. The District's PD plan shall be research-based and standards-based and in alignment with applicable 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 which an employee is allowed to substitute PD activities, different than those offered by the District, but which is still aligned to the employee's Individual Improvement Plan, Professional Growth Plan, or the school's ACSIP. The District shall determine on an annual basis how many, if any, flex hours of PD it will allow to be substituted for District scheduled PD offerings. The determination may be made at an individual building, a grade, or by subject basis. The District administration and the building principal have the authority to require attendance at specific PD activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex PD hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the licensed employee's required hours shall equal one contract day. Hours of PD earned by an employee that is not at the request of the District and is in excess of the employee's required hours, or not pre-approved by the building

principal, shall not be credited toward fulfilling the required number of contract days for that employee.³ 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.⁴

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 professional development that is integrated within other professional development offerings including taking or teaching an online or blended course.

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

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

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

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

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

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

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

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. 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.⁵

Teachers' PD shall meet the requirements prescribed under the Teacher Evaluation Support System (TESS).⁶

By the end of the 2014-15 school-year, teachers shall have received professional awareness on the indicators of dyslexia and the science behind teaching a student who is dyslexic.⁷

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

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

Licensed personnel shall receive fifteen (15) PD hours for a three-hour undergraduate or graduate level college course that meets the criteria identified in law and applicable ADE rules. A maximum of eighteen (18) such hours may be applied toward the thirty six (36) hours of PD required annually for license renewal.⁸

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

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

PD activities shall relate to the following areas:

- Content (K-12);
- Instructional strategies;
- Assessment/data-driven decision making;

Advocacy/leadership/fiscal management;
Systemic change process;
Standards, frameworks, and curriculum alignment;
Supervision; mentoring/peer coaching;
Next generation learning/integrated technology;
Principles of learning/developmental stages/diverse learners;
Cognitive research;
Parent involvement/academic planning and scholarship;
Building a collaborative learning community;
Student health and wellness; and
The Code of Ethics for Arkansas Educators.

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

School Fire Marshall program (A.C.A. § 6-10-110);

Tornado safety drills (A.C.A. § 6-10-121);

Literacy assessments and/or mathematics assessments (A.C.A. § 6-15-420);

Test security and confidentiality (A.C.A. § 6-15-438);

Emergency plans for terrorist attacks (A.C.A. § 6-15-1302);

Teacher Excellence and Support System (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 academic, fiscal and facilities distress statutes and rules; and

Annual active shooter drills (6-15-1303).⁹

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

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

² A.C.A. § 6-17-2402(1) defines a "basic contract" as a teacher employment contract for 190 days that includes 10 days of PD. Based on that, the new rules establish separate requirements for 190 day contract employees and all other licensed employees. Under the rules, ONLY 190 day contract employees on a "basic teacher contract" are required to receive 60 hours of PD annually. All employees have to get 36 hours for their license renewal, but if the employee is not on a 190 day contract, there is no requirement for hours beyond the 36.

³ The number of contract days may vary between employees, but the concern here is with the number of contract days specified in each individual employee's contract.

⁴ There is confusion surrounding districts requiring more than the required PD and employees who get more than their required hours, but do so of their own choosing. A.C.A. § 6-17-807(a) requires districts to pay a teacher their daily rate of pay for days worked in excess of the number in their contract. Each 6 hours of PD equal one day worked. Teachers who are required/requested to attend 6 more hours than they are required by statute to attain have worked an extra day of their contract. This can be addressed by giving the employees a flex PD day off or paying them their daily rate of pay for the extra day worked. Teachers who are so dedicated that, on their own, they get more than their required PD hours do not get credit for a day worked for each 6 hours of excess PD.

⁵This requirement tracks the language in model policy 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION and is based on the proposed revised TESS Rules. A corollary point to this policy's sentence is to make the hiring of any new administrator who will be responsible for conducting TESS summative evaluations contingent upon the new hire's successful credentialing for TESS evaluations. We suggest calling the ASBA staff attorney for language, including required completion dates and employment consequences, for both the hiring motion, and to include on the contract, where it should remain until TESS credentials are successfully obtained.

⁶TESS includes requirements and restrictions on PD that is not otherwise prescribed by law or rule and that varies by whether the teacher has a summative evaluation and/or is on Intensive Support Status. Consult A.C.A. § 6-17-2806 for specifics.

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

⁸This is an instance of the rules not mirroring the statute, A.C.A. § 6-15-1004(c), so we suggest reading Section 4 of the PD Rules along with the statute. Both permit the district to require additional hours, but if you choose to do so and the employee's required PD is in excess of 36 or 60, as applicable, the employee is due his/her daily rate of pay for the excess hours. See footnote #4.

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

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

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04
ADE Rules Governing Professional Development
ADE Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements

A. C.A. § 6-10-121	A. C.A. § 6-10-122	A. C.A. § 6-10-123	A.C.A. § 6-15-404(f)(2)
A.C.A. § 6-15-420	A.C.A. § 6-15-426(f)(g)(h)		A.C.A. § 6-15-438
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. § 6-16-1203	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. § 6-17-2806	A.C.A. § 6-17-2808	A.C.A. § 6-18-502(f)
A.C.A. § 6-18-514(f)	A.C.A. § 6-20-2204	A.C.A. § 6-20-2303 (15)	A.C.A. § 6-41-608
A.C.A. § 6-61-133			

Date Adopted: December 4, 1987

Last Revised:	June 13, 2002	July 1, 2003	April 8, 2004	June 9, 2005
	May 10, 2007	June 11, 2009	May 12, 2011	April 26, 2012
	July 18, 2013	May 8 th , 2014		

3.7—LICENSED PERSONNEL BUS DRIVER DRUG TESTING

Scope of Policy

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

The employee shall possess a current commercial vehicle driver's license for driving a school bus;

Have undergone a physical examination, which shall include a drug test,¹ by a licensed physician or advanced practice nurse within the past two years; and

A current valid certificate of school bus driver in service training.²

Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test result for that employee.³ The offer of employment is also conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.⁴

Methods of Testing

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

Definitions

"Safety sensitive function" includes:

All time spent inspecting, servicing, and/or preparing the vehicle;

All time spent driving the vehicle;

All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and

All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

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

Is designed to carry more than ten (10) passengers;

Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and

Is operated for the transportation of students from home to school, from school to home, or to and from school events.⁵

Requirements

Employees shall be drug and alcohol free from the time the employee is required to be ready to work until the employee is relieved from the responsibility for performing work and/or any time they are performing a safety-sensitive function.

In addition to the testing required as an initial condition of employment, employees shall submit to subsequent drug tests as required by law and/or regulation. Subsequent testing includes, and/or is triggered by, but is not limited to:

Random tests;

Testing in conjunction with an accident;

Receiving a citation for a moving traffic violation; and

Reasonable suspicion.

Prohibitions

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;

No driver shall use alcohol while performing safety-sensitive functions;

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

Violation of any of these prohibitions may lead to disciplinary action being taken against the employee, which could include termination or 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.⁶

Refusal to Submit

Refusal to submit to an alcohol or controlled substance test means that the driver
Failed to appear for any test within a reasonable period of time as determined by the employer consistent with applicable Department of Transportation agency regulation;

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

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

Consequences for Violations

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or nonrenewal of their contract of employment.⁵⁷

Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just

preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulable observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the driver to submit to "reasonable suspicion" tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver the Superintendent or his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of 24 hours from the time the observation was made triggering the driver's removal from duty.

If the results for an alcohol test administered to a driver are 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.

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

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

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

Give a copy of this policy to your drivers.

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

¹ You have the option of also requiring an alcohol test, but you may not selectively require it, i.e. if you require it for one prospective employee you must require it for all prospective employees.

² A.C.A. § 6-19-108(f) requires extracurricular trips be made only by certified bus drivers who have a valid in service training certificate.

³ While A.C.A. § 6-19-108(e) permits a district to hire a non-certified bus driver in an emergency situation, 49CFR382.301 forbids a first time driver (employee) from performing any safety sensitive functions prior to the district receiving a negative drug test for the employee. Therefore, ASBA advises not hiring a bus driver under A.C.A. § 6-19-108(e) until he/she has had a negative drug/alcohol test.

⁴ While the provisions for fines contained in 27-23-209 do not apply to school districts, school districts are still required to comply with this law. It is for this reason, along with simple prudence in not hiring a person who receives a positive drug/alcohol test, that this language is included. The request for information required by the state is in addition to the federal requirement (49CFR40.25(a)(b)) that you request drug and alcohol test results from any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two years prior to the date of the employee's application.

⁵ Students are not required to be transported on a school bus as long as the transporting vehicle is not scheduled for a regularly occurring route or takes a route that contains frequent stops to pick up or drop off students.

⁶ Employers are required to report to the Office of Driver Services of the Revenue Division of the Department of Finance and Administration within three (3) business days the results of an alcohol test if it was performed due to cause or as part of random testing and the results were positive or the employee refused to provide a specimen for testing.

⁷ The drivers covered under this policy are those who are required to have a teaching license as a prerequisite for their job. Federal law requires you to remove them from safety-sensitive functions when a drug or alcohol related problem exists, but does not enter into the realm of dismissing them

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

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

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

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

Date Adopted: November 2, 1995

Last Revised: June 13, 2002

July 1, 2003

May 10, 2007

July 18th, 2013

February 17th, 2014

3.8 - LICENSED PERSONNEL SICK LEAVE

A husband/wife may donate up to ten (10) days to their spouse for extenuating circumstances (this includes pregnancy). If a husband/wife donates or receives any days that were donated by their spouse in one school year, they may not participate in any way the next year. Both husband and wife must have taught in the Paris School District for three (3) years and both be certified employees to participate in this option. The Superintendent or his/her designee will determine conditions to be classified as extenuating. The decision of the Superintendent will be final. PSD

Definitions

“Employee” is a full-time employee of the District *defined as working 25 hours or more per week with a combined total of 925 hours per school year. Employees working less than 25 hours per week and/or less than 925 hours per school year will not receive leave.*

“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.

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

“Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of *one hundred and twenty (120) days* accrued from previous contract, but not used.

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

Sick Leave

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

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

Pay for sick leave shall be at the employee’s daily rate of pay, which is that employee’s total contracted salary, divided by the number of days employed as reflected in the contract. Absences for illness in excess of the employee’s accumulated and current sick leave shall result in a deduction from the employee’s pay at the daily rate as defined above. *Any days in excess of 120, will be paid to the employee at the end of the school year at a rate of ¼ the employee’s daily rate of pay. PSD*

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

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

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

If the employee's absences are not subject to the FMLA or are in excess of what is protected under the FMLA, excessive absenteeism, 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 dismissal.

Payment for Unused Sick Days

Each employee will have the option to have the Paris School District buy back unused sick days the month prior to the teacher entering T-Drop. The rate will be according to the current district policy. Only employees eligible to enter T-Drop and that have filed all paper work with Teacher Retirement are eligible for this option.

The Paris School District will only buy back unused sick days one time for each employee.

If the employee is paid for their unused sick days, they are no longer eligible to withdraw days from the District sick leave bank. PSD

Sick Leave and Family Medical Leave Act (FMLA) Leave

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

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

Cross Reference: Policy 3.32 – LICENSED PERSONNEL FAMILY MEDICAL LEAVE

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

Date Adopted: June 10, 1999
Last Revised: June 13, 2002
 April 8, 2004
 March 15, 2007
 May 8, 2008
 April 25, 2011
 April 26, 2012
 May 9, 2013

3.8.1 - MISCELLANEOUS LEAVE POLICIES

Any employee that has perfect attendance in a semester will receive only one \$200 bonus regardless of how many contracted positions held. Perfect attendance is defined as not missing any sick, personal, or benevolence days and working the full semester. Any dispute as to what constitutes perfect attendance will be determined by the Superintendent or his/her designee. Perfect attendance bonuses will be paid in June.

Upon retirement all personnel will be compensated in extra salary for unused sick leave under the following conditions:

- The employee has worked for the Paris School District for five (5) years.
- The employee must be an approved applicant for teacher retirement benefits.
- The per diem compensation shall be one-fourth the current daily salary of the employee times the number of sick leave days accumulated.
- The policy does not apply for employees applying to T-Drop.
- Compensation will be paid annually in June.

Upon the death of any employee, the designated heir will be compensated for unused sick leave under the following conditions:

- The employee has worked for the Paris School District for five (5) years.
- The per diem compensation shall be one-fourth the current daily salary of the employee times the number of sick leave days accumulated.

Benevolence Day

Each employee may use one (1) day each year to attend a funeral or memorial service by notifying the building principal one day in advance of their absence. This will not affect the number of sick or personal days an employee receives or has accumulated. The Benevolence Day may not be carried forward or transferred to sick or personal days. Employees may choose to use two (2) one-half days rather than one (1) full day. No other fraction of a day will be recorded (example: three (3) one-third days or four (4) one-fourth days).

Vacation Days

All 12-month (240 days) employees will receive two weeks (ten work days) vacation. All vacation must be taken between July 1 and June 30. No vacation days may be carried over to the next year. An employee that has not used all their vacation days may request to the Superintendent that they receive compensation for unused vacation days. The employee must have prior approval before applying for compensation for unused vacation days. The daily rate of pay will be one half of the daily rate of pay of the employee.

Date Adopted: June 10, 1999

Last Revised: June 13, 2002

April 8, 2004

April 12, 2007

May 8, 2008

April 25, 2011

3.8.2 – Proposed Certified Long Term Substitute Pay Scale

Any substitute teacher employed for 6 weeks or longer, who holds a certified teaching certificate, will be paid at the rate of \$75.00 per day for the first 20 days. Pay will increase for any additional days above 20 at the rate of a Bachelor's degree with zero experience on the current certified salary schedule retroactive to the first day. The certified substitute will not be eligible for any benefits, sick days, etc...under current law. The certified substitute will report days worked on a timesheet. For example a substitute working for 6 weeks (30 days) would receive the following:

20 days @ \$75 = \$1500

10 days @ \$174.73 = \$1747.30

20 days retroactive @ \$99.73 = \$1994.60

Date adopted: Nov 14th, 2013

3.9 - LICENSED PERSONNEL SICK LEAVE BANK

When an employee has a need for additional sick days, due to a catastrophic, unusual illness, or accident, a written request must be made to the building principal and approved by the sick leave committee. An employee must have completed three (3) years employment in the Paris School District to be eligible to borrow sick days.

An employee may contribute up to three (3) days from his/her sick leave bank, per written request. A sick leave contribution form must be filled out, signed and turned in at the Superintendent's office.

The contributed leave, from employees with the most days in their sick leave banks, will be used first.

The leave will be added to the requesting employee's leave bank as needed. All leave donated must be used in conjunction with the illness that resulted in the employee's request. No leave will be carried over.

The sick leave committee will consist of the current Personnel Policy Committee members and the Superintendent or his/her designee.

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: June 10, 1999

Last Revised: June 13, 2002

May 8, 2008

3.10 - LICENSED PERSONNEL PLANNING TIME

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

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

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

Date Adopted: August 14, 2003

Last Revised: June 9, 2005

April 26, 2012

3.11 - LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

Personal Leave

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive three days of personal leave per contract year. The leave may be taken in increments of no less than .5

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

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

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

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

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

Employees who fail to report to work when their request for a personal day has been denied or who have exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave without pay). While there are instances where personal circumstances necessitate an employee's absence beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies and/or as permitted by policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

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

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

Professional Leave

"Professional Leave" is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which can serve to improve the school District's instructional program or enhances the employee's ability to perform his duties. Professional leave will also be granted when a school District employee is subpoenaed for a matter arising out of the employee's employment with the school District. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor's decision is subject to

review and overruling by the superintendent. Budgeting concerns and the potential benefit for the District's students will be taken into consideration in reviewing a request for professional leave.

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

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

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

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

Legal Reference: A.C.A. § 6-17-211

Date Adopted: June 10, 1999
Last Revised: June 13, 2002
May 10, 2007
May 8, 2008
April 26, 2012
July 18th, 2013

3.12-LICENSED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS

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

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

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

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

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

Date Adopted: May 10, 2007

Last Revised:

3.13 - LICENSED PERSONNEL PUBLIC OFFICE

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

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

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

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

Legal Reference: A.C.A. § 6-17-115

Date Adopted: June 13, 2002
Last Revised: July 1, 2004
 April 26, 2012

3.14 - LICENSED PERSONNEL JURY DUTY

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

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

Legal Reference: A.C.A. § 16-31-106

Date Adopted: June 13, 2002

Last Revised:

3.15 - LICENSED PERSONNEL LEAVE — INJURY FROM ASSAULT

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

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

In order to obtain leave under this policy, the teacher must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the teacher to return to work, and written statements from witnesses (or other documentation as appropriate to a given incident) to prove that the incident occurred in the course of the teacher's employment. The School Board may request that the Employee be examined by a licensed, practicing health-care provider of the Board's choosing to verify work ability. If there is a disagreement between the Employee's licensed, practicing health-care provider and the Board's licensed, practicing health-care provider, a third opinion shall be requested from someone that both the Employee and the Board agree upon licensed, practicing health-care provider shall be the decision by which the Board and the Employee shall abide.

The Employee shall not draw worker's compensation or hold any other employment during the time the District is paying full salary under the conditions of the policy.

Legal Reference: A.C.A. § 6-17-1209

Date Adopted: November 2, 1995

Last Revised: June 13, 2002

April 8, 2004

3.17 - 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

Date Adopted: June 13, 2002

Last Revised:

3.18 - LICENSED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

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

Sick Leave and Outside Employment

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

Notes: This policy is similar to Policy 8.12. If you change this policy, review 8.12 at the same time to ensure applicable consistency between the two.

¹ If, for example, the conflict is between a teacher's supplemental contract as a bus driver and a licensed personnel staff meeting, if the district cannot find a substitute bus driver on that particular day, the bus route may need to trump attendance at the staff meeting.

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

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

Date Adopted: June 13, 2002

Last Revised: February 17th, 2014

3.19 - LICENSED PERSONNEL EMPLOYMENT

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

If the employee provides false or misleading information, or if he 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.

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

In accordance with Arkansas law¹, the District provides a veteran preference to applicants who qualify for one of the following categories:

- a veteran without a service-connected disability;
- a veteran with a service-connected disability;
- a deceased veteran's spouse who is unmarried throughout the hiring process; or

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

A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or

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

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

Indicate on the employment application the category the applicant qualifies for;

Attach the following documentation, **as applicable**, to the employment application:

Form DD-214 indicating honorable discharge;

A letter dated within the last six months from the applicant's command indicating years of service in the National Guard or Reserve Forces as well as the applicant's current status;

Marriage license;

Death certificate;

Disability letter from the Veteran's Administration (in the case of an applicant with a service-related disability).

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

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

¹ Act 444 of 2013, as codified at A.C.A. § 21-3-301 et seq., added public schools to the list of employers required to provide a preference to applicants who qualify for a veteran or a deceased veteran's spouse category when selecting interview candidates, during the interview process, in selecting a new employee.

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

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

Legal References: A.C.A. § 6-17-411
A.C.A. § 21-3-302
A.C.A. § 21-3-303

Date Adopted: June 13, 2002
Last Revised: April 26, 2012
 July 18, 2013
 February 17th, 2014

3.20 - LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

Employees shall be reimbursed for personal and/or travel expenses incurred while performing duties or attending workshops or other employment-related functions, provided that prior written approval for the activity for which the employee seeks reimbursement has been received from the Superintendent and principal (or other immediate supervision 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 must obtain approval.

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

The provisions of policy 7.12 – EXPENSE REIMBURSEMENT are incorporated by reference into this policy.

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: June 13, 2002
Last Revised: August 14, 2003
April 25, 2011

3.21 - LICENSED PERSONNEL TOBACCO USE

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

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

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: August 13, 1987

Last Revised: August 3, 1995

June 13, 2002

July 18th, 2013

3.22 - LICENSED PERSONNEL DRESS OF EMPLOYEES

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

Date Adopted: June 13, 2002

Last Revised:

3.23 - LICENSED PERSONNEL POLITICAL ACTIVITY

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

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

- Using students for preparation or dissemination of campaign materials;
- Distributing political materials;
- Distributing or otherwise seeking signatures on petitions of any kind;
- Posting political materials; and

Discussing political matters with students, in the classroom, in other than circumstances appropriate to the Frameworks and/or the curricular goals and objectives of the class.

Date Adopted: June 13, 2002

Last Revised: May 11, 2006

3.24 - LICENSED PERSONNEL DEBTS

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

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

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

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

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

Date Adopted: June 13, 2002

Last Revised: July 18th, 2013

3.25 - LICENSED PERSONNEL GRIEVANCE

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

Definitions

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

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

More than one individual has interest in the matter; and

The group has a well-defined common interest in the facts and/or circumstances of the grievance; and

The group has designated an employee spokesperson to meet with administration and/or the board; and

All individuals within the group are requesting the same relief.

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

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

Day: a calendar day, unless otherwise specified.

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

Process

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

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

Level Two (when appeal is to the building principal): Upon receipt of a Level Two Grievance Form, the building principal will have ten working days to schedule a conference with the employee filing the grievance. The principal shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the principal will have ten working days in which to deliver a written response to the grievance to the employee. If the grievance is not advanced to Level Three within five (5) working days, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

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

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

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Education within five working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent. If the grievance is not appealed to the Board of Directors within five (5) working days of his/her receipt of the superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievance. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently re-file their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

Records

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

Reprisals

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

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

Date Adopted: June 6, 1991

Last Revised: June 13, 2002

August 14, 2003

April 8, 2004

May 10, 2007

3.25F - LICENSED PERSONNEL Level Two Grievance Form

Name: _____

Date submitted to supervisor: _____

Personnel Policy grievance is based upon:

Grievance (be specific):

What would resolve your grievance?

Supervisor's Response

Date submitted to recipient: _____

3.26 - LICENSED PERSONNEL SEXUAL HARASSMENT

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

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

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment as defined in this policy. Any employee found, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination.

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

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

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

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

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

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

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

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

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

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

Date Adopted: June 13, 2002

Last Revised: April 25, 2011
July 18, 2013

3.27 - LICENSED PERSONNEL SUPERVISION OF STUDENTS

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

Date Adopted: June 13, 2002

Last Revised:

3.28 - LICENSED PERSONNEL COMPUTER USE POLICY

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

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

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

Legal References: Children's Internet Protection Act; PL 106-554
20 USC 6777
47 USC 254(h)

A.C.A. § 6-21-107

A.C.A. § 6-21-111

Date Adopted: June 13, 2002

Last Revised: July 1, 2003
May 8, 2008
June 11, 2009
July 18, 2013

3.28F - Licensed Personnel Internet Use Agreement

Name (Please Print) _____

School _____ Date _____

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

1. **Conditional Privilege**: The Employee's use of the district's access to the Internet is a privilege conditioned on the Employee's abiding by this agreement.
2. **Acceptable Use**: The Employee agrees that in using the District's Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee's use of the District's Internet access interfere with, or detract from, the performance of his/her job-related duties.
3. **Penalties for Improper Use**: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up to and including termination.
4. **"Misuse of the District's access to the Internet" includes, but is not limited to, the following**:
using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards; using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others; posting anonymous messages on the system; using encryption software; wasteful use of limited resources provided by the school including paper; causing congestion of the network through lengthy downloads of files; vandalizing data of another user; obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks; gaining or attempting to gain unauthorized access to resources or files; identifying oneself with another person's name or password or using an account or password of another user without proper authorization; using the network for financial or commercial gain without district permission; theft or vandalism of data, equipment, or intellectual property; invading the privacy of individuals; using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations; introducing a virus to, or otherwise improperly tampering with, the system; degrading or disrupting equipment or system performance; creating a web page or associating a web page with the school or school district without proper authorization; attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction; providing access to the District's Internet Access to unauthorized individuals; or taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools; making unauthorized copies of computer software; personal use of computers during instructional time; or installing software on district computers without prior approval of technology director or his/her designee.
5. **Liability for debts**: Staff shall be liable for any and all costs (debts) incurred through their use of the District's computers or the Internet including penalties for copyright violations.
6. **No Expectation of Privacy**: The Employee signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee's use of the District's Internet Access and may also examine all system activities the Employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.
7. **Signature**: The Employee, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.

Employee's Signature: _____ Date _____

Date Adopted: June 14, 2001
Last Revised: June 13, 2002
July 1, 2003
April 8, 2004
July 18, 2013

3.29 - LICENSED PERSONNEL SCHOOL CALENDAR

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

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

The Paris School District shall operate by the following calendar. **2013-2014 School Calendar**

August 12-13	District-wide Professional Development
August 15	Open House on all campuses
August 19	First Day of School!!
September 2	Labor Day; NO SCHOOL
October 18	End 1st Quarter - 44 Days
October 24	Parent/Teacher Conferences
October 25	Professional Development ; NO students; not a flex day
November 27,28, 29	Thanksgiving Holidays— NO SCHOOL
December 19-20	Semester Tests;
December 20 (12/23—01/03)	End 2nd Quarter - 41 Days [85 first semester]
January 6	Students & Teachers return to School
January 20	MLK Day NO SCHOOL
February 13	Mid-Term Parent/Teacher Conferences
February 14	Mid-Winter Break; NO SCHOOL
March 11-12	11th Grade Literacy Test
March 14	End 3rd Quarter - 48 Days
March 24-28	State-Wide Spring Break
March 31	ITBS Testing for Grades 1, 2, 9
April 1-4	ITBS Testing for Grades 1, 2, 9
April 1-12	1-2 and 9 Grade NRT Testing Window
April 7-11	3-8 Benchmark Testing
April 22-23	End of Course Geometry Test
April 29-30	End of Course Biology Test
May 13-14	End of Course Algebra I Exam
May 16	Graduation
May 21-23	Semester Tests

May 23
May 26

Last Day of School!! End **4th Quarter - 45 Days** [93 second sem]
Memorial Day; **NO SCHOOL**

Weather Day(s) Make-up Order:

Feb 14; May 27,28,29,30

Student Days	178 days	First Quarter	44 days	08/19/13—10/18/13	
Parent/Teacher Days	2 days	Second Quarter	41 days	10/21/13—12/20/13	85 days
Staff Development Days	<u>10 days*</u>	Third Quarter	48 days	01/06/14—03/14/14	
TOTAL:	Teacher Days 190 days	Fourth Quarter	<u>45 days</u>	03/17/14—05/23/14	93 days
		Student Days	178 days		

* Staff Development Days *

5 days as arranged by building principals between June 1 and August 16;
October 25

Board Approved: 05/09/2013

Legal References: A.C.A. § 6-17-201
Arkansas Comprehensive Testing, Assessment, and Accountability Plan Rules

Date Adopted: June 13, 2002
Last Revised: July 18th, 2013

3.30 - PARENT-TEACHER COMMUNICATION

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

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

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

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

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

Legal Reference: 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)

Date Adopted: April 14, 2005
Last Revised: April 26, 2012

3.31 - LICENSED PERSONNEL 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.

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

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

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

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

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

Any 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.

An 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 five (5) calendar days to the Superintendent. Within ten (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 the 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.

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

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

Date Adopted: April 14, 2005

Last Revised: April 12, 2007

June 11, 2009

3.31F - DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

Certification:

I hereby certify that I have been presented with a copy of the Paris School District's drug-free workplace policy; that I have read the statement, and that I will abide by its terms as a condition of my employment with the District.

Signature: _____

Date: _____

3.32 - LICENSED PERSONNEL FAMILY MEDICAL LEAVE

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

SECTION ONE

Definitions:

Eligible Employee: is an employee who has been employed by the District for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.¹

FMLA: is the Family and Medical Leave Act

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

Instructional Employee: is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to, teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include administrators, counselors, librarians, psychologists, or curriculum specialists.

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

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

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

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

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

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

Policy

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

Leave Eligibility

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

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

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

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

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

Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. (See Section Two)

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

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

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

Provisions Applicable to both Sections One and Two

District Notice to Employees

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

Designation Notice to Employee

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

Concurrent Leave Under the FMLA

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

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

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

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

Health Insurance Coverage

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a

group health plan which apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.⁸

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

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

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

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

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

Other circumstances exist beyond the employee's control.

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

Reporting Requirements During Leave

Unless circumstances exist beyond the employee’s control, the employee shall inform the district every two weeks¹⁰ during FMLA leave of their current status and intent to return to work.

Return to Previous Position

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

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

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

Provisions Applicable to Section One

Employee Notice to District

Foreseeable Leave:

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

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

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

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

Unforeseeable Leave:

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

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

Medical Certification

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

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

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

The employee requests an extension of leave;

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

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

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

No second or third opinion on recertification may be required.

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

Substitution of Paid Leave

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.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 Work¹²

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

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

Failure to Return to Work:

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

Intermittent or Reduced Schedule Leave

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

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

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

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

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave for reasons 3 or 4 above that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the district may require the employee to elect either to take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or to transfer temporarily to an available alternative

position offered by the employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

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

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

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

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

Leave more than 5 weeks prior to end of the semester

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

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

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

Leave less than 5 weeks prior to end of the semester

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

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

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

Leave less than 3 weeks prior to end of the semester

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

SECTION TWO

FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

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

QUALIFYING EXIGENCY

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

Certification¹⁴

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

Employee Notice to District

Foreseeable Leave:

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

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

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

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

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

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

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

SERIOUS ILLNESS

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

Definitions:

Covered Service Member is

a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

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

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

a military medical treatment facility as an outpatient; or

a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

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

Serious Injury or Illness:

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

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

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

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

If husband and wife are both eligible employees employed by the District, the husband and wife are entitled to a combined total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member** with a serious injury or illness as defined in this policy. A husband and wife who care for such a covered service member continues to be limited to a combined total of 12 weeks FMLA leave for reasons 1 through 3 in Section One and for any qualifying exigency during a year as defined in this policy. For example, a husband and wife who are both eligible employees and who care for such a covered service member for 16 weeks during a 12 month period could only take a combined total of 10 weeks for reasons 1 through 3 in Section One and for any qualifying exigency.

Medical Certification¹⁵

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

Employee Notice to District

Foreseeable Leave:

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

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

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

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

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

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able

to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, an employee may be assigned to another position that is not necessarily the same as the employee's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the District may require the employee to choose either to take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

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

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

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

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

Leave more than 5 weeks prior to end of the semester

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

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

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

Leave less than 5 weeks prior to end of the semester

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

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

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

Leave less than 3 weeks prior to end of the semester

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

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

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

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

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

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

³ Districts can choose one of four possible "12-month periods." Each one has possible advantages and disadvantages. Choose the one that will work best for your district. The four options are:
the calendar year;
Any fixed 12-month leave year such as a fiscal year or a year starting on an employee's "anniversary" date;
The 12-month period measured forward from the date any employee's first FMLA leave for reasons 1 through 5 begins;
A rolling 12-month period measured backward from the date an employee uses any FMLA leave for reasons 1 through 5.

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

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

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

⁶ As used in this policy, "applicable" is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid. For instance, "applicable leave" in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your District's policy on sick leave. For instance, if sick leave may be taken "for reason of personal illness or illness in the immediate family" (based on the statutory definition in 6-17-1202, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the

FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your district has a much more liberal definition of sick leave in

District policy, the results could be entirely different. Another example would be the potential for overlap between pregnancy complications that arise to the level of a “serious health condition.” For instance, pregnancy complications that rose to the level of a “serious health condition” would qualify for both, while missing work for a dentist’s appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 3.8—LICENSED PERSONNEL SICK LEAVE when making the determination of what sick leave qualifies under both policies.

⁷ There are several issues that must be addressed in the written notice. Appendix E of Part 825 available from the Wage and Hour Division of the US Department of Labor is a good way to both give your employee written notice and help ensure you have included the necessary information in the notice. Appendix E is available at the link contained in footnote #4 or by calling the ASBA office.

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

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

If coverage lapses because an employee has not made required premium payments, upon the employee’s return from FMLA leave the employer must still restore the employee to coverage/benefits equivalent to those the employee would have had if leave had not been taken and the premium payment(s) had not been missed, including family or dependent coverage. See § 825.215(d)(1) through (5). In such case, an employee may not be required to meet any qualification requirements imposed by the plan, including any new preexisting condition waiting period, to wait for an open season, or to pass

a medical examination to obtain reinstatement of coverage. If an employer terminates an employee’s insurance in accordance with this section and fails to restore the employee’s health insurance as required by this section upon the employee’s return, the employer may be liable for benefits lost by reason of the violation, for other actual monetary losses sustained as a direct result of the violation, and for appropriate equitable relief tailored to the harm suffered.

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

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

¹² The Department of Labor’s *Designation Notice* has entries that address this section’s requirements. It’s very helpful. Unfortunately, the titles of the DOL forms leave a lot to be desired. The Designation notice **and** the *Medical Condition Certification* form are both listed as Appendix E. For this section you will actually need both of them; the *Designation Notice* to fulfill your notice requirements and the medical certification form to enable you to determine if the employee’s leave is actually covered under the FMLA. They are both available at the link in footnote #4 or by calling the ASBA office.

¹³ The types and amounts of leave available for a particular type of qualifying exigency are covered in 29 C.F.R. § 825.126. Call the ASBA office for a copy. While the current CFR has not been updated since the FMLA law was amended, it can still be helpful to give an idea of the types of circumstances that trigger leave eligibility.

¹⁴ You can use Appendix G, *Certification of Qualifying Exigency for Military Family Leave* to obtain the certification. (It hasn't been updated to meet the changes in the FMLA law, but it will work. It's available at the link in footnote #4 or by calling the ASBA office.

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

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

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

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July 18, 2013
February 17, 2014

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

3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

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

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

Date Adopted: June 2, 2002
Last Revised: May 8, 2008
April 26, 2012
July 18, 2013
February 17, 2014

3.33 - ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: August 14, 2003

Date Revised:

3.34—LICENSED PERSONNEL CELL PHONE USE

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

District staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use 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.²

All employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.³

No employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to and including termination.⁴

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

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

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

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

⁴ This sentence was added due to the dangers involved for both drivers and pedestrians associated with distracted driving. While there is no statutory requirement for the language, we believe it is important protection for students and employee alike.

Cross References: 4.47— POSSESSION AND USE OF CELL PHONES, BEEPERS, ETC.
 7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

Legal Reference: IRS Publication 15 B

Date Adopted: July 1, 2003

Last Revised: April 12, 2007

 April 26, 2012

 July 18th, 2013

February 17th, 2014

3.35 - LICENSED PERSONNEL BENEFITS

The Paris School District provides its certified personnel benefits consisting of the following:

The priceless reward of helping shape the life and future of our children;

Health insurance assistance;

Contribution to the teacher retirement system;

One (1) sick leave day per contract calendar month, or greater portion thereof; and

Three (3) personal days.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: August 14, 2003

Last Revised: April 25, 2011
July 18, 2013

3.36 - LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL

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

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

Legal Reference: A.C.A. § 6-17-201

A.C.A. §§ 6-17-1501 et seq.

A.C.A. §§ 6-17-2801 et seq.

Date Adopted: August 14, 2003

Last Revised: June 9, 2005

July 18th, 2013

3.37 - ASSIGNMENT OF TEACHER AIDES

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: August 14, 2003

Last Revised:

3.38 - LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

Definitions:

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

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

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

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

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

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

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

- Necessary cessation of instruction or educational activities;
- Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;

- Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or
- Exhibition of other behaviors by students or educational staff that substantially interfere with the learning environment.

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

- Sarcastic comments “compliments” about another student’s personal appearance or actual or perceived attributes;
- Pointed questions intended to embarrass or humiliate;
- Mocking, taunting, or belittling;
- Non-verbal threats and/or intimidation such as “fronting” or “chesting” a person;
- Demeaning humor relating to a student’s race, gender, ethnicity or actual or perceived attributes;
- Blackmail, extortion, demands for protection money or other involuntary donations or loans;
- Blocking access to school property or facilities;
- Deliberate physical contact or injury to person or property;
- Stealing or hiding books or belongings; and/or
- Threats of harm to student(s), possessions, or others.

Legal Reference: A.C.A. 6-18-514

Date Adopted: April 8, 2004
Last Revised: May 10, 2007
 April 25, 2011
 May 12, 2011

3.39 - LICENSED PERSONNEL RECORDS AND REPORTS

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The superintendent or his/her designee shall determine, by individual or by position, those records a teacher is responsible to keep and those reports he/she is required to maintain. It is a requirement of employment that all required records and reports be completed, submitted, or otherwise tendered, and be accepted by the principal or superintendent as complete and satisfactory, before the last month's pay will be released to the certified employee.

Legal Reference: A.C.A. § 6-17-104

Date Adopted: May 10, 2007

Last Revised:

3.40 - LICENSED PERSONNEL DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT

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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.¹ Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

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

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

Date Adopted: May 8, 2008
Last Revised: May 12, 2011

3.41 - LICENSED PERSONNEL VIDEO SURVEILLANCE

The Board of Directors has a responsibility to maintain discipline, protect the safety, security and welfare of its students, staff, and visitors while at the same time safeguarding District facilities, vehicles, and equipment. As part of fulfilling this responsibility, the Board authorizes the use of video/audio surveillance cameras, automatic identification, data compilation devices, and technology capable of tracking the physical location of District equipment, students, and/or personnel.

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

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

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

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

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

Video recordings and automatic identification or data compilation records may become a part of a staff member's personnel record.

Date Adopted: May 8, 2008
Last Revised: April 25, 2011

3.42—OBTAINING and RELEASING STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION

Obtaining Eligibility Information

A fundamental underpinning of the National School Lunch and School Breakfast Programs is that in their implementation, there will be no physical segregation of, discrimination against, or overt identification of children who are eligible for the Program's benefits. While the requirements of the Programs are defined in much greater detail in federal statutes and pertinent Code of Federal Regulations, this policy is designed to help employees understand prohibitions on how the student information is obtained and/or released through the Programs. Employees with the greatest responsibility for implementing and monitoring the Programs should obtain the training necessary to become fully aware of the nuances of their responsibilities.

The District is required to inform households with children enrolled in District schools of the availability of the Programs and of how the household may apply for Program benefits. However, the District and anyone employed by the district is **strictly forbidden** from **requiring** any household or student within a household from submitting an application to participate in the program. There are NO exceptions to this prohibition and it would apply, for example, to the offer of incentives for completed forms, or disincentives or negative consequences for failing to submit or complete an application. Put simply, federal law requires that the names of the children shall not be published, posted or announced in any manner.

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition¹, the employee shall be subject to discipline up to and including termination.

Releasing Eligibility Information

As part of the district’s participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data’s confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information² as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

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

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

Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.¹

Notes: This policy is similar to policy 8.35. If you change this policy, check policy 8.35 to make sure there is applicable consistency between the two.

The Child Nutrition Unit of the ADE website (<http://cnn.k12.ar.us>) has the referenced Commissioner's Memos as well as helpful information to develop your policy statement packet. Additionally, Commissioner's Memos FIN 09-041 has two attachments that will go a long way toward explaining the restrictions on the release of eligibility information and status.

¹ The penalty for improper disclosure of eligibility information is a fine of not more than \$1000 per student name if a violation is by either the district or a person in the disclosure without authorization under federal confidentiality regulations and/or imprisonment of not more than one year.

² The district owns the data and has the right to choose whether or not to release it to **anyone**. Therefore, the district must make the decisions concerning its release. With the ownership comes the responsibility to ensure proper security of the data.

Legal References: Commissioner's Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018

ADE Eligibility Manual for School Meals Revised July ~~2008~~ 2012

7 CFR 210.1 – 210.31

7 CFR 220.1 – 220.22

7 CFR 245.5, 245.6, 245.8

42 USC 1758(b)(6)

Date Adopted: May 14, 2009

Last Revised: July 18th, 2013

3.43 - DUTY OF LICENSED EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING

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

Legal References: A.C.A. § 6-17-401

Date Adopted: May 14, 2009

Last Revised: April 26, 2012

Date Adopted: June 11, 2009

Last Revised: May 9, 2013

July 18th, 2013

February 17th, 2014

3.45 – LICENSED 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.¹ Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

District employees may set up blogs and other professional/education social media accounts using District resources and following District guidelines¹ 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.

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:²

Privacy of Employee's Social Media Accounts

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

- 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 reasonable believed to be relevant to the investigation of an allegation of an employee violating district policy, or state, federal or local laws or regulations. If such an investigation occurs, and the employee refuses, upon request, to supply the username and/or password required to make an investigation, disciplinary action may be taken against the employee, which could include termination or

nonrenewal of the employee's contract of employment with the District.

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

In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accord with other District policy for using district equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, other electronic device, or use of the District's network. (See policy 3.28—LICENSED PERSONNEL COMPUTER USE POLICY)

Notes: While only the Privacy of Employee's Social Media Accounts section of this policy is required by statute, ASBA strongly recommends adopting the policy in its entirety after consulting with staff for localizing purposes.

This policy is similar to policy 8.37. If you change this policy, review 8.37 at the same time to ensure applicable consistency between the two.

¹ The policy's separate definitions for "social media websites" and "professional/education social media accounts" are important. Districts are encouraged to establish "professional/education social media accounts" as an acceptable means of teacher and district communication with students and parents. This can serve to discourage inappropriate staff/student interactions on "social media websites." ASBA strongly suggests using the discussions for modifying/personalizing this policy as a means for generating the acceptable guidelines and procedures for staff creation of private "professional/education social networks". We recommend **NOT** incorporating the guidelines into the policy, but have them available for all staff to review. Incorporating them into the policy will make it much harder to change them if the need arises.

² What is and is not acceptable staff/student interaction on social networking websites is an education community decision, and will vary from district to district. As a general rule, the greater the degree of real-life connections and interactivity between staff and students that normally occur in the community, the greater the tolerance will be for virtual connections and interactivity. Use the following list to help guide discussions with staff to determine which items should be included in the policy and with what modifications/stipulations. It is as important to include in the policy what **is** permitted as what **is not** permitted. Your discussions may elicit additional bullets to include in the policy.

- Sharing personal landline or cell phone numbers with students;
- Text messaging students;
- Emailing students other than through and to school controlled and monitored accounts;
- Soliciting students as friends or contacts on social networking websites;
- Accepting the solicitation of students as friends or contacts on social networking websites;
- Creation of administratively approved and sanctioned "groups" on social networking websites that permit the broadcast of information without granting students access to staff member's personal information;
- Sharing personal websites or other media access information with students through which the staff member would share personal information and occurrences.

Legal Reference: A.C.A. § 11-2-124

RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS EDUCATORS

Date Adopted: April 25, 2011

Last Revised: July 18th, 2013

3.46—LICENSED PERSONNEL VACATIONS

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

Instructional Employees may not generally take vacation during instructional time. All vacation time must be approved, in advance to the extent practicable, by the superintendent or designee. If vacation is requested, but not approved, and the employee is absent from work in spite of the vacation denial, disciplinary action will be taken against the employee, which may include termination or nonrenewal.

Date Adopted: July 18th, 2013

Last Revised:

3.46a - MATERNITY LEAVE and LEAVE OF ABSENCE

A teacher who becomes pregnant shall notify her principal as soon as the pregnancy has definitely been determined so that plans for a substitute can be made well in advance. The teacher is expected to work until the birth of the child unless she has a written statement from her doctor. A written request for leave of absence is not required for maternity leave.

The school district allows a six (6) week leave for maternity beginning the day of birth. Accrued sick and personal leave will be used during the absence. When sick and personal leave banks are depleted, the employee will be docked a full day's pay for each day absent.

Leave of absence requests must be made in writing to the Superintendent and approved by the School Board. The written request must include date the leave is to begin, date the leave is to end, and reason for the leave request. If possible, please turn in the request well in advance of the expected effective date.

All leave of absences shall be without pay.

No leave shall extend beyond one (1) year.

The employee requesting a leave of absence must have a minimum of three (3) years' experience in the Paris School District.

The granting of a leave by the School Board signifies that the school district will re-employ the teacher only if satisfactory interim arrangements can be made.

Date Adopted: June 10, 1999

Last Revised: June 13, 2002

April 8, 2004

April 25, 2011

3.47 - PURCHASING

The Paris Board of Education will establish the following policy to ensure that proper checks and balances are in place to protect the financial integrity of the district. The Superintendent shall act in the capacity of purchasing agent for the school district and is responsible for establishing operating procedures for making purchases with district monies. All purchases shall be approved by the Superintendent of Schools and verified by an approved purchase order before the district will be responsible for payment. Unauthorized purchases become the responsibility of the individual making the purchase. The Superintendent may delegate authority within limits when deemed appropriate.

Date Adopted: March 5, 1992

Last Revised: May 4, 1995

January 11, 2001

June 13, 2002

3.47a – 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 who use any funds collected in the course of their employment for personal purposes, or who deposit such funds in a personal account, may be subject to discipline up to and including termination.

Date Adopted: April 25, 2011

Last Revised:

3.48—LICENSED PERSONNEL WEAPONS ON CAMPUS

Firearms¹

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

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

He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;

The firearms are securely stored and located in an employee’s on-campus personal residence and/or immediately adjacent parking area;²

He/she is a registered, commissioned security guard acting in the course and scope of his/her duties.

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

Other Weapons³

An employee may possess a pocket knife which for the purpose of this policy is defined as a knife that can be folded into a case and has a blade or blades of less than three (3) inches or less each. An employee may carry, for the purpose of self-defense, a small container of tear gas⁴ or mace which for the purpose of this policy is defined as having a capacity of 150cc or less. Employees are expected to safeguard such items in such a way as to ensure they are not possessed by students. Such items are not to be used against students, parents or other school district employees. Possession of weapons, knives or self-defense items that do not comply with the limits contained herein, the failure of an employee to safeguard such items, or the use of such items against students, parents or other school district employees may result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

¹The possession of handguns and firearms is a very hot topic. In Arkansas, the laws governing their possession on school grounds are both complicated and less than clear. The two statutes most directly affecting schools are A.C.A. § 5-73-119 (herein after 119) and A.C.A. § 5-73-306 (herein after 306). 119 governs firearms (including handguns) while 306 deals strictly with concealed handguns (those guns having a barrel length of 12" or less). The conflicts between the two statutes and, we believe, the unintended consequences of the amendments to 119 need to be resolved in the 2015 legislative session. Until that time, we have to deal with the statutes as they exist.

The language of the two applicable statutes (119 and 306) governing guns on school campuses is not the same. 119 prohibits firearms on "developed school property" while 306 prohibits concealed handgun permit holders from carrying their handguns into school buildings or events. Even with the amendments contained in Act 746 of 2013, the broader definition of the restriction on gun possession on school

campuses contained in 119 trumps the more narrow definition in 306. Hence, concealed handguns are forbidden under the broader definition of "developed school property."

119 permits those who are on a "journey beyond the county in which a person lives" to carry handguns and firearms on school property. Technically, this would allow those employees who commute from outside the county in which they teach to bring their firearms to school. We see this as complicated to enforce and generally problematic. Also, as we interpret the statute, parents visiting the school for an athletic or other event can bring their firearms with them. We cannot control that through policy. District policy, however, can be more restrictive toward its employees than what is otherwise statutorily permitted. The policy is written from this perspective.

² If your district has housing for any employee and that employee chooses to have any firearms in the house, they should be kept in a very secure place. It would be wise to keep them in a locked gun safe so that no one other than the employee has access to them.

³ Select the option that works best for your district. In making your decision, note that in Option #2, you can choose to include only the first or the second sentence or you can keep both sentences. If you keep the first sentence, the length of the blade allowed is limited by Act 746 of 2013 to less than 3". Also, A.C.A. § 5-73-120(a) prohibits individuals from carrying a weapon "with a purpose to employ the...weapon against a person." Presumably, an employee could possess a small pocket knife with no intent to use it against another person. Inherent in making the decision on either sentence in Option #2 is the possibility of a student taking the knife or the tear gas and misusing it.

⁴ You can replace "tear gas" with "pepper spray" or leave "tear gas" in the policy and add "pepper spray."

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

Date Adopted: July 18th, 2013

Last Revised: February 17th, 2013

3.49---TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM

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

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

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

1. Place the student into another appropriate classroom;
2. Place the student into in-school suspension;
3. Place the student into the District's alternative learning environment;
4. Return the student to the class; or
5. Take other appropriate action consistent with the District's student discipline policies and state and federal law.

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

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

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

Note: ¹The introductory note to the policy is intended to be included in the policy. The note contains information teachers need to be aware of if they are not to misunderstand the actual limited scope of the statute's language that triggered the policy.

Legal References: A.C.A. § 6-18-511

Arkansas Department of Education Guidelines for the Development, Review and Revision of School District
Student Discipline and School Safety Policies

Date Adopted: July 18th, 2013

Last Revised

3.50—ADMINISTRATOR EVALUATOR CERTIFICATION

Continuing Administrators

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

Newly Hired or Promoted Administrators

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

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

Date Adopted: July 18th, 2013

Last Revised: February 17th, 2014

3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES

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

Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and

Is operated for the transportation of students from home to school, from school to home, or to and from school events.¹

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages.² If the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

An emergency system response operator or 911 public safety communications dispatcher;

A hospital or emergency room;

A physician's office or health clinic;

An ambulance or fire department rescue service;

A fire department, fire protection district, or volunteer fire department; or

A police department.

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

Notes: This policy is similar to Policy 8.24. If you change this policy, review 8.24 at the same time to ensure applicable consistency between the two.

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

² The statute only prohibits "cell phone" use, but in the 10 years since it was passed the term no longer fits today's technology. The terminology in this sentence is designed to cover all the distractions that could affect a driver's ability to safely drive the bus. While we recommend our language, the statute limits the restrictions to "cell phones that requires the operator to dial numbers manually" and you can substitute that for our verbiage if you prefer.

Legal Reference: A.C.A. § 6-19--120

Date Adopted: February 17th, 2014

Last Revised:

3.52—LICENSED PERSONNEL HEALTH CARE COVERAGE REPORTING

Definitions

"ACA" is the Affordable Care Act

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

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

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

TIN Reporting

All licensed employees are required to complete and return 3.52F-Health Care Coverage and TIN Report Form² by no later than October 1³ of each year. All employees that meet the **above** definition of a responsible individual are required to include the name, date of birth, and TIN of any dependent that receives health insurance through a District offered health care plan. Due to very significant penalties and sanctions contained within the ACA that the Internal Revenue Service (IRS) could levy against the District for the failure to submit required information to the IRS, the failure of any employee to submit a completed copy of 3.52F-Health Care Coverage and TIN Report Form by October 1³ shall be grounds for disciplinary action against the employee up to and including termination or non-renewal of contract.

Statement of Return⁴

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

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

IRS regulations on the Affordable Care Act require that employers with fifty (50) or more full-time and full-time equivalent employees report to the IRS on the insurance status of all full-time employees, **whether or not** the employee receives health insurance through the employer.

¹ The use of "TIN" instead of "Social Security Number" is to match the IRS forms and regulations.

² Neither the ACA nor IRS regulations require the use of this form, but the IRS does require districts to submit returns containing information about employee health care coverage. The form is intended to simplify filing requirements for districts by providing districts with information the IRS requires that might not otherwise be in district records.

Alternatively, districts may provide employees a copy of the form that contains the required information provided from district records and require employees confirm the correctness of the information. ASBA believes this would be a more complicated process and recommends having employees use the form.

³ The October 1 date is not required by law. Districts have to provide the Statement of Return to all full-time employees by January 31 and you want to be sure to give your staff ample time to be able to create the required reporting documents. If you change the date from October 1 in this policy, be sure to change the return due date on 3.52F-Health Care Coverage and TIN Report Form to match the date in this policy.

⁴ The ACA requires districts to file a form, or set of forms, with the IRS that are referred to as a "Return". The Return is specific to each employee, like a 1099, and covers the employee's health care coverage for the previous calendar year. The exact number of forms, and what information they will be required to contain, is unclear at the current time due to the IRS having not yet released final regulations or forms to use.

In addition to submitting a Return to the IRS on an employee's health care coverage, districts must send each employee a copy of the Return the district filed on that employee along with contact information for the district. The packet that the district sends to an employee is called a "Statement of Return".

See Policy 7.23-Health Care Coverage and the Affordable Care Act for more information on Statements of Return and associated district responsibilities.

Cross References: 3.52F-Health Care Coverage and TIN Report Form
 7.23-Health Care Coverage and the Affordable Care Act
 7.23F-Electronic Receipt of Statements Consent Form

Legal References: A.C.A. § 6-17-1111
 26 U.S.C. § 6055
 26 U.S.C. § 6056
 26 U.S.C. § 6109

Date Adopted: February 17th, 2014
Last Updated:

3.52F—LICENSED PERSONNEL HEALTH CARE COVERAGE AND TIN REPORT FORM

The District requires all licensed employees to complete the following form **each year** and return it to the District's administrative office by October 1. In accordance with Arkansas law, the District shall not use, display, release, or print any of the information on this form for any other purpose than to comply with IRS regulations.

Definition

"Tax Identification Number (TIN)" means an individual's social security account number.

Health Insurance Information

Name: _____

TIN: _____ Date of Birth: _____

Please select the box that most accurately describes your health insurance coverage for the **current year**:

_____ Neither I nor any of my dependents received health insurance through one of the District's health insurance plans during the **current calendar year**. (No coverage through District)

_____ I alone received health insurance through one of the District's health insurance plans during the **current calendar year**. (Employee only coverage through the District)

_____ Both I and my dependents(s) received health insurance through a District's family or spousal health insurance plan during the **current calendar year**. A spouse is included in the definition of a dependent. (Employee plus children, Employee plus spouse, Employee plus spouse and children)

If you had a family or spousal health care plan during the current year, please complete the following:

Dependent 1:

Name: _____ TIN: _____ Date of Birth: _____

Dependent 2:

Name: _____ TIN: _____ Date of Birth: _____

Dependent 3:

Name: _____ TIN: _____ Date of Birth: _____

Dependent 4:

Name: _____ TIN: _____ Date of Birth: _____

Signature: _____

Date: _____

3.53—LICENSED PERSONNEL BUS DRIVER END of ROUTE REVIEW

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

Date Adopted: February 17th, 2014

Last Revised:

4.1 - RESIDENCE REQUIREMENTS

Definitions:

“Reside” means to be physically present and to maintain a permanent place of abode for an average of no fewer than four (4) calendar days and nights per week for a primary purpose other than school attendance.

“Resident” means a student whose parents, legal guardians, persons having legal, lawful control of the student under order of a court, or persons standing in loco parentis reside in the school district.

“Residential address” means the physical location where the student’s parents, legal guardians, persons having legal, lawful control of the student under order of a court, or persons standing in loco parentis reside. A student may use the residential address of a legal guardian, person having legal, lawful control of the student under order of a court, or person standing in loco parentis only if the student resides at the same residential address and if the guardianship or other legal authority is not granted solely for educational needs or school attendance purposes.

The schools of the District shall be open and free through the completion of the secondary program to all persons between the ages of five (5) and twenty one (21) years whose parents, legal guardians, or other persons having lawful control of the person under an order of a court reside within the District¹ and to all persons between those ages who have been legally transferred to the District for educational purposes.

Any person eighteen (18) years of age or older may establish a residence separate and apart from his or her parents or guardians for school attendance purposes.

In order for a person under the age of eighteen (18) years to establish a residence for the purpose of attending the District’s schools separate and apart from his or her parents, guardians, or other persons having lawful control of him or her under an order of a court, the person must actually reside in the District for a primary purpose other than that of school attendance. However, a student previously enrolled in the district who is placed under the legal guardianship of a noncustodial parent living outside the district by a custodial parent on active military duty may continue to attend district schools.² A foster child who was previously enrolled in a District school and who has had a change in placement to a residence outside the District, may continue to remain enrolled in his/her current school unless the presiding court rules otherwise.³

Under instances prescribed in A.C.A. § 6-18-203, a child or ward of an employee of the district or of the education coop to which the district belongs may enroll in the district even though the employee and his/her child or ward reside outside the district.⁴

Cross References: Policy 4.40—HOMELESS STUDENTS
 Policy 4.52—STUDENTS WHO ARE FOSTER CHILDREN

Legal References: A.C.A. § 6-4-302
 A.C.A. § 6-18-202
 A.C.A. § 6-18-203
 A.C.A. § 9-28-113

Date Adopted: June 13, 2002
Last Revised: April 10, 2003

June 9, 2005

May 8, 2008
June 11, 2009
June 16, 2011
July 18th, 2013

4.2 - ENTRANCE REQUIREMENTS

To enroll in a school in the District, the child must be a resident of the District as defined in District policy (4.1—RESIDENCE REQUIREMENTS), meet the criteria outlined in policy 4.40—HOMELESS STUDENTS or in policy 4.52—STUDENTS WHO ARE FOSTER CHILDREN, be accepted as a transfer student under the provisions of policy 4.4, or participate under a school choice option and submit the required paperwork as required by the choice option.

Students may enter kindergarten if they will attain the age of five (5) on or before August 1 of the year in which they are seeking initial enrollment. Any student who has been enrolled in a state-accredited or state-approved kindergarten program in another state for at least sixty (60) days, who will become five (5) years old during the year in which he/she is enrolled in kindergarten, and who meets the basic residency requirement for school attendance may be enrolled in kindergarten upon written request to the District.

Any child who will be six (6) years of age on or before October 1 of the school year of enrollment and who has not completed a state-accredited kindergarten program shall be evaluated by the district and may be placed in the first grade if the results of the evaluation justify placement in the first grade and the child's parent or legal guardian agrees with placement in the first grade; otherwise the child shall be placed in kindergarten.

Any child may enter first grade in a District school if the child will attain the age of six (6) years during the school year in which the child is seeking enrollment and the child has successfully completed a kindergarten program in a public school in Arkansas.

Any child who has been enrolled in the first grade in a state-accredited or state-approved elementary school in another state for a period of at least sixty (60) days, who will become age six (6) years during the school year in which he/she is enrolled in grade one (1), and who meets the basic residency requirements for school attendance may be enrolled in the first grade.

Students who move into the District from an accredited school shall be assigned to the same grade as they were attending in their previous school (mid-year transfers) or as they would have been assigned in their previous school. Home-schooled students shall be evaluated by the District to determine their appropriate grade placement.

The district shall make no attempt to ascertain the immigration status, legal or illegal, of any student or his/her parent or legal guardian presenting for enrollment.¹

Prior to the child's admission to a District school:²

1. The parent, guardian, or other responsible person shall furnish the child's social security number, or if they request, the district will assign the child a nine (9) digit number designated by the department of education.
2. The parent, guardian, or other responsible person shall provide the district with one (1) of the following documents indicating the child's age:
 - a. A birth certificate;
 - b. A statement by the local registrar or a county recorder certifying the child's date of birth;
 - c. An attested baptismal certificate;
 - d. A passport;
 - e. An affidavit of the date and place of birth by the child's parent or guardian;
 - f. United States military identification; or
 - g. Previous school records.
3. The parent, guardian, or other responsible person shall indicate on school registration forms whether the child has been expelled from school in any other school district or is a party to an expulsion proceeding. The Board of Education reserves the right, after a hearing before the Board, not to allow any person who has been expelled from

another school district to enroll as a student until the time of the person's expulsion has expired.³

4. The child shall be age appropriately immunized from poliomyelitis, diphtheria, tetanus, pertussis, red (rubeola) measles, rubella, and other diseases as designated by the State Board of Health, or have an exemption issued by the Arkansas Department of Health. Proof of immunization shall be by a certificate of a licensed physician or a public health department acknowledging the immunization. Exemptions are also possible on an annual basis for religious reasons from the Arkansas Department of Health.⁴ To continue such exemptions, they must be renewed at the beginning of each school year. A child enrolling in a district school and living in the household of a person on active military duty has 30 days to receive his/her initial required immunizations and 12 months to be up to date on the required immunizations for the student's age.

A student enrolled in the District who has an immunization exemption may be removed from school during an outbreak of the disease for which the student is not vaccinated at the discretion of the Arkansas Department of Health. The student may not return to the school until the outbreak has been resolved and the student's return to school is approved by the Arkansas Department of Health.

Uniformed Services Member's Children

For the purposes of this policy,

"active duty members of the uniformed services" includes members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. Section 1209 and 1211;

"uniformed services" means the Army, Navy, Air Force, Marine Corps, Coast Guard as well as the Commissioned Corps of the National Oceanic and Atmospheric Administration, and Public Health Services;

"veteran" means: a person who served in the uniformed services and who was discharged or released there from under conditions other than dishonorable.

This policy applies to children of: active duty members of the uniformed services; members or veterans of the uniformed services who are severely injured and medically discharged or retired for a period of one (1) year after medical discharge or retirement; and members of the uniformed services who die on active duty or as a result of injuries sustained on active duty for a period of one (1) year after death.

An eligible child as defined in this policy shall:

1. be allowed to continue his/her enrollment at the grade level commensurate with his/her grade level he/she was in at the time of transition from his/her previous school, regardless of age;
2. be eligible for enrollment in the next highest grade level, regardless of age if the student has satisfactorily completed the prerequisite grade level in his/her previous school;
3. enter the District's school on the validated level from his/her previous accredited school when transferring into the District after the start of the school year;
4. be enrolled in courses and programs the same as or similar to the ones the student was enrolled in his/her previous school to extent that space is available. This does not prohibit the District from performing subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the courses/and/or programs;
5. be provided services comparable to those the student with disabilities received in his/her previous school based on his/her previous Individualized Education Program (IEP). This does not preclude the District school from performing subsequent evaluations to ensure appropriate placement of the student;
6. make reasonable accommodations and modifications to address the needs of an incoming student with disabilities, subject to an existing 504 or Title II Plan, necessary to provide the student with equal access to education. This does not preclude the District school from performing subsequent evaluations to ensure appropriate placement of the student;
7. be enrolled by an individual who has been given the special power of attorney for the student's guardianship. The individual shall have the power to take all other actions requiring parental participation and/or consent;
8. be eligible to continue attending District schools if he/she has been placed under the legal guardianship of a noncustodial parent living outside the district by a custodial parent on active military duty.

Cross References: 4.1—RESIDENCE REQUIREMENTS
4.4—STUDENT TRANSFERS
4.5—SCHOOL CHOICE
4.34—COMMUNICABLE DISEASES AND PARASITES
4.40—HOMELESS STUDENTS

Legal References: A.C.A. § 6-4-302
A.C.A. § 6-18-201 (c)
A.C.A. § 6-18-207
A.C.A. § 6-18-208
A.C.A. § 6-18-510
A.C.A. § 6-18-702
A.C.A. § 6-15-504 (f)
A.C.A. § 9-28-113
Plyler v Doe 457 US 202,221 (1982)

Date Adopted: July 11, 2002

Last Revised: August 14, 2003
March 10, 2005
June 9, 2005
May 8, 2008
June 11, 2009
June 16, 2011
May 10, 2012
July 18th, 2013
April 10th, 2014

4.3 - COMPULSORY ATTENDANCE REQUIREMENTS

Every parent, guardian, or other person having custody or charge of any child age five (5) through seventeen (17) years on or before August 1 of that year who resides, as defined by policy (RESIDENCE REQUIREMENTS), within the District shall enroll and send the child to a District school with the following exceptions.

The child is enrolled in private or parochial school.

The child is being home-schooled and the conditions of policy (HOME SCHOOLING) have been met.

The child will not be age six (6) on or before August 1 of that particular school year and the parent, guardian, or other person having custody or charge of the child elects not to have him/her attend kindergarten. A kindergarten waiver form prescribed by regulation of the Department of Education must be signed and on file with the District administrative office.

The child has received a high school diploma or its equivalent as determined by the State Board of Education.

The child is age sixteen (16) or above and is enrolled in a post-secondary vocational-technical institution, a community college, or a two-year or four-year institution of higher education.

The child is age sixteen (16) or seventeen (17) and has met the requirements to enroll in an adult education program as defined by A.C.A. § 6-18-201(b).

Legal Reference: A.C.A. § 6-18-201

Date Adopted: June 13, 2002

Last Revised: June 11, 2009

April 25, 2011

4.3A MANDATORY ATTENDANCE FOR STUDENTS IN GRADES 9-12

Students in grades 9-12 shall be required to schedule and attend a full school day.

Students to be assigned to no more than one (1) class period each day for a study hall period that the student shall be required to attend and participate in for a full class period or self-study or organized tutoring in the school building.

No more than one (1) class period each day for organized and scheduled student extracurricular classes to be included as planned instructional time.

If the extracurricular class is related to a seasonal activity, the class must continue to meet after the season ends to be counted toward the requirement of planned instructional time.

The Paris School District may grant a waiver for a full day of attendance to any student in grade twelve that meets the federal guidelines for free or reduced food prices due to financial hardships. However, no student may leave early unless they are on line to graduate. Students needing correspondence classes to graduate must stay a full day.

Enrollment and attendance in vocational-educational training courses, college courses, state approved school work programs, and other department-sanctioned educational programs may be used to satisfy the requirements of this policy even if the programs are not located at the public schools.

Nothing in this policy and &6-18-210 precludes a student who has met all graduation requirements from graduating early.

Legal References: A.C.A. &6-18-211

Date Adopted: May 13, 2004

Last Revised:

4.4 - STUDENT TRANSFERS

The Paris School District shall review and accept or reject requests for transfers, both into and out of the District, on a case-by-case basis at the August and December regularly scheduled board meetings.

The District may reject a nonresident's application for admission if its acceptance would necessitate the addition of staff or classrooms exceed the capacity of a program, class, grade level, or school building, or cause the District to provide educational services not currently provided in the affected school. The District shall reject applications that would cause it to be out of compliance with applicable laws and regulations regarding desegregation.

Any student transferring from a school accredited by the Department of Education to a school in this District shall be placed into the same grade the student would have been in had the student remained at the former school.

Any student transferring from home school or a school that is not accredited by the Department of Education to a District school shall be evaluated by District staff to determine the student's appropriate grade placement.

The Board of Education reserves the right, after a hearing before the Board, not to allow any person who has been expelled from another district to enroll as a student until the time of the person's expulsion has expired.

Except as otherwise required or permitted by law, the responsibility for transportation of any nonresident student admitted to a school in this District shall be borne by the student or the student's parents. A.C.A. § 9-28-113 (b)(4) encourages districts to arrange for foster children who have had a change in placement to a new school, but have been kept in their previous school by a DHS or court ruling. The statute's language would permit the change in placement to be in a different district and the new policy language would allow the district to arrange for the transportation at district expense. The District and the resident district may enter into a written agreement with the student or student's parents to provide transportation to or from the District, or both.

Legal References: A.C.A. § 6-18-316
 A.C.A. § 6-18-510
 A.C.A. § 6-15-504 (f)
 A.C.A. § 9-28-113 (b)(4)
 State Board of Education Standards of Accreditation 12.05

Date Adopted: June 13, 2002

Last Revised: June 14, 2007

June 16, 2011

4.5 - SCHOOL CHOICE

Standard School Choice

Exemption

By March 31 of each year, the Board shall determine if the District is subject to a desegregation order or mandate of a federal court or agency remedying the effects of past racial segregation. A District that determines it is subject to such an order or mandate may declare an exemption from the provisions of the School Choice Act of 2013 (the Act) codified at A.C.A. § 6-18-1901 et seq. If the District determines it is eligible for an exemption, it will notify the Arkansas Department of Education (ADE) by April 1 whether or not it will declare an exemption from the Act. If the District has previously declared an exemption from the Act and chooses to no longer exercise its exemption option, it shall notify the ADE by April 1 of the District's decision to participate in the school choice provisions of the Act. If the District chooses to exercise its exemption option, it should notify the superintendents of each of its geographically contiguous school districts of its decision. Each decision regarding exemption is binding for one-year from the date the District notifies the ADE of the declaration of exemption.¹

Definition:

For the purpose of this policy, "sibling" means each of two (2) or more children having a common parent in common by blood, adoption, marriage, or foster care.

School Choice Transfers Out of the District

The District shall date and time stamp all applications for school choice to transfer out of the District as they are received in the District's central office. By August 1, the District shall approve all such applications unless the approval would cause the District to have a net enrollment loss (students transferring out minus those transferring in) of more than three percent (3%) of the previous year's student enrollment. By June 1 of each year, the ADE shall determine and notify the District of the net number of allowable choice transfers. For the purpose of determining the three percent (3%) cap, siblings are counted as one student.

If, prior to August 1, the District receives sufficient copies of requests from its students to transfer to other districts to trigger the three percent (3%) cap, it shall notify each parent from which it has received a school choice application and the district the student applied to transfer to that it has tentatively reached the limitation cap. The District will use confirmations of approved choice applications from receiving districts to make a final determination of ~~what~~ which applications it received that exceeded the limitation cap and notify each district that was the recipient of an application to that effect.²

Any applications for transfer out of the District ~~which~~ that are denied due to the three percent (3%) limitation cap shall be given priority for a choice transfer the following year in the order in which the District received the original applications.

School Choice Transfers Into the District

Capacity Determination and Public Pronouncement

The Board of Directors will adopt a resolution containing the capacity standards the District will use in determining whether to accept or deny a school choice application from another district's resident student. The resolution will contain the acceptance determination criteria identified by academic program, class, grade level, and individual school. The school is not obligated to add any teachers, other staff, or classrooms to accommodate choice applications. In determining the capacity of the District to accept choice applications, the Board of Directors shall consider the probable, locally generated growth in student enrollment based on recent District enrollment history.³

The District shall advertise in appropriate broadcast media and either print media or on the Internet to inform students and parents in adjoining districts of the range of possible openings available under the School Choice program. The public pronouncements shall state the application deadline and the requirements and procedures for participation in the program. Such pronouncements shall be made in the spring, but in no case later than April 1.⁴

Application Process

The student's parent shall submit a school choice application on a form approved by the ADE to both the student's resident district and to this district, which must be postmarked or hand delivered on or before the June 1 preceding the fall semester the applicant would begin school in the District. The District shall date and time stamp all applications as they are received in the District's central office. Applications postmarked or hand delivered on or after June 2 will not be accepted. Statutorily, preference is required to be given to siblings (as defined in this policy) of students who are already enrolled in the District. Therefore, siblings whose applications fit the capacity standards approved by the Board of Directors may be approved ahead of an otherwise qualified non-sibling applicant who submitted an earlier application as identified by the application's date and time stamp.

The approval of any application for a choice transfer into the District is potentially limited by the applicant's resident district's statutory limitation of losing no more than three percent (3%) of its past year's student enrollment due to choice. As such, any District approval of a choice application prior to August 1 is provisional pending a determination that the resident district's 3% cap has not been reached.

The Superintendent will consider all properly submitted applications for School Choice. By August 1, the Superintendent shall notify the parent and the student's resident district, in writing, of the decision to accept or reject the application.

Accepted Applications

Applications which fit within the District's stated capacity standards shall be provisionally accepted, in writing, with the notification letter stating:

- A reasonable timeline by which the student shall enroll in the District by taking the steps detailed in the letter, including submission of all required documents. If the student fails to enroll within the stated timeline, or if all necessary steps to complete the enrollment are not taken, or examination of the documentation indicates the applicant does not meet the District's stated capacity standards, the acceptance shall be null and void.⁵
- Instructions for the renewal procedure for succeeding school years.⁶

Students whose applications have been accepted and who have enrolled in the District are eligible to continue their enrollment until completing his/her secondary education. Continued enrollment is conditioned upon the student meeting applicable statutory and District policy requirements and the renewal procedure for succeeding school years is followed. Any student who has been accepted under choice and who either fails to initially enroll under the timelines and provisions provided in this policy or who chooses to return to his/her resident district voids the transfer and must reapply if, in the future, the student seeks another school choice transfer. A subsequent transfer application will be subject to the capacity standards applicable to the year in which the application is considered by the District.

A present or future sibling, as defined in this policy, of a student who continues enrollment in this District may enroll in the District until the sibling of the transfer student completes his/her secondary education. Applications of siblings of presently enrolled choice students are subject to the provisions of this policy including the capacity standards applicable to the year in which the sibling's application is considered by the District.

Students whose applications have been accepted and who have enrolled in the district shall not be discriminated against on the basis of gender, national origin, race, ethnicity, religion, or disability.

Rejected Applications

The District may reject an application for a transfer into the District under school choice if its acceptance would exceed the capacity standards specified by the Board of Director's resolution. However, the decision to accept or reject an application may not be based on the student's previous academic achievement, athletic or other extracurricular ability, English proficiency level, or previous disciplinary proceedings other than a current expulsion.⁷

An application may be provisionally rejected if it is for an opening that was included in the District's capacity resolution, but was provisionally filled by an earlier applicant. If the provisionally approved applicant subsequently does not enroll in the District, the provisionally rejected applicant could be provisionally approved and would have to meet the

acceptance requirements to be eligible to enroll in the district.

Rejection of applications shall be in writing and shall state the reason(s) for the rejection. A student whose application was rejected may request a hearing before the State Board of Education to reconsider the application which must be done, in writing to the State Board within ten (10) days of receiving the rejection letter from the District.

Facilities Distress Choice Applications

There are a few exceptions from the provisions of the rest of this policy that govern choice transfers triggered by facilities distress. Any student attending a school district that has been identified as being in facilities distress may transfer under the provisions of this policy, but with the following four (4) differences.

- The receiving district cannot be in facilities distress;
- The transfer is only available for the duration of the time the student's resident district remains in distress;
- The student is not required to meet the June 1 application deadline; and
- The student's resident district is responsible for the cost of transporting the student to this District's school.

Opportunity School Choice

Transfers Into or Within the District⁸

For the purposes of this section of the policy, a "lack of capacity"⁹ is defined as when the receiving school has reached the maximum student-to-teacher ratio allowed under federal or state law, the ADE Rules for the Standards of Accreditation, or other applicable rules. There is a lack of capacity if, as of the date of the application for Opportunity School Choice, ninety-five percent (95%) or more of the seats at the grade level at the nonresident school are filled.

Unless there is a lack of capacity⁹ at the District's school or the transfer conflicts with the provisions of a federal desegregation order applicable to the District, a student who is enrolled in or assigned to a school classified by the ADE to be in academic distress is eligible to transfer to the school closest to the student's legal residence that is not in academic distress. The student's parent or guardian, or the student if over the age of eighteen (18), must successfully complete the necessary application process by July 30 preceding the initial year of desired enrollment.

Within thirty (30) days from receipt of an application from a student seeking admission under this section of the policy, the Superintendent shall notify in writing the parent or guardian, or the student if the student is over eighteen (18) years of age, whether the Opportunity School Choice application has been accepted or rejected. The notification shall be sent via First-Class Mail to the address on the application.

If the application is accepted, the notification letter shall state the deadline by which the student must enroll in the receiving school or the transfer will be null and void.

If the District rejects the application, the District shall state in the notification letter the specific reasons for the rejection.¹⁰ A parent or guardian, or the student if the student is over eighteen (18) years of age, may appeal the District's decision to deny the application to the State Board of Education. The appeal must be in writing to the State Board of Education via certified mail, return receipt requested, no later than ten (10) calendar days, excluding weekends and legal holidays, after the notice of rejection was received from the District.

A student's enrollment under Opportunity School Choice is irrevocable for the duration of the school year and is renewable until the student completes high school or is beyond the legal age of enrollment. This provision for continuing eligibility under Opportunity Choice does not negate the student's right to apply for transfer to a district other than the student's assigned school or resident district under the Standard Choice provisions of this policy.

The District may, but is not obligated to provide transportation to and from the transferring district.¹¹

Transfers out of, or within, the District⁸

If a District school or the District has been classified by the ADE as being in academic distress the District shall timely notify the parent, guardian, or student, if the student is over eighteen (18) years of age, as soon as practicable after the academic distress designation is made of all options available under Opportunity Choice. The District shall offer the parent or guardian, or the student if the student is over eighteen (18) years of age, an opportunity to enroll the student in any public school or school district that has not been classified by the ADE as a public school or school district in academic distress.

Additionally, the District shall request public service announcements to be made over the broadcast media and in the print media at such times and in such a manner as to inform parents or guardians of students in adjoining districts of the availability of the program, the application deadline, and the requirements and procedure for nonresident students to participate in the program.¹²

Notes: ¹ If your district doesn't meet the provisions of this paragraph, delete it and, for your master copy of the policy, renumber the remaining footnotes accordingly. If the district is subject to a desegregation order and chooses to exercise its **exemption** option, leave the paragraph in the policy, but delete the next to the last two sentences and add, "The district chooses to exercise its exemption option and it shall notify the superintendents of each of its geographically contiguous school districts of its decision. The exemption prohibits the District from accepting any Standard school choice applications from students wishing to transfer into the District as well as all applications from students wishing to transfer out of the District through Standard school choice. While the District is exempt from the provisions of the Act, this does not exempt it from the transfer provisions of Opportunity School Choice triggered by a school or district being in academic distress. " You will also need to delete all of the remaining portions of the policy except for those specific to Opportunity Choice (If your desegregation order prohibits transfers as governed by Opportunity choice, delete the suggested language in this regard

This issue of exemption is complicated. The exemption language in Opportunity Choice (A.C.A. § 6-18-227(e)(2)) is different than that in A.C.A. § 6-18-1906(a) so that it is possible for your district to be exempt under 1906 and not under 227 or exempt under both. We advise districts claiming the exemption under 1906 to consult with their attorney about the applicability of 227 and its possible effects on the need to include its policy provisions in your final version of this policy.

Note that the policy requires the resident district declaring itself exempt to notify its contiguous districts to that effect. This is not statutorily required, but is advocated by Commissioner's Memo Com-13-061 and we believe it is necessary if potential receiving districts are going to be able to intelligently inform parents who have applied to their school.

If your district meets the provisions of this paragraph and chooses to **participate** in the choice program, leave the paragraph in the policy, but delete the next to the last two sentences and add, "The district chooses to participate in the Act and it shall notify the ADE of the District's decision to participate in the school choice provisions of the Act."

²The "shalls" used in this paragraph are not statutorily required (Act 1227 simply doesn't address the issue), but without notification to both the parent and the potential receiving district, there is no way for either one to know when the cap has been reached.

³For the Resolution, see Form 4.5F. As stated in the paragraph, the determination of capacity can be very specific. Districts that are really wanting choice students can choose to hold back no spots for growth even if the additional choice students requires adding staff. Once it's established, your application of "capacity" must be consistent; you can't choose to add a teacher due to accepting a student, but refuse to add a staff member because the applicant requires special education.

Districts that can hardly keep up with their locally generated growth can choose to strictly limit their choice slots. It should be helpful to districts that the timeline for determining acceptance is now August first rather

than 30 days after the application is filed as was the case in the previous choice law. Board members note that once the resolution has been made, the Board's role in determining acceptance is finished and no further board action is required to accept school choice students.

⁴ The statute does not stipulate a date and you can choose your own, but it should give parents a reasonable opportunity to submit their application. While the statute gives districts a choice between advertising in print or on the Internet, it also doesn't prohibit advertising in both. To help inform parents before they try to apply so they will know in advance if it's actually a possibility that their child could be accepted, we suggest either including your capacity resolution in the public announcements or state where the resolution can be picked up.

⁵ Consider the following about the timing of your acceptance of an application and why it's important to provisionally accept each application until the notification letter is returned to you. The later you accept an application, the more confident you can be about accepting or denying based on capacity. (For example, have as many students as usual moved into your district and were they in the expected grade level patterns?) However, an earlier, **provisional**, acceptance, such as July 1, gives you more time to determine through the use of your acceptance notification letter whether the student's reality matches the information supplied on the application.

For example, would the applicant have been held back in 3rd grade in the resident school and the parent is trying to keep that from happening by transferring. While you may have an opening in 4th grade (the grade the parent would have applied for), you may not have an opening in 3rd grade and so would need to deny the application once the paperwork was submitted.

Another example would be an application for a kindergarten choice transfer. When reviewing the completed paperwork, you discover the child is medically fragile and will require additional staff to meet the student's needs. Provisional acceptance gives you the time and opportunity to reconsider your acceptance and still meet the August 1 deadline.

⁶ Simply stating that the student will complete the renewal application, available at the student's administration office by XXX date is the cleanest way to meet the statute's requirement and allows the form to be amended as necessary without having to amend the policy. The renewal instructions are included in form 4.5F3.

⁷ You are required to hold a hearing about the student's expulsion. (See A.C.A. § 6-18-510) It is possible that the expulsion was for a disciplinary infraction that does not result in expulsion in your district. If this is the case, you have the choice of whether or not to admit the student under school choice due to the resident district's expulsion of the student.

⁸ Only include "or within" if your district has more than one school with the same grade(s).

⁹ The capacity standards under "Opportunity Choice" are much stricter than under "Standard Choice" standards and are limited to what is stated in the policy. Additionally, by Rule, you are required to base your decision on ninety-five (95%) of capacity at the time of the application with no provision for consideration of your district's normal growth.

¹⁰ The student or his/her parents may appeal to the State Board a decision to deny admission.

¹¹ Sending districts are required to spend up to four hundred dollars (\$400) per ~~year~~ to transport the student. The statute and the Rules are unclear. They both state that receiving districts **may** transport opportunity choice students, but sending districts **shall** pay up to four hundred dollars (\$400) per ~~year~~ to transport the student. The policy's language makes no attempt to settle the discrepancy. The financial responsibility of the transferring district goes away when the school/district is no longer in academic distress. At that time the statute states that the receiving district may choose to pay for the transportation.

¹² Opportunity Choice does not give you the option contained in Standard Choice of advertising on the Internet in place of print media.

Legal References: A.C.A. § 6-1-106
 A.C.A. § 6-15-430(b)
 A.C.A. § 6-18-227
 A.C.A. § 6-18-510
 A.C.A. § 6-18-1901 et seq.
 A.C.A. § 6-21-812
 ADE Rules Governing the Guidelines, Procedures and Enforcement of the Arkansas Opportunity
 Public School Choice Act

Date Adopted: April 14, 2005
Last Revised: June 14, 2007
 June 11, 2009
 May 10, 2012
 July 18th, 2013
 April 10th, 2014

4.5F--SCHOOL CHOICE CAPACITY RESOLUTION

Whereas:

- The Board of Directors of the _____ School District has approved by a vote of the Board, the following capacity resolution for school choice applicants for the ____ school-year under the provisions of policy 4.5—SCHOOL CHOICE and applicable Arkansas law.
- Applicants, whose applications meet the provisions of policy 4.5—SCHOOL CHOICE, will be sent a provisional acceptance notification letter which will give instructions on the necessary steps and timelines to enroll in the District. Provisional acceptance shall be determined prior to July 1 with a final decision to be made by August 1 based on the district's available capacity for each academic program, class, grade level, and individual school.
- Applications that are not received on or before June 1, are to a student's resident district that has declared itself exempt due to an existing desegregation order, or, the acceptance of which would exceed the applicant's resident district's statutory limitation on student transfers out of its district will not be accepted.

The district reserves to itself the ability to determine, based on an examination of student records obtained from the prior district, and other information, whether any student would require a different class, course or courses, program of instruction, or special services than originally applied for. If such an examination determines that capacity has been reached in the appropriate class, course or program of instruction, or that additional staff would have to be hired for the applicant, the District shall rescind the original provisional acceptance letter and deny the Choice transfer for that student.

- The district reserves to itself the ability to decline to accept under school choice any student-whose acceptance would require the district to add additional staff, for any reason.

THEREFORE, let it be resolved that these shall constitute the School Choice openings at the beginning of the School Choice enrollment period for the school-year 2013-14.

Board President

Board Secretary

Date

Date

4.5F2--SCHOOL CHOICE PROVISIONAL ACCEPTANCE LETTER

Dear Parent's name,

The application you submitted for student's name has been provisionally accepted. While the school's name looks forward to welcoming student's name as a student, to further the application process and to better assist the district in determining the proper placement of student's name, please submit the information listed below to district or school's address by enter date. Failure to submit the information requested by the date specified shall void and nullify this letter's provisional acceptance. In addition to the information you submit, records may be requested from the student's current district/school, and final acceptance may depend on the content of those records as to appropriate grade placement, program placement or services required. A student who has not previously attended an Arkansas public school or did not attend an Arkansas public school in the previous academic year may be evaluated by the district prior to final acceptance, and the results of that evaluation could impact final acceptance.

1. For students applying to enroll in first grade or higher: a copy of the student's transcript from the ~~last~~ school where the student is currently enrolled. The student's permanent record, including the original transcript, will be requested from the school immediately following the student's actual enrollment in our district.
2. Proof of the student's age; This can be a 1) birth certificate; 2) A statement by the local registrar or a county recorder certifying the child's date of birth; 3) An attested baptismal certificate; 4) A passport; 5) An affidavit of the date and place of birth by the child's parent or guardian; 6) United States military identification; or 7) Previous school records.
3. The student's health care needs at school.
4. Student's name age appropriate immunization record or an exemption granted for the previous school-year and a statement of whether or not the parent is intending to continue the exemption for the upcoming school year.

After reviewing the submitted documentation the District will determine if the applicant meets the District's capacity standards and notify you of its decision by insert date. Please note that the acceptance of an application can be reversed if it is determined that the application is in violation of student's name's resident district's limitation cap for available school choice transfers or if the resident district has reached its statutory cap for transfers out of its district.

Respectfully,

Insert name

Insert position/title

4.5F3--SCHOOL CHOICE ACCEPTANCE LETTER

Dear Parent's name,

I am pleased to inform you that the application you submitted for student's name has been accepted pending enrollment of student's name by insert date, however, failure to enroll student's name by this date will render this offer of acceptance null and void.

I look forward to welcoming student's name as part of the school or District's name and/or mascot.

Once your child has enrolled in school with us this coming school-year, student's name will be eligible to continue enrollment in the district until completing high school or is beyond the legal age of enrollment provided the student meets the applicable statutory and District policy requirements all other District students must meet (with the exception of residency in the District) to continue District enrollment. This information is contained in the student handbook. You will be required to fill out a choice renewal form each year by insert date which can be picked up in our district's central office located at insert address.

Please Note: The "insert District's name" has no control over when a student's resident district might reach its statutory limit on allowable transfers out of its district. While we consider it unlikely, there is always the possibility that we could be forced to withdraw this acceptance if the resident district determines it reached its statutory cap for transfers out of its district prior to your student's application date to our District. You will be notified immediately should that rescission of acceptance be necessary. We apologize for this unavoidable uncertainty.

Respectfully,

Insert name

Insert position/title

4.5F4--SCHOOL CHOICE REJECTION LETTER

Dear Parent's name,

I am sorry, but the application you submitted for student's name has been rejected for the following reason(s).

___ Your child's resident district has declared itself exempt from the provisions of the School Choice Law due to it being under an enforceable desegregation order.

___ Your child's resident district has reached its limitation cap for allowable transfers and we cannot accept any additional school choice transfers from that district.

___ Your child does not meet the openings identified for the coming school-year identified in the Board of Directors Resolution adopted on insert date.

The specific reason for rejection is that acceptance would cause the district to have to add:

- ___ Staff
- ___ Teachers
- ___ classroom(s)
- ___ the insert the name of the program, class, grade level, or school building's capacity

As noted in your original application, you have ten(10) days from receipt of this notice in which to submit a written appeal of this decision to the State Board of Education.

Respectfully,

Insert name

Insert position/title

4.6 - HOME SCHOOLING

Parents or legal guardians desiring to provide a home school for their children must give written notice to the Superintendent of their intent to do so and sign a waiver acknowledging that the State of Arkansas is not liable for the education of their children during the time the parents choose to home school. Notice shall be given:

- At the beginning of each school year, but no later than August 15;
- By December 15 for parents who decide to start home schooling at the beginning of the spring semester; or
- Fourteen (14) calendar days prior to withdrawing the child (provided the student is not currently under disciplinary action for violation of any written school policy, including, but not limited to, excessive absences) and at the beginning of each school year thereafter.

The parents or legal guardians shall deliver written notice in person to the Superintendent the first time such notice is given and the notice must include:

- The name, date of birth, grade level, and the name and address of the school last attended, if any;
- The location of the home school;
- The basic core curriculum to be offered;
- The proposed schedule of instruction; and
- The qualifications of the parent-teacher.

To aid the District in providing a free and appropriate public education to students in need of special education services, the parents or legal guardians home-schooling their children shall provide information which might indicate the need for special education services.

Legal References: A.C.A. § 6-15-503
 A.C.A. § 6-41-206

Date Adopted: June 13, 2002

Last Revised: May 10, 2012

4.7—ABSENCES

If any student's Individual Education Program (IEP) or 504 Plan conflicts with this policy, the requirements of the student's IEP or 504 Plan take precedence.

Education is more than the grades students receive in their courses. Important as that is, students' regular attendance at school is essential to their social and cultural development and helps prepare them to accept responsibilities they will face as an adult. Interactions with other students and participation in the instruction within the classroom enrich the learning environment and promote a continuity of instruction which results in higher student achievement.

Excused Absences

Excused absences are those where the student was on official school business or when the absence was due to one of the following reasons and the student brings a written statement to the principal or designee upon his/her return to school from the parent or legal guardian stating such reason. A written statement presented for an absence having occurred more than five (5) school days prior to its presentation will **not** be accepted.

1. The student's illness or when attendance could jeopardize the health of other students. A maximum of six (6) such days are allowed per semester unless the condition(s) causing such absences is of a chronic or recurring nature, is medically documented, and approved by the principal.¹
2. Death or serious illness in their immediate family;²
3. Observance of recognized holidays observed by the student's faith;
4. Attendance at an appointment with a government agency;
5. Attendance at a medical appointment;
6. Exceptional circumstances with prior approval of the principal; or
7. Participation in an FFA, FHA, or 4-H sanctioned activity;
8. Participation in the election poll workers program for high school students.
9. Absences granted to allow a student to visit his/her parent or legal guardian who is a member of the military and been called to active duty, is on leave from active duty, or has returned from deployment to a combat zone or combat support posting. The number of additional excused absences shall be at the discretion of the superintendent or designee.
10. Absences granted, at the Superintendent's discretion, to seventeen (17) year-old students who join the Arkansas National Guard while in eleventh grade to complete basic combat training between grades eleven (11) and (12).

Students who serve as pages for a member of the General Assembly shall be considered on instructional assignment and shall not be considered absent from school for the day the student is serving as a page.³

It is the Arkansas General Assembly's intention that students having excessive absences be given assistance in obtaining credit for their courses. Excessive absences may, however, be the basis for the denial of course credit, promotion, or graduation.

Unexcused Absences

Absences not defined above or not having an accompanying note from the parent or legal guardian, presented in the timeline required by this policy, shall be considered as unexcused absences. Students with (*insert number*)⁴ unexcused absences in a course in a semester shall not receive credit for that course. At the discretion of the principal after consultation with persons having knowledge of the circumstances of the unexcused absences, the student may be denied promotion or graduation. Excessive absences shall not be a reason for expulsion or dismissal of a student.

When a student has (*insert number equal to 1/2 above number*)⁴ unexcused absences, his/her parents, guardians, or persons in loco parentis shall be notified⁵. Notification shall be by telephone by the end of the school day in which such absence occurred or by regular mail with a return address sent no later than the following school day.

Whenever a student exceeds (*same number as* ⁴) unexcused absences in a semester, the District shall notify the prosecuting authority and the parent, guardian, or persons in loco parentis shall be subject to a civil penalty as prescribed by law.

At any time prior to when a student exceeds the number of unexcused absences permitted by this policy, the student, or his/her parent, guardian, or person in loco parentis may petition the school or district's administration for special arrangements to address the student's unexcused absences. If formal arrangements are granted, they shall be formalized into a written agreement which will include the conditions of the agreement and the consequences for failing to fulfill the agreement's requirements. The agreement shall be signed by the student, the student's parent, guardian, or person in loco parentis, and the school or district administrator or designee.⁶

Students who attend in-school suspension shall not be counted absent for those days.⁷

Days missed due to out-of-school suspension or expulsion shall be unexcused absences.⁷

The District shall notify the Department of Finance and Administration whenever a student fourteen (14) years of age or older is no longer in school. The Department of Finance and Administration is required to suspend the former student's operator's license unless he/she meets certain requirements specified in the statute.

Applicants for an instruction permit or for a driver's license by persons less than eighteen (18) years old on October 1 of any year are required to provide proof of a high school diploma or enrollment and regular attendance in an adult education program or a public, private, or parochial school prior to receiving an instruction permit. To be issued a driver's license, a student enrolled in school shall present proof of a "C" average for the previous semester or similar equivalent grading period for which grades are reported as part of the student's permanent record.

Notes: If your district's penalties for absences include an impact on the student's grades, it is important to note that A.C.A. § 9-28-113(f) prohibits the lowering of grades of foster children for absences due to 1) a change in the student's school enrollment; 2) the student's attendance at a court ordered dependency-neglect court proceeding; or 3) the student's attendance at a court-ordered counseling or treatment.

¹ Limiting the number of excused absences for illness is an option which you can choose to include or not include. The number of absences can be changed as you feel appropriate.

² Your board may want to define the meaning of "immediate family." One source for a definition is A.C.A. § 6-17-1202.

³ Statutorily, the day the student serves as a page cannot be counted as an absence, but the school may grant additional days (such as for travel time) in conjunction with the day as a page which would also not be counted as absences. The choice is up to the district.

⁴ A.C.A. § 6-18-222(a)(1)(A)(i) requires school boards to adopt an attendance policy that includes a "certain number" of excessive unexcused absences. The code leaves the specific number up to the individual board's discretion. The number your board chooses determines the number of absences that triggers the notices being sent to the student's parents.

⁵ If your district has a Community Truancy Board as defined in A.C.A. § 6-18-225 & 226, notification will also need to be sent to the chairman of the truancy board. The truancy board will then need to proceed as defined by A.C.A. § 6-18-222(a)(4)(A).

⁶ Students are specifically permitted to initiate the agreement on their own; their parents may be unavailable or unwilling to meet with the administration.

⁷The statutes are silent on whether suspensions shall count as absences. You can choose to amend this sentence and make either or both forms of suspension count as absences. In making your decision, we suggest you consider the number of days of allowable absences you have chosen for this policy, the lower the number, the greater the consequences for including a suspension as an absence. A.C.A. § 6-18-507(g) requires districts to note on each student's attendance record if the student's absence was due to an out-of-school suspension.

Legal References: A.C.A. § 6-4-302
 A.C.A. § 6-18-209
 A.C.A. § 6-18-220
 A.C.A. § 6-18-222
 A.C.A. § 6-18-229
 A.C.A. § 6-18-231
 A.C.A. § 6-18-507(g)
 A.C.A. § 7-4-116
 A.C.A. § 9-28-113(f)
 A.C.A. § 27-16-701

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Last Revised: June 14, 2001
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 June 9, 2005
 May 8, 2008
 June 11, 2009
 May 10, 2012
 July 18th, 2013

4.8 - MAKE-UP WORK

Students who miss school due to an absence shall be allowed to make up the work they missed during their absence under the following rules.

- Students are responsible for asking the teachers of the classes they missed what assignments they need to make up.
- Teachers are responsible for providing the missed assignments when asked by a returning student.
- Students are required to ask for their assignments on their first day back at school or their first class day after their return.
- Make-up tests are to be rescheduled at the discretion of the teacher, but must be aligned with the schedule of the missed work to be made up.
- Students shall have one (1) class day to make up their work for each class day they are absent.
- Make-up work which is not turned in within the make-up schedule for that assignment shall receive a zero.
- Students are responsible for turning in their make-up work without the teacher having to ask for it.
- Students who are absent on the day their make-up work is due must turn in their work the day they return to school whether or not the class for which the work is due meets the day of their return.
- As required/permitted by the student's Individual Education Program or 504 Plan.

Work may not be made up for credit for absences in excess of allowable absences in a semester **unless** the absences are part of a signed agreement as permitted by policy 4.7 - ABSENCES.

Cross Reference: 4.7 – ABSENCES

Date Adopted: June 13, 2002

Last Revised: April 14, 2005

May 10, 2012

4.9 TARDIES

Promptness is an important character trait that District staff is to encourage to model and help develop in our schools' students. At the same time, promptness is the responsibility of each student. Students who are late to class show a disregard for both the teacher and their classmates which compromises potential student achievement.

Date Adopted: June 13, 2002

Last Revised:

4.10 - CLOSED CAMPUS

All schools in the District shall operate closed campuses. Students are required to stay on campus from their arrival until dismissal at the end of the regular school day. Unless given permission to leave the campus by a school official. Students must sign out in the office upon their departure.

Date Adopted: June 13, 2002

Last Revised: May 10, 2012

4.11 EQUAL EDUCATIONAL OPPORTUNITY

No student in the Paris School District shall, on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participation in, or denied the benefits of, or subjected to discrimination under any educational program or activity sponsored by the District.

Date Adopted: June 13, 2002

Last Revised:

4.12 - STUDENT ORGANIZATIONS/EQUAL ACCESS

Non-curriculum related secondary school student organizations wishing to conduct meetings on school premises during non-instructional time shall not be denied equal access on the basis of the religious, political, philosophical, or other content of the speech at such meetings. Such meetings must meet the following criteria.

The meeting is to be voluntary and student initiated;

There is no sponsorship of the meeting by the school, the government, or its agents or employees;

The meeting must occur during non-instructional time;

Employees or agents of the school are present at religious meetings only in a non-participatory capacity;

The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school; and

Non-school persons may not direct, conduct, control, or regularly attend activities of student groups.

All meetings held on school premises must be scheduled and approved by the principal. The school, its agents, and employees retain the authority to maintain order and discipline, to protect the wellbeing of students and faculty, and to assure that attendance of students at meetings is voluntary.

Fraternities, sororities, and secret societies are forbidden in the District's schools. Membership to student organizations shall not be by a vote of the organization's members, nor be restricted by the student's race, religion, sex, national origin, or other arbitrary criteria. Hazing, as defined by law, is forbidden in connection with initiation into, or affiliation with, any student organization, extracurricular activity or sport program.

Legal References: A.C.A. § 6-21-201 et seq.
 20 U.S.C. 4071 Equal Access Act
 Board of Education of the Westside Community Schools v. Mergens, 496
 U.S. 226 (1990)
 A.C.A. § 6-18-601 et seq.

Date Adopted: June 13, 2002

Last Revised: June 16, 2011

4.13 - PRIVACY OF STUDENTS' RECORDS/DIRECTORY INFORMATION

Except when a court order regarding a student has been presented to the District to the contrary, all students' education records are available for inspection and copying by the parent of his/her student who is under the age of eighteen (18). At the age of eighteen (18), the right to inspect and copy a student's records transfers to the student. A student's parent or the student, if over the age of 18, requesting to review the student's education records will be allowed to do so within no more than forty-five (45) days of the request. The District forwards education records, including disciplinary records, to schools that have requested them and in which the student seeks or intends to enroll, or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer.

The District shall receive written permission before releasing education records to any agency or individual not authorized by law to receive and/or view the education records without prior parental permission. The District shall maintain a record of requests by such agencies or individuals for access to, and each disclosure of, personally identifiable information (hereinafter "PII") from the education records of each student. Disclosure of education records is authorized by law to school officials with legitimate educational interests. A personal record kept by a school staff member is **not** considered an educational record if it meets the following tests:

- it is in the sole possession of the individual who made it;
- it is used only as a personal memory aid; and
- information contained in it has never been revealed or made available to any other person, except the maker's temporary substitute.

For purposes of this policy a school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the school has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

For purposes of this policy a school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility, contracted duty, or duty of elected office.

The District discloses PII from an education record to appropriate parties, including parents, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. The superintendent or designee shall determine who will have access to and the responsibility for disclosing information in emergency situations.

When deciding whether to release PII in a health or safety emergency, the District may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the District determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other individuals.

For purposes of this policy, the Paris School District does not distinguish between a custodial and noncustodial parent, or a non-parent such as a person acting in loco parentis, or a foster parent with respect to gaining access to a student's records. Unless a court order restricting such access has been presented to the District to the contrary, the fact of a person's status as parent or guardian, alone, enables that parent or guardian to review and copy his child's records.

If there exists a court order which directs that a parent not have access to a student or his records, the parent, guardian, person acting in loco parentis, or an agent of the Department of Human Services must present a file-marked copy of such order to the building principal and the superintendent. The school will make good-faith efforts to act in accordance with such court order, but the failure to do so does not impose legal liability upon the school. The actual responsibility for enforcement of such court orders rests with the parents or guardians, their attorneys and the court which issued the order.

A parent or guardian does not have the right to remove any material from a student's records, but such parent or guardian may challenge the accuracy of a record. The right to challenge the accuracy of a record does not include the right to dispute a grade, which must be done only through the appropriate teacher and/or administrator, the decision of whom is final. A challenge to the accuracy of material contained in a student's file must be initiated with the building principal, with an appeal available to the Superintendent or his designee. The challenge shall clearly identify the part of the student's record the parent wants changed and specify why he/she believes it is inaccurate or misleading. If the school determines not to amend the record as requested, the school will notify the requesting parent or student of the decision and inform them of their right to a hearing regarding the request for amending the record. The parent or eligible student will be provided information regarding the hearing procedure when notified of the right to a hearing.

Unless the parent or guardian of a student (or student, if above the age of eighteen [18]) objects, "directory information" about a student may be made available to the public, military recruiters, post-secondary educational institutions, prospective employers of those students, as well as school publications such as annual yearbooks and graduation announcements. "Directory information" includes, but is not limited to, a student's name, address, telephone number, electronic mail address, photograph, date and place of birth, dates of attendance, his/her placement on the honor roll (or the receipt of other types of honors), as well as his/her participation in school clubs and extracurricular activities, among others. If the student participates in inherently public activities (for example, basketball, football, other interscholastic activities, the publication of such information will be beyond the control of the District. "Directory information" also includes a student identification (ID) number, user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems and a student ID number or other unique personal identifier that is displayed on a student's ID badge, provided the ID cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user.

A student's name and photograph will only be displayed on the district or school's web page(s) after receiving written permission from the student's parent or student if over the age of 18.

The form for objecting to making directory information available is located in the back of the student handbook and must be completed and signed by the parent or age-eligible student and filed with the building principal's office no later than ten (10) school days after the beginning of each school year or the date the student is enrolled for school. Failure to file an objection by that time is considered a specific grant of permission. The district is required to continue to honor any signed opt-out form for any student no longer in attendance at the district.

The right to opt out of the disclosure of directory information under FERPA does not prevent the District from disclosing or requiring a student to disclose the student's name, identifier, or institutional email address in a class in which the student is enrolled.

Parents and students over the age of 18 who believe the district has failed to comply with the requirements for the lawful release of student records may file a complaint with the U. S. Department of Education at:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

Legal Reference: A.C.A. § 9-29-113(b)(6)
28 U.S.C. § 1232g
20 U.S.C. § 7908 (NCLB Section 9528)
34 CFR 99.3, 99.7, 99.21, 99.22, 99.30, 99.31, 99.32, 99.33, 99.34,
99.35, 99.36, 99.37, 99.63, 99.64

Cross References: Policy 4.34 – Communicable Diseases and Parasites
 Policy 5.20—District Web Site
 Policy 5.20.1—Web Site Privacy Policy
 Policy 5.20F1—Permission to Display Photo of Student on Web Site

Date Adopted: June 13, 2002
Last Revised: August 14, 2003
 June 8, 2006
 April 9, 2009
 May 10, 2012

4.13F - OBJECTION TO PUBLICATION OF DIRECTORY INFORMATION
(Not to be filed if the parent/student has no objection)

I, the undersigned, being a parent of a student or a student eighteen (18) years of age or older, hereby note my objection to the disclosure or publication by the Paris School District of directory information, as defined in Policy 4.13 (Privacy of Students' Records), concerning the student named below. The District is required to continue to honor any signed opt-out form for any student no longer in attendance at the District.

I understand that the participation by the below-named student in any interscholastic activity, including athletics and school clubs may make the publication of some directory information unavoidable, and the publication of such information in other forms, such as telephone directories, church directories, *etc.*, is not within the control of the District.

I understand that this form must be filed with the office of the appropriate building principal within ten (10) school days from the beginning of the current school year or the date the student is enrolled in order for the District to be bound by this objection. Failure to file this form within that time is a specific grant of permission to publish such information.

I object and wish to deny the disclosure or publication of directory information as follows:

Deny disclosure to military recruiters' _____

Deny disclosure to Institutions of postsecondary education _____

Deny disclosure to potential employers' _____

Deny disclosure to all public and school sources _____

Selecting this option will prohibit the release of directory information to the three Categories listed above along with all other public sources (such as newspapers), **AND** result in the student's directory information **not** being included in the schools yearbook and other school publications.

Deny disclosure to all public sources _____

Selecting this option will prohibit the release of directory information to the first three categories listed above along with all other public sources (such as newspapers), but permit the student's directory information **to be included** in the school's yearbook and other school publications.

Name of student (printed)

Signature of parent (or student, if 18 or older)

Date form was filed (to be filled in by office personnel)

4.14 - STUDENT PUBLICATIONS AND THE DISTRIBUTION OF LITERATURE

Student Publications

All publications that are supported financially by the school or by use of school facilities, or are produced in conjunction with a class shall be considered school-sponsored publications. School publications do not provide a forum for public expression. Such publications, as well as the content of student expression in school-sponsored activities, shall be subject to the editorial control of the District's administration whose actions shall be reasonably related to legitimate pedagogical concerns and adhere to the following limitations:

1. Advertising may be accepted for publications that does not condone or promote products that are inappropriate for the age and maturity of the audience or that endorses such things as tobacco, alcohol, or drugs.
2. Publications may be regulated to prohibit writings which are, in the opinion of the appropriate teacher and/or administrator, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.
3. Publications may be regulated to refuse to publish material which might reasonably be perceived to advocate drug or alcohol use, irresponsible sex, or conduct otherwise inconsistent with the shared values of a civilized social order or to associate the school with any position other than neutrality on matters of political controversy.
4. Prohibited publications include:
 - Those that are obscene as to minors;
 - Those that are libelous or slanderous, including material containing defamatory falsehoods about public figures or governmental officials, which are made with knowledge of their falsity or reckless disregard of the truth;
 - Those that constitute an unwarranted invasion of privacy as defined by state law,
 - Publications that suggest or urge the commission of unlawful acts on the school premises;
 - Publications which suggest or urge the violation of lawful school regulations;
 - Hate literature that scurrilously attacks ethnic, religious, or racial groups.

Student Publications on School Web Pages

Student publications that are displayed on school web pages shall follow the same guidelines as listed above, plus they shall:

1. Not contain any non-educational advertisements. Additionally, student web publications shall;
2. Adhere to the restrictions regarding use of Directory Information as prescribed in Policy including not using a student's photograph when associated with the student's name unless written permission has been received from the student's parent or student if over the age of 18.
3. State that the views expressed are not necessarily those of the School Board or the employees of the District.

Student Distribution of Non-school Literature, Publications, and Materials

A student or group of students who distribute ten (10) or fewer copies of the same non-school literature, publications, or materials (hereinafter "non-school materials"), shall do so in a time, place, and manner that does not cause a substantial disruption of the orderly education environment. A student or group of students wishing to distribute more than ten (10) copies of non-school materials shall have school authorities review their non-school materials at least three (3) school days in advance of their desired time of dissemination. School authorities shall review the non-school materials, prior to their distribution and will bar from distribution those non-school materials that are obscene, libelous, pervasively indecent, or advertise unlawful products or services. Material may also be barred from distribution if there is evidence that reasonably supports a forecast that a substantial disruption of the orderly operation of the school or

educational environment will likely result from the distribution. Concerns related to any denial of distribution by the principal shall be heard by the Superintendent whose decision shall be final.

The school principal or designee shall establish reasonable regulations governing the time, place, and manner of student distribution of non-school materials.

The regulations shall:

1. Be narrowly drawn to promote orderly administration of school activities by preventing disruption and may not be designed to stifle expression;
2. Be uniformly applied to all forms of non-school materials;
3. Allow no interference with classes or school activities;
4. Specify times, places, and manner where distribution may and may not occur; and
 - A. Not inhibit a person's right to accept or reject any literature distributed in accordance with the regulations.

The Superintendent, along with the student publications advisors, shall develop administrative regulations for the implementation of this policy. The regulations shall include definitions of terms and timelines for the review of materials.

Legal References: A.C.A. § 6-18-1202, 1203, & 1204
 Tinker v. Des Moines ISD, 393 U.S. 503 (1969)
 Bethel School District No. 403 v. Fraser, 478 U.S. 675 (1986)
 Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988)

Date Adopted: June 13, 2002
Last Revised: April 10, 2003
 June 14, 2007
 May 8, 2008

4.15 - CONTACT WITH STUDENTS WHILE AT SCHOOL

Parents wishing to visit their children during the school day shall register first with the office.

CONTACT BY NON-CUSTODIAL PARENTS

If there is any question concerning the legal custody of the student, the parent shall present documentation to the principal or his/her designee establishing the parent's custody of the student. It shall be the responsibility of the custodial parent to make any court ordered "no contact" or other restrictions regarding the non-custodial parent known to the principal by presenting a copy of a file-marked court order. Without such court order on file, the school will release the child to either of his/her parents. Non-custodial parents who file with the principal a date-stamped copy of current court orders granting visitation may eat lunch, volunteer in their child's classroom, or otherwise have contact with the child during school hours and the prior approval of the school's principal. Such contact is subject to the limitations outlined in Policy 4.16, Policy 6.5, and any other policies that may apply.

Unless prior arrangements have been made with the school's principal, Arkansas law provides that the transfer of a child between his/her custodial parent and non-custodial parent, when both parents are present, shall not take place on the school's property on normal school days during normal hours of school operation.

CONTACT BY LAW ENFORCEMENT, SOCIAL SERVICES, OR BY COURT ORDER

State law requires that Department of Human Services employees, local law enforcement, or agents of the Crimes Against Children Division of the Department of Arkansas State Police, may interview students without a court order for the purpose of investigating suspected child abuse. In instances where the interviewers deem it necessary, they may exercise a "72 hour hold" without first obtaining a court order. Other questioning of students by non-school personnel shall be granted only with a court order directing such questioning, with permission of the parents of a student (or the student if above eighteen [18] years of age), or in response to a subpoena or arrest warrant.

If the District makes a report to any law enforcement agency concerning student misconduct or if access to a student is granted to a law enforcement agency due to a court order, the principal or the principal's designee shall make a good faith effort to contact the student's parent, legal guardian, or other person having lawful control by court order, or person acting in loco parentis on student enrollment forms. The principal or the principal's designee shall not attempt to make such contact if presented documentation by the investigator that notification is prohibited because a parent, guardian, custodian, or person standing in loco parentis is named as an alleged offender of the suspected child maltreatment. This exception applies only to interview requests made by a law enforcement officer, an investigator of the Crimes Against Children Division of the Department of Arkansas State Police, or an investigator or employee of the Department of Human Services.

In instances other than those related to cases of suspected child abuse, principals must release a student to either a police officer who presents a subpoena for the student, or a warrant for arrest, or to an agent of state social services, or an agent of a court with jurisdiction over a child with a court order signed by a judge. Upon release of the student, the principal or designee shall give the student's parent, legal guardian, or other person having lawful control by court order, or person acting in loco parentis notice that the student has been taken into custody by law enforcement personnel or a state's social services agency. If the principal or designee is unable to reach the parent, he or she shall make a reasonable, good faith effort to get a message to the parent to call the principal or designee, and leave both a day and an afterhour's telephone number.

Legal References: A.C.A. § 6-18-513
 A.C.A. § 9-13-104
 A.C.A. § 12-18-609, 610, 613
 A.C.A. § 12-18-1001, 1005

Date Adopted: June 13, 2002

Last Revised: June 16, 2011

4.16 STUDENT VISITORS

Student visitors in the classroom can be disruptive to the educational process. Student visitation is strongly discouraged. Any visitation to the classroom shall be allowed only with the permission of the school principal.

Date Adopted: June 13, 2002

Last Revised:

4.17 - STUDENT DISCIPLINE

The Arkansas Board of Education has a responsibility to protect the health, safety, and welfare of the District's students and employees. To help maintain a safe environment conducive to high student achievement, the Board establishes policies necessary to regulate student behavior to promote an orderly school environment that is respectful of the rights of others and ensures the uniform enforcement of student discipline. Students are responsible for their conduct that occurs: at any time on the school grounds; off school grounds at a school sponsored function, activity, or event; going to and from school or a school activity.

The District's administrators may also take disciplinary action against a student for off-campus conduct occurring at any time that would have a detrimental impact on school discipline, the educational environment, or the welfare of the students and/or staff. A student who has committed a criminal act while off campus and whose presence on campus could cause a substantial disruption to school or endanger the welfare of other students or staff is subject to disciplinary action up to and including expulsion. Such acts could include, but are not limited to a felony or an act that would be considered a felony if committed by an adult, an assault or battery, drug law violations, or sexual misconduct of a serious nature. Any disciplinary action pursued by the District shall be in accordance with the student's appropriate due process rights.

The District's licensed personnel policy committee shall review the student discipline policies annually and may recommend changes in the policies to the Paris School Board. The Board has the responsibility of determining whether to approve any recommended changes to student discipline policies.

The District's student discipline policies shall be distributed to each student during the first week of school each year and to new students upon their enrollment. Each student's parent or legal guardian shall sign and return to the school an acknowledgement form documenting that they have received the policies.

It is required by law that the principal or the person in charge report to the police any incidents the person has personal knowledge of or has received information leading to a reasonable belief that a person has committed or threatened to commit an act of violence or any crime involving a deadly weapon on school property or while under school supervision. If the person making the report is not the Superintendent, that person shall also inform the Superintendent of the incident. Additionally, the principal shall inform any school employee or other person who initially reported the incident that a report has been made to the appropriate law enforcement agency. The Superintendent or designee shall inform the Board of Directors of any such report made to law enforcement.

Legal References: A.C.A. § 6-18-502
 A.C.A. § 6-17-113

Date Adopted: June 13, 2002
Last Revised: May 10, 2012
 July 18th, 2013

4.18 - PROHIBITED CONDUCT

Students and staff require a safe and orderly learning environment that is conducive to high student achievement. Certain student behaviors are unacceptable in such an environment and are hereby prohibited by the Board. Prohibited behaviors include, but shall not be limited to the following:

1. Disrespect for school employees and failing to comply with their reasonable directions or otherwise demonstrating insubordination;
2. Disruptive behavior that interferes with orderly school operations;
3. Willfully and intentionally assaulting or threatening to assault or physically abusing any student or school employee;
4. Possession of any weapon that can reasonably be considered capable of causing bodily harm to another individual;
5. Possession or use of tobacco in any form on any property owned or leased by any public school;
6. Willfully or intentionally damaging, destroying, or stealing school property;
7. Possession of any paging device, beeper, or similar electronic communication on the school campus during normal school hours unless specifically exempted by the administration for health or other compelling reasons;
8. Possession, selling, distributing, or being under the influence of an alcoholic beverage, any illegal drug, unauthorized inhalants, or the inappropriate use or sharing of prescription or over the counter drugs, or other intoxicants, or anything represented to be a drug;
9. Sharing, diverting, transferring, applying to others (such as needles or lancets), or in any way misusing medication or any medical supplies in their possession;
10. Inappropriate public displays of affection;
11. Cheating, copying, or claiming another person's work to be his/her own;
12. Gambling;
13. Inappropriate student dress;
14. Use of vulgar, profane, or obscene language or gestures;
15. Truancy;
16. Excessive tardiness;
17. Engaging in behavior designed to taunt, degrade, or ridicule another person on the basis of race, ethnicity, national origin, sex, or disability.
18. Possess, view, distribute or electronically transmit sexually explicit or vulgar images or representations, whether electronically, on a data storage device, or in hard copy form.
19. Hazing, or aiding in the hazing of another student.
20. Gangs or gang-related activities, including belonging to secret societies of any kind, are forbidden on school property. Gang insignias, clothing, "throwing signs" or other gestures associated with gangs are prohibited;

21. Sexual harassment; and

22. Bullying.

The Board directs each school in the District to develop implementation regulations for prohibited student conduct consistent with applicable Board policy, State and Federal laws, and judicial decisions.

Legal References: A.C.A. § 6-18-502
 A.C.A. § 6-18-707
 A.C.A. § 6-15-1005
 A.C.A. § 6-21-609
 A.C.A. § 6-18-506
 A.C.A. § 6-18-222
 A.C.A. § 6-5-201
 A.C.A. § 6-18-514

Cross References: Prohibited Conduct #1—Policy # 3.17
 Prohibited Conduct #2— Policy # 4.20
 Prohibited Conduct #3— Policy # 4.21, 4.26
 Prohibited Conduct #4— Policy # 4.22
 Prohibited Conduct #5— Policy # 4.23
 Prohibited Conduct #7— Policy # 4.47
 Prohibited Conduct #8—Policy #4.24
 Prohibited Conduct #13— Policy # 4.25
 Prohibited Conduct #14— Policy # 4.21
 Prohibited Conduct #15— Policy # 4.7
 Prohibited Conduct #16— Policy # 4.9
 Prohibited Conduct #17— Policy # 4.43
 Prohibited Conduct #19— Policy # 4.12
 Prohibited Conduct #20—Policy #4.26
 Prohibited Conduct #21— Policy # 4.27
 Prohibited Conduct #22— Policy # 4.43

Date Adopted: June 13, 2002
Last Revised: June 10, 2004
 June 8, 2006
 April 9, 2009
 May 10, 2012

4.19 CONDUCT TO AND FROM SCHOOL AND TRANSPORTATION ELIGIBILITY

Students are subject to the same rules of conduct while traveling to and from school as they are while on school grounds. Appropriate disciplinary actions may be taken against commuting students who violate student code of conduct rules.

The preceding paragraph also applies to student conduct while on school buses. Students shall be instructed in safe riding practices. The driver of a school bus shall not operate the school bus until every passenger is seated. Disciplinary measures for problems related to bus behavior shall include suspension or expulsion from school, or suspending or terminating the student's bus transportation privileges. Transporting students to and from school who have lost their bus transportation privileges shall become the responsibility of the student's parent or legal guardian.

All students are eligible to receive District bus transportation. The Superintendent or his/her designee shall annually establish bus routes and may modify them as needed.

Legal Reference: A.C.A. § 6-19-119 (b)
Ark. Division of Academic Facilities and Transportation Rules Governing
Maintenance and Operations of Ark. Public School Buses and Physical
Examinations of School Bus Drivers 4.0

Date Adopted: June 13, 2002

Last Revised: June 8, 2006

4.20 DISRUPTION OF SCHOOL

No student shall by the use of violence, force, noise, coercion, threat, intimidation, fear, passive resistance, or any other conduct, intentionally cause the disruption of any lawful mission, process, or function of the school, or engage in any such conduct for the purpose of causing disruption or obstruction of any lawful mission, process, or function. Nor shall any student encourage any other student to engage in such activities.

Disorderly activities by any student or group of students that adversely affect the school's orderly educational environment shall not be tolerated at any time on school grounds. Teachers may remove from class and send to the principal or principal's designee office a student whose behavior is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to teach the students, the class, or with the ability of the student's classmates to learn. Students who refuse to leave the classroom voluntarily will be escorted from the classroom by the school administration.

Legal Reference: A.C.A. § 6-18-511

Date Adopted: June 13, 2002

Last Revised:

4.21 STUDENT ASSAULT OR BATTERY

A student shall not threaten, physically abuse, or attempt to physically abuse, or behave in such a way as to be perceived to threaten bodily harm to any other person (student, school employee, or school visitor). Any gestures, vulgar, abusive or insulting language, taunting, threatening, harassing, or intimidating remarks by a student toward another person that threatens their well-being is strictly forbidden. This includes, but is not limited to, fighting, racial, ethnic, religious, or sexual slurs.

Furthermore, it is unlawful, during regular school hours, and in a place where a public school employee is required to be in the course of his or her duties, for any person to address a public school employee using language which, in its common understanding, is calculated to: a) cause a breach of the peace; b) materially and substantially interfere with the operation of the school; c) arouse the person to whom it is addressed to anger, to the extent likely to cause imminent retaliation. Students guilty of such an offense may be subject to legal proceedings in addition to student disciplinary measures.

Legal Reference: A.C.A. § 6-17-106 (a)

Date Adopted: June 13, 2002

Last Revised:

4.22 - WEAPONS AND DANGEROUS INSTRUMENTS

No student shall possess a weapon, display what appears to be a weapon, or threaten to use a weapon while in school, on or about school property, before or after school, in attendance at school or any school sponsored activity, en route to or from school or any school sponsored activity, off the school grounds at any school bus stop, or at any school sponsored activity or event. Military personnel, such as ROTC cadets, acting in the course of their official duties are expected.

A weapon is defined as any firearm, knife, razor, ice pick, dirk, box cutter, numchucks, pepper spray or other noxious spray, explosive, or any other instrument or substance capable of causing bodily harm. For the purposes of this policy, "firearm" means any device designed, made, or adapted to expel a projectile by the action of an explosive or any device readily convertible to that use.

Possession means having a weapon, as defined in this policy, on the student's body or in an area under his/her control. If, prior to any questioning or search by any school personnel, a student discovers that he/she has accidentally brought a weapon, other than a firearm, to school including a weapon, other than a firearm, that is in a vehicle on school grounds, and the student informs the principal or a staff person immediately, the student will not be considered to be in possession of a weapon unless it is a firearm. The weapon shall be confiscated and held in the office until such time as the student's parent/legal guardian shall pick up the weapon from the school's office. Repeated offenses are unacceptable and shall be grounds for disciplinary action against the student as otherwise provided for in this policy.

Except as permitted in this policy, students found to be in possession on the school campus of a firearm shall be recommended for expulsion for a period of not less than one year. The superintendent shall have the discretion to modify such expulsion recommendation for a student on a case-by-case basis.¹ Parents or legal guardians of students expelled under this policy shall be given a copy of the current laws regarding the possibility of parental responsibility for allowing a child to possess a firearm on school property.² Parents or legal guardians shall sign a statement acknowledging that they have read and understand said laws prior to readmitting the student. Parents or legal guardians of a student enrolling from another school after the expiration of an expulsion period for a firearm policy violation shall also be given a copy of the current laws regarding the possibility of parental responsibility for allowing a child to possess a firearm on school property. The parents or legal guardians shall sign a statement acknowledging that they have read and understand said laws prior to the student being enrolled in school.

The mandatory expulsion requirement for possession of a firearm does not apply to a firearm brought to school for the purpose of participating in activities approved and authorized by the district that include the use of firearms. Such activities may include ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs. Firearms brought to school for such purposes shall be brought to the school employee designated to receive such firearms. The designated employee shall store the firearms in a secure location until they are removed for use in the approved activity.

The district shall report any student who brings a firearm to school to the criminal justice system or juvenile delinquency system by notifying local law enforcement.

Notes: The changes made to this policy were triggered by the research resulting from the passage of Act 7446 of 2013. One of the results is an awareness that A.C.A. § 5-73-119 trumps the more lenient US DOE Guidelines. The net result is that the leniency provisions of the policy for students who inadvertently bring a firearm to school has been deleted.

¹ The exemption is for IDEA purposes where the possession can reasonably be associated with the student's disability. To be eligible for ESEA funds, the federal Department of Education requires an assurance that the district

(1) is in compliance with the State law requiring the one-year expulsion; and

(2) a description of the circumstances surrounding expulsions imposed under the one-year expulsion requirement, including:

- (A) The name of the school concerned;
- (B) The number of students expelled from the school; and
- (C) The type of firearms concerned.

This requirement applies even in the instances where the district exercised its option to modify the expulsion requirement on a case-by-case basis. The DOE Guidance on the Gun Free Schools Act prohibits the use of the case-by-case option to avoid “over-all compliance with the one-year expulsion requirement.

² The statute that specifies the parents’ penalties is A.C.A. § 5-27-210, but it is also helpful to have A.C.A. § 5-4-201 and A.C.A. § 5-4-401 available which spell out the fines and possible imprisonment for a class B misdemeanor offense.

Cross Reference: Policy 4.31—EXPULSION

Legal References: A.C.A. § 6-18-502 (c) (2)(A)(B)
 A.C.A. § 6-18-507 (e) (1)(2)
 A.C.A. § 6-21-608
 A.C.A. § 5-4-201
 A.C.A. § 5-4-401
 A.C.A. § 5-27-210
 A.C.A. § 5-73-119(b)(e)(8)(9)(10)
 20 USCS § 7151

Date Adopted: June 13, 2002
Last Revised: April 14, 2005
 May 8, 2008
 April 9, 2009
 July 18th, 2013

4.23 - TOBACCO AND TOBACCO PRODUCTS

Smoking or use of tobacco or products containing tobacco in any form (including, but not limited to, cigarettes, cigars, chewing tobacco, and snuff) in or on any real property owned or leased by a District school, including school buses owned or leased by the District, is prohibited. Students who violate this policy may be subject to legal proceedings in addition to student disciplinary measures.

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

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: June 13, 2002
Last Revised: April 25, 2011
July 18th, 2013

4.24 - DRUGS AND ALCOHOL

An orderly and safe school environment that is conducive to promoting student achievement requires a student population free from the deleterious effects of alcohol and drugs. Their use is illegal, disruptive to the educational environment, and diminishes the capacity of students to learn and function properly in our schools.

Therefore, no student in the Paris School District shall possess, attempt to possess, consume, use, distribute, sell, buy, attempt to sell, attempt to buy, give to any person, or be under the influence of any substance as defined in this policy, or what the student represents or believes to be any substance as defined in this policy. This policy applies to any student who: is on or about school property; is in attendance at school or any school sponsored activity; has left the school campus for any reason and returns to the campus; is en route to or from school or any school sponsored activity.

Prohibited substances shall include, but are not limited to, alcohol, or any alcoholic beverage; inhalants or any ingestible matter that alter a student's ability to act, think, or respond; LSD; or any other hallucinogen; marijuana; cocaine; heroin; or any other narcotic drug; PCP; amphetamines; steroids; "designer drugs"; look-alike drugs; or any controlled substance.

Selling, distributing, or attempting to sell or distribute, or using over-the-counter or prescription drugs not in accordance with the recommended dosage is prohibited.

Date Adopted: June 13, 2002

Last Revised: May 10, 2012

4.25 - STUDENT DRESS AND GROOMING

The Paris Board of Education recognizes that dress can be a matter of personal taste and preference. At the same time, the District has a responsibility to promote an environment conducive to student learning. This requires limitations to student dress and grooming that could be disruptive to the educational process because they are immodest, disruptive, unsanitary, unsafe, could cause property damage, or are offensive to common standards of decency.

Students are prohibited from wearing, while on the school grounds during the school day and at school-sponsored events, clothing that exposes underwear, buttocks, or the breast of a female. This prohibition does not apply, however, to a costume or uniform worn by a student while participating in a school-sponsored activity or event.

The Superintendent shall establish student dress codes for the District's schools, to be included in the student handbook, and are consistent with the above criteria.

Legal References: A.C.A. § 6-18-502(c)(1)
 A.C.A. § 6-18-503(c)

Date Adopted: June 13, 2002
Last Revised: June 16, 2011

4.26 - GANGS AND GANG ACTIVITY

The Board is committed to ensuring a safe school environment conducive to promoting a learning environment where students and staff can excel. An orderly environment cannot exist where unlawful acts occur causing fear, intimidation, or physical harm to students or school staff. Gangs and their activities create such an atmosphere and shall not be allowed on school grounds or at school functions.

The following actions are prohibited by students on school property or at school functions:

Wearing or possessing any clothing, bandanas, jewelry, symbol, or other sign associated with membership in, or representative of, any gang;

Engaging in any verbal or nonverbal act such as throwing signs, gestures, or handshakes representative of membership in any gang;

Recruiting, soliciting, or encouraging any person through duress or intimidation to become or remain a member of any gang; and/or

Extorting payment from any individual in return for protection from harm from any gang.

Students found to be in violation of this policy shall be subject to disciplinary action up to and including expulsion.

Students arrested for gang related activities occurring off school grounds shall be subject to the same disciplinary actions as if they had occurred on school grounds.

Legal References: A.C.A. § 6-15-1005(b)(2)
A.C.A. § 5-74-201

Date Adopted: June 13, 2002

Last Revised: April 25, 2011

4.27 STUDENT SEXUAL HARASSMENT

The Paris School District is committed to having an academic environment in which all students are treated with respect and dignity. Student achievement is best attained in an atmosphere of equal educational opportunity that is free of discrimination. Sexual harassment is a form of discrimination that undermines the integrity of the educational environment and will not be tolerated.

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

It shall be a violation of this policy for any student to be subjected to, or to subject another person to, sexual harassment as defined in this policy. Any student found, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action up to, and including, expulsion.

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

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

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

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

Students who believe they have been subjected to sexual harassment, or parents of a student who believe their child has been subjected to sexual harassment, are encouraged to file a complaint by contacting a counselor, teacher, Title IX coordinator, or administrator who will assist them in the complaint process. Under no circumstances shall a student be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment.

To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation. Students who file a complaint of sexual harassment will not be subject to retaliation or reprisal in any form.

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

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

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

Date Adopted: June 13, 2002

Last Revised: April 25, 2011

4.28 LASER POINTERS

Students shall not possess any hand held laser pointer while in school; on or about school property, before or after school; in attendance at school or any school-sponsored activity; en route to or from school or any school-sponsored activity; off the school grounds at any school bus stop or at any school-sponsored activity or event. School personnel shall seize any laser pointer from the student possessing it and the student may reclaim it at the close of the school year, or when the student is no longer enrolled in the District.

Legal References: A.C.A. § 6-18-512
 A.C.A. § 5-60-122

Date Adopted: June 13, 2002

Last Revised:

4.29— INTERNET SAFETY and ELECTRONIC DEVICE USE POLICY

Definition

For the purposes of this policy, "electronic device" means anything that can be used to transmit or capture images, sound, or data.

The District makes electronic device(s) and/or electronic device Internet access available to students, to permit students to perform research and to allow students to learn how to use electronic device technology. Use of district electronic devices is for educational and/or instructional purposes only. Student use of electronic device(s) shall only be as directed or assigned by staff or teachers; students are advised that they enjoy no expectation of privacy in any aspect of their electronic device use, including email, and that monitoring of student electronic device use is continuous.

No student will be granted Internet access until and unless an Internet and electronic device use agreement, signed by both the student and the parent or legal guardian (if the student is under the age of eighteen [18]) is on file. The current version of the Internet and electronic device use agreement is incorporated by reference into board policy and is considered part of the student handbook.

Technology Protection Measures

The District is dedicated to protecting students from materials on the Internet or world wide web that are inappropriate, obscene, or otherwise harmful to minors¹; therefore, it is the policy of the District to protect each electronic device with Internet filtering software² that is designed to prevent students from accessing such materials. For purposes of this policy, "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

- (A) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
- (B) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
- (C) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

Internet Use and Safety

The District is dedicated to ensuring that students are capable of using the Internet in a safe and responsible manner. The District uses technology protection measures to aid in student safety and shall also educate students on appropriate online behavior and Internet use³ including, but not limited to:

- interacting with other individuals on social networking websites and in chat rooms;
- Cyberbullying awareness; and
- Cyberbullying response.

Misuse of Internet

The opportunity to use the District's technology to access the Internet is a privilege and not a right. Students who misuse electronic devices or Internet access in any way will face disciplinary action, as specified in the student handbook⁴ and/ or Internet safety and electronic device use agreement. Misuse of the Internet includes:

- The disabling or bypassing of security procedures, compromising, attempting to compromise, or defeating the district's technology network security or Internet filtering software;
- The altering of data without authorization;
- Disclosing, using, or disseminating passwords, whether the passwords are the student's own or those of another student/faculty/community member, to other students;
- Divulging personally identifying information about himself/herself or anyone else either on the Internet or in an email unless it is a necessary and integral part of the student's academic endeavor. Personally identifying information includes full names, addresses, and phone numbers.
- Using electronic devices for any illegal activity, including electronic device hacking and copyright or intellectual property law violations;
- Using electronic devices to access or create sexually explicit or pornographic text or graphics;
- Using electronic devices to violate any other policy or is contrary to the Internet safety and electronic device use agreement.

Notes: The Neighborhood Children’s Internet Protection Act (PL 106-554, 47 USC 254 (h) (I)) requires districts to hold at least one public hearing on its proposed technology safety measures and Internet safety policy as well as any changes to the policy with reasonable notice given to the community and the media. This notice requirement would be met by the regular notification requirements for a board meeting. The regulations do not require this to be a special meeting and it is allowable for it to be part of a regular school board meeting. The requirement also includes retaining the meeting's agenda and minutes as well as the Tech Plans, Acceptable Use Policy, and Internet Safety Policy for a period of five (5) years. This timeline isn't quite as straight forward as it sounds. To help clarify the retention requirements, the 8/11 Rules cited in the Legal References include the following note:

We conclude that a school or library should be required to retain its Internet safety policy documentation for a period of five (5) years after the funding year in which the policy was relied upon to obtain E-rate funding. For example, if a school adopted an Internet safety policy in 2002 and used that same policy to make its certification in funding year 2009, the school must retain its Internet safety policy documentation for five years after the last day of service for funding year 2009.

¹ The FCC’s Rules have been amended to align with the statute’s provision which allow local determination of what material is harmful to minors. 47 CFR 54.520(c)(4) states: “Local determination of content. A determination regarding matter inappropriate for minors shall be made by the school board, local educational agency, library, or other authority responsible for making the determination. No agency or instrumentality of the United States Government may establish criteria for making such determination; review the determination made by the certifying school, school board, school district, local educational agency, library, or other authority; or consider the criteria employed by the certifying school, school board, school district, local educational agency, library, or other authority in the administration of the schools and libraries universal service support mechanism.” Therefore, districts must decide on their definition of “harmful to minors.” The definition included in the policy is that which is used in the law and Code of Regulations. You may, but you do not have to, change it.

² The designated District Technology Administrator or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

³ It is important for future Tech Plan approval by the ADE that you have and retain documented proof of such education such as time, place, and materials presented.

⁴ For your student handbook, add progressive discipline – first offense consequence, second offense consequence, etc.

Legal References: Children’s Internet Protection Act; PL 106-554
FCC Final Rules 11-125 August 11,2011
20 USC 6777
47 USC 254(h)(I)
47 CFR 54.520
47 CFR 520(c)(4)
A.C.A. § 6-21-107
A.C.A. § 6-21-111

Date Adopted: June 13th, 2002

Last Revised: August 14th, 2003

May 10th, 2012

May 8th, 2008

April 10th, 2014

June 11th, 2009

4.29F—STUDENT ELECTRONIC DEVICE and INTERNET USE AGREEMENT

Student's Name (Please Print) _____ Grade Level _____

School _____ Date _____

The _____ School District agrees to allow the student identified above ("Student") to use the district's technology to access the Internet under the following terms and conditions which apply whether the access is through a District or student owned electronic device (as used in this Agreement, "electronic device" means anything that can be used to transmit or capture images, sound, or data):

1. **Conditional Privilege:** The Student's use of the district's access to the Internet is a privilege conditioned on the Student's abiding to this agreement. No student may use the district's access to the Internet whether through a District or student owned electronic device unless the Student and his/her parent or guardian have read and signed this agreement.
2. **Acceptable Use:** The Student agrees that he/she will use the District's Internet access for educational purposes only. In using the Internet, the Student agrees to obey all federal and state laws and regulations. The Student also agrees to abide by any Internet use rules instituted at the Student's school or class, whether those rules are written or oral.
3. **Penalties for Improper Use:** If the Student violates this agreement and misuses the Internet, the Student shall be subject to disciplinary action. **[Note: A.C.A. § 6-21-107 requires the district to have "...provisions for administration of punishment of students for violations of the policy with stiffer penalties for repeat offenders, and the same shall be incorporated into the district's written student discipline policy." You may choose to tailor your punishments to be appropriate to the school's grade levels.]**
4. "Misuse of the District's access to the Internet" includes, but is not limited to, the following:
 - a. using the Internet for other than educational purposes;
 - b. gaining intentional access or maintaining access to materials which are "harmful to minors" as defined by Arkansas law;
 - c. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
 - d. making unauthorized copies of computer software;
 - e. accessing "chat lines" unless authorized by the instructor for a class activity directly supervised by a staff member;
 - f. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
 - g. posting anonymous messages on the system;
 - h. using encryption software;
 - i. wasteful use of limited resources provided by the school including paper;
 - j. causing congestion of the network through lengthy downloads of files;
 - k. vandalizing data of another user;
 - l. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
 - m. gaining or attempting to gain unauthorized access to resources or files;
 - n. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
 - o. invading the privacy of individuals;
 - p. divulging personally identifying information about himself/herself or anyone else either on the Internet or in an email unless it is a necessary and integral part of the student's academic endeavor. Personally identifying information includes full names, address, and phone number.
 - q. using the network for financial or commercial gain without district permission;
 - r. theft or vandalism of data, equipment, or intellectual property;

- s. attempting to gain access or gaining access to student records, grades, or files;
- t. introducing a virus to, or otherwise improperly tampering with the system;
- u. degrading or disrupting equipment or system performance;
- v. creating a web page or associating a web page with the school or school district without proper authorization;
- w. providing access to the District's Internet Access to unauthorized individuals;
- x. failing to obey school or classroom Internet use rules; or
- y. taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools.
- z. Installing or downloading software on district computers without prior approval of the technology director or his/her designee.

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

6. No Expectation of Privacy: The Student and parent/guardian signing below agree that if the Student uses the Internet through the District's access, that the Student waives any right to privacy the Student may have for such use. The Student and the parent/guardian agree that the district may monitor the Student's use of the District's Internet Access and may also examine all system activities the Student participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system. The District may share such transmissions with the Student's parents/guardians.

7. No Guarantees: The District will make good faith efforts to protect children from improper or harmful matter which may be on the Internet. At the same time, in signing this agreement, the parent and Student recognize that the District makes no guarantees about preventing improper access to such materials on the part of the Student.

8. Signatures: We, the persons who have signed below, have read this agreement and agree to be bound by the terms and conditions of this agreement.

Student's Signature: _____ Date _____

Parent/Legal Guardian Signature: _____ Date _____

Date Adopted: June 13th, 2002
 Last Revised: August 14th, 2003
 June 10th, 2004
 April 14th, 2005
 May 10th, 2012
 April 10th, 2014

4.30 - SUSPENSION FROM SCHOOL

Students not present at school cannot benefit from the educational opportunities the school environment affords. Administrators, therefore, shall strive to find ways to keep students in school as participants in the educational process. There are instances, however, when the needs of the other students or the interests of the orderly learning environment require the removal of a student from school. The Board authorizes school principals or their designees to suspend students for disciplinary reasons for a period of time not to exceed ten (10) school days, including the day upon which the suspension is imposed. The suspension may be in school or out of school. Students are responsible for their conduct that occurs: at any time on the school grounds; off school grounds at a school-sponsored function, activity, or event; going to and from school or a school activity. A student may be suspended for behavior including, but not limited to that which:

1. Is in violation of school policies, rules, or regulations;
2. Substantially interferes with the safe and orderly educational environment;
3. School administrators believe will result in the substantial interference with the safe and orderly educational environment; and/or
4. Is insubordinate, incorrigible, violent, or involves moral turpitude.
5. The school principal or designee shall proceed as follows in deciding whether or not to suspend a student: the student shall be given written notice or advised orally of the charges against him/her; if the student denies the charges, he/she shall be given an explanation of the evidence against him/her and be allowed to present his/her version of the facts; if the principal finds the student guilty of the misconduct, he/she may be suspended.

When possible, notice of the suspension, its duration, and any stipulations for the student's re-admittance to class will be given to the parent(s), legal guardian(s), or to the student if age 18 or older prior to the suspension. Such notice shall be handed to the parent(s), legal guardian(s), or to the student if age 18 or older, or mailed to the last address reflected in the records of the school district.

Generally, notice and hearing should precede the student's removal from school, but if prior notice and hearing are not feasible, as where the student's presence endangers persons or property or threatens disruption of the academic process, thus justifying immediate removal from school, the necessary notice and hearing should follow as soon as practicable.

It is the parents' or legal guardians' responsibility to provide current contact information to the District which the school shall use to immediately notify the parent or legal guardian upon the suspension of a student. The notification shall be by one of the following means, listed in order of priority:

A primary call number

The contact may be by voice, voice mail, or text message

An email address

A regular first class letter to the last known mailing address

The District shall keep a log of contacts attempted and made to the parent or legal guardian.

During the period of their suspension, students serving out-of-school suspensions shall not be permitted on campus except to attend a student/parent/administrator conference.

During the period of their suspension, students serving in-school suspension shall not attend any school-sponsored activities during the imposed in-suspension nor shall the student participate in any school-sponsored activities.

Suspensions initiated by the principal or his/her designee may be appealed to the Superintendent, but not to the Board.

Suspensions initiated by the Superintendent may be appealed to the Board.

Legal References: A.C.A. § 6-18-507
 Goss v Lopez, 419 U.S. 565 (1975)

Date Adopted: June 13, 2002
Last Revised: June 10, 2004
 June 14, 2007
 May 10, 2012

4.31 EXPULSION

The Board of Education may expel a student for a period longer than ten (10) school days for violation of the District's written discipline policies. The Superintendent may make a recommendation of expulsion to the Board of Education for student conduct deemed to be of such gravity that suspension would be inappropriate, or where the student's continued attendance at school would disrupt the orderly learning environment or would pose an unreasonable danger to the welfare of other students or staff.

The Superintendent or his/her designee shall give written notice to the parents or legal guardians (mailed to the address reflected on the District's records) that he/she will recommend to the Board of Education that the student be expelled for the specified length of time and state the reasons for the recommendation to expel. The notice shall give the date, hour, and place where the Board of Education will consider and dispose of the recommendation.

The hearing shall be conducted not earlier than ten (10) school days following the date of the notice, except that representatives of the Board and student may agree in writing to a date not conforming to this limitation.

The President of the Board, Board attorney, or other designated Board member shall preside at the hearing. The student may choose to be represented by legal counsel. Both the district administration and the School Board also may be represented by legal counsel. The hearing shall be conducted in open session of the Board unless the parent, or the student if age 18 or older, requests that the hearing be conducted in executive session. Any action taken by the Board shall be in open session.

During the hearing, the Superintendent, or designee, or representative will present evidence, including the calling of witnesses, that gave rise to the recommendation of expulsion. The student, or his/her representative, may then present evidence including statements from persons with personal knowledge of the events or circumstances relevant to the charges against the student. Formal cross-examination will not be permitted. However, any member of the Board, the Superintendent, or designee, the student, or his/her representative may question anyone making a statement and/or the student. The presiding officer shall decide questions concerning the appropriateness or relevance of any questions asked during the hearing.

Except as permitted by policy 4.22, the Superintendent shall recommend the expulsion of any student for a period of not less than one (1) year for possession of any firearm prohibited on school campus by law. The Superintendent shall, however, have the discretion to modify the expulsion recommendation for a student on a case-by-case basis. Parents or legal guardians of a student enrolling from another school after the expiration of an expulsion period for a weapons policy violation shall be given a copy of the current laws regarding the possibility of parental responsibility for allowing a child to possess a weapon on school property. The parents or legal guardians shall sign a statement acknowledging that they have read and understand said laws prior to the student being enrolled in school.

The Superintendent and the Board of Education shall complete the expulsion process of any student that was initiated because the student possessed a firearm or other prohibited weapon on school property regardless of the enrollment status of the student.

Cross Reference: Policy 4.22 – WEAPONS AND DANGEROUS INSTRUMENTS

Legal Reference: A.C.A. § 6-18-507

Date Adopted: June 13, 2002

Last Revised: June 10, 2004

May 8, 2008

4.32 - SEARCH, SEIZURE, AND INTERROGATIONS

The District respects the rights of its students against arbitrary intrusion of their person and property. At the same time, it is the responsibility of school officials to protect the health, safety, and welfare of all students enrolled in the District in order to promote an environment conducive to student learning. The Superintendent, principals, and their designees have the right to inspect and search school property and equipment. They may also search students and their personal property in which the student has a reasonable expectation of privacy, when there is reasonable suspicion to believe such student or property contains illegal items or other items in violation of Board policy or dangerous to the school community. School authorities may seize evidence found in the search and disciplinary action may be taken. Evidence found which appears to be in violation of the law shall be reported to the appropriate authority.

School property shall include, but not be limited to, lockers, desks, and parking lots, as well as personal effects left there by students. When possible, prior notice will be given and the student will be allowed to be present along with an adult witness; however, searches may be done at any time with or without notice or the student's consent. A personal search must not be excessively intrusive in light of the age and sex of the student and the nature of the infraction.

The Superintendent, principals, and their designees may request the assistance of law enforcement officials to help conduct searches. Such searches may include the use of specially trained dogs.

A school official of the same sex shall conduct personal searches with an adult witness of the same sex present.

State law requires that Department of Human Services employees, local law enforcement, or agents of the Crimes Against Children Division of the Department of Arkansas State Police, may interview students without a court order for the purpose of investigating suspected child abuse. In instances where the interviewers deem it necessary, they may exercise a "72-hour hold" without first obtaining a court order. Other questioning of students by non-school personnel shall be granted only with a court order directing such questioning, with permission of the parents of a student (or the student if above eighteen [18] years of age), or in response to a subpoena or arrest warrant.

If the District makes a report to any law enforcement agency concerning student misconduct or if access to a student is granted to a law enforcement agency due to a court order, the principal or the principal's designee shall make a good faith effort to contact the student's parent, legal guardian, or other person having lawful control by court order, or person acting in loco parentis on student enrollment forms. The principal or the principal's designee shall not attempt to make such contact if presented documentation by the investigator that notification is prohibited because a parent, guardian, custodian, or person standing in loco parentis is named as an alleged offender of the suspected child maltreatment. This exception applies only to interview requests made by a law enforcement officer, an investigator of the Crimes Against Children Division of the Department of Arkansas State Police, or an investigator or employee of the Department of Human Services.

In instances other than those related to cases of suspected child abuse, principals must release a student to either a police officer who presents a subpoena for the student, or a warrant for arrest, or to an agent of state social services or an agent of a court with jurisdiction over a child with a court order signed by a judge. Upon release of the student, the principal or designee shall give the student's parent, legal guardian, or other person having lawful control by court order, or person acting in loco parentis notice that the student has been taken into custody by law enforcement personnel or a state's social services agency. If the principal or designee is unable to reach the parent, he or she shall make a reasonable, good faith effort to get a message to the parent to call the principal or designee, and leave both a day and an after hour's telephone number.

Legal Reference: A.C.A. § 6-18-513
 A.C.A. § 9-13-104
 A.C.A. § 12-18-609, 610, 613
 A.C.A. § 12-18-1001, 1005

Date Adopted: June 13, 2002

Last Revised: June 16, 2011

4.33 - STUDENTS' VEHICLES

A student, who has presented a valid driver's license and proof of insurance to the appropriate office personnel, may drive his/her vehicle to school. Vehicles driven to school shall be parked in the area designated for student parking. Parking on school property is a privilege which may be denied to a student for any disciplinary violation, at the discretion of the student's building principal.

Students are not permitted to loiter in parking areas and are not to return to their vehicles during the school day for any reason unless given permission to do so by school personnel.

It is understood that there is no expectation of privacy in vehicles in parking areas. Drivers of vehicles parked on a school campus will be held accountable for illegal substances or any other item prohibited by District policy found in their vehicle. The act of a student parking a vehicle on campus is a grant of permission for school or law enforcement authorities to search that vehicle.

Date Adopted: June 13, 2002

Last Revised: May 8, 2008

May 10, 2012

4.34 - COMMUNICABLE DISEASES AND PARASITES

Students with communicable diseases or with human host parasites that are transmittable in a school environment shall demonstrate respect for other students by not attending school while they are capable of transmitting their condition to others. Students whom the school nurse determines are unwell or unfit for school attendance or who are believed to have a communicable disease or condition will be required to be picked up by their parent or guardian. Specific examples include, but are not limited to: chicken pox, measles, scabies, conjunctivitis (Pink Eye), impetigo/MRSA (Methicillin-resistant Staphylococcus aureus), streptococcal and staphylococcal infections, ringworm, mononucleosis, Hepatitis A, B, or C, mumps, vomiting, diarrhea, and fever (100.4 F when taken orally).¹ A student who has been sent home by the school nurse will be subsequently readmitted, at the discretion of the school nurse, when the student is no longer a transmission risk. In some instances, a letter from a health care provider may be required prior to the student being readmitted to the school.

To help control the possible spread of communicable diseases, school personnel shall follow the District's exposure control plan when dealing with any blood borne, foodborne, and airborne pathogens exposures. Standard precautions shall be followed relating to the handling, disposal, and cleanup of blood and other potentially infectious materials such as all body fluids, secretions and excretions (except sweat).

The District shall maintain a copy of each student's immunization record and a list of individuals with exemptions from immunization which shall be education records as defined in policy 4.13. That policy provides that an education record may be disclosed to appropriate parties in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

A student enrolled in the District who has an immunization exemption may be removed from school at the discretion of the Arkansas Department of Health during an outbreak of the disease for which the student is not vaccinated. The student may not return to the school until the outbreak has been resolved and the student's return to school is approved by the Arkansas Department of Health.

The parents or legal guardians of students found to have live human host parasites that are transmittable in a school environment will be asked to pick their child up at the end of the school day. The parents or legal guardians will be given information concerning the eradication and control of human host parasites. A student may be readmitted after the school nurse or designee has determined the student no longer has live human host parasites that are transmittable in a school environment.

Each school may conduct screenings of students for human host parasites that are transmittable in a school environment as needed. The screenings shall be conducted in a manner that respects the privacy and confidentiality of each student.

Note: ¹ Consult your school nurse for input on potential modifications of this listing. Hepatitis A is more contagious by casual contact than B or C, but B and C have been left in the model policy to err on the side of caution.

Cross References: 4.2—ENTRANCE REQUIREMENTS
 4.13—PRIVACY OF STUDENTS' RECORDS/ DIRECTORY INFORMATION

Legal References: A.C.A. § 6-18-702
 Arkansas State Board of Health Rules And Regulations Pertaining To Immunization Requirements

Date Adopted: June 13, 2002
Last Revised: May 10, 2012
 July 18, 2013

4.35 - STUDENT MEDICATIONS

Prior to the administration of any medication to any student under the age of eighteen (18), written parental consent is required. The consent form shall include authorization to administer the medication and relieve the Board and its employees of civil liability for damages or injuries resulting from the administration of medication to students in accordance with this policy.

Unless authorized to self-administer, students are not allowed to carry any medications, including over-the-counter medications or any perceived health remedy not regulated by the US Food and Drug Administration, while at school. The parent or legal guardian shall bring the student's medication to the school nurse. The student may bring the medication if accompanied by a written authorization from the parent or legal guardian. When medications are brought to the school nurse, the nurse shall document, in the presence of the parent, the quantity and type of the medication(s). If the medications are brought in by a student, the school nurse shall ask another school employee to verify, in the presence of the student, the quantity of the medication(s). Each person present shall sign a form verifying the quantity and type of the medication(s).

Medications, including those for self-medication, must be in the original container and be properly labeled with the student's name, the ordering health care provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state the purpose for the medication, its possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings.

Students with an individualized health plan (IHP) may be given over-the-counter medications to the extent giving such medications are included in the student's IHP.

The only Schedule II medications that shall be allowed to be brought to the school are methylphenidate (Ritalin) and amphetamine sulfate (Adderall). To help ensure their safe keeping, any such medications brought to the school nurse shall be stored in a double locked cabinet.

For the student's safety, no student will be allowed to attend school if the student is currently taking any other Schedule II medication than permitted by this policy. Students who are taking Schedule II medications which are not allowed to be brought to school shall be eligible for homebound instruction if provided for in their IEP and 504 plans.

The District's supervising registered nurse shall be responsible for creating both on campus and off campus procedures for administering medications.

Students who have written permission from their parent or guardian and a licensed health care provider to self-administer either an asthma inhaler or an auto-injectable epinephrine, or both and who have a current consent form on file shall be allowed to carry and self-administer such medication while in school, at an on-site school sponsored activity, while traveling to or from school, or at an off-site school sponsored activity. Students are prohibited from sharing, transferring, or in any way diverting his/her medications to any other person. The fact that a student with a completed consent form on file is allowed to carry an asthma inhaler or auto-injectable epinephrine, or both does not require him/her to have such on his/her person. The parent or guardian of a student who chooses to not carry an asthma inhaler or auto-injectable epinephrine, or both on his/her person shall provide the school with the appropriate medication which shall be immediately available to the student in an emergency.

Students may be administered Glucagon in emergency situations by the school nurse or, in the absence of the school nurse, a trained volunteer school employee designated as a care provider, provided the student has:

1. an IHP developed under Section 504 of the Rehabilitation Act of 1973 which provides for the administration of Glucagon in emergency situations; and
2. a current, valid consent form on file from their parent or guardian.

The school shall not keep outdated medications or any medications past the end of the school year. By this policy, parents are notified that ten (10) days after the last day of school, all medications will be disposed of that are left at the school. Medications not picked up by the parents or legal guardians within the ten (10) day period shall be disposed of by the school nurse in accordance with current law and regulations.

Reference: Ark. State Board of Nursing: School Nurse Roles and Responsibilities
Arkansas Department of Education and Arkansas State Board of Nursing Rules
Governing the Administration of Glucagon to Arkansas Public School Students
Suffering from Type I Diabetes
A.C.A. § 6-18-707
A.C.A. § 6-18-1005(a)(6)
A.C.A. § 17-87-103(11)

Date Adopted: June 13, 2002

Last Revised: June 8, 2006

May 10, 2012

4.35F2 PSD INDIVIDUALIZED HEALTHCARE PLAN

FOR PERIOD _____ TO _____

Student's Name _____ Date of Birth _____

School _____ Grade _____ Teacher _____

Documentation of student's diagnosis and primary care provider's orders, recommendations, and Authorization for School Health Services, are a part of the Individualized Health Care Plan. Please have your doctor or nurse practitioner review this form, alter as needed, and return it to the school nurse.

Student's Diagnosis: _____

Health care treatments, medications, or procedures at home: _____

Health care treatments, medications, or procedures during school day: _____

Requires adjustment of school environment, classroom, or schedule due to health condition: _____

Equipment or supplies: _____

Dietary requirements: *(Federal form must be completed for school to accommodate.)* _____

Activity limitations: _____

Transportation: _____

Possible problems to anticipate and interventions to use:

Physician Signature _____ **Date** _____

School Nurse _____ **Date** _____

Mother _____ Address _____

Home Tele _____ Work Tele _____ Cell _____

Father _____ Address _____

Home Tele _____ Work Tele _____ Cell _____

Guardian _____ Address _____

Home Tele _____ Work Tele _____ Cell _____

Emergency Contact if unable to reach Parent or Guardian _____

Home Tele _____ Work Tele _____ Cell _____

Physician _____ **Telephone** _____

Preferred Hospital in case of Emergency _____

() **ADDITIONAL INFORMATION ATTACHED**

4.35F3 – GLUCAGON ADMINISTRATION and CARRY CONSENT FORM

Student's Name *[please print]* _____

The school has developed a Section 504 plan acknowledging that my child has been diagnosed as suffering from Type 1 diabetes. The 504 plan authorizes the school nurse or, in the absence of the nurse, trained volunteer District personnel, to administer Glucagon in an emergency situation to my child.

I hereby authorize the school nurse or, in the absence of the nurse, trained volunteer District personnel designated as care providers, to administer Glucagon to my child in an emergency situation. Glucagon shall be supplied to the school nurse by the student's parent or guardian and be in the original container.

I acknowledge that the District, its Board of Directors, its employees, or an agent of the District, including a healthcare professional who trained volunteer school personnel designated as care providers shall not be liable for any damages resulting from his/her actions or inactions in the administration of Glucagon in accordance with this consent form and the 504 plan.

Parent or Legal Guardian signature _____

Date _____

Date Adopted: May 10, 2012
Last Revised:

4.35F4—EPINEPHRINE EMERGENCY ADMINISTRATION CONSENT FORM

Student's Name (Please Print) _____

This form is good for school year _____. This consent form must be updated anytime the student's medication order changes and renewed each year and/or anytime a student changes schools.

My child has an IHP developed under Section 504 of the Rehabilitation Act of 1973 which provides for the administration of epinephrine in emergency situations. I hereby authorize the school nurse or other school employee certified to administer auto-injectable epinephrine in emergency situations when he/she believes my child is having a life-threatening anaphylactic reaction.

The medication must be in the original container and be properly labeled with the student's name, the ordering provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state the purpose for the medication, its possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings.

Date of physician's order _____

Circumstances under which Epinephrine may be administered _____

Other instructions _____

I acknowledge that the District, its Board of Directors, and its employees shall be immune from civil liability for damages resulting from the administration of auto-injector epinephrine in accordance with this consent form, District policy, and Arkansas law.

Parent or legal guardian signature _____

Date _____

Date Adopted: July 18, 2013

Last Revised:

4.36 STUDENT ILLNESS/ACCIDENT

If a student becomes too ill to remain in class and/or could be contagious to other students, the principal or designee will attempt to notify the student's parent or legal guardian. The student will remain in the school's health room or a place where he/she can be supervised until the end of the school day or until the parent/legal guardian can check the student out of school.

If a student becomes seriously ill or is injured while at school and the parent/legal guardian cannot be contacted, the failure to make such contact shall not unreasonably delay the school's expeditious transport of the student to an appropriate medical care facility. The school assumes no responsibility for treatment of the student. When available, current, and applicable, the student's emergency contact numbers and medical information will be utilized. Parents are strongly encouraged to keep this information up to date.

Date Adopted: June 13, 2002

Last Revised:

4.37 EMERGENCY DRILLS

All schools in the District shall conduct fire drills at least monthly. Tornado drills shall also be conducted not fewer than three (3) times per year with at least one each in the months of September, January, and February. Students who ride school buses, ¹ shall also participate in emergency evacuation drills at least twice each school year.

The District shall annually conduct an active shooter drill and school safety assessment for all District schools in collaboration, with local law enforcement and emergency management personnel. Students will be included in the drills to the extent that is developmentally appropriate to the age of both the students and grade configuration of the school.²

Drills may be conducted during the instructional day or during non-instructional time periods.

Other types of emergency drills may also be conducted to test the implementation of the District's emergency plans in the event of an earthquake or terrorist attack that might include the use of biological or chemical agents. Students shall be included in the drills to the extent practicable.²

Notes: ¹ Students who only ride buses occasionally, such as to go to and/or from a field trip will also have to participate in the evacuation drills.

² Student involvement will need to be worked out school by school and determined relative to grade and age considerations in conjunction with the actual content of the drill. There may be a drill conducted that don't include any students due to the explicit nature of the drill and the age of the students while a drill in another school would include students.

Date Adopted: June 13th, 2002

Last Revised: June 14th, 2007

July 18th, 2013

May 8th, 2014

4.38 PERMANENT RECORDS

Permanent school records, as required by the Arkansas Department of Education, shall be maintained for each student enrolled in the District until the student receives a high school diploma or its equivalent or is beyond the age of compulsory school attendance. A copy of the student's permanent record shall be provided to the receiving school district within ten (10) school days after the date a request from the receiving school district is received.

Legal References: A.C.A. § 6-18-901
 ADE Rule *Student Permanent Records*

Date Adopted: June 13, 2002
Last Revised: May 8, 2008

4.39 - CORPORAL PUNISHMENT

The Paris School Board authorizes the use of corporal punishment to be administered in accordance with this policy by the Superintendent or his/her designated staff members who are required to have a state-issued license as a condition of their employment.

Prior to the administration of corporal punishment, the student receiving the corporal punishment shall be given an explanation of the reasons for the punishment and be given an opportunity to refute the charges.

All corporal punishment shall be administered privately, i.e. out of the sight and hearing of other students, shall not be excessive, or administered with malice, and shall be administered in the presence of another school administrator or designee who shall be a licensed staff member employed by the District.

Legal Reference: A.C.A. § 6-18-503 (b)
 A.C.A. § 6-18-505 (c) (1)

Date Adopted: July 11, 2002
Last Revised: April 10, 2003
 May 10, 2012

4.40 - HOMELESS STUDENTS

The Paris School District will afford the same services and educational opportunities to homeless children as are afforded to non-homeless children. The Superintendent or his/her designee shall appoint an appropriate staff person to be the local educational liaison for homeless children and youth whose responsibilities shall include coordinating with the state educational liaison for homeless children and youth to ensure that homeless children are not stigmatized or segregated on the basis of their status as homeless and such other duties as are prescribed by law and this policy.

Notwithstanding Policy 4.1, homeless students living in the District are entitled to enroll in the District's school that non-homeless students who live in the same attendance area are eligible to attend. If there is a question concerning the enrollment of a homeless child due to a conflict with Policy 4.1 or 4.2, the child shall be immediately admitted to the school in which enrollment is sought pending resolution of the dispute. It is the responsibility of the District's local educational liaison for homeless children and youth to carry out the dispute resolution process.

To the extent feasible, the District shall do one of the following according to what is in the best interests of a homeless child. (For the purposes of this policy, "school of origin" means the school the child attended when permanently housed or the school in which the child was last enrolled.)

1. Continue educating the child who becomes homeless between academic years or during the academic year in their school of origin for the duration of their homelessness;
2. Continue educating the child in his/her school of origin who becomes permanently housed during an academic year for the remainder of the academic year; or
3. Enroll the homeless child in the school appropriate for the attendance zone where the child lives.

If the District elects to enroll a homeless child in a school other than their school of origin and such action is against the wishes of the child's parent or guardian, the District shall provide the parent or guardian with a written explanation of their reason for so doing which shall include a statement of the parent/guardian's right to appeal.

In any instance where the child is unaccompanied by a parent or guardian, the District's local educational liaison for homeless children and youth shall assist the child in determining his/her place of enrollment. The Liaison shall provide the child with a notice of his/her right to appeal the enrollment process.

The District shall be responsible for providing transportation for a homeless child, at the request of the parent or guardian (or in the case of an unaccompanied youth, the Liaison), to and from the child's school of origin.*

For the purposes of this policy, students shall be considered homeless if they lack a fixed, regular, and adequate nighttime residence, and

- a) are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement;
- b) have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
- c) are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and includes
- d) are migratory children who are living in circumstances described in clauses (a) through (c).

Legal References: 42 U.S.C. § 11431 et seq.*
42 U.S.C. § 11431 (2)
42 U.S.C. § 11432 (g)(1)(H)(I)
42 U.S.C. § 11432 (g)(1)(J)(i), (ii), (iii), (iii)(I), (iii)(II)
42 U.S.C. § 11432 (g)(3)(A), (A)(i), (A)(i)(I), (A)(i)(II), (A)(ii)
42 U.S.C. § 11432 (g)(3)(B)(i), (ii), (iii)
42 U.S.C. § 11432 (g)(3)(C)(i), (ii), (iii)
42 U.S.C. § 11432 (g)(3)(E)(i), (ii), (iii)
42 U.S.C. § 11432 (g)(3)(G)
42 U.S.C. § 11432 (g)(4)(A), (B), (C), (D), (E)
42 U.S.C. § 11434a

Date Adopted: August 14, 2003

Last Revised: May 10, 2012

4.41F OBJECTION TO PHYSICAL EXAMINATIONS OR SCREENINGS

I, the undersigned, being a parent or guardian of a student, or a student eighteen (18) years of age or older, hereby note my objection to the physical examination or screening of the student named below.

Physical examination or screening being objected to:

____ Vision test

____ Hearing test

____ Scoliosis test

____ other, please specify

Comments:

Name of student (Printed)

Signature of parent (or student, if 18 or older)

Date form was filed (To be filled in by office personnel)

4.41PHYSICAL EXAMINATIONS OR SCREENINGS

The district conducts routine health screenings such as hearing, vision, and scoliosis due to the importance these health factors play in the ability of a student to succeed in school. The intent of the exams or screenings is to detect defects in hearing, vision, or other elements of health that would adversely affect the student's ability to achieve to his/her full potential.

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

Except in instances where a student is suspected of having a contagious or infectious disease, parents shall have the right to opt their student out of the exams or screenings by using Form 4.41F or by providing certification from a physician that he/she has recently examined the student.

Legal Reference: A.C.A. § 6-18-701 (b), (c), (f)

Date Adopted: April 10, 2003

Last Revised: April 9, 2009

4.42 - STUDENT HANDBOOK

It shall be the policy of the Paris School District that the most recently adopted version of the Student Handbook be incorporated by reference into the policies of this District. In the event that there is a conflict between the student handbook and a general board policy or policies, the more recently adopted language will be considered binding and controlling on the matter provided the parent(s) of the student, or the student if 18 years of age or older, have acknowledged receipt of the controlling language.

Principals shall review all changes to student policies and ensure that such changes are provided to students and parents, either in the Handbook or, if changes are made after the handbook is printed, as an addendum to the handbook.

Principals and counselors shall also review Policies 4.45 – SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS FOR THE CLASS OF 2012-2013 and 4.45.1 – SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS FOR THE CLASS OF 2013-2014 AND ALL CLASSES THEREAFTER and the current ADE Standards for Accreditation Rules to ensure that there is no conflict. If a conflict exists, the Principal and/or Counselor shall notify the Superintendent and Curriculum Coordinator immediately, so that corrections may be made and notice of the requirements given to students and parents.

Note: ASBA recommends making this page a “pocket” page and inserting your student handbook into the pocket.

Date Adopted: July 11, 2002

Last Amended: April 12, 2007

May 10, 2012

July 18, 2013

4.43 BULLYING

Respect for the dignity of others is a cornerstone of civil society. Bullying creates an atmosphere of fear and intimidation, robs a person of his/her dignity, detracts from the safe environment necessary to promote student learning, and will not be tolerated by the Board of Directors. Students who bully another person shall be held accountable for their actions whether they occur on school equipment or property; off school property at a school sponsored or approved function, activity, or event; going to or from school or a school activity in a school vehicle or school bus; or at designated school bus stops.

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.

Definitions:

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

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

Physical harm to a public school employee or student or damage to the public school employee's or student's property;

Substantial interference with a student's education or with a public school employee's role in education;

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

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

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

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

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

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

Necessary cessation of instruction or educational activities;

Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;

Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or

Exhibition of other behaviors by students or educational staff that substantially interfere with the learning environment.

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

Building a fake profile or website of the employee;

Posting or encouraging others to post on the Internet private, personal, or sexual information pertaining to a school employee;

Posting an original or edited image of the school employee on the Internet;

Accessing, altering, or erasing any computer network, computer data program, or computer software, including breaking into a password-protected account or stealing or otherwise accessing passwords of a school employee; making repeated, continuing, or sustained electronic communications, including electronic mail or transmission, to a school employee;

Making, or causing to be made, and disseminating an unauthorized copy of data pertaining to a school employee in any form, including without limitation the printed or electronic form of computer data, computer programs, or computer software residing in, communicated by, or produced by a computer or computer network;

Signing up a school employee for a pornographic Internet site; or

Without authorization of the school employee, signing up a school employee for electronic mailing lists or to receive junk electronic messages and instant messages.

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

Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,

Pointed questions intended to embarrass or humiliate,

Mocking, taunting or belittling,

Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,

DemEANING humor relating to a student's race, gender, ethnicity or actual or perceived attributes,

Blackmail, extortion, demands for protection money or other involuntary donations or loans,

Blocking access to school property or facilities,

Deliberate physical contact or injury to person or property,

Stealing or hiding books or belongings,

Threats of harm to student(s), possessions, or others,

Sexual harassment, as governed by policy 4.27, is also a form of bullying, and/or

Teasing or name-calling based on the belief or perception that an individual is not conforming to expected gender roles (Example: "Slut") or conduct or is homosexual, regardless of whether the student self-identifies as homosexual (Examples: "You are so gay." "Fag" "Queer").

Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously. Teachers and other school employees who have witnessed, or are reliably informed that, a student has been a victim of behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the principal. Parents or legal guardians may submit written reports of incidents they feel constitute bullying, or if allowed to continue would constitute bullying, to the principal. The principal 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.

Students found to be in violation of this policy shall be subject to disciplinary action up to and including expulsion. In determining the appropriate disciplinary action, consideration may be given to other violations of the student handbook which may have simultaneously occurred.¹

Notice of what constitutes bullying, the District's prohibition against bullying, and the consequences for students who bully shall be conspicuously posted in every classroom, cafeteria, restroom, gymnasium, auditorium, and school bus. Parents, students, school volunteers, and employees shall be given copies of the notice.

Copies of this policy shall be available upon request.²

Notes: Different consequences are permitted depending on the age or grade of the bullying student.

¹Example: a student might be disciplined both for bullying and sexual harassment, in an appropriate situation, or bullying and assault.

² There should be a statement in the Student Handbook to this effect.

Suggestion for the posted notice: Create a circle with a line through it over the word Bullying (similar to a non-smoking logo). Beside the logo write: Mean talk or hurting other people is called bullying. Bullying is against the rules and can get you in trouble, suspended, or expelled. If someone bullies you, or you see someone being bullied, get help by telling an adult.

Legal Reference: A.C.A. § 6-18-514
A.C.A. § 5-71-217

Date Adopted: June 10, 2004
Last Revised: June 9, 2005
 June 14, 2007
 June 16, 2011
 July 18, 2013

4.45—SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS FOR THE CLASSES OF 2015, 2016, AND 2017

All students are required to participate in the Smart Core curriculum unless their parents or guardians, or the students if they are 18 years of age or older, sign a *Smart Core Waiver Form* to not participate. While Smart Core is the default option, both a *Smart Core Informed Consent Form* and a *Smart Core Waiver Form* will be sent home with students prior to their enrolling in seventh grade, or when a 7-12 grade student enrolls in the district for the first time and there is not a signed form in the student's permanent record. Parents must sign one of the forms and return it to the school so it can be placed in the students' permanent records.¹ This policy is to be included in student handbooks for grades 6-12 and both students and parents must sign an acknowledgement they have received the policy. Those students not participating in the Smart Core curriculum will be required to fulfill the Core curriculum or the requirements of their IEP (when applicable) to be eligible for graduation. Counseling by trained personnel shall be available to students and their parents or legal guardians prior to the time they are required to sign the consent forms.

While there are similarities between the two curriculums, following the Core curriculum may not qualify students for some scholarships and admission to certain colleges could be jeopardized. Students initially choosing the Core curriculum may subsequently change to the Smart Core curriculum **providing** they would be able to complete the required course of study by the end of their senior year.² Students wishing to change their choice of curriculums must consult with their counselor to determine the feasibility of changing.

This policy, the Smart Core curriculum, and the courses necessary for graduation shall be reviewed by staff, students, and parents at least every other year³ to determine if changes need to be made to better serve the needs of the district's students. The superintendent, or his/her designee, shall select the composition of the review panel.

Sufficient information relating to Smart Core and the district's graduation requirements shall be communicated to parents and students to ensure their informed understanding of each. This may be accomplished through any or all of the following means.⁴

Inclusion in the student handbook of the Smart Core curriculum and graduation requirements;
Discussion of the Smart Core curriculum and graduation requirements at the school's annual public meeting, PTA meetings, or a meeting held specifically for the purpose of informing the public on this matter;
Discussions held by the school's counselors with students and their parents; and/or
Distribution of a newsletter(s) to parents or guardians of the district's students.

Administrators, or their designees, shall train newly hired employees, required to be licensed as a condition of their employment, regarding this policy. The district's annual professional development shall include the training required by this paragraph.⁵

GRADUATION REQUIREMENTS

The number of units students must earn to be eligible for high school graduation is to be earned from the categories listed below. A minimum of 22 units is required for graduation for a student participating in either the Smart Core or Core curriculum. In addition to the 22 units required for graduation by the Arkansas Department of Education, the **district requires an additional __ units to graduate for a total of __ units. The additional required units may be taken** from any electives offered by the district.⁶ There are some distinctions made between Smart Core units and Graduation units. Not all units earned toward graduation necessarily apply to Smart Core requirements.

SMART CORE: Sixteen (16) units

English: four (4) units – 9th, 10th, 11th, and 12th

Oral Communications: one-half (1/2) unit

Mathematics: four (4) units (all students under Smart Core must take a mathematics course in grade 11 or 12 and complete Algebra II.)

Algebra I or Algebra A & B* which may be taken in grades 7-8 or 8-9

Geometry or Investigating Geometry or Geometry A & B* which may be taken in grades 8-9 or 9-10

*A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four-unit requirement for the purpose of meeting the **graduation** requirement, but only serve as one unit each toward fulfilling the **Smart Core** requirement. Algebra II

Beyond Algebra II: this can include Pre-Calculus, Calculus, AP Statistics, Algebra III, Advanced Topic and Modeling in Mathematics, Mathematical Applications and Algorithms, Linear Systems and Statistics, or any of several IB or Advanced Placement math courses

(Comparable concurrent credit college courses may be substituted where applicable)

Natural Science: a total of three (3) units with lab experience chosen from

One unit of Biology; and

Two units chosen from the following three categories (there are acceptable options listed by the ADE for each)

Physical Science

Chemistry

Physics or Principles of Technology I & II or PIC Physics

Social Studies: three (3) units

Civics one-half ($\frac{1}{2}$) unit

World History - one unit

American History - one unit

Physical Education: one-half ($\frac{1}{2}$) unit

Note: While one-half ($\frac{1}{2}$) unit is required for graduation, no more than one (1) unit may be applied toward fulfilling the necessary units to graduate.

Health and Safety: one-half ($\frac{1}{2}$) unit

Economics – one half ($\frac{1}{2}$) unit – dependent upon the licensure of the teacher teaching the course, this can count toward the required three (3) social studies credits or the six (6) required Career Focus elective credits.⁸

Fine Arts: one-half ($\frac{1}{2}$) unit

CAREER FOCUS: - Six (6) units

All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.

CORE: Sixteen (16) units

English: four (4) units – 9, 10, 11, and 12

Oral Communications: one-half ($\frac{1}{2}$) unit

Mathematics: four (4) units

Algebra or its equivalent* - 1 unit

Geometry or its equivalent* - 1 unit

All math units must build on the base of algebra and geometry knowledge and skills.

(Comparable concurrent credit college courses may be substituted where applicable)

*A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four (4) unit requirement.

Science: three (3) units
at least one (1) unit of biology or its equivalent
one (1) unit of a physical science

Social Studies: three (3) units
Civics one-half (1/2) unit
World history, one (1) unit
American History, one (1) unit

Physical Education: one-half (1/2) unit

Note: While one-half (1/2) unit is required for graduation, no more than one (1) unit may be applied toward fulfilling the necessary units to graduate.

Health and Safety: one-half (1/2) unit

Economics – one half (½) unit – dependent upon the licensure of the teacher teaching the course, this can count toward the required three (3) social studies credits or the six (6) required Career Focus elective credits.⁸

Fine Arts: one-half (1/2) unit

CAREER FOCUS: - Six (6) units

All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.

Notes: ¹ New Smart Core Consent and Smart Core Waiver Forms will become effective in July 2013. They are available on the ADE website and on the ASBA policy update website. While 9.03.1.8 of the Standards and the Smart Core Guidance both require parents to sign one of the forms, there's not much you can do if they don't. Either way, the default option is Smart Core.

² The Department's Guidelines stipulate completion by the end of the senior year. We believe this is not in agreement with Arkansas code 6-18-202(b)(1) which requires public schools to be open through the completion of the secondary program to students between the ages of 5 and 21. Therefore, we suggest that students be allowed to switch from Core to Smart Core if they could successfully complete its requirements by the time they attained their twenty first birthday. Acceptance of a diploma negates a student's right to switch programs.

³ The Standards require a review, but do not stipulate its frequency. Select an interval to insert here (never is not an option). Standards require the inclusion of students, parents, and staff in the formulation and review of this policy.

⁴ Schools are required to retain documentation procedures and methods used.

⁵ The Guidelines require the policy to include the training "procedure." If you prefer a different procedure than inclusion in your district's annual professional development process, change this sentence accordingly.

⁶ The Standards of Accreditation Unit has objected to the policy's previous implication (if you substituted a number greater than 22) that the ADE was requiring more than 22 units to graduate. Therefore, this sentence is necessary if your district requires more than 22 units. If you have specific requirements for the additional units, change the new sentence's wording to reflect those requirements.

⁷ The Rules specify the option is dependent upon the licensure of the teacher. Specifically, if the course is taught by a licensed social studies teacher, both options exist. If the course is taught by a licensed business education teacher, the credit must be applied toward the career focus requirement.

Cross References: Policy 5.16-~~1~~—GRADUATION REQUIREMENTS
 5.11—PROMOTION/RETENTION/COURSE CREDIT FOR ?-12 SCHOOLS
 5.12—PROMOTION/RETENTION/COURSE CREDIT FOR K-? SCHOOLS

Legal References: Standards of Accreditation 9.03 – 9.03.1.9, 14.02
 ADE Guidelines for the Development of Smart Core Curriculum Policy
 Smart Core Informed Consent Form 2014
 Smart Core Waiver Form 2014

Date Adopted: June 10th, 2004
Last Revised April 14th, 2005
 June 8th, 2006
 June 11th, 2009
 April 25th, 2011
 July 18th, 2013
 April 10th, 2014

4.45.1—SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS FOR THE CLASS OF 2018 AND THEREAFTER

All students are required to participate in the Smart Core curriculum unless their parents or guardians, or the students if they are 18 years of age or older, sign a *Smart Core Waiver Form* to not participate. While Smart Core is the default option, both a *Smart Core Informed Consent Form* and a *Smart Core Waiver Form* will be sent home with students prior to their enrolling in seventh grade, or when a 7-12 grade student enrolls in the district for the first time and there is not a signed form in the student's permanent record. Parents must sign one of the forms and return it to the school so it can be placed in the students' permanent records.¹ This policy is to be included in student handbooks for grades 6-12 and both students and parents must sign an acknowledgement they have received the policy. Those students not participating in the Smart Core curriculum will be required to fulfill the Core curriculum or the requirements of their IEP (when applicable) to be eligible for graduation. Counseling by trained personnel shall be available to students and their parents or legal guardians prior to the time they are required to sign the consent forms.

While there are similarities between the two curriculums, following the Core curriculum may not qualify students for some scholarships and admission to certain colleges could be jeopardized. Students initially choosing the Core curriculum may subsequently change to the Smart Core curriculum **providing** they would be able to complete the required course of study by the end of their senior year.² Students wishing to change their choice of curriculums must consult with their counselor to determine the feasibility of changing.

This policy, the Smart Core curriculum, and the courses necessary for graduation shall be reviewed by staff, students, and parents at least every other year³ to determine if changes need to be made to better serve the needs of the district's students. The superintendent, or his/her designee, shall select the composition of the review panel.

Sufficient information relating to Smart Core and the district's graduation requirements shall be communicated to parents and students to ensure their informed understanding of each. This may be accomplished through any or all of the following means.⁴

- Inclusion in the student handbook of the Smart Core curriculum and graduation requirements;
- Discussion of the Smart Core curriculum and graduation requirements at the school's annual public meeting, PTA meetings, or a meeting held specifically for the purpose of informing the public on this matter;
- Discussions held by the school's counselors with students and their parents; and/or
- Distribution of a newsletter(s) to parents or guardians of the district's students.

Administrators, or their designees, shall train newly hired employees, required to be licensed as a condition of their employment, regarding this policy. The district's annual professional development shall include the training required by this paragraph.⁵

GRADUATION REQUIREMENTS

The number of units students must earn to be eligible for high school graduation is to be earned from the categories listed below. A minimum of 22 units is required for graduation for a student participating in either the Smart Core or Core curriculum. In addition to the 22 units required for graduation by the Arkansas

Department of Education, the district requires an additional __ units to graduate for a total of __ units. The additional required units may be taken from any electives offered by the district.⁶ There are some distinctions made between Smart Core units and Graduation units. Not all units earned toward graduation necessarily apply to Smart Core requirements.

Digital Learning Courses

The District shall offer one or more digital learning course(s) through one or more District approved provider(s) as either a primary or supplementary method of instruction. The courses may be in a blended learning, online-based, or

other technology-based format.⁷ In addition to the other graduation requirements contained in this policy, students are required to take at least one (1) digital learning course for credit while in high school.

SMART CORE: Sixteen (16) units

English: four (4) units – 9th, 10th, 11th, and 12th

Oral Communications: one-half (1/2) unit

Mathematics: four (4) units (all students under Smart Core must take a mathematics course in grade 11 or 12 and complete Algebra II.)

- Algebra I or Algebra A & B* which may be taken in grades 7-8 or 8-9
- Geometry or Investigating Geometry or Geometry A & B* which may be taken in grades 8-9 or 9-10

*A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four-unit requirement for the purpose of meeting the **graduation** requirement, but only serve as one unit each toward fulfilling the **Smart Core** requirement.

- Algebra II
- Beyond Algebra II: this can include Pre-Calculus, Calculus, AP Statistics, Algebra III, Advanced Topic and Modeling in Mathematics, Mathematical Applications and Algorithms, Linear Systems and Statistics, or any of several IB or Advanced Placement math courses

(Comparable concurrent credit college courses may be substituted where applicable)

Natural Science: a total of three (3) units with lab experience chosen from

One unit of Biology; and

Two units chosen from the following three categories (there are acceptable options listed by the ADE for each)

- Physical Science
- Chemistry
- Physics or Principles of Technology I & II or PIC Physics

Social Studies: three (3) units

- Civics one-half (½) unit
- World History - one unit
- American History - one unit

Physical Education: one-half (1/2) unit

Note: While one-half (1/2) unit is required for graduation, no more than one (1) unit may be applied toward fulfilling the necessary units to graduate.

Health and Safety: one-half (1/2) unit

Economics – one half (½) unit – dependent upon the licensure of the teacher teaching the course, this can count toward the required three (3) social studies credits or the six (6) required Career Focus elective credits.⁸

Fine Arts: one-half (1/2) unit

CAREER FOCUS: - Six (6) units

All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.

CORE: Sixteen (16) units

English: four (4) units – 9, 10, 11, and 12

Oral Communications: one-half (1/2) unit

Mathematics: four (4) units

- Algebra or its equivalent* - 1 unit
- Geometry or its equivalent* - 1 unit
- All math units must build on the base of algebra and geometry knowledge and skills.
- (Comparable concurrent credit college courses may be substituted where applicable)

*A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four (4) unit requirement.

Science: three (3) units

- at least one (1) unit of biology or its equivalent
- one (1) unit of a physical science

Social Studies: three (3) units

- Civics one-half (1/2) unit
- World history, one (1) unit
- American History, one (1) unit

Physical Education: one-half (1/2) unit

Note: While one-half (1/2) unit is required for graduation, no more than one (1) unit may be applied toward fulfilling the necessary units to graduate.

Health and Safety: one-half (1/2) unit

Economics – one half (½) unit – dependent upon the licensure of the teacher teaching the course, this can count toward the required three (3) social studies credits or the six (6) required Career Focus elective credits.⁸

Fine Arts: one-half (1/2) unit

CAREER FOCUS: - Six (6) units

All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.

Notes: ¹ New Smart Core Consent and Smart Core Waiver Forms will become effective in July 2013. They are available on the ADE website and on the ASBA policy update website. While 9.03.1.8 of the Standards and the Smart Core Guidance both require parents to sign one of the forms, there's not much you can do if they don't. Either way, the default option is Smart Core.

² The Department's Guidelines stipulate completion by the end of the senior year. We believe this is not in agreement with Arkansas code 6-18-202(b)(1) which requires public schools to be open through the completion of the secondary program to students between the ages of 5 and 21. Therefore, we suggest that students be allowed to switch from Core to Smart Core if they could successfully complete its requirements by the time they attained their twenty first birthday. Acceptance of a diploma negates a student's right to switch programs.

³ The Standards require a review, but do not stipulate its frequency. Select an interval to insert here (never is not an option). Standards require the inclusion of students, parents, and staff in the formulation and review of this policy.

⁴ Schools are required to retain documentation procedures and methods used.

⁵ The Guidelines require the policy to include the training "procedure." If you prefer a different procedure than inclusion in your district's annual professional development process, change this sentence accordingly.

⁶ The Standards of Accreditation Unit has objected to the policy's previous implication (if you substituted a number greater than 22) that the ADE was requiring more than 22 units to graduate. Therefore, this sentence is necessary if your district requires more than 22 units. If you have specific requirements for the additional units, change the new sentence's wording to reflect those requirements.

⁷ For a detailed explanation/discussion of district options for digital learning courses see policy 5.11—DIGITAL LEARNING COURSES.

⁸ The Rules specify the option is dependent upon the licensure of the teacher. Specifically, if the course is taught by a licensed social studies teacher, both options exist. If the course is taught by a licensed business education teacher, the credit must be applied toward the career focus requirement.

Cross References: 4.55—STUDENT PROMOTION AND RETENTION
5.11—DIGITAL LEARNING COURSES

Legal References: Standards of Accreditation 9.03 – 9.03.1.9, 14.02
ADE Guidelines for the Development of Smart Core Curriculum Policy
ADE Rules Governing the Digital Learning Act of 2013
Smart Core Informed Consent Form 2014
Smart Core Waiver Form 2014
A.C.A. § 6-16-1406

Date Adopted: April 25th, 2011
Last Amended: April 10th, 2014

4.45A SMART CORE INFORMED CONSENT FORM

Name of Student _____ Parent/Guardian _____
School _____ District _____
School Address _____

I have been informed of the Smart Core curriculum and the required course of study for graduation as well as the optional Core curriculum and course of study for graduation. This document indicates my choice of curriculum and course of study for graduation for the above named student.

Failure to complete the Smart Core curriculum for graduation *may* result in negative consequences such as conditional admission to college and ineligibility for scholarship programs.

Mark the choice selected with a checkmark:

I select Smart Core (22 units) _____

English – 4 units (years)

- English 9th Grade
- English 10th Grade
- English 11th Grade
- English 12th Grade

Oral Communications – ½ unit (1/2 year)

Mathematics – 4 units (years)

- Algebra I or Algebra A & B (Grades 7-8 or 8-9)
- Geometry or Investigating Geometry or Geometry A & B
- Algebra II
- Choice of: Transitions to College Math, Pre-Calculus, Calculus, Trigonometry, Statistics, Computer Math, Algebra III, or an Advanced Placement mathematics

(Comparable concurrent credit college courses may be substituted where applicable.)

Natural Science – 3 units (years) with lab experience chosen from:

- Physical Science
- Biology or Applied Biology/Chemistry
- Chemistry
- Physics or Principles of Technology I & II or PIC Physics

Social Studies – 3 units (years)

- Civics or Civics/American Government
- World History
- U. S. History

Physical Education – ½ unit (1/2 year)

Health & Safety – ½ unit (1/2 year)

Fine Arts – ½ unit (1/2 year)

Career Focus – 6 units

I select Core (22 units) _____

English – 4 units (years)

- English 9th Grade
- English 10th Grade
- English 11th Grade
- English 12th Grade

Oral Communications – ½ unit

Mathematics – 4 units (years)

- Algebra or its equivalent* 1 unit
- Geometry or its equivalent* 1 unit
- All math units must build on the base of algebra and geometry knowledge and skills.
- Comparable concurrent credit college courses may be substituted where applicable.

*A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four (4) unit requirement.

Science – 3 units (years)

- At least one (1) unit of Biology
- A Physical Science

Social Studies – 3 units (years)

- Civics or government ½ unit
- World history 1 unit
- U. S. History 1 unit

Physical Education – ½ unit (1/2 year)

Health & Safety – ½ unit (1/2 year)

Fine Arts – ½

Career Focus 6 units

Parent/Guardian Signature

Date

School Official Signature

Date

Legal References: Standards of Accreditation 9.03 – 9.03.1.9, 14.03.1 – 14.03.3
ADE Guidelines for the Development of Smart Core Curriculum Policy Smart

Core Informed Consent Form

Date Adopted: June 10, 2004

4.46 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance shall be recited during the first class period of each school day. Those students choosing to participate shall do so by facing the flag with their right hands over their hearts, or in an appropriate salute if in uniform, while reciting the Pledge. Students choosing not to participate shall be quiet while either standing or sitting at their desks.

Students shall not be compelled to recite the Pledge, but students who choose not to recite the Pledge shall not disrupt those students choosing to recite the Pledge.

Students choosing not to recite the Pledge shall not be subject to any comments, retaliation, or disciplinary action.

Legal Reference: A.C.A. § 6-16-108

Date Adopted: April 14, 2005

4.47 - POSSESSION and USE of CELL PHONES, and OTHER ELECTRONIC DEVICES

Students are responsible for conducting themselves in a manner that respects the rights of others. Possession and use of any electronic device, whether district or student owned, that interferes with a positive, orderly classroom environment and does not respect the rights of others is expressly forbidden.

As used in this policy, “electronic devices” means anything that can be used to transmit or capture images, sound, or data.

Misuse of electronic devices includes, but is not limited to:

1. Using electronic devices during class time in any manner other than specifically permitted by the classroom instructor;
2. Permitting any audible sound to come from the device when not being used for reason #1 above;
3. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, wrongfully giving or receiving help during an academic examination, or wrongfully obtaining test copies or scores;
4. Using the device to take photographs in locker rooms or bathrooms;
5. Creating, sending, sharing, viewing, receiving, or possessing an indecent visual depiction of oneself or another person.

Use of an electronic device is permitted to the extent it is approved in a student’s individualized education program (IEP) or it is needed in an emergency that threatens the safety of students, staff, or other individuals.

Before and after normal school hours, possession of electronic devices is permitted on the school campus. The use of such devices at school sponsored functions outside the regular school day is permitted to the extent and within the limitations allowed by the event or activity the student is attending.

The student and/or the student’s parents or guardians expressly assume any risk associated with students owning or possessing electronic devices. Students misusing electronic devices shall have them confiscated. Confiscated devices may be picked up at the school’s administration office by the student’s parents or guardians. Students have no right of privacy as to the content contained on any electronic devices that have been confiscated.

Students who use school issued cell phones and/or computers for non-school purposes, except as permitted by the district’s Internet/computer use policy, shall be subject to discipline, up to and including suspension or expulsion. Students are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including expulsion.

Legal Reference: A.C.A. § 6-18-515
 ADE Test Administration Manual

Date Adopted: June 8, 2006
Last Revised: June 14, 2007
 May 14, 2009
 May 10, 2012
 July 18, 2013

4.48 VIDEO SURVEILLANCE and OTHER STUDENT MONITORING

The Board of Directors has a responsibility to maintain discipline, protect the safety, security, and welfare of its students, staff, and visitors while at the same time safeguarding district facilities, vehicles, and equipment. As part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras, automatic identification technology, data compilation devices, and technology capable of tracking the physical location of district equipment, students, and/or personnel.

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

Signs shall be posted on campus buildings and in district vehicles to notify students, staff, and visitors that video cameras may be in use. Parents and students shall also be notified through the student handbook that cameras may be in use in school buildings, on school grounds and in school vehicles. Students will be held responsible for any violations of school discipline rules caught by the cameras and other technologies authorized in this policy.

The district shall retain copies of video recordings until they are erased¹ which may be accomplished by either deletion or copying over with a new recording. Other than video recordings being retained under the provisions of this policy's following paragraph, the district's video recordings may be erased any time greater than ___ after they were created.

Videos, automatic identification, or data compilations containing evidence of a violation of student conduct rules and/or state or federal law shall be retained until the issue of the misconduct is no longer subject to review or appeal as determined by board policy or student handbook;² any release or viewing of such records shall be in accordance with current law.

Students who vandalize, damage, disable, or render inoperable (temporarily or permanently) surveillance cameras and equipment, automatic identification, or data compilation devices shall be subject to appropriate disciplinary action and referral to appropriate law enforcement authorities.

Notes: This policy is similar to policies 3.41 and 8.29. If you change this policy, review 3.41 and 8.29 at the same time to ensure applicable consistency between the policies.

While 34 CFR 99.3 exempts records of law enforcement units (which for the purposes of this policy would include School Resource Officers (SROs), 34 CFR 99.8(b) effectively negates that exemption in relation to this policy with the following language.

(2) Records of a law enforcement unit does not mean--

(i) Records created by a law enforcement unit for a law enforcement purpose that are maintained by a component of the educational agency or institution other than the law enforcement unit; or

(ii) Records created and maintained by a law enforcement unit exclusively for a non-law enforcement purpose, such as a disciplinary action or proceeding conducted by the educational agency or institution.

The law goes on to say that education records retain their status as such even when in the possession of a law enforcement unit and thus remain subject to the restrictions on the release of education records contained in the Family Educational Rights and Privacy Act (FERPA). In short, you cannot deny access to the video recordings that may be used for student or staff disciplinary purposes by "hiding" them in your school's law enforcement unit.

¹ You may recycle your videos on whatever schedule works for your district (insert the length of time you choose to retain the videos in the paragraph's following sentence), but you may not destroy any recordings as long as there is an outstanding request to inspect and review them (34 CFR 99.10). The right to inspect is triggered only for those parents whose students are the cause for the retention of the video recordings. Parents of students "inadvertently" caught in the video do not have the right to inspect them. **Please note, however,** that if a

student was not “involved” in the altercation prompting the disciplinary action, but happened to get pushed by one of the students in the fight, the pushed student’s parents have the right to review the video. You must permit viewing of education records within a “reasonable” period of time, but in no case may it be longer than 45 days. (34 CFR 99.10)

²The issues involved in parental rights to viewing videos are complicated, but the Family Policy Compliance Office (FPCO) of FERPA, has recently simplified the matter. A video of, for example, a fight between two (or even several) students in which other students happen to have been incidentally included in the background of the video generates the following viewing conditions.

- a. Either or both of the students’ parents may view the video **without** first having to receive permission from the other student’s parent(s). None of the parents of the “incidental” students have to give their permission for the viewing of the video by the “involved” students’ parents.
- b. If a student’s parent lives beyond a reasonable distance to physically come to view the video, ~~the~~ your district may mail the video to a “receiving” school near to the parent, where the parent may view the video and then the receiving school will mail the video back to your district. The personnel at the receiving school should not view the video, but merely arrange for the parent to view it by himself/herself.
- c. The district is **not** obligated to give a copy of the video to the parent or their lawyer. If, however, you choose to give the parent a video, you are obligated to go through all of the hoops that used to be the case for simple viewing the video. Specifically, faces of the “involved” students other than that of the parent’s student must be redacted or else you will have to receive written permission from the parents of the other involved students.
- d. Remember that the rights of the parents transfer to the students once the student turns 18.
- e. Once the video has been viewed by the parties requesting to view it, the law does not require you to keep the video. Common sense would suggest, however, retaining the video at least until the disciplinary process is completed.

Legal References: 20 USC 1232{g}
 20 U.S.C. 7115
 34 CFR 99.3, 4, 5, 7, 8, 10, 12, 31

Date Adopted: June 14th, 2007
Last Revised: May 8th, 2008
 April 25th, 2011
 April 10th, 2014

4.49 SPECIAL EDUCATION

The District shall provide a free appropriate public education and necessary related services to all children with disabilities residing within the District, required under the Individuals with Disabilities Education Act (“IDEA”). Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and Arkansas Statutes.

It is the intent of the District to ensure that students who are disabled within the definition of Section 504 of the Rehabilitation Act of 1973 are identified, evaluated and provided with appropriate educational services. Students may be disabled within the meaning of Section 504 of the Rehabilitation Act even though they do not require services pursuant to the IDEA.

For students eligible for services under IDEA, the District shall follow procedures for identification, evaluation, placement, and delivery of services to children with disabilities provided in state and federal statutes which govern special education. Implementation of an Individualized Education Program (IEP) in accordance with the IDEA satisfies the District’s obligation to provide a free and appropriate education under Section 504.

The Board directs the superintendent to ensure procedures are in place for the implementation of special education services and that programs are developed to conform to the requirements of state and federal legislation. The superintendent is responsible for appointing a district coordinator for overseeing District fulfillment of its responsibilities regarding handicapped students. Among the coordinator’s responsibilities shall be ensuring District enforcement of the due process rights of handicapped students and their parents.

Legal References: 34 C.F.R. 300 et seq.
 42 U.S.C. § 12101 et seq. Americans with Disabilities Act
 29 U.S.C. § 794 Rehabilitation Act of 1973, Section 504
 20 U.S.C. § 1400 et seq. Individuals with Disabilities Education Act
 P.L. 108-446 The 2004 Reauthorization of the Individuals with Disabilities Act
 A.C.A. § 6-41-201 et seq.

Date Adopted: July 10, 2008

Last Revised:

4.50 SCHOOL LUNCH SUBSTITUTIONS

The district only provides substitute meal components on menus to accommodate students with handicapping conditions meeting the definition of a disability as defined in USDA regulations. A parent/guardian wishing to request such a dietary accommodation must submit a Certification of Disability for Special Dietary Needs Form completed by a licensed physician to the district's Director of Child Nutrition.

The district will not prepare meals outside the normal menu to accommodate a family's religious or personal health beliefs.

Legal References: Commissioner's Memo FIN-09-044
 7 CFR 210.10(g)

Date Adopted: May 14, 2009
Last Revised:

4.52 – STUDENTS WHO ARE FOSTER CHILDREN

The District will afford the same services and educational opportunities to foster children that are afforded other children and youth. The District shall work with the Department of Human Services (“DHS”), the ADE, and individuals involved with each foster child to ensure that he/she is able to maintain his/her continuity of educational services to the fullest extent that is practical and reasonable.

The Superintendent or his/her designee shall appoint an appropriate staff person to be the local educational liaison for foster children and youth whose responsibilities shall include ensuring the timely school enrollment of each foster child and assisting foster children who transfer between schools by expediting the transfer of relevant educational records.

The District, working with other individuals and agencies shall, unless the presiding court rules otherwise, ensure that the foster child remains in his/her current school, even if a change in the foster child’s placement results in a residency that is outside the District. In such a situation, the District will work to arrange for transportation to and from school for the foster child to the extent it is reasonable and practical.

Upon notification to the District’s foster care liaison by a foster child’s caseworker that a foster child’s school enrollment is being changed to one of the District’s schools, the school receiving the child must immediately enroll him/her. Immediate enrollment is required even if a child lacks the required clothing, academic or medical records, or proof of residency.

A foster child’s grades shall not be lowered due to absence from school that is caused by a change in the child’s school enrollment, the child’s attendance at dependency-neglect court proceedings, or other court-ordered counseling or treatment.

Any course work completed by the foster child prior to a school enrollment change shall be accepted as academic credit so long as the child has satisfactorily completed the appropriate academic placement assessment.

If a foster child was enrolled in a District school immediately prior to completing his/her graduation requirements while detained in a juvenile detention facility or while committed to the Division of Youth Services of DHS, the District shall issue the child a diploma.

Cross References: Policies 4.1 – RESIDENCE REQUIREMENTS
 4.2 – ENTRANCE REQUIREMENTS
 4.7 – ABSENCES

Legal Reference: A.C.A. § 9-28-113

Date Adopted: June 16, 2011

Last Revised:

4.53 – PLACEMENT OF MULTIPLE BIRTH SIBLINGS

The parent, guardian, or other person having charge or custody of multiple birth siblings in grades pre-K through 6 may request that the multiple birth siblings are placed in either the same or separate classrooms. The request shall be in writing not later than the 14th calendar day prior to the first day of classes at the beginning of the academic year. The school shall honor the request unless it would require the school to add an additional class at the siblings' grade level. If one parent of multiple birth siblings requests a placement that differs from that of the other parent of the same multiple birth siblings, the school shall determine the appropriate placement of the siblings.

The school may change the classroom placement of one or more of the multiple birth siblings if:

- There have been a minimum of 30 instructional days since the start of the school year; and
 - After consulting with each classroom teacher in which the siblings were placed, the school determines the parent's classroom placement request is:
 - Detrimental to the educational achievement of one or more of the siblings;
 - Disruptive to the siblings' assigned classroom learning environment; or
 - Disruptive to the school's educational or disciplinary environment.

If a parent believes the school has not followed the requirements of this policy, the parent may appeal the multiple birth siblings' classroom placement to the Superintendent. The Superintendent's decision regarding the appeal shall be final.

Legal Reference: A.C.A. § 6-18-106

Date Adopted: June 16, 2011

Last Revised:

4.54 - STUDENT ACCELERATION

The Board believes that acceleration is an effective and research-based intervention for the academic growth of students who are ready for an advanced or faster-paced curriculum. It can allow a student to move through the traditional educational setting more rapidly, based on assessed readiness, capability and motivation. At the same time, the Board understands that acceleration is not a replacement for gifted education services or programs.

Generally, acceleration can occur through one of two broad categories: content based and grade based. Grade based acceleration shortens the number of years a student would otherwise spend in K-12 education, while content based acceleration occurs within the normal K-12 time span. Either form of acceleration can be triggered by either a parent/guardian, student, or community member's request or by the referral of school personnel. In either case, the process of determining the appropriateness of the request shall be under the direction of the district/school¹ Gifted and Talented Program Coordinator who shall convene the individuals necessary to make an informed decision which shall include the student's parents or guardians.

While the needs of the student should dictate when acceleration decisions are considered, the Board believes the optimal time for referrals is in the spring which gives adequate time for working through the determination process and for preparing those concerned for a smooth transition to the acceleration beginning in the following school-year.

The Director of Instruction will create a written format to govern the referral and determination process which shall be made available to any parent or staff member upon request.

The parents/guardians of any student whose request for acceleration has been denied may appeal the decision, in writing to the Director of Instruction. Director of Instruction and the Building Principals will again thoroughly review the case study that was completed on the student. Upon completion of the review, the Committee will either request additional new testing be conducted to help the Committee make its determination or it will uphold the initial decision. The Committee's decision may not be further appealed.

Note: ¹ Choose the appropriate designation/option. In a large district with more than one GT Coordinator responsible for the determination process, insert "school." In districts with only one GT Coordinator insert "district." It is conceivable that in districts with more than one GT Coordinator, the choice of inserting district and school will not always be the same.

Legal Reference: ADE Gifted and Talented Rules

Date adopted: July 18, 2013

Last Revised:

Common Core Assessment Opt Out Response

Background

It has been brought to our attention that the national movement against the implementation of Common Core has expanded to include form letters being sent to parents for them to use to request their child be exempted from having to take any of the State assessments based on the Common Core State Standards.

What does this mean for the 2013-2014 school year?

Arkansas is field testing the PARCC assessments this school-year. These assessments have not been adopted by the State Board of Education and, consequently, the statutory support outlined below for denying a parents request to opt their child out of the assessments does not exist. There will be no state imposed consequences for students or districts if some students do not take the assessments, and superintendents can use their own best judgment about how to handle any requests.

There are two main reasons why district need to carefully consider their response **this year** as it relates to future years and issues.

First, students love to complain to each other about having to take tests. When one student informs others that he or she does not have to take an exam, parents will call the school to inquire why their child has to take the assessment when another student does not. There is also the possible media attention that could result from opt out form approval **or** denial.

Second, while the current issue is with Common Core, there is no reason why the same premise used to opt a child out of Common Core assessments cannot be used for a parent to request their child be opted out of any and everything they choose. It's a very slippery slope that could quite literally grind public education to a halt.

We concur with the ADE that for this year's field test, it's totally up to each district whether or not to grant any opt out request, but we suggest districts carefully consider possible future ramifications of granting opt out requests this school year. If you do choose to grant a request, we suggest you do so with a statement that such a request is not allowed for any state mandated test and shall only be effective for the current year.

What does this mean for the 2014-2015 school year?

Given that the State Board will very likely officially adopt the assessments for the 2014-15 school-years, and the anti-Common Core movement will probably be better developed, some districts will likely receive requests or demands that students be excused from these assessments

If the PARCC assessments are statutorily required for the 2014-2015 school years and beyond, the statutory support to deny opt out requests **will** exist. As you read the following information, please take note that the basic premise put forth in the opt out form for a parent's "right" to do so is simply incorrect.

Arkansas law on state assessments

Currently, **NO** State law or Rule permits the exemption of a student from taking the State assessments, and the **ONLY** students who are provided alternatives to the traditional State assessments are students who have an IEP covering examinations and homeschooled students under certain circumstances.

Arkansas Law on state assessment exemptions

NONE of the above reasons constitute legal grounds for granting a waiver from the mandatory State assessments. We would like to stress that superintendants are **NOT** required to grant exemptions. In fact, superintendants who do grant such waivers would be in violation of Arkansas law and may lose their license as a result. See A.C.A. § 6-15-2009(e)(2)(B). Also, superintendants are required to inform parents of the consequences of their student failing to take the mandated assessment. No named consequences currently exist in statute or rule because the taking of the State assessments is **mandatory**. See A.C.A. § 6-15-433(c)(7) and A.C.A. § 6-15-2009(a).

ASBA's model policy response for exemption requests

Due to a lack of convenient statutory authority or case law on the subject of waivers/exemptions for districts to show to parents, we have chosen to modify existing policy and to create a new, optional policy to assist districts on this issue. With these policies in place, we recommend superintendents inform parents that failure of their child to take the **mandatory** State assessments **SHALL** result in **either** the student **NOT** receiving credit for the course **or** the student being retained in the **CURRENT** grade until the student takes the required assessment. In addition, public school students who refuse to take the assessment or whose parents do not send their student to school on the days the assessment is administered or scheduled for make-up **SHALL** be prohibited from participating in extracurricular activities and **MAY** be prohibited from walking at or otherwise participating in graduation. Participation in graduation or extracurricular activities is not a right, and districts may legally place conditions on a student's eligibility for participation (such as testing compliance), but districts cannot deny a diploma to an otherwise qualified student or deny a student the ability to attend school.

Extra information: Examination of arguments made by Common Core opponents

Due to the testing exemption letters being promoted at a national level, many different versions of the letters exist. We expect that superintendents may see exemption requests based on any, or all, of the following assertions:

- The parent's right to guide the upbringing of the child;
- The assessment violates the parent's religious beliefs;
- An assessment based on the Common Core State Standards will harm the child; or
- The use of the results of the required assessment violates the student's right to privacy.

At least one version of the exemption request form letters we have come across contains quotations culled from several United States Supreme Court cases. The quotations, which are incredibly out-of-context, state the position that parents have the **absolute** authority to guide the upbringing of their children; this is **NOT** the case.

While we certainly do not expect or encourage administrators to engage in a "war of words" with parents who are frustrated with standards-based education (and while Common Core is new, education in Arkansas has been based on content standards for over 20 years, and this is not new) you may be interested in what a legal response to these arguments would be. The following is a retort to the existence of such an **absolute** right:

While the Supreme Court of the United States has stated that parents have a right to guide the upbringing of their children, The Supreme Court has stated that this right is not absolute and may be infringed upon by the State. "But the family itself is not beyond regulation in the public interest, as against a claim of religious liberty. And neither rights of religion nor rights of parenthood are beyond limitation. Acting to guard the general interest in youth's well being, the state as *parens patriae* may restrict the parent's control by requiring school attendance, regulating or prohibiting the child's labor, and in many other ways. Its authority is not nullified merely because the parent grounds his claim to control the child's course of conduct on religion or conscience. . . [T]he state has a wide range of power for limiting parental freedom and authority in things affecting the child's welfare; and that this includes, to some extent, matters of conscience and religious conviction" *Prince v. Massachusetts*, 321 U.S. 158, 166-167 (1944). In addition, The Supreme Court stated that the state may regulate this right so long as the state does not do so in a manner that is "arbitrary or without reasonable relation to some purpose within the competency of the state to effect" *Meyers v. Nebraska*, 262 U.S. 390, 399-400 (1923). Similarly, the Supreme Court stated "The power of the state to compel attendance at some school and to make reasonable regulations for all schools, including a requirement that they shall give instructions in English, is not questioned" *id*, at 402. Furthermore, the Eighth Circuit Court of Appeals has previously held that mandated testing in Arkansas does not violate a parent's rights, including those related to sincerely held religious beliefs, as the state has a compelling interest in the education of all children and that the method for testing the education of all children is the least restrictive means possible *Murphy v. State of Ark.*, 852 F.2d 1039, 1041 (8th Cir. 1988). The Eighth Circuit had no doubt the government had a compelling interest in educating the state's youths. "The government has a compelling interest in educating all of its citizens. Education of the citizenry is and always has been a preeminent goal of American society" *id*, at 1042. When addressing whether or not the method for testing was the least restrictive means possible, the Eighth Circuit stated "[W]e recognize that the state must have a mechanism by which it can confidently and

objectively be assured that its citizens are being adequately educated” *id.* Though the testing in question was for homeschooled students, the Eighth Circuit blatantly stated “In the end, we believe that the state has no means less restrictive than its administration of achievement tests to ensure that its citizens are being properly educated” *id.*, at 1043.

4.55—STUDENT PROMOTION AND RETENTION

A disservice is done to students through social promotion and is prohibited by state law. The District shall, at a minimum, evaluate each student annually in an effort to help each student who is not performing at grade level. Parents or guardians shall be kept informed concerning the progress of their student(s). Notice of a student's possible retention or required retaking of a course shall be included with the student's grades sent home to each parent/guardian or the student if 18 or older. Parent-teacher conferences are encouraged and may be held as necessary in an effort to improve a student's academic success.

Promotion or retention of students, or their required retaking of a course shall be primarily based on the following criteria.¹ If there is doubt concerning the promotion or retention of a student or his/her required retaking of a course, a conference between the building principal, the student's teacher(s), counselor, a 504/special education representative (if applicable), and the student's parents shall be held before a final decision is made. The conference shall be held at a time and place that best accommodates those participating in the conference. The school shall document participation or non-participation in required conferences. If the conference attendees fail to agree concerning the student's placement or receipt of course credit, the final decision shall rest with the principal or the principal's designee.

Regardless of the student having earned passing grades, a student who falls under one of the following categories shall be considered for retention or shall not receive credit for the course associated with the assessment. The student:²

- does not take the State mandated assessment for the student's grade level or course within the time frame specified by the State;
- takes the State mandated assessment but does not put forth a good faith effort on the assessment as determined by the assessment administrator/proctor.

The Superintendent or designee may waive this provision when the student's failure was due to exceptional or extraordinary circumstances.³

Students who do not score proficient or above on their grade level Benchmark Exams shall be required to participate in an Academic Improvement Plan (AIP). Each AIP shall be developed by school personnel and the student's parents and shall be designed to assist the student in attaining the expected achievement level. The AIP shall also state the parent's role as well as the consequences for the student's failure to participate in the plan, which shall include the student's retention in their present grade.⁴

All students must successfully pass all end-of-course (EOC) assessments they are required to take unless exempted by the student's individualized education program (IEP). To receive academic credit on his/her transcript in a course requiring a student to take a EOC assessment, the student must either receive a passing score on the initial assessment or successfully participate in the remediation program identified in his/her Individualized Academic Improvement Plan (IAIP) which shall focus on the areas in which the student failed to meet the necessary passing score. Additionally, the lack of credit could jeopardize the student's grade promotion or classification.⁵

To the extent required by the State Board of Education, students in grade eleven (11) and below who do not meet the required score on a college and career readiness measurement shall participate in the remediation activities prescribed in his/her IAIP which may include additional opportunities to retake the measurement.

Such remediation shall not require the student to pass a subsequent college and career readiness measurement in order to graduate from high school.⁵

Promotion/retention or graduation of students with an IEP shall be based on their successful attainment of the goals set forth in their IEP.

In addition to the possibility of retention or withholding of course credit, students who either refuse to sit for a State assessment or attempt to boycott a State assessment by failing to put forth a good faith effort on the assessment as determined by the assessment administrator/proctor, or whose parents do not send their student to school on the dates the assessments are originally administered or scheduled as make-up days shall not be permitted to participate

in any non-curriculum related extracurricular activity, including school dances, prom, homecoming, senior events, and may be prevented from walking or participating in graduation exercises. The student shall remain ineligible to participate until the student takes the same or a following State mandated assessment, as applicable, or completes the required remediation for the assessment the student failed to put forth a good faith effort on. The Superintendent or designee may waive this paragraph's provisions when the student's failure was due to exceptional or extraordinary circumstances.³ Students falling under the provisions of this paragraph shall be permitted to attend curriculum related field trips occurring during the school day.⁶

Notes: Arkansas Department of Education (ADE) Standards for Accreditation requires a promotion and retention requirements policy be included in the student handbook.

¹ Insert the criteria your district uses for promotion/retention.

² This sentence and its associated bullets are optional and are designed to address the movement to have parents opt their child out of Common Core assessments. In addition to the footnote's following two paragraphs, please see the Background Cover letter for this policy that addresses the issue in greater depth. A.C.A. § 6-15-2009(a) requires all students to take the State mandated assessments and A.C.A. § 6-15-2009(e)(2) (B) stipulates that the Superintendent shall be subject to discipline, up to and including license revocation, for failure to properly administer State mandated assessment requirements.

ASBA sees a parent's ability to opt out of assessments as the start of a very slippery slope that could evolve into parents believing they have the right to opt their child out of any and everything they choose. This could quite literally grind education to a halt. The U.S. Supreme Court has opined states have a wide range of power for limiting parental freedom and authority in things affecting the child's welfare and Arkansas law requires all students to take state administered assessments. Therefore, parents do not have the right to demand their child be exempted from state mandated assessments.

³ This sentence is optional but it would keep the policy from having "zero tolerance" (which we do not support) and give you latitude to accommodate instances beyond the student's control such as a car accident, serious illness, or other acts of God. If you choose to include the sentence, you may change "Superintendent" to "principal" if that would work better for your district. Keep in mind that the decision on who is responsible for deciding whether or not to grant an exception for extraordinary circumstances is a different and separate issue than deciding whether or not to promote or retain a student which is left in the hands of the school principal in the policy's previous paragraph. Be sure to align your decision for this footnote with the decisions you made concerning the policy's last paragraph and footnote #6.

⁴ If you divide this policy into upper and lower grades for inclusion in your student handbook and your grade configuration for this policy is 9th (or above) – 12, delete this paragraph.

⁵ If you divide this policy into upper and lower grades for inclusion in your student handbook and your grade configuration does not include grade 7 or above, delete this paragraph.

⁶ This paragraph is optional. Participation in graduation or extracurricular activities is not a right, and districts may legally place conditions on a public school student's eligibility for participation (such as testing compliance), but districts cannot deny a diploma to an otherwise qualified student or deny a student the ability to attend school. If you choose to include the paragraph, the third to the last sentence may be amended to apply to a timeline of your choice. Be sure to align the staff position responsible for deciding whether or not to grant an exception with the decision you made for footnote #3.

Cross References: 3.30—PARENT-TEACHER COMMUNICATION
4.56—EXTRACURRICULAR ACTIVITIES - SECONDARY SCHOOLS
4.56.1—EXTRACURRICULAR ACTIVITIES - ELEMENTARY

Legal References: A.C.A. 6-15-433
A.C.A. § 6-15-2001
A.C.A. § 6-15-2005
A.C.A. § 6-15-2009
ADE Rules Governing the Arkansas Comprehensive Testing, Assessment, and Accountability Program and the Academic Distress Program
ADE Rules Governing Public School End-Of-Course Assessments and Remediation
Murphy v. State of Ark., 852 F.2d 1039 (8th Cir. 1988)

Date Adopted: April 10th, 2014

Last Revised:

4.56—EXTRACURRICULAR ACTIVITIES – SECONDARY SCHOOLS

Definitions:

“Academic Courses” are those courses for which class time is scheduled, which can be credited to meet the minimum requirements for graduation, which is taught by a teacher required to have State licensure in the course or is otherwise qualified under Arkansas statute, and has a course content guide which has been approved by the Arkansas Department of Education (ADE). Any of the courses for which concurrent high school credit is earned may be from an institution of higher education recognized by ADE. If a student passes an academic course offered on a block schedule, the course can be counted twice toward meeting the requirement for students to pass four (4) academic courses per semester as required by this policy.

“Extracurricular activities” are defined as: any school sponsored program where students from one or more schools meet, work, perform, practice under supervision outside of regular class time, or are competing for the purpose of receiving an award, rating, recognition, or criticism, or qualification for additional competition. Examples include, but are not limited to, inter/interscholastic athletics, cheerleading, band, choral, math, or science competitions, field trips, and club activities.

“Field Trips” are when individual students or groups of students are invited to programs or events when there is no competition and the students are not interacting with each other for the purpose of planning, qualifying, or arranging for future programs or for the purpose of receiving recognition.

“Interscholastic Activities” means athletic or non-athletic/academic activities where students compete on a school vs. school basis.¹

“Interscholastic Activities” means athletic or non-athletic/academic activities where students compete with students from within the same school.¹

“Supplemental Improvement Program (SIP)” is an additional instructional opportunity for identified students outside of their regular classroom and meets the criteria outlined in the current Arkansas Activities Association (AAA) Handbook.

Extracurricular Eligibility

The Board believes in providing opportunities for students to participate in extracurricular activities that can help enrich the student’s educational experience. At the same time, the Board believes that a student’s participation in extracurricular activities cannot come at the expense of his/her classroom academic achievement. Interruptions of instructional time in the classroom are to be minimal and absences from class to participate in extracurricular activities shall not exceed one per week per extracurricular activity (tournaments excepted)². Additionally, a student’s participation in, and the District’s operation of, extracurricular activities shall be subject to the following policy. All students are eligible for extracurricular activities unless specifically denied eligibility on the basis of criteria outlined in this policy.

Any student who refuses to sit for a State assessment or attempts to boycott a State assessment by failing to put forth a good faith effort on the assessment as determined by the assessment administrator/proctor, or whose parents do not send their student to school on the dates the assessments are administered or scheduled as make-up days shall not be permitted to participate in any non-curriculum related extracurricular activity. The student shall remain ineligible to participate until the student takes the same or a following state mandated assessment, as applicable, or completes the required remediation for the assessment the student failed to put forth a good faith effort on. The superintendent or designee may wave this paragraph’s provisions when the student’s failure was due to exceptional or extraordinary circumstances.³ Students falling under the provisions of this paragraph shall be permitted to attend curriculum related field trips occurring during the school day.⁴

Interscholastic Activities

Each school in the District shall post on its website its schedule of interscholastic activities, including sign-up, tryout, and participation deadlines, at least one semester in advance of those activities. A hard copy of the schedule shall be available upon request.⁵

ACADEMIC REQUIREMENTS: Junior High

A student promoted from the sixth to the seventh grade automatically meets scholarship requirements. A student promoted from the seventh to the eighth grade automatically meets scholarship requirements for the first semester. The second semester eighth-grade student meets the scholarship requirements for junior high if he/she has successfully passed four (4) academic courses the previous semester, three (3) of which shall be in the core curriculum areas specified by ADE's Standards for Accreditation of Arkansas Public Schools.

The first semester ninth-grade student meets the scholarship requirements for junior high if he/she has successfully passed four (4) academic courses the previous semester, three (3) of which shall be in the core curriculum areas specified by ADE's Standards for Accreditation of Arkansas Public Schools.

The second semester ninth-grade student meets the scholarship requirements for junior high if he/she has successfully passed (4) academic courses the previous semester which count toward his/her high school graduation requirements.

Ninth-grade students must meet the requirements of the senior high scholarship rule by the end of the second semester in the ninth grade in order to be eligible to participate the fall semester of their tenth-grade year.

ACADEMIC REQUIREMENTS: Senior High

In order to remain eligible for competitive interscholastic activity, a student must have passed (4) academic courses the previous semester and either:

- 1) Have earned a minimum Grade Point Average (GPA) of 2.0 from all academic courses the previous semester; or
- 2) If the student has passed four (4) academic courses the previous semester but does not have a 2.0 GPA the student must be enrolled and successfully participating in an SIP to maintain their competitive interscholastic extracurricular eligibility.

STUDENTS WITH AN INDIVIDUAL EDUCATION PROGRAM

In order to be considered eligible to participate in competitive interscholastic activities, students with disabilities must pass at least four (4) courses per semester as required by their individual education program (IEP).

ARKANSAS ACTIVITIES ASSOCIATION

In addition to the foregoing rules, the district shall abide by the rules and regulations of AAA governing interscholastic activities. AAA provides catastrophic insurance coverage for students participating in AAA governed extracurricular activities that are enrolled in school. As a matter of District policy, no student may participate in a AAA governed extracurricular activity unless he or she is enrolled in a district school, to ensure all students are eligible for AAA catastrophic insurance.⁶

Interscholastic Activities

AAA Governed Activities

Students participating in interscholastic extracurricular activities that would be governed by AAA if they were to occur between students of different schools shall meet all interscholastic activity eligibility requirements to be eligible to participate in the comparable interscholastic activity. The District will abide by the AAA Handbook for such activities to ensure District students are not disqualified from participating in interscholastic activities.⁷

Non-AAA Governed Activities

Unless made ineligible by District policies, all students shall be eligible to participate in non-AAA governed intrascholastic extracurricular activities. Interscholastic activities designed for a particular grade(s) or course(s) shall require the student to be enrolled in the grade(s) or course(s).

NOTES: The standards as outlined above are minimum standards and can be raised locally if desired. If your district does not offer a SIP, delete the references to it in your policy.

AAA standards allow a student to participate in an SIP for a maximum of two consecutive semesters and require the student to improve his/her GPA by at least 10% by the end of the first semester to remain eligible for the second semester. By the end of the second semester, the student must have attained a 2.0 GPA to be eligible for competitive interscholastic activities. Following one or more semesters where the student has attained a 2.0 GPA, this cycle may be repeated.

¹ The definition for **interscholastic** activities is effectively taken from the AAA Handbook and is the origin for the extrapolated definition of **interscholastic** activities. When it comes to implementing this policy, it may be important/helpful to keep in mind that the Handbook also points out the following: Performance activities such as band, speech, drama, etc. may be viewed as competitive arenas both internally (ratings by individual schools) and externally (comparisons of individual or school ratings with a view toward determining an ultimate winner). Additionally,

both inter and intra scholastic activities may be curricular if the activity is required as part of the course.

² State Board of Education Standards for Accreditation 10.05 require a policy that "shall limit and control interruptions of instructional time in the classroom and the number of absences for such activities." You could replace "one per week per extracurricular activity" with a specific number of days per semester that could also allow the student to "bank" or accumulate days in anticipation of a major event.

³ This sentence is optional but it would keep the policy from having "zero tolerance" (which we do not support) and give you latitude to accommodate instances beyond the student's control such as a car accident, serious illness, or other acts of God. If you choose to include the sentence, you may change "Superintendent" to "principal" if that would work better in your district. Be sure to align your decision for this footnote with the decision you have made on the same issue that exists in policies 4.55 and 4.56.1.

⁴ This paragraph is entirely optional. Participation in extracurricular activities is not a right, and districts may legally place conditions on a public school student's eligibility for participation (such as testing compliance), but districts cannot deny a diploma to an otherwise qualified student or deny a student the ability to attend school. If you choose to include the paragraph, the third to the last sentence may be amended to apply to a timeline of your choice.

⁵ This paragraph is not statutorily required, but has been added to align with policy 4.56.2—**EXTRACURRICULAR ACTIVITY ELIGIBILITY FOR HOME SCHOOLED STUDENTS** with the belief that such information will benefit all students.

⁶ This also applies to home schooled students and is cleverly accommodated by an adjustment to APSCN reporting outlined in Commissioner's Memo FIN-14-11.

⁷ Districts should be aware that the AAA handbook contains rules prohibiting students who participate on school sponsored teams of the various interscholastic activities from being permitted to participate in practices and competitions for the same sport during the same season of the interscholastic activity.

Cross References: 4.55—STUDENT PROMOTION AND RETENTION
4.56.1—EXTRACURRICULAR ACTIVITIES - ELEMENTARY

Legal References: State Board of Education Standards for Accreditation 10.05 and 10.06
Arkansas Activities Association Handbook

Date Adopted: April 10th, 2014

Last Revised:

4.56.1—EXTRACURRICULAR ACTIVITIES - ELEMENTARY

Definitions

“Extracurricular activities” are defined as: any school sponsored program where students from one or more schools meet, work, perform, practice under supervision outside of regular class time, or are competing for the purpose of receiving an award, rating, recognition, or criticism, or qualification for additional competition. Examples include, but are not limited to, inter/intrascholastic athletics, cheerleading, band, choral, math, or science competitions, field trips, and club activities.

“Field Trips” are when individual students or groups of students are invited to programs or events when there is no competition and the students are not interacting with each other for the purpose of planning, qualifying, or arranging for future programs or for the purpose of receiving recognition.

“Interscholastic Activities” means athletic or non-athletic/academic activities where students compete on a school vs. school basis.

“Interscholastic Activities” means athletic or non-athletic/academic activities where students compete with students from within the same school.

Extracurricular Eligibility

The Board believes in providing opportunities for students to participate in extracurricular activities that can help enrich the student’s educational experience. At the same time, the Board believes that a student’s participation in extracurricular activities cannot come at the expense of his/her classroom academic achievement. Interruptions of instructional time in the classroom are to be minimal and absences from class to participate in extracurricular activities shall not exceed one per week per extracurricular activity¹ (tournaments or other similar events excepted with approval of the _____)² All students are eligible for extracurricular activities unless specifically denied eligibility on the basis of criteria outlined in this policy.

A student may lose his/her eligibility to participate in extracurricular activities when, in the opinion of the school’s administration, the student’s participation in such an activity may adversely jeopardize his/her academic achievement. Students may also be denied permission to participate in extracurricular activities as a consequence of disciplinary action taken by the administration for inappropriate behavior.³

Any student who refuses to sit for a State assessment or attempts to boycott a State assessment by failing to put forth a good faith effort on the assessment as determined by the assessment administrator/proctor, or whose parents do not send their student to school on the dates the assessments are administered or scheduled as make-up days shall not be permitted to participate in any non-curriculum related extracurricular activity. The student shall remain ineligible to participate until the student takes the same or a following state mandated assessment, as applicable, or completes the required remediation for the assessment the student failed to put forth a good faith effort on. The superintendent or designee may waive this paragraph’s provisions when the student’s failure was due to exceptional or extraordinary circumstances.⁴ Students falling under the provisions of this paragraph shall be permitted to attend curriculum related field trips occurring during the school day.⁵

Notes: ¹ State Board of Education Standards for Accreditation 10.05 require a policy that "shall limit and control interruptions of instructional time in the classroom and the number of absences for such activities." You could replace “one per week per extracurricular activity” with a specific number of days per semester that could also allow the student to "bank" or accumulate days in anticipation of a major event.

²Fill in the blank with the position of the person you wish to make responsible for the decision, e.g. principal or superintendent.

³ Make sure your student handbook matches this language.

⁴ This sentence is optional but it would keep the policy from having "zero tolerance" (which we do not support) and give you latitude to accommodate instances beyond the student's or parent's control such as a car accident, serious illness, or other acts of God. If you choose to include the sentence, you may change "Superintendent" to "principal" if that would work better in your district. Be sure to align your decision for this footnote with the decision you have made on the same issue that exists in policies 4.55 and 4.56.

⁵ This paragraph is entirely optional. Participation in extracurricular activities is not a right, and districts may legally place conditions on a public school student's eligibility for participation (such as testing compliance), but districts cannot deny a diploma to an otherwise qualified student or deny a student the ability to attend school. If you choose to include the paragraph, the third to the last sentence may be amended to apply to a timeline of your choice.

Cross References: 4.55—STUDENT PROMOTION AND RETENTION
 4.56—EXTRACURRICULAR ACTIVITIES – SECONDARY SCHOOLS

Legal Reference: State Board of Education Standards for Accreditation 10.05 and 10.06

Date Adopted: April 10th, 2014

Last Revised:

4.56.2—EXTRACURRICULAR ACTIVITY ELIGIBILITY FOR HOME SCHOOLED STUDENTS

Home-schooled student means a student legally enrolled in an Arkansas home school and who meets or has met the criteria for being a home-schooled student, as established by A.C.A. § 6-15-503.

Interscholastic activity means an activity between schools subject to regulations of the Arkansas Activities Association that is outside the regular curriculum of the school district, such as an athletic activity, fine arts program, or a special interest group or club.

Each school in the District shall post on its website its schedule of interscholastic activities, including sign-up, tryout, and participation deadlines, at least one semester in advance of those activities. A hard copy of the schedule shall be available upon request.¹

Home-schooled students whose parents or guardians are legal residents of the school district will be permitted to pursue participation in an interscholastic activity in the student's resident school zone² as permitted by this policy. Although not guaranteed participation in an interscholastic activity, home-school students who meet the provisions of this policy, AAA Rules, and applicable Arkansas statutes shall have an equal opportunity to try out and participate in an interscholastic activity without discrimination.

To be eligible to try out and participate in interscholastic activities, the student or the parent of a student shall mail or hand deliver the student's request to participate to the student's school's principal before the signup, tryout or participation deadline established for traditional students. Additionally, the student shall demonstrate academic eligibility by obtaining a minimum test score of the 30th percentile or better in the previous 12 months on the Stanford Achievement Test Series, Tenth Edition; another nationally recognized norm-referenced test; or a minimum score on a test approved by the State Board of Education.

A student who meets the requirements for eligibility to participate in an interscholastic activity is required to register for no more than one course³ in the District's school where the student is intending to participate in an interscholastic activity.

The student shall regularly attend the class in which the student is registered beginning no later than the eleventh (11th) day of the semester in which the student's interscholastic activity participation is desired. The student must attend the practices for the interscholastic activity to the same extent as is required of traditional students.

A home-schooled student who has met the try out criteria; and who has been selected to participate in the interscholastic activity shall meet the following criteria that also apply to traditional students enrolled in the school:

- standards of behavior and codes of conduct;
- attend the practices for the interscholastic activity to the same extent as is required of traditional students;
- required drug testing;⁴
- permission slips, waivers, physical exams; and
- participation or activity fees.—

Students who participate in extracurricular or athletic activities under this policy will be transported to and from the interscholastic activities on the same basis as other students are transported.

A student who withdraws from an Arkansas Activities Association member school to be home-schooled shall not participate in an interscholastic activity in the resident school district for a minimum of three hundred sixty-five days after the student withdraws from the member school.

Notes: ¹ This paragraph is not statutorily required, but without advance determination of the timelines, there will be no way for a parent to know when, or even for what semester, they will have to make their application to the district. Such information will benefit all students.

² Only include "or their applicable attendance zone's school" if your district has more than one school per grade configuration.

³ You can only **require** one course, but a district may permit a student to register for more than one course.

⁴ Include "drug testing" only if your district conducts such tests.

Legal References: A.C.A. § 6-15-509
 Arkansas Activities Association Handbook

Date Adopted: April 10th, 2014

Last Revised:

5.1 - EDUCATIONAL PHILOSOPHY

The Paris School District assumes the responsibility of providing students attending its schools a high quality education that challenges each student to achieve to their maximum potential. The District shall endeavor to create the environment within the schools necessary to attain this goal. The creation of the necessary climate shall be based on the following core beliefs:

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

Date Adopted: June 13, 2002

Last Revised:

5.2 - PLANNING FOR EDUCATIONAL IMPROVEMENT

Each school in the district shall develop a comprehensive school improvement plan to address deficiencies in student performance based on analysis of students' grade-level benchmark assessments and other relevant data. The purpose of each plan shall be to ensure that all students meet the state assessment standards established by the State Board of Education, as well as student achievement goals established by the District. A cumulative review of all academic improvement plans shall also be part of the data used to develop the comprehensive school improvement plan. Each plan shall be developed with administrator, teacher, other school staff, parent, community, and student (when appropriate) input and shall have as one of its components a plan for a parental involvement program. Professional development activities are to be designed to meet the needs identified in each school's plan. Each plan is to be reviewed annually and revised to meet the changing needs reflected in student data.

Any school in the district identified by the Arkansas Department of Education as failing to meet the established levels of academic achievement on the state's criterion-referenced tests shall revise its school improvement plan.

The district shall develop, with appropriate staff and community input, a comprehensive district improvement plan. The plan shall coordinate the actions of the various comprehensive school improvement plans within the district. The district plan shall align district resources to help ensure all of its students attain proficiency on the Benchmark exams.

Legal References: A.C.A. § 6-15-404 (i) (1)
 A.C.A. § 6-15-404 (i) (2) (B)
 A.C.A. § 6-15-404 (i) (2) (A) (i) (ii)
 A.C.A. § 6-15-419 (2) (B) (iii)
 A.C.A. § 6-15-419 (9)
 A.C.A. § 6-15-419 (12)

ADE Rules Governing the ACTAAP and the Academic Distress Program 3.08, 3.14, 9.0—9.04, 10.01.1
Arkansas Department of Education Rules for Governing Standards for Accreditation of
Arkansas Public Schools and School Districts 7.0 and 16.0—16.03.5 (The old Standards required the Student Services Plan be included in the ACSIP. While the new Standards do not specifically require it to be included in your ACSIP, prudence would still recommend it.)

Date Adopted: June 13, 2002
Last Revised: June 10, 2004

5.3 - CURRICULUM DEVELOPMENT

Sequential curricula should be developed for each subject area. Curricula are to be aligned with the curriculum frameworks and used to plan instruction leading to student proficiency on Arkansas' content standards. Curricula should be in alignment with the District's vision, mission, goals, and educational philosophy. Student achievement is increased through an integrated curriculum that promotes continuity and a growth in skills and knowledge from grade to grade and from school to school. Therefore, the Board desires that unnecessary duplication of work among the various grades and schools be eliminated and that courses of study and their corresponding content guides be coordinated effectively.

The Board of Education is responsible for reviewing and approving all instructional programs offered by the District as well as approving significant changes to courses or course materials before they are implemented. The Superintendent is responsible for making curriculum recommendations.

Each school shall review each curriculum area annually to address the continued relevancy, adequacy, and cost effectiveness of individual courses and instructional programs and to ensure that each area is aligned with the current curriculum frameworks and course content standards approved by the State Board of Education. Each school's administration shall implement a monitoring process to ensure that the instructional content of each course offered is consistent with the content standards and curriculum frameworks approved by the State Board of Education.

In addition to the requirements listed above, the District's superintendent, curriculum director, and principals shall work with staff as may be appropriate to ensure a successful transition to the implementation of the Common Core State Standards.

Legal References: Standards of Accreditation 9.01.2, 7.04.2
 ADE Rules Governing the ACTAAP and the Academic Distress Program 4.05
 A.C.A. § 6-15-101
 A.C.A. § 6-15-1505 (a)

Date Adopted: June 13, 2002

Last Revised: June 10, 2004

 June 16, 2011

~~5.4—STAFF DEVELOPMENT PROGRAM~~ — Policy Deleted - Language moved to 3.6

In an effort to reduce duplicate policies, this policy has been deleted because it is covered by the licensed personnel section policy 3.6. We will retain the number 5.4 as a place holder for future model policy use.

5.5 - SELECTION/INSPECTION OF SUPPLEMENTAL INSTRUCTIONAL MATERIALS

The use of instructional materials beyond those approved as part of the curriculum/textbook program must be compatible with school and district policies. If there is uncertainty concerning the appropriateness of supplemental materials, the personnel desiring to use the materials shall get approval from the school principal prior to putting the materials into use.

All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole, or in part, by the U.S. Department of Education shall be available for inspection by the parents or guardians of the children.

No student shall be required as part of any applicable program, to submit to a survey, analysis, or evaluation without the prior consent of the student (if the student is an adult or an emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parent that reveals information concerning the following:

- political affiliations;
- mental and psychological problems potentially embarrassing to the student or his family;
- sex behavior and attitudes;
- illegal, antisocial, self-incriminating, and demeaning behavior;
- critical appraisals of other individuals with whom respondents have close family relationships;
- legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or
- income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Legal Reference: 20 USC § 1232h (a), (b), (c)

Date Adopted: June 13, 2002

Last Revised:

5.6 - CHALLENGE TO INSTRUCTIONAL/SUPPLEMENTAL MATERIALS

Instructional and supplemental materials are selected for their compatibility with the District's educational program and their ability to help fulfill the District's educational goals and objectives. Individuals wishing to challenge or express concerns about instructional or supplemental materials may do so by filling out a *Challenge to Instructional Material* form available in the school's office.

The contesting individual may present a copy of the form to the principal and request a conference be held at a time of mutual convenience. Prior to the conference, the principal shall consult with the teacher regarding the contested material. In the conference, the principal shall explain to the contesting individual the criteria used for the selection of the material and its relevancy to the educational program as well as any other pertinent information in support of the use of the material.

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

If the contesting individual is not satisfied with the principal's response, the individual may, after the five (5) working day period, request a meeting with the Superintendent where the individual shall present the same *Challenge to Instructional Material* form previously presented to the principal. The Superintendent shall explain to the contesting individual the criteria used for the selection of the material and its relevancy to the educational program as well as any other pertinent information in support of the use of the material.

Following the conclusion of the meeting, the Superintendent shall have five (5) working days to write a summary of the concerns expressed by the individual and the Superintendent's response to those concerns. The Superintendent shall create a file of his/her response along with a copy of the principal's response and a copy of the contesting individual's *Challenge to Instructional Material* form.

If, after meeting with the Superintendent, the contesting individual is not satisfied with the Superintendent's response regarding the appropriateness of the instructional or supplemental material, he/she may appeal the Superintendent's decision to the Board. The Superintendent shall present the contesting individual's *Challenge to Instructional Material* form to the Board at the next regularly scheduled meeting along with the written responses to the challenge. The Board may elect, if it so chooses, to hear brief verbal presentations from the parties involved in the challenge.

The Board shall decide at that meeting or their next regularly scheduled meeting whether to retain the material, limit the availability of the material, or remove the material from the school. The Board's primary consideration in reaching its decision shall be the appropriateness of the material for its intended educational use.

Date Adopted: June 13, 2002

Last Revised: July 10, 2008

5.6F - REQUEST FOR RECONSIDERATION OF INSTRUCTIONAL OR SUPPLEMENTAL MATERIALS

Name: _____

Date submitted: level one _____ level two _____ level three _____

Instructional material being contested:

Reasons for contesting the material (be specific):

What is your proposed resolution?

Signature of receiving principal _____

Signature of curriculum coordinator _____

Signature of Superintendent _____

Date Adopted: June 13, 2002

Last Revised:

5.7 - SELECTION OF LIBRARY/MEDIA CENTER MATERIALS

The ultimate authority for the selection of retention of materials for the schools' media centers rests with the Board of Education which shall serve as a final arbiter in resolving a challenge to any media center materials. Licensed media center personnel shall make the initial selections in consultation with school and district licensed staff. Materials selected shall be in accordance with the guidelines of this policy.

The purpose of the schools' libraries/media centers is to supplement and enrich the curriculum and instruction offered by the District. Promoting the dialogue characteristic of a healthy democracy necessitates the maintenance of a broad range of materials and information representing varied points of view on current and historical issues. In the selection of the materials and resources to be available in each library/media center consideration will be given to their age appropriateness. Materials should be available to challenge the different interests, learning styles, and reading levels of the school's students and that will help them attain the District's educational goals.

Selection Criteria:

The criteria used in the selection of media center materials shall be that the materials:

- ❑ Support and enhance the curricular and educational goals of the district;
- ❑ Are appropriate for the ages, learning styles, interests, and maturity of the schools' students, or parents in the case of parenting literature;
- ❑ Contribute to the examination of issues from varying points of view and help to broaden students understanding of their rights and responsibilities in our society;
- ❑ Help develop critical thinking skills;
- ❑ Are factually and/or historically accurate, in the case of non-fiction works and/or serve a pedagogical purpose;
- ❑ Have literary merit as perceived by the educational community; and
- ❑ Are technically well produced, physically sound (to the extent appropriate), and represent a reasonably sound economic value.

Retention and Continuous Evaluation:

Media center materials shall be reviewed regularly to ensure the continued appropriateness of the center's collection to the school's curriculum and to maintain the collection in good repair. Those materials no longer meeting the selection criteria, have not been used for a long period of time, or are too worn to be economically repaired shall be withdrawn from the collection and disposed of. A record of withdrawn media materials including the manner of their disposal shall be maintained for a period of three years.

Gifts:

Gifts to the media centers shall be evaluated to determine their appropriateness before they are placed in any media center. The evaluation shall use the same criteria as for all other materials considered for inclusion in the media centers. Any items determined to be unacceptable shall be returned to the donor or disposed of at the discretion of the media specialist. The media centers shall have a list of desired items to give to prospective donors to aid them in their selection of materials to donate.

Challenges:

The parent of a student affected by a media selection, or a District employee, may formally challenge the appropriateness of a media center selection by following the procedure outlined in this policy. The challenged material shall remain available throughout the challenge process.

Before any formal challenge can be filed, the individual contesting (hereinafter complainant) the appropriateness of the specified item shall request a conference through the principal's office with a licensed media center employee. The complainant shall be given a copy of this policy and the *Request for Formal Reconsideration Form* prior to the conference. The meeting shall take place at the earliest possible time of mutual convenience, but in no case later than five (5) working days from the date of the request unless it is by the choice of the complainant.

In the meeting, the media specialist shall explain the selection criteria and how the challenged material fits the criteria. The complainant shall explain his/her reasons for objecting to the selected material. If, at the completion of the meeting, the complainant wishes to make a formal challenge to the selected material, he/she may do so by completing the *Request for Formal Reconsideration Form* and submitting it to the principal's office.

To review the contested media, the principal shall select a committee of five (5) or seven (7) licensed personnel consisting of the principal as chair and at least one media specialist. The remaining committee members shall be personnel with curriculum knowledge appropriate for the material being contested and representative of diverse viewpoints. The task of the committee shall be to determine if the challenged material meets the criteria of selection. No material shall be withdrawn solely for the viewpoints expressed within it and shall be reviewed in its entirety and not selected portions taken out of context.

The principal shall convene a meeting after a reasonable time for the committee members to adequately review the contested material and the *Request for Formal Reconsideration Form* submitted by the complainant. The complainant shall be allowed to present the complaint to the committee after which time the committee shall meet privately to discuss the material. The committee shall vote by secret ballot to determine whether the contested material shall be removed from the media center's collection. A member from the voting majority shall write a summary of the reasons for their decision. A notice of the committee's decision and the summary shall be given (by hand or certified mail) to the complainant.

If the decision is to not remove the material, the complainant may appeal the committee's decision to the district Board of Directors by filing a written appeal to the Superintendent within 5 working days of the committee's decision or of written receipt of the decision. The Superintendent shall present the original complaint and the committee's decision along with the summary of its reasons for its position plus a recommendation of the administration, if so desired, to the Board within 15 days of the committee's decision. The Board shall review the material submitted to them by the Superintendent and make a decision within thirty (30) days of receipt of the information. The Board's decision is final.

Legal Reference: A.C.A. § 6-25-101 et seq.

Date Adopted: June 13, 2002

Last Revised: August 14, 2003

July 10, 2008

5.7F - REQUEST FOR RECONSIDERATION OF LIBRARY/MEDIA CENTER MATERIALS

Name: _____

Date submitted: _____

Media Center material being contested:

Reasons for contesting the material. (Be specific about why you believe the material does not meet the selection criteria listed in policy **5.7—*Selection of Library/Media Center Materials***):

What is your proposed resolution?

Signature of receiving principal _____

Signature of Superintendent (if appealed) _____

Date Adopted: August 14, 2003

Last Revised:

5.8 - USE OF COPYRIGHTED MATERIALS

Use of Copyrighted Work in Face-to-Face Classroom

The Board of Education encourages the enrichment of the instructional program through the proper use of supplementary materials. To help ensure the appropriate use of copyrighted materials, the Superintendent, or his designee, will provide district personnel with information regarding the “fair use” doctrine of the U.S. Copyright Code as detailed in the “Agreement on Guidelines for Classroom Copying in Not-for-Profit Educational Institutions with Respect to Books and Periodicals” and “Guidelines for Educational Uses of Music.”¹

Use of Copyrighted Works in Digital Transmissions

Definitions

“Class session”² means the length of time provided for students to access the materials necessary for the completion of course assignments and tests. Depending on the copyrighted work's overall importance to the course, which can vary from a single assignment to an entire course focusing on the copyrighted work, the class session will end on:

- The date set by the teacher for an assignment to be submitted; or
- The date on the school calendar for the end of classes.

“Course packs” are premade compilations of book excerpts; newspaper, magazine, and journal articles; and instructor-authored materials.

“Mediated Instructional activities” includes textbooks, workbooks, and course packs.

“Transmission” is the remote accessing, whether on or off campus, by students of a copyrighted work by means of a closed circuit television, an educational television channel, or in a digital format on a password protected secure webpage.³

The District recognizes that advances in technology have resulted in the need for guidelines for the use of copyrighted materials that are transmitted to students through a digital network. While the requirements to use a copyrighted work in a digital transmission have many similarities to those required to use a copyrighted work in a face-to-face classroom, Federal law places several additional requirements on the District’s teachers, IT staff, and librarians for the use of a digitally transmitted copyrighted work. The District is dedicated to providing the tools necessary for teachers, IT staff, and librarians to meet these additional Federal requirements.

The District shall make sure the server where materials are stored is secured, whether the server is located locally or remotely.

The District’s Informational Technologies staff shall develop the proper protocols and train teachers on their use in order to ensure:

1. The transmission of the copyrighted work is limited to only the students enrolled in the course;
 - Each student shall have a unique ID and password for accessing digital courses/materials⁴; or
 - Each course shall have a unique password to access course materials; and
 - The password to access the course materials shall be changed immediately following the close of the course.
2. To prevent students from retaining or further disseminating the copyrighted work for more than one class session;
 - The print function will be disabled;
 - A transparency shall be placed over any literary work, sheet music, or photograph;
 - Audio and video transmissions will be set to be streamed; and
 - The link to the webpage with a copyrighted work shall be deactivated at the end of the applicable class session.

Teachers who wish to provide copyrighted works to students through a digital transmission as part of a digital course as well as teachers wishing to supplement a face-to-face classroom course with a digital transmission must meet applicable copyright statutes and policy 5.11—DIGITAL LEARNING COURSES as well as the following requirements in order to use a

copyrighted work:

- A. The use of the copyrighted work(s), whether in whole or in part, must be a part of regular classroom instruction and must be directly related and of material assistance to the course content;
- B. The extent of a copyrighted work that is used must comply with one or more of the following criteria:
 - The entirety of a nondramatic literary or musical work may be used. A non-dramatic literary work includes poems and short stories. A nondramatic musical work covers all music that is not part of an opera or musical and does not cover the use of the music video format of a song.
 - Dramatic literary and musical works as well as videos may only be used in limited portions. Dramatic literary and musical works may only be used in the same amount as set forth in the requirements for a face-to-face classroom while videos, including music videos, may only have the portion used that is directly related to the subject of the class session and may not be transmitted in their entirety.
 - Still images or slides that a teacher would have used in the ordinary course of a face-to-face classroom session on a projector or a transparency may be used in a transmission.
 - Works primarily produced or marketed for use in the digital education market may not be transmitted.
 - Works the teacher had knowledge or reasonably believes to be unlawfully made or acquired may not be used.
 - Mediated Instructional activities may not be transmitted.
- C. A statement that works may be subject to copyright shall be placed in at least one of the following areas to provide notice to students of copyright status:⁵
 - Course syllabus;
 - Home webpage for the course;
 - Webpage for the particular class session; and/or
 - webpage with the copyrighted work.

The teacher and the District librarian shall work together when making digital copies of copyrighted work from physical or analog versions and shall fulfill the following requirements:

- I. The amount converted is only the amount allowed by law; **and**
- II. The District has no digital copy of the copyrighted work available; **or**
- III. The District's digital copy of the copyrighted work that is available has technological protections that prevent the use of the copyrighted work in the manner prescribed by law.

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

Notes: A useful checklist for Districts to use to help ensure compliance with Federal copyright laws can be found at <http://library.uncc.edu/copyright/TEACH/teachtools>.

¹ Copies of the documents are available by calling the ASBA office.

² No current law or regulation provides a definition for "class session". Unfortunately, the traditional meaning of a class session or a class period is impossible to apply to digital courses. Students have the option to digitally access course materials anytime during the day, may not require spending a certain period of time for a given course each day, and may complete course assignments at a time when the district is closed. Also, a class session cannot be based on a student's logging in to access course materials as there are many valid reasons that would require a student to log in multiple times to complete an assignment. For now, we don't know of any way to avoid the vagueness of the term and the intricacies of legally implementing it.

³ While we recognize the definition of "transmission" appears backwards from a traditional definition, it has been used in this policy because that is its statutory meaning. It actually refers to when students **access** something instead of referring to something being **sent** to students.

There is an important distinction in this policy between a **website** and a **web page**. A website consists of one or more web pages all kept on the same domain while a web page is a single place on a domain. Federal law requires reasonable measures be taken to prevent unauthorized access to copyrighted works. Therefore, districts have to ensure that any "transmission" in a digital format is by means of a password protected secure

webpage. The easiest method for restricting access is by requiring users to enter a password; this does not mean that a password must be entered to access each copyrighted work. When the copyrighted work is accessed by selecting a particular web page from a website, students should only be required to enter a password to access the website and not each individual web page. If the webpage with the copyrighted work is reached from the district's website, then students should be required to enter a password to access the specific webpage. In short, the password should apply to the largest point of entry. Note that there are times when a non-district website would be a single web page. Unfortunately, other than forbidding teachers from doing it, the district would have no control over the requiring of a password to access a website/webpage that is disconnected from both the district site and the digital course sites that is not a website created by the teacher. There would be nothing the school could do if someone disconnected from the school posted a copyrighted work to the web and the teacher provided a link to students.

⁴ This does not require students to have a different ID or password for each digital course the student is enrolled in.

⁵ It is not required that a posting of copyright notice appear in multiple places but is heavily recommended. The more times the notice appears the harder it is for someone to claim to not have seen it.

Cross Reference: 5.11—DIGITAL LEARNING COURSES

Legal Reference: 17 USCS § 101 to 1010 (Federal Copyright Law of 1976)

Date Adopted: June 13th, 2002

Last Revised: April 10th, 2014

5.9 - COMPUTER SOFTWARE COPYRIGHT

The District shall observe copyright laws governing computer software reproduction. Unless specifically allowed by the software purchase agreement, the Copyright Act allows the purchaser of software to:

1. Make one copy of software for archival purposes in case the original is destroyed or damaged through mechanical failure of a computer. However, if the original is sold or given away, the archival copy must be destroyed;
2. Make necessary adaptations to use the program; and/or
3. Add features to the program for specific applications. These improvements may not be sold or given away without the copyright owner's permission.

The District shall abide by applicable licensing agreements before using computer software on local-area or wide-area networks.

Legal Reference: 17 USC § 117 Amended Dec. 12, 1980

Date Adopted: June 13, 2002

Last Revised:

5.10 - RELIGION IN THE SCHOOLS

The First Amendment of the Constitution states that “Congress shall make no law respecting the establishment of religion, or prohibiting the free exercise thereof...” As the Supreme Court has stated (*Abington School District v. Schempp*, 374 U.S. 203) the Amendment thus, “embraces two concepts—freedom to believe and freedom to act. The first is absolute but, in the nature of things, the second cannot be.” Therefore, it is the Board’s policy that the school system, as an agency of the government, shall be neutral in matters regarding religion and will not engage in any activity that either advocates or disparages religion. The District shall assume no role or responsibility for the religious training of any student.

The need for neutrality does not diminish our school system’s educational responsibility to address the historical role of religion in the development of our culture. Since we live in a diverse society, the District’s goal shall be to address the subject of religion objectively in such a way that it promotes an understanding of, and tolerance for, each other’s religious or non-religious views.

Discussions concerning religious concepts, practices, or disciplines are permissible when presented in a secular context in their relation to an inclusive study of religion or to the study of a particular region or country. The discussions shall be such that they are objective and academically informational and do not advocate nor denigrate any particular form of religious practice.

Accommodation will be considered for those portions of instructional activities in the schools that unduly burden a student’s sincere religious belief provided such accommodation doesn’t amount to a significant change in curriculum, program, or course of instruction and when it is possible that a substitution of equally rigorous material that advances the same instructional goals can be arranged. Parents and students are advised that such accommodations are easier to grant when the objection is to non-state mandated Framework material than if the material is required by the Frameworks.

A student or the student’s parent can request the student’s teacher accommodate the student’s objection based on a religious belief to an instructional activity. Any such request must be made at least 25 school days prior to the assignment’s due date. Any objection must be raised in accordance with this policy’s requirements or it will not be considered.

Upon receiving such a request, the student’s teacher shall determine within five (5) work days if an accommodation is possible under the provisions of this policy. If the teacher decides an accommodation cannot be made or if the student or the student’s parent believes the accommodation to be unreasonable, the student or the student’s parent may request a conference with the teacher and the teacher’s principal. A requested conference will occur at a time of mutual convenience, but no later than five (5) working days following the request. The principal shall have five (5) working days in which to make a decision on the appeal. If the student, the student’s parent, or the teacher is unsatisfied with the principal’s decision, it may be appealed to the District Superintendent who shall convene a conference between the student, the parent, and the teacher. The requested conference will occur at a time of mutual convenience, but no later than five (5) working days following the request. The Superintendent shall have five (5) working in which to make a decision on the appeal which shall be final with no further right of appeal.

The teacher in charge of each classroom may, at the opening of school each day, conduct a brief period of silence with the participation of all students in the classroom who desire to participate.*

Students and employees may engage in personal religious practices, such as prayer, at any time, and shall do so in a manner and at a time so that the educational process is not disrupted.

*Legal Reference: A.C.A. § 6-10-115

Date Adopted: June 13, 2002

Last Revised: May 10, 2012

5.11—DIGITAL LEARNING COURSES

Definitions

For the purposes of this policy

“Blended Learning” is education in which instruction and content are delivered through supervised instruction in a classroom and online delivery of instruction with some element of student control over time, place, path, or pace.

“Digital Learning” means a digital technology or internet-based educational delivery model that does not rely exclusively on compressed interactive video (CIV). Digital learning includes online and blended learning.

“Highly Qualified Teacher” means a teacher who holds at least a Bachelor’s Degree and has demonstrated subject area competence in each of the core academic subjects in which the teacher teaches. A highly qualified teacher that delivers digital learning courses under these rules is not required to be licensed as a teacher or administrator by the State Board of Education. This definition, however, does not override the fact that Federal laws or regulations may require teachers in certain subject areas to hold a teaching license (e.g., special education teachers who teach core academic subjects).

"Instructional Materials" means:

1. Traditional books, textbooks, and trade books in printed and bound form;
2. Activity-oriented programs that may include:
 - a. Manipulatives;
 - b. Hand-held calculators;
 - c. Other hands-on materials; and
3. Technology-based materials that require the use of electronic equipment in order to be used in the learning process.

“Online Learning” is education in which instruction and content are delivered primarily over the Internet. The term does not include print-based correspondence education, broadcast television or radio, videocassettes, compact disks and stand-alone educational software programs that do not have a significant Internet-based instructional component.

Digital Course Offerings

The District shall offer one or more digital learning course(s) through one or more District approved provider(s) as either a primary or supplementary method of instruction. The courses may be in a blended learning, online-based, or other technology-based format and shall be tailored to meet the needs of each student.

All digitally offered courses shall meet or exceed the State Board of Education's curriculum standards and requirements and be capable of being assessed and measured through standardized or local assessments. Additionally, the District shall ensure there is sufficient infrastructure to handle and facilitate a quality digital learning environment.

As an approved digital learning provider, the District shall annually determine what District created digital learning courses it will provide to our students.¹ The District may also choose to provide digital learning courses by contracting with outside providers of such courses, who have been pre-approved by the Arkansas Department of Education (ADE). The School Board shall determine the provider method or combination of methods for the District. The Superintendent shall ensure that all digital learning courses provided to District students, regardless of the source of the course, have been approved by ADE.

District created digital courses and any digital courses the district purchases from outside providers shall adhere to the guidelines for the use of digitally transmitted copyrighted materials set forth in Policy 5.8-USE OF COPYRIGHTED MATERIALS as well as applicable statutory requirements.

The District shall require all outside providers to incorporate Policy 5.8 as a condition of the service contract. Failure of the outside provider to abide by Policy 5.8 shall constitute a breach of contract and the outside provider shall be responsible for any costs resulting from such breach.

Students may take _____ digital learning courses. Students must be physically present for _____ each digital learning class he/she takes.²

The District is responsible for providing all instructional materials for each student who enrolls in a District approved digital learning course.³

Regardless of any other provisions of this policy, the District may restrict a student's access to digital courses when the student's school principal determines the student's participation in such a course would not be academically appropriate based on the student's past performance in digital courses. Furthermore, the student's school principal may revoke a student's eligibility to continue taking a digital learning course if the student's performance during the semester indicates the student is not succeeding in the course.⁴

Notes: ¹The district is NOT required to provide its own digital learning courses, but doing so affords the most oversight of what content such courses contain and how the courses are taught. Note that should the district choose to offer digital courses to non-district students, the district will have to go through the same provider approval process as is required for all "outside" providers.

² The statutes and Rules stipulate that the State Board of Education may not require the digital learning provider limit their delivery to districts that require a student's physical presence at a district school for successful completion of such a course nor place a limit on the number of digital learning courses a student may take for credit. While these limitations exist for the State Board, they do not exist for individual districts. There are MANY factors the school board may wish to consider when deciding whether to limit the number of such courses a student may take and/or how many of those will require the student's presence on campus and if so, for what percentage of the class time such presence is required. A partial listing of possible considerations include (It is not the intent of the list to sway a district's decision one way or another, but rather to help ensure that decisions are made after careful and deliberate consideration of the factors involved):

1. What are the effects on district staffing of digitally offering courses?
2. What does the definition of "Highly Qualified Teacher" do to your staffing needs?
3. What are the effects of using outside digital providers? How do these compare and relate to district provided courses?
4. What are the effects on district culture (staff, student, and parent) of "absentee" students and staff?
5. What are the effects on student learning from digital courses? Do the possible effects change as the number of courses are offered within the district?
6. What are the potential financial effects of digitally offering courses?
7. How many students might you lose or gain due to digital course offerings? How many of these might presently be home schooled? What does a "presence required" decision make on recruiting home schooled students?
8. What does digital learning do to your ability to pass a millage?
9. What does digital learning do to your need to pass a millage?
10. What are the effects on non-digitally offered courses due to the presence of digitally offered courses?
11. Will you require "seat time" for each course or for any course? Can a student take an EOC at any time?
12. How do your answers to question #10 affect your district's absentee policy? What does it do to your ADM and foundation funding?

³This sentence is based on the statutory definition of "instructional materials" that is included in the policy. The statute further provides that the instructional materials shall be provided at no cost to students for all subjects taught. This fundamentally effects how you approach the logistics of providing digital learning courses. How a student accesses a course and the student's potential for success in the course can significantly change depending on where the student physically takes the course and the resources available for each student. If you allow students to not be present on campus to take a course, some students will have better access to resources than other students. The result can be less opportunity/options for some students than for others. While this may not be a legal liability issue, it certainly is a fairness issue. Is it fair to establish course offerings in a manner

that allow some students to be successful while not having to physically attend school while others are less likely to be successful due to a lack of access if they don't attend on campus?

⁴ While digital learning offers great promise for engaging students, it also requires maturity and study skills that will not work for some students. The intention of the paragraph is to leave the initial digital enrollment open to previously poor and/or disengaged students who might thrive in a digital format, and yet still give the principal the authority to intervene when it's in the student's best interest.

Cross References: 4.45—SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS FOR THE CLASS OF 2018
AND THEREAFTER
4.45.1—SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS FOR THE CLASSES OF
2015, 2016, AND 2017
5.8—USE OF COPYRIGHTED MATERIALS

Legal References: A.C.A. § 6-16-1401 et seq.
ARKANSAS DEPARTMENT OF EDUCATION RULES GOVERNING
THE DIGITAL LEARNING ACT OF 2013

Date Adopted:
Last Revised:

5.12—~~PROMOTION/RETENTION/COURSE CREDIT FOR K-? SCHOOLS~~— Policy Deleted - Language moved to new policy 4.55

This policy has been combined with the previous version of 5.11, and moved to the student section as a new policy 4.55, which includes additional language relating to the pushback against the Common Core State Standards that did not lend itself to a Section 5 policy. The consolidation of the policies into the student section should also make it easier for districts to work from the policy manual when generating your student handbooks. We will retain the number 5.12 as a place holder for future model policy use.

5.13 - SUMMER SCHOOL

The Paris School District shall offer remediation programs during the year to those students in kindergarten through third grade (K-3) not performing at grade level.

Legal Reference: A.C.A. § 6-16-704

Date Adopted: June 13, 2002

Last Revised:

5.14 - HOMEWORK

Homework is considered to be part of the educational program of the District. Assignments shall be an extension of the teaching/learning experience that promotes the student's educational development. As an extension of the classroom, homework must be planned and organized and should be viewed by the students as purposeful.

Teachers should be aware of the potential problem students may have completing assignments from multiple teachers and vary the amount of homework they give from day to day.

Parents shall be notified of this policy at the beginning of each school year.

Legal Reference: State Board of Education Rules & Regulations: Accreditation Standards 10.07

Date Adopted: February 5, 1987

Last Revised: June 13, 2002

April 12, 2007

5.15 - GRADING

Parents or guardians shall be kept informed concerning the progress of their student. Parent-teacher conferences are encouraged and may be requested by parents, guardians, or teachers. If the progress of a student is unsatisfactory in a subject, the teacher shall attempt to schedule a parent-teacher conference. In the conference, the teacher shall explain the reasons for difficulties and shall develop, cooperatively with the parents, a plan for remediation which may enhance the probability of the student succeeding. The school shall also send timely progress reports and issue grades for each nine-week grading period* to keep parents/guardians informed of their student's progress.

The evaluation of each student's performance on a regular basis serves to give the parents/guardians, students, and the school necessary information to help effect academic improvement. Students' grades shall reflect only the extent to which a student has achieved the expressed educational objectives of the course.

The grades of a child in foster shall not be lowered due to an absence from school due to:

- 1) A change in the child's school enrollment;
- 2) The child's attendance at a dependency-neglect court proceeding; or
- 3) The child's attendance at court-ordered counseling or treatment.

The grading scale for all schools in the District shall be as follows.

A = 100 – 90

B = 89 – 80

C = 79 – 70

D = 69-60

F = 59 and below

For the purpose of determining grade point averages, the numeric value of each letter grade shall be:

A = 4 points

B = 3 points

C = 2 points

D = 1 point

F = 0 points

The grade point values for Advanced Placement (AP), International Baccalaureate (IB), and approved honor courses shall be one point greater than for regular courses with the exception that an F shall still be worth 0 points.

The final grades of students who transfer in for part of a semester will be determined by blending the grades earned in the District with those earned outside the district. Each final grade will be the sum of the percentage of days in the grading period transferred from outside the district times the transferred grade from outside the district plus the percentage of days in the grading period while in the District times the grade earned in the District.

For example: The grading period had 40 days. A student transferred in with a grade of 83% earned in 10 days at the previous school. The student had a grade of 75% in our District's school earned in the remaining 30 days of the grading period. 10 days is 25% of 40 days while 30 days is 75% of 40 days. Thus the final grade would be $.25 (83) + .75 (73) = 75.5\%$.

Legal References: A.C.A. § 6-15-902
 A.C.A. § 9-28-113(f)
 State Board of Education: Standards of Accreditation 12.02
 Arkansas Department of Education Rules and Regulations Governing Uniform
 Grading Scales for Public Secondary Schools

Date Adopted: June 13, 2002

Last Revised: April 10, 2003 May 14, 2009 April 25, 2011 May 10, 2012

5.16—GRADUATION REQUIREMENTS – Policy Deleted - Language moved to 4.45

In an effort to reduce duplicate policies, this policy has been deleted because it is covered by the student section policies 4.45 and the new 4.45.1. The consolidation of the policies into the student section should make it easier for districts to work from the policy manual when generating your student handbooks. We will retain the number 5.16 as a place holder for future model policy use.

5.17 - HONOR GRADUATES

Classes of 2003, 2004, and 2005

A student will be recognized as an honor graduate with a grade point average of 3.5 or above. A student must earn ten credits during grades 9-12 from the following courses:

Accounting	Art IV
Advanced Biology II	Biology I
Advanced English III/Pre-AP English III	Biology II
Advanced Math/Pre-Calculus	Chemistry
Advanced Oral Communications	Computer Science
Algebra II	Contemporary US History (1/2 unit)
Algebra III/Trig	Geometry
AP American History	Global Studies
AP Biology	Office Management
AP Calculus	Physics
AP Chemistry	Spanish I
AP English IV	Spanish II
AP European History	Spanish III
AP Physics	World History II (1/2 unit)
Art III	

Honor graduates must earn a minimum of 20 solid academic credits. Honor graduates must also be enrolled in a minimum of four academic classes as a junior and as a senior.

Honor graduates will be determined after the end of the 3rd nine weeks grading period.

Honor graduates will be properly recognized in the wearing of honor stoles and honor cords in graduation exercises depending on grade point average.

Class of 2006 and Beyond

A student will be recognized as an honor graduate with a grade point average of 3.5 or above. A student must earn ten credits during grades 9-12 from the following courses:

Accounting	AP European History
Advanced Animal Science (1/2 unit)	AP Physics
Advanced Biology II	Pre-AP English III
Advanced Math/Pre-Calculus	Art III
Advanced Oral Communication	Art IV
Algebra II	Chemistry
Algebra III/Trig	Contemporary US History (1/2 unit)
Animal Science (1/2 unit)	Family Dynamics
AP American History	Office Management
AP Biology	Physics
AP Calculus	Spanish II
AP Chemistry	Spanish III
AP English IV	World History II (1/2 unit)

Honor graduates must earn a minimum of 21 solid academic credits. Honor students will be enrolled in a minimum of four academic classes as a junior and as a senior.

Honor graduates will be determined at the end of the 3rd nine weeks grading period.

Honor graduates will be properly recognized in the wearing of honor stoles and honor cords in graduation exercises depending on grade point average.

Legal References: A.C.A. § 6-18-101 (a) (2)
 A.C.A. § 6-18-101 (b)

VALEDICTORIAN AND SALUTATORIAN:

Classes of 2003, 2004, and 2005

Valedictorian will be the student with the highest GPA among the honor graduates who has been enrolled at PHS for their entire senior year.

Salutatorian will be the student with the second highest GPA among the honor graduates who has been enrolled at PHS for their entire senior year.

Class of 2006 and Beyond

Valedictorian will be the student with the highest number of quality points (as used in computing grade point average) from the honor graduates accumulated in grades 9-12 (8th grade Algebra I and Spanish I may also be included if taken for credit). In the event of a tie, all students with the highest total will be recognized as valedictorian.

Salutatorian will be the student with the second highest number of quality points (as used in computing grade point average) from the honor graduates accumulated in grades 9-12 (8th grade Algebra I and Spanish I may also be included if taken for credit). In the event of a tie, all students with the second highest total will be recognized as salutatorian.

Legal References: A.C.A. § 6-18-101 (a) (1)
 A.C.A. § 6-18-101 (b)

Date Adopted: July 11, 2002

Last Revised:

5.18 - HEALTH SERVICES

The Board believes that healthy children promote a better learning environment, are more capable of high student achievement, and will result in healthier, more productive adults. Therefore, the goal of the District's health services is to promote a healthy student body. This requires both the education of students concerning healthy behaviors, as well as providing health care services to pupils.

While the school nurse is under the supervision of the school principal, the delegation of health care duties shall be in accordance with the Arkansas Nurse Practice Act and the Arkansas State Board of Nursing Rules and Regulations Chapter Five: Delegation of Nursing Care.

Date Adopted: June 13, 2002

Last Revised:

~~5.19—EXTRACURRICULAR ACTIVITIES—SECONDARY SCHOOLS— Policy~~

Deleted - Language moved to new policy 4.56

This policy, 5.19.1 and the 7/24/13 version of 5.19.2 have been moved to the student section as new policies 4.56, 4.56.1, and 4.56.2. Policies 4.56 and 4.56.1 include additional language relating to the pushback against the Common Core State Standards that did not lend itself to a Section 5 policy. The consolidation of the policies into the student section should also make it easier for districts to work from the policy manual when generating your student handbooks. We will retain the number 5.19 as a place holder for future model policy use but shall not retain the titles of 5.19.1 and 5.19.2 in the 2014 Master Manual.

**~~5.19.1—EXTRACURRICULAR ACTIVITIES—ELEMENTARY~~ Policy Deleted -
Language moved to new policy 4.56.1**

This policy, 5.19, and the 7/24/13 version of 5.19.2 have been moved to the student section as new policies 4.56, 4.56.1 and 4.56.2. Policies 4.56 and 4.56.1 include additional language relating to the pushback against the Common Core State Standards that did not lend itself to a Section 5 policy. The consolidation of the policies into the student section should also make it easier for districts to work from the policy manual when generating your student handbooks. We will retain the number 5.19 as a place holder for future model policy use but shall not retain the titles of 5.19.1 and 5.19.2 in the 2014 Master Manual.

~~5.19.2—EXTRACURRICULAR ACTIVITY ELIGIBILITY FOR HOME-SCHOOLED STUDENTS~~ Policy Deleted – Language of the 7-24-13 version moved to new policy 4.56.2

The 7/14/13 version of this policy, 5.19 and 5.19.1 have been moved to the student section as new policies 4.56, 4.56.1, and 4.56.2. The 7/24/13 version of 5.19.2 is NOT the one included in the July 2013 CD because the CD went out in early July. Policies 4.56 and 4.56.1 include additional language relating to the pushback against the Common Core State Standards that did not lend itself to a Section 5 policy. The consolidation of the policies into the student section should also make it easier for districts to work from the policy manual when generating your student handbooks. We will retain the number 5.19 as a place holder for future model policy use but shall not retain the titles of 5.19.1, and 5.19.2 in the 2014 Master Manual.

5.20 - DISTRICT WEB SITE

The Paris School District shall maintain a web page to provide information about its schools, students, and activities to the community. This policy is adopted to promote continuity between the different pages on the district web site by establishing guidelines for their construction and operation.

The Paris School District web site shall be used for educational purposes only. It shall not create either a public or a limited public forum. Any link from any page on the District's site may only be to another educational site. The web site shall not use "cookies" to collect or retain identifying information about visitors to its web site nor shall any such information be given to "third parties." Any data collected shall be used solely for the purpose of monitoring site activity to help the District improve the usefulness of the site to its visitors.

Each school's web page shall be under the supervision of the school's web master and the District's web site shall be under the supervision of the District's web master. They shall have the responsibility for ensuring that web pages meet appropriate levels of academic standards and are in compliance with these guidelines and any additional administrative regulations. To this end the district and school web masters shall have the authority to review and edit any proposed changes to web pages to ensure their compliance with this policy. All such editing shall be viewpoint neutral.

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

- 1) All pages on the District's web site may contain advertising and links only to educational sources.
- 2) The District's home page shall contain links to existing individual school's web pages and the school home pages shall link back to the District's home page. The District's home page may also include links to educational extracurricular organization's web pages which shall also link back to the District's home page.
- 3) Photos along with the student's name shall only be posted on web pages after receiving written permission from the student or their parents if the student is under the age of 18.
- 4) The District's web server shall host the Paris District's web site.
- 5) No web page on the District web site may contain public message boards or chat rooms.
- 6) All web pages on the District web site shall be constructed to download in a reasonable length of time.
- 7) The District's home page shall contain a link to a privacy policy notice which must be placed in a clear and prominent place and manner.
- 8) With the exception of students who may retain the copyright of material they have created that is displayed on a District web page, all materials displayed on the District web site are owned by the Paris School District.
- 9) Included on the District's web site shall be:
 - Local and state revenue sources;
 - Administrator and teacher salary and benefit expenditure data;
 - District balances, including legal balances and building fund balances;
 - Minutes of regular and special meetings of the School Board;
 - The District's budget for the ensuing year;
 - A financial breakdown of monthly expenditures of the District;
 - The salary schedule for all employees including extended contract and supplementary pay amounts;
 - Current contract information (not including social security numbers, telephone numbers, personal addresses or signatures) for all District employees; The District's annual budget; The annual statistical report of the District; The District's personnel policies.

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

Legal References: A.C.A. § 6-11-129
 20 U.S.C. § 1232 g
 15 U.S.C. § 6501 (COPPA)

Date Adopted: August 14, 2003

Last Revised: June 8, 2006

June 16, 2011

5.20.1 - WEB SITE PRIVACY POLICY

The Paris School District operates and maintains a web site for the purpose of informing the citizens of the district about its activities. The web site does not use “cookies” or ISP addresses to collect or retain personally identifying information about visitors to its web site nor is any such information given to “third parties”. Any data collected is used solely for the purpose of monitoring site activity to help the district improve the usefulness of the site to its visitors.

The site serves no commercial purpose and does not collect any information from individuals for such purpose.

Photographs of students, when associated with the student’s name, shall not be displayed on any page of the district’s web site without the prior written consent of the parent (or the student if 18 or older).

The site provides for email communication between the District and individuals for the purpose of exchanging information regarding the District and its activities or between teachers and their students. The site may also provide for password protected communication between the District and its staff.

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

Date Adopted: August 14, 2003

Last Revised: June 8, 2006

July 10, 2008

5.20F1 - PERMISSION TO DISPLAY PHOTO OF STUDENT ON WEB SITE

I hereby grant permission to the Paris School District to display the photograph or video clip of me/my student (if student is under the age of eighteen {18}) on the District's web site, including any page on the site, or in other District publications without further notice. I also grant the Paris School District the right to edit the photograph or video clip at its discretion.

The student's name may be used in conjunction with the photograph or video clip. It is understood, however, that once the photograph or video clip is displayed on a web site, the District has no control over how the photograph or video clip is used or misused by persons with computers accessing the District's web site.

Name of student (Printed)

Signature of student (only necessary if student is over 18)

Signature of parent (required if student is under 18)

Date

5.21 - ADVANCED PLACEMENT

Students who take advanced placement courses, International Baccalaureate courses, concurrent college courses for weighted credit, or honors courses approved for weighted credit by the Arkansas Department of Education shall be graded according to the following schedule.

A = 100 – 90

B = 89 – 80

C = 79 – 70

D = 69-60

F = 59 and below

For the purpose of determining grade point averages, the numeric value of each letter grade shall be

A = 5 points

B = 4 points

C = 3 points

D = 2 point

F = 0 points

For a student to be eligible to receive weighted credit for an AP, or IB course, the student's course must have been taught by an Arkansas licensed teacher who has received the appropriate training required by Arkansas statute and ADE Rule or, for an AP teacher, is in the process of completing an Additional Training Plan.

Additionally, for students taking AP or International Baccalaureate courses to receive weighted credit they must take the applicable AP or IB examination after completing the entire course. Credit shall be given for each grading period during the course of the year, but shall be retroactively removed from a student's grade for any course in which the student fails to take the applicable AP exam. Students who do not take the AP exam shall receive the same numeric value for the grade he/she receives in the course as if it were a non-AP course.

"Honors Courses" are those courses that have been approved by a Department of Education Committee as honors courses. Honors courses must stress higher order learning and be offered in addition to curriculum offerings required by the Standards for Accreditation, Arkansas Public Schools.

Students who transfer into the district will be given weighted credit for the Advanced Placement courses, International Baccalaureate courses, honors courses approved by the Arkansas Department of Education, and concurrent college courses taken for weighted credit at his/her previous school(s) according to the preceding scale.

Legal References: Arkansas Department of Education Rules and Regulations Governing Uniform Grading Scales for Public Secondary Schools

ADE Rules Governing Advanced Placement Courses in the Four Core Areas in High School

A.C.A. § 6-18-902(c)(1)

A.C.A. § 6-16-806

Date Adopted: April 10, 2003

Last Revised: April 14, 2005

July 10, 2008

July 18, 2013

5.22 - CONCURRENT CREDIT

A ninth through twelfth grade student who successfully completes a college course(s) from an institution approved by the Arkansas Department of Education shall be given credit toward high school grades and graduation at the rate of 1 high school credit for each three (3) semester hours of college credit. Unless approved by the school's principal, **prior to enrolling for the course**, the concurrent credit shall be applied toward the student's graduation requirements as an elective.

A student, who takes a three-semester hour remedial/developmental education course, as permitted by the ADE Rules Governing Concurrent College and High School Credit, shall be the equivalent of one-half unit of credit for a high school career focus elective. The remedial/developmental education course cannot be used to meet the core subject area/unit requirements in English and mathematics.

Participation in the concurrent high school and college credit program must be documented by a written agreement between:

- The District's student, and his or her parent(s) or guardian(s) if the public school student is under the age of eighteen (18);
- The District; and
- The publicly supported community college, technical college, four-year college or university, or private institution the student attends to take the concurrent credit course.

Students are responsible for having the transcript for the concurrent credit course(s) they've taken sent to their school in order to receive credit for the course(s). Credit for concurrent credit courses will not be given until a transcript is received. Transcripts for students who take concurrent credit courses as partial fulfillment of the required full day of class for students in grades 9-12 (see Policy 4.44) are to be received by the school within sixty (10) school days of the end of the semester in which the course is taken. Students may not receive credit for the course(s) they took or the credit may be delayed if the transcripts are not received in time, or at all. This may jeopardize students' eligibility for extracurricular activities, or graduation.

Students will retain credit earned through the concurrent credit program which was applied toward a course required for high school graduation from a previously attended, accredited, public school.

Any and all costs of higher education courses taken for concurrent credit are the student's responsibility.

Legal Reference:

A.C.A. § 6-18-902(c)(2)

Arkansas Department of Education Rules and Regulations: Concurrent College and High School Credit for Students Who Have Completed the Eighth Grade

Date Adopted: April 10, 2003

Last Revised: April 14, 2005

April 12, 2007

July 18, 2013

5.23—EQUIVALENCE BETWEEN SCHOOLS #1*

The Paris School District is committed to providing a quality education for all students in each of the district's schools. The equitable distribution of district resources is one means the district shall use to ensure all of its students receive a quality education. The Board directs that services in Title I schools, when taken as a whole, be at least comparable to services in schools that are not receiving Title I funds. Curriculum materials, instructional supplies, and the percentages of highly qualified personnel shall be equivalent between all schools in the district when compared on a school-by-school basis. Specifically, the goal of the district is to have its students given an equitable opportunity to learn regardless of the school they attend within the district.

The Board understands that the equivalence between schools shall not be measured by such things as : Changes in enrollment after the start of the school year;

Varying costs associated with providing services to children with disabilities,

Unexpected changes in personnel assignments occurring after the beginning of the school year;

Expenditures on language instruction education programs and;

Other expenditures from supplemental State or local funds consistent with the intent of Title I.

Notes: NCLB requires the district to “develop procedures for compliance” with this policy and to “maintain records that are updated biennially documenting ... compliance...” [Section 1120A (c)(3)(A) and (B)]

*This policy is for districts with both Title I schools and non-Title I schools with more than one building for each grade span. This policy is **not** required for districts with only one building per grade span.

Legal Reference: 20 USC § 6321(a),(b), and (c) [NCLB Act of 2001 Section 1120A]

Date Adopted: July 18, 2013

Last Revised:

5.24 - STUDENT PARTICIPATION IN SURVEYS

Section One: No student shall be required to submit to a survey, analysis, or evaluation which is administered or distributed by a school, and is funded in whole or in part by any program administered by the U.S. Department of Education without the prior written consent of the parent/guardian that reveals information concerning the following:

- political affiliations;
- mental and psychological problems potentially embarrassing to the student or his family;
- sex behavior and attitudes;
- illegal, anti-social, self-incriminating, and demeaning behavior;
- critical appraisals of other individuals with whom respondents have close family relationships;
- legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
- religious practices, affiliations, or beliefs of the student or student's parent; or
- income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Section Two: No surveys shall be administered without the prior approval of the school principal. Any survey created by a third party, or funded, in whole or in part, as part of any US Department of Education administered program, containing one or more of the eight categories listed above shall be available to be inspected by a student's parent/guardian before the survey is administered or distributed by a school to a student. Parents/guardians shall have the right to deny permission for their child to participate in the taking of the survey. The school shall not penalize students whose parents/guardians exercise this option. The school shall take reasonable precautions to protect students' privacy during their participation in the administration of any survey, analysis, or evaluation containing one or more of the eight categories listed above.

Section Three: Parents or guardians wishing to inspect a survey, analysis, or evaluation shall be able to do so in the administrative office of the administering school where the surveys shall be available for inspection for a period of ten (10)* days (regular school days when school is in session) after the notice of intent to administer the survey is sent. Included in the notice shall be information regarding how the survey or questionnaire will be administered; how it will be utilized; and the persons or entities that will have access to the results of the completed survey or questionnaire. Parents may refuse to allow their student to participate before or after reviewing the survey or questionnaire.

The requirements of sections one, two, and three of this policy do not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (IDEA).

Section Four: Prior written parental permission is required before any survey or questionnaire (not including tests mandated by state or Federal law or regulation and standardized scholastic achievement tests) is administered to a student the responses to which are to be provided to a person or entity other than another public school, school district, or any branch of the Federal Government and which requests or requires a student to provide any of the eight (8) categories of information listed above and/or the following:

- ❑ A student's name;
- ❑ The name of the student's parent or member of the student's family;
- ❑ The address, telephone number, or email address of a student or a member of a student's family;
- ❑ A personal identification number, such as a social security number, driver's license number, or student identification number of a student or a member of the student's family;
- ❑ Any information, the disclosure of which is regulated, or prohibited by any other state or federal law or regulation.

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

Legal Reference: 20 USC § 1232h (a), (b), (c) [NCLB Act of 2001, Part F, Section 1061 (c) (1)(A)(i)(ii)(B), (2)(A)(i)(ii)(B)(C)(ii), (5)(A)(ii)(B), (6)(C)(F)(G)]
ACA § 6-18-1301 et seq.

Date Adopted: August 14, 2003

Last Revised:

5.24F1 - OBJECTION TO PARTICIPATION IN SURVEYS, ANALYSIS, OR EVALUATIONS

I, the undersigned, being a parent or guardian of a student, or a student eighteen (18) years of age or older, hereby note my objection by the student named below in the following survey, analysis, or evaluation.

I choose not to have my student participate in the following survey, analysis, or evaluation.

Name of specific survey _____

_____ All surveys

Name of student (printed)

Signature of parent (or student if 18 or older)

Date form was filed (TO BE FILLED IN BY OFFICE PERSONNEL)

5.24F2 - PERMISSION TO PARTICIPATE IN A SURVEY, ANALYSIS, OR EVALUATION

I, the undersigned, being a parent or guardian of a student, or a student eighteen (18) years of age or older, hereby grant my permission for the student named below to participate in the following survey, analysis, or evaluation.

Name of Survey _____

Name of student (printed)

Signature of parent (or student if 18 or older)

Date form was filed (TO BE FILLED IN BY OFFICE PERSONNEL)

5.25—MARKETING OF PERSONAL INFORMATION

The Paris School District shall not collect, disclose, or use personal information for the purpose of marketing or for selling that information or to otherwise provide that information to others for that purpose.

Personal information is defined, **for the purposes of this policy only**, as individually identifiable information including a student or parent’s first and last name, a home or other physical address (including street name and the name of the city or town), telephone number, and social security identification number.

The district may collect, disclose, or use personal information that is collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions such as the following:

College or other postsecondary education recruitment, or military recruitment;
Book clubs, magazines, and programs providing access to low cost literary products;
Curriculum and instructional materials used by elementary schools and secondary schools;
Tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments;
The sale by students of products or services to raise funds for school related or education related activities; and Student recognition programs.

Notes: This policy is to be developed in conjunction with parents.

Parents must be “directly” notified of this policy, at least annually at the beginning of the school year, and within a reasonable period of time after any substantive change in the policy.

¹ While the law does allow a school or district to collect and disclose “personal information” for marketing purposes under certain circumstances, the requirements for doing so are such that ASBA recommends you simply not go there. If you’re extremely determined to do so, look at 20 USC § 1232h (c) [NCLB Act of 2001, Part F, Section 1061 (c) (6)(E)(F)(i) (ii) to help you make your final decision.

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

Date Adopted:

Last Revised: July 18, 2013

5.26 - ALTERNATIVE LEARNING ENVIRONMENTS

The District shall provide an eligible alternative learning environment (ALE) for each eligible ALE student enrolled in a District school. The ALE shall be part of an intervention program designed to provide guidance, counseling, and academic support to students who are experiencing emotional, social, or academic problems. Placement of a student in an ALE shall not be punitive in nature.

The superintendent or designee shall appoint an Alternative Education Placement Team which shall have the responsibility of determining student placement in the ALE. A student may be enrolled in an ALE only on the referral of the Alternative Education Placement Team. The team's placement decision is final and may not be appealed.¹

The team is to be comprised of the following:

- a school counselor from the referring school;
- the ALE administrator and/or ALE teacher;
- the building principal or assistant principal from the referring school;
- a parent or legal guardian (if they choose to participate);
 - The District shall document its efforts to contact the student's parent or guardian to schedule a meeting or a phone call for a placement meeting at the parent or guardian's convenience, and maintain such documentation in the student's Student Action Plan (SAP).
- LEA special education/504 representative (if applicable);
- at least one (1) of the student's regular classroom teacher(s); and
- if the District so chooses, the student.

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

- a) Disruptive behavior;
- b) Dropping out from school;
- c) Personal or family problems or situations;
- d) Recurring absenteeism;

For the purposes of the ALE, personal or family problems or situations are conditions that negatively affect the student's academic and social progress. These may include, but are not limited to:

- e) Ongoing, persistent lack of attaining proficiency levels in literacy and mathematics
- f) Abuse: physical, mental, or sexual;
- g) Frequent relocation of residency;
- h) Homelessness;
- i) Inadequate emotional support;
- j) Mental/physical health problems;
- k) Pregnancy; or
- l) Single parenting.

No later than five (5) school days after a student begins alternative education interventions, the Alternative Education Placement Team shall develop a signed agreement between the ALE, the parent or legal guardian (if they choose to participate), and the student, outlining the responsibility of the ALE, parent or legal guardian, and the student to provide assurance that the plan for each student is successful.

No later than one (1) week after a student begins alternative education interventions, the Alternative Education Placement Team shall assess the student's current functioning abilities and all relevant social, emotional, academic, career, and behavioral information and develop an SAP outlining the intervention services to be provided to the student that is in compliance with the Arkansas Department of Education (ADE) Rules. The SAP may be revised from time to time by the ALE placement team and a positive behavior or transitional plan shall be developed and added to the SAP prior to a student's return to the regular educational environment.

The district's ALE program shall follow class size, staffing, curriculum, and expenditure requirements identified in the ADE Rules.

Note: ¹The Rules are silent on appeals, but we believe the policy should have language in this regard. You may choose to leave the language as is or change it to have the decision able to be appealed to the Superintendent or the superintendent's designee. Even if you allow for an appeal, board involvement in student assignment issues is outside of the scope of their authority.

Legal References: A.C.A. § 6-20-2305(b)(2)
 A.C.A. § 6-48-101 et seq.
 ADE Rules Governing the Distribution of Student Special Needs Funding and the Determination
 of Allowable Expenditure of These Funds – 3.01, 4.00, and 8.0

Date Adopted November 11th, 2004

Last Revised: June 8th, 2006
 April 10th, 2014

5.27 - ENGLISH LANGUAGE LEARNERS

The district shall utilize the special needs funding it receives for identified English Language Learners on activities, and materials listed in the ADE Rules Governing the Distribution of Student Special Needs Funding and the Determination of Allowable Expenditure of These Funds.

The expenditures of ELL supplemental funding shall be evaluated at least annually to determine their overall effectiveness. The evaluation shall specifically address how the use of ELL funds is in alignment with the district's ACSIP in addressing identified achievement gaps and student performance deficiencies.

Legal References: A.C.A. § 6-20-2305(b)(3)
 A.C.A. § 6-15-426(f)
 ADE Rules Governing the Distribution of Student Special Needs Funding and the Determination
 of Allowable Expenditure of These Funds – 3.09, 5.00, 8.00

Date Adopted: November 11, 2004

Last Revised: August 9, 2007

 April 10th, 2014

5.28 - NATIONAL SCHOOL LUNCH ACT FUNDING EXPENDITURES

Funding received from the state based on the number of students eligible for free and reduced-priced meals under the National Student Lunch Act shall be expended in accordance with guidelines outlined in the ADE Rules Governing the Distribution of Student Special Needs Funding and the Determination of Allowable Expenditure of These Funds.

The District shall at least annually evaluate programs supported by NSLA funds to determine the effectiveness of the programs and to ensure they are providing intervention/prevention services designed to increase student achievement which are in alignment with the district's ADSIP.

Legal References: A.C.A. § 6-20-2305(b)(4)
 A.C.A. § 6-15-426(f)
 ADE Rules Governing the Distribution of Student Special Needs Funding and the Determination
 of Allowable Expenditure of These Funds 3.12, 3.17, 3.18, 6.00, and 8.00

Date Adopted: November 11, 2004

Last Revised: August 9, 2007

 April 10th, 2014

5.29 - WELLNESS POLICY

The health and physical well-being of our students directly affects their ability to learn. Childhood obesity increases the incidence of adult diseases occurring in children and adolescents such as heart disease, high blood pressure and diabetes. The increased risk carries forward into their adulthood. Research indicates that a healthy diet and regular physical activity can help prevent obesity and the diseases resulting from it. It is understood that the eating habits and exercise patterns of students cannot be magically changed overnight, but at the same time, the Board of Directors believes it is necessary to strive to create a culture in our schools that consistently promotes good nutrition and physical activity.

The problem of obesity and inactivity is a public health issue. The Board of Directors is keenly aware that it has taken years for this problem to reach its present level and will similarly take years to correct. The responsibility for addressing the problem lies not only with the schools and the Arkansas Department of Education, but with the community and its residents, organizations and agencies. Therefore, the District shall enlist the support of the larger community to find solutions which improve the health and physical activity of our students.

Goals

In its efforts to improve the school nutrition environment, promote student health, and reduce childhood obesity, the District will adhere to the Arkansas Rules Governing Nutrition and Physical Activity Standards in Arkansas Public Schools. To promote nutrition, physical activity, and other school based activities that will improve student wellness, the District has established the following goals:

- ❑ Appoint a district school health coordinator (designated district official) who shall be responsible for ensuring that each school fulfills the requirements of this policy;
- ❑ Implement a grade appropriate nutrition education program that will develop an awareness of and appreciation for nutrition and physical activity throughout the curriculum;
- ❑ Enforce existing physical education requirements and engage students in healthy levels of vigorous physical activity;
- ❑ Strive to improve the quality of physical education curricula and increase the training of physical education teachers;
- ❑ Follow the Arkansas Physical Education and Health Education Frameworks in grades K-12;
- ❑ Not use food or beverages as rewards for academic, classroom, or sports performances;
- ❑ Ensure that drinking water is available without charge to all students;
- ❑ Establish class schedules and bus routes that don't directly or indirectly restrict meal access;
- ❑ Provide students with ample time to eat their meals in pleasant cafeteria and dining areas;
- ❑ Establish no more than nine (9) school-wide events which permit exceptions to the food and beverage limitations established by the Rule. The schedule of events shall be by school, approved by the principal, and shall be part of the annual school calendar;
- ❑ Abide by the current allowable food and beverage portion standards;
- ❑ Meet or exceed the more stringent of Arkansas' or the U.S. Department of Agriculture's Nutrition Standards for reimbursable meals and a la' carte foods served in the cafeteria;
- ❑ Restrict access to vended foods, competitive foods, and foods of minimal nutritional value (FMNV) as required by law and Rule;
- ❑ Conform new and/or renewed vending contracts to the content restrictions contained in the Rules and reduce district dependence on profits from the sale of FMNV;
- ❑ Provide professional development to all district staff on the topics of nutrition and/or physical activity;
- ❑ Utilize the School Health Index available from the Center for Disease Control (CDC) to assess how well the district is doing at implementing this wellness policy and at promoting a healthy environment for its students.

Advisory Committee

To enhance the District's effort to improve the health of our students, a School Nutrition and Physical Activity Advisory Committee (SNPAAC) shall be formed. It shall be structured in a way that ensures age-appropriate recommendations

are made which correlate to our District's grade configurations. The SNPAAC shall have the powers and responsibilities delegated to it by statute and Rule and are incorporated into this policy by reference. The overarching goal of the committee shall be to promote student wellness by monitoring how well the District is doing at implementing this policy. The SNPAAC shall use modules 1, 2, 3, 4, and 8 of the CDC's School Health Index as a basis for assessing each school's progress toward meeting the requirements of this policy. The results of the annual assessment shall be included in each school's ACSIP, provided to each school's principal, and reported to the board. Goals and objectives for nutrition and physical activity shall also be included in the ACSIP.

Parent, students, the district's teachers of physical education, school health professionals, the District School Board of Directors, the District's school administrators, members of the community, and representatives of the District's school food authority shall be included in the development, implementation, and periodic review of the District's wellness policy to the extent interested persons from each group desire to be included.

The SNPAAC shall provide recommendations to the school district concerning menus and other foods sold in the school cafeteria. Such recommendations shall be based, at least in part, on the information the Committee receives from the District on the requirements and standards of the National School Lunch Program and information from menus for the National School Lunch Program and other food sold in the school cafeteria on a quarterly basis.

The District shall periodically assess, with input from the SNPAAC, the District and individual schools' status regarding implementing this policy. The assessment shall be based at least in part on:

- the extent to which District schools are in compliance with this policy;
- the extent to which this policy compares to other model local school wellness policies; and
- a description of the progress made in attaining the goals of this policy.

The assessment results along with the content of this policy shall be periodically reported to the public, including parents, students, and other members of the community.

Legal References: Richard B. Russell National School Lunch Act 42 U.S.C. § 1751 et seq. as amended by PL 111-296 (Section 204) of 2010. (Section 204 is codified at 42 U.S.C. § 1758(b))
Child Nutrition Act of 1966 42 U.S.C. § 1771 et seq.
A.C.A. § 6-20-709
A.C.A. §§ 20-7-133, 134, and 135
ADE Rules Governing Nutrition and Physical Activity Standards in Arkansas Public Schools Allowable Competitive Foods/Beverages – Maximum Portion Size List for Middle, Junior High, and High School Nutrition Standards for Arkansas Public Schools

Date Adopted: April 12, 2007

Last Revised: May 10, 2012

6.1 COMMUNICATION GOALS

The single most significant factor in student achievement is the teacher. The teacher's effectiveness is greatly enhanced when supported by the school community as a whole, the student's home, and the community at large. The Arkansas General Assembly and the Department of Education have demonstrated their understanding of the importance of involving such groups by repeatedly mandating their inclusion in the educational system and process. Communication with staff, parents, grandparents, legal guardians, business, and community members is fundamental to increasing their concern for, and involvement in, raising student achievement.

Communication should be two-way between the District and the public. The communications program shall strive to:

Increase mutual understanding, trust, and support between the District and parents, business, and the community as a whole;

Keep District staff regularly informed of upcoming District programs and events as well as noteworthy staff and student accomplishments to enable all the staff to help promote positive public relations;

Create and disseminate brochures, flyers, and fact sheets that will help parents and community members better understand school policies and procedures and acquaint them with areas where their volunteer services are most needed;

Inform legislators of the accomplishments of the District's students and staff, as well as how proposed legislation could affect the district;

Maintain good relations with the news media and provide the media with pertinent news releases; and

Increase the participation of parents, grandparents, legal guardians, business, and community members in school activities and programs.

The Board will appoint committees, when appropriate, to help the District examine issues facing it. Such committees may include members of the public, students, parents, and school employees, as well as members of the Board. Members may serve until the committee makes its non-binding recommendations to the Board.

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

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

Legal References: A.C.A. § 6-18-1003 (2)
 A.C.A. § 6-18-1005 (a) (1) (H)
 A.C.A. § 6-15-1005 (c), (f) (1) (2)
 A.C.A. § 6-16-603 (a) (3)
 A.C.A. § 25-19 106
 Arkansas State Board of Education: Standards for Accreditation: 7.02.3
 Arkansas Department of Education: Gifted and Talented Program Approval Standards: 4.0; 10.03

Date Adopted: June 13, 2002

Last Revised:

6.2 RELATIONS WITH SCHOOL SUPPORT ORGANIZATIONS

The Board recognizes and values the many contributions support organizations make to the District's schools. Parent/teacher organizations and booster clubs work to augment and strengthen the District's educational and extracurricular objectives through the goods and services they provide.

Existing Organizations:

The Band Parents' Club, the Quarterback Club, the Mama Eagles, and the Eagle Basketball Club have agreed, upon approval of the Paris Board of Education, to organize and supervise high quality and efficient concession stands located in the athletic facilities of the Paris School District. Specifically these concession areas are:

- The Band Parents will operate the football concession stand located in the Field House. Ten percent of the net profit from sales will be contributed to the Paris School District to be applied to non-revenue sports programs.
- The Quarterback Club will operate a visitors' concession stand on the west side of the football field. Ten percent of the net profit from sales will be contributed to the Paris School District to be applied to non-revenue sports programs.
- The Mama Eagles will operate a popcorn concession stand in the Field House Complex. Ten percent of the net profit from sales will be contributed to the Paris School District to be applied to non-revenue sports programs.
- The Eagle Basketball Club will operate a basketball concession stand in the new Gym. Twenty-five percent of the net profit from sales will be contributed to the Paris School District to be applied to non-revenue sports programs.

Each of these organizations will design and operate an effective and functional concession stand within their location; purchase and stock supplies and concession-type food items; supervise and establish operational guidelines, staff, and sales; and, verify and account for monies received and expended. Accounting procedures will include, but not be limited to, the following:

- 1) All expenditures must be verified by invoice.
- 2) All monies received and accounted for must be verified by the signature of two (2) club members.
- 3) Individual club treasurers will be required to comply with standard accounting procedures.

Each organization will submit a monthly financial report to the Superintendent by the tenth of each month to be presented to the School Board at the regular monthly meeting. A comprehensive year-end financial report will be submitted to the Superintendent at the end of the regular season games respectively.

The above listed conditions do not apply to district, regional, and/or state athletic tournaments as they have their own rules and regulations.

New Organizations:

Groups wishing to be recognized as a support organization as of July 1, 2002, must have open membership and have their by-laws approved by the school Principal, the Superintendent, and the Board of Education. School personnel shall assist approved booster organizations in their efforts to the extent practicable. Meetings of such organizations, cleared through the principal, shall not be subject to school use fees. School staff members are encouraged to attend and participate.

Fund-raising activities are to be approved in advance by the principal or his/her designee. Prior to the donation of equipment and/or supplies to the school, the organization should seek the advice of the principal to help ensure the compatibility of the donation with present school equipment. All equipment donated to the District becomes the property of the District.

Date Adopted: April 04, 1994

Last Revised: October 06, 1994

June 13, 2002

6.3 PUBLIC GIFTS AND DONATIONS TO THE SCHOOLS

The District and the Board of Education may receive monetary gifts or donations of goods or services which serve to improve or enhance the goals of the District. Any gifts to the District become the property of the District and are subject to the same regulations as any other District owned property.

It is a breach of ethical standards and a violation of Arkansas law for any Board member, administrator, or District employee to, in any manner, receive a gift in return for employment, or to influence the award of any contract or transaction with the District. Prior to accepting any gift or donation in the name of a school or the District, all personnel shall examine the "reasonableness" of the gift against its potential for real or perceived violation of the aforementioned ethical standards.

The Board reserves the right to not accept any gift or donation that would not contribute to the attainment of District goals or that would obligate the District to unacceptable outlays of District resources. The administration shall present for Board consideration and approval any gifts or donations that they deem could so obligate the District.

The Board will strive to honor the donor's intent regarding gifts earmarked for a specific purpose. Laws and District's needs change with time and the District reserves the right to adjust the use of any gift to meet current needs of the educational program.

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

Date Adopted: June 13, 2002

Last Revised:

6.4 VOLUNTEERS

Enlisting the support of volunteers is a way in which the District can expand the scope of resources and knowledge available to enrich the students' educational experiences, while strengthening the relationship between the school and the community. Volunteers can also perform non-instructional tasks that allow licensed personnel more time to devote to instruction.

The Superintendent shall be responsible for establishing and maintaining a program to coordinate the services volunteers are willing and able to contribute with the needs of District personnel. The program shall establish guidelines to ensure volunteers are aware of pertinent District policies and rules. Volunteers who violate school policies or rules, or knowingly allow students to violate school rules, may be asked to leave the school campus. The guidelines should also include provision for evaluation of the volunteer program and a method for soliciting suggestions from both the volunteers and staff for its improvement.

Background Checks for Volunteers

For the purposes of this policy, "clear background check" shall mean that a background check was performed, as authorized by A.C.A. §§ 12-12-1601 et seq., and that a potential school volunteer has not committed any of the crimes or offenses contained in A.C.A. §§ 6-17-410, 6-17-411 or 6-17-414, as amended, with regard to both the Arkansas and national background checks, and whose name is not found on the Child Abuse Central Registry.

A person wishing to volunteer in a capacity that requires a background check may not perform volunteer services requiring a background check until a clear background check is received by the District. Once received, a clear background check is good for ____ years¹; a background check renewal must be applied for and a clear background check received prior to the time of renewal or an interruption of permitted volunteer service could occur. A clear background check will be accepted of any individual wishing to volunteer provided it was conducted within the timeframe provided for in this policy.

Option A: The Application for an initial background check may be made through the District administrative office. The District may charge the potential volunteer the same fee charged by the State of Arkansas for performing the check. For a volunteer who has passed his/her previous background check, the District will incur the fee charged by the State of Arkansas for performing a renewal background check.²

Option B: The Application for an initial background check may be made through the District administrative office. The District will incur the fee charged by the State of Arkansas for performing the initial check and any renewal checks.²

A person who failed a previous background check may petition the Board for a waiver from this policy's requirement. The petition shall be accompanied by a signed authorization for disclosure of his or her entire criminal and child abuse registry history. In deciding whether to grant a waiver, the board may take into consideration the circumstance or circumstances under which the act or omission leading to conviction or Child Abuse Registry true finding, the age of the person at the time of the act or omission, the length of time that has passed without reoffending, and other relevant circumstances. If the Superintendent recommends a waiver be granted, the Board may, by a majority vote adopt a resolution providing an exception to this policy's requirement for a time period not to exceed five years. The board must consider this matter in open session, and may not confer or deliberate in closed or executive session.

The board shall not have the authority to waive the application of this policy to any potential volunteer who is a Registered Sex Offender.

Option 1: Clear background checks for school volunteers are only required for those individuals who are required to be or who seek to become Registered Volunteers, as defined in A.C. A. § 6-22-102 et seq.³

Option 2: Clear background checks for school volunteers are only required for those individuals who wish to accompany students on overnight school trips.³

Option 3: Clear background checks for school volunteers are only required for those individuals who wish to volunteer to work one-on-one or in small groups of five or fewer students, such as a tutor or a mentor. ³

Option 4: Clear background checks for school volunteers are only required for those individuals who will volunteer for more than _____ hours in a school year. ^{3,4}

Option 5: Clear background checks for school volunteers are only required for those individuals who will volunteer for the _____, _____, and _____ volunteer programs. ^{3,5}

Option 6: Clear background checks for school volunteers are required prior to any volunteer service to the school district, school, teacher, or classroom, and all clear check volunteers will be issued special volunteer identification to wear prominently when performing their volunteer duties; no person may serve as a volunteer without wearing the provided identification. ³

No information relating to the application for or receipt of a criminal background check, including that a background check has or has not been applied for, shall be subject to disclosure under the Arkansas Freedom of Information Act, as provided by A.C.A. §§ 12-12-1601 et seq. Requests for background checks and reports on background checks obtained under this policy shall be retained by the district for a minimum of three years.

Notes: Background checks for public school volunteers are **not** required by law, but a mechanism exists to provide schools with the results of background checks if the school chooses by policy to require background checks for all or some categories of school volunteers. There are two options offered for payment of the background checks and several options offered concerning the trigger for requiring a background check. In each instance choose the one that most closely aligns with the concerns of the Board and district administration. The potential adverse effects on volunteerism of requiring the background checks can be minimized by either (or both) adopting Option 2 for the payment of the background check, or only requiring background checks of those volunteers who will exercise direct, unsupervised access to students or who will be granted supervisory responsibility over students.

¹ There is no statutory provision for the length of time the check is good for. Arkansas teachers are required to get a new background check each time their license is renewed which is five (5) years. Districts are free to choose a shorter or longer period of time.

² Choose the option that your district prefers.

³ Select the option, or combination of options, that is the best fit for your school district. Balance your desire to take steps to protect students against the potentially negative effect requiring unnecessary background checks will have on parental involvement. In addition, consider the financial burden of the cost of the background check, which A.C.A. §§ 12-12-1601 et. seq. says cannot exceed \$20. If the parent pays, it could deter them from participating in their child's education as a school volunteer.

⁴ Select a number of hours such as 30 that would work for your district.

⁵ Use this option to list specific volunteer programs/services that require individuals to pass a background check.

Legal References: A.C.A. §§ 6-17-410, 411, 414
 A.C.A. §§ 12-12-1601 et seq.
 A.C.A. § 12-18-909(g)(21)

Date Adopted: June 13th, 2002

Last Revised: July 18th, 2013

April 10th, 2014

6.5 VISITORS TO THE SCHOOLS

Parents, grandparents, legal guardians, business, and community members are welcome and encouraged to visit District schools. To minimize the potential for disruption of the learning environment, visitors, for a purpose other than to attend an activity open to the general public, are required to first report to the school's main office. No one shall be exempt from this requirement. Visitors who are Level 3 or Level 4 sex offenders may only enter a school campus under the provisions listed in Policy 6.10.

Parents and legal guardians are encouraged to participate in regularly scheduled visitation events such as school open houses and parent/teacher conferences. Additional conferences are best when scheduled in advance. Conferences shall be scheduled at a time and place to accommodate those participating in the conference. Visits to individual classrooms during class time are permitted on a limited basis with the principal's prior approval and the teacher's knowledge.

Parents wishing to speak to their children during the school day shall register first with the office.

The District has the right to ask disruptive visitors to leave its school campuses. Principals are authorized to seek the assistance of law enforcement officers in removing any disruptive visitors who refuse to leave school property when requested to do so. Visitors who are disruptive become "trespassers" as defined in A.C.A. § 6-21-606. As such, they lose their right to be on campus.

Cross Reference: For non-adult visits see Policy 4.16—STUDENT VISITORS
 For Level 3 and Level 4 sex offenders see Policy 6.10—SEX OFFENDERS ON CAMPUS (MEGAN'S LAW)

Legal References: A.C.A. § 6-21-606
 A.C.A. § 6-21-607

Date Adopted: June 13, 2002
Last Revised: August 9, 2007
 June 16, 2011

6.6 FUND RAISING

All fund raising activities held in the District or in the name of the District must be pre-approved in writing by the Superintendent and affected school principal. The list of potential fund-raisers for the coming school year will be presented to the School Board for approval in May of each year. Approval will be predicated on the potential for return relative to the time and energy to be invested in the fund raising. Fund raising that conflicts excessively with and/or detracts from student or teacher instructional time in either the planning or the execution of the activity will not be approved.

Neither an individual school nor the District shall be liable for any contract between clubs or organizations and third parties.

Student participation in any fund raising activity shall:

Be voluntary. Students who choose not to participate shall not forfeit any school privileges. It shall not be considered discriminatory to reward those who participate; and

Not influence or affect the student's grade.

Secondary Schools

Fund raising in the secondary schools may only be done by officially sanctioned student clubs, spirit groups, school PTAs, or parent booster clubs. Student clubs and spirit groups must receive written approval from their sponsor and the school principal before submitting the fund raising proposal to the Superintendent.

Door to door fundraising activities are generally discouraged. If approved, students wishing to participate who are under the age of eighteen (18) must return to their sponsor a signed parental notification and permission form.

Elementary Schools (K-6)

Fund raising in the elementary schools may only be done by the school or a school sponsored organization. Door to door fundraising activities are generally discouraged, but there shall be no more than one such activity per school per school year.

Schools must provide written notification of the following to parents or legal guardians of elementary students who participate in fund raising programs. Student participation in fund raising programs is voluntary; Students who do not participate will not forfeit any school privileges; Students may not participate in fund raising programs without written parental permission returned to school authorities; An elementary student who sells fund raising merchandise door to door must be accompanied by a parent or an adult; and Unless the school provides supervision, parents must accept responsibility for appropriate adult supervision.

Legal Reference: A.C.A. § 6-18-1104

Date Adopted: June 13, 2002

Last Revised:

6.7 COMPLAINTS

It is a goal of the Board and the District to be responsive to the community it serves and to continuously improve the educational program offered in its schools. The Board or the District welcomes constructive criticism when it is offered with the intent of improving the quality of the system's educational program or the delivery of the District's services.

The Board formulates and adopts policies to achieve the District's vision and elects a Superintendent to implement its policies. The administrative functions of the District are delegated to the Superintendent who is responsible for the effective administration and supervision of the District. Individuals with complaints concerning personnel, curriculum, discipline (including specific discipline policies), coaching, or the day to day management of the schools need to address those complaints according to the following sequence:

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

Other than in the few instances where statutorily allowed or required, student discipline and personnel matters may not be discussed in Board meetings. Individuals with complaints regarding such matters need to follow the sequence outlined above.

Unless authorized by the Board as a whole for a specific purpose, no individual Board member has any authority when acting alone. District constituents are reminded that the Board serves as a finder of fact, not unlike a jury, in matters such as student suspensions initiated by the Superintendent, expulsions, and personnel discipline. For this reason, the board may not be involved or informed prior to a board hearing on particular disciplinary matters.

Complaints that are related to district use or administration of federal funds generated through specific programs identified by the Arkansas Department of Education and authorized in the 2002 reauthorization of the Elementary and Secondary Education Act may be taken directly from a patron or by referral from the Arkansas Department of Education (ADE). If taken directly from a patron, the complaint may be submitted by either a signed statement or by a certified, recorded deposition or statement in which the complainant is identified. The complaints shall be addressed in the following manner.

1. The complaint shall be referred to the federal programs director, who shall assemble a team of at least two people to investigate the complaint.
2. Throughout the investigation, sufficient notes and records will be taken and maintained to substantiate the position of the findings of the investigation.
3. The team will interview the complainant and others as necessary to enable the team to make a determination of the validity of the complaint. The team may consult with individuals with knowledge or expertise in the matter which is the subject of the complaint, including legal counsel.
4. The investigation of complaints referred by the ADE shall be completed within 30 work days of receipt of the complaint, unless a longer time period has been approved by the ADE.
5. The investigation of complaints made directly to the district shall be completed within 40 work days unless there are extenuating circumstances; in such a case, a preliminary report shall be made within 40 work days of receipt of the complaint, which shall include an explanation of the unusual circumstances requiring additional time to complete the investigation.
6. The report of the conclusions of the investigation shall be given to the complainant. It shall contain: a summary of the allegations of the complaint; a summary of the investigative actions taken by the team; a summary of the findings concerning each alleged violation or implied violation; a statement of corrective actions needed to resolve the issues involved in each allegation and find of complaint.

Date Adopted: June 13, 2002

Last Revised: August 9, 2007

6.8 DISTRIBUTION OF PRINTED MATERIALS

The District shall devise and maintain a system for distributing District communications and other printed materials between the Administration and the schools. Use of the system by employees or employee organizations shall be with prior approval of the Superintendent or his/her designee.

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

Date Adopted: June 13, 2002

Last Revised:

6.9 MEDIA RELATIONS AND NEWS RELEASES

It is important that the District maintain good relations with the media. The Superintendent or his/her designee shall devise and implement a plan for the release of pertinent information to the media regarding educational programs, awards, or other student and staff achievements, and special events. The plan shall not require schools to clear the release of public service announcements through the District Administration prior to their release, but may require schools to obtain the approval of the Superintendent prior to the release any statistical type data.

The District shall attempt, within reason, to accommodate media requests for interviews and shall endeavor to be fair and impartial in its treatment of media representatives.

The release of information to the media shall be done in a timely manner, either by written releases or by telephone interviews, to keep patrons abreast of newsworthy District achievements and shall strive to be factual and objective with personal opinions duly noted.

The Board encourages students and staff to participate in academic competitions and programs. Awards earned in such endeavors shall be communicated to the media. Award recipients may also be recognized at Board meetings.

Date Adopted: June 13, 2002

Last Revised:

6.10 SEX OFFENDERS ON CAMPUS (MEGAN'S LAW)

The Paris School District shall work with area law enforcement in a manner consistent with applicable state law and Arkansas Department of Education Regulations to communicate the presence of a sexual offender. When necessary, law enforcement may contact building principals and give them information concerning registered sex offenders. The decision regarding which school principals to notify rests solely with law enforcement officials who use a rating system to determine those needing to be notified according to the offender's dangerousness to the community.

Building principals should, in turn, notify any person who in the course of their employment is regularly in a position to observe unauthorized persons on or near the school's property. Those notified could include employees such as aides, bus drivers, coaches, maintenance staff, professional support staff, school level administrative staff, security personnel, teachers' assistants, and teachers.

It is important that school personnel receiving notice understand that they are receiving sex offender notifications in their official capacity and are **not** to disseminate information about an offender to anyone outside the school. If school personnel are asked about notification information by an organization using school facilities, they should be referred to the area law enforcement agency that issued the notice.

Persons **not** to be notified except at the specific discretion of area law enforcement officials include members of parent-teacher organizations, other schools, organizations using school facilities, students, parents or guardians of students, and the press. Personnel may inform the press about procedures which have been put in place and other general topics, but may not reveal the name or any other specifics regarding an offender.

A parent or guardian who is a Level 1 or Level 2 sex offender shall be allowed to enter the school campus to attend parent-teacher conferences or any other activity which is appropriate for a parent or guardian, or community member

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

1. The offender is a student attending school in the district;
2. To attend a graduation or baccalaureate ceremony, or a school sponsored event for which an admission fee is charged or tickets are sold or distributed;
3. It is a non-student contact day according to the school calendar or no school-sponsored event is taking place on campus;
4. The offender is a parent or guardian of a student enrolled in the district and goes directly to the school office to have school personnel deliver medicine, food, or personal items for the student;
5. The offender is a parent or guardian of a student and enters the school campus where the student is enrolled to attend a scheduled parent-teacher conference **and** the offender is escorted to and from the conference by a designated school official or employee.

A Level 3 and Level 4 sex offender who is the parent or guardian of a child enrolled in the district and who wishes to enter the school campus in which the student is enrolled for any other purpose than those listed above, must give reasonable notice to the school principal or his/her designee. The principal or designee may allow the sex offender to enter upon the campus provided there is a designated school official or employee to escort and supervise the sex offender while they remain on campus. The sex offender shall not enter upon the school campus until such time as a designated school official or employee is available.

Copies of the notification from law enforcement should be kept in a secure place accessible to teachers and staff, but should not be posted on school bulletin boards or made available to students or members of the community at large.

Legal References: A.C.A. § 12-12-913 (g) (3)
 Arkansas Department of Education Guidelines for "Megan's Law"
 A.C.A. § 5-14-131

Date Adopted: April 10, 2003

Last Revised: August 9, 2007

6.11 PARENTAL/COMMUNITY INVOLVEMENT – DISTRICT

The Paris School District understands the importance of involving parents and the community as a whole in promoting higher student achievement and general good will between the district and those it serves. Therefore, the district shall strive to develop and maintain the capacity for meaningful and productive parental and community involvement that will result in partnerships that are mutually beneficial to the school, students, parents, and the community. To achieve such ends, the district shall work to

1. Involve parents and the community in the development of the long range planning of the district;
 2. Give the schools in the district the support necessary to enable them to plan and implement effective parental involvement activities;
 3. Have a coordinated involvement program where the involvement activities of the district enhance the involvement strategies of other programs such as Head Start, HIPPIY, Parents as Partners, Parents as Teachers, ABC, ABC for School Success, area Pre-K programs, and Even Start;
 4. Explain to parents and the community the State's content and achievement standards, State and local student assessments and how the district's curriculum is aligned with the assessments and how parents can work with the district to improve their child's academic achievement;
 5. Provide parents with the materials and training they need to be better able to help their child achieve. The district may use parent resource centers or other community based organizations to foster parental involvement and provide literacy and technology training to parents.
 6. Educate district staff, with the assistance of parents, in ways to work and communicate with parents and to know how to implement parent involvement programs that will promote positive partnerships between the school and parents;
 7. Keep parents informed about parental involvement programs, meetings, and other activities they could be involved in. Such communication shall be, to the extent practicable, in a language the parents can understand;
 8. Find ways to eliminate barriers that work to keep parents from being involved in their child's education. This may include providing transportation and child care to enable parents to participate, arranging meetings at a variety of times, and being creative with parent/teacher conferences;
 9. Find and modify other successful parent and community involvement programs to suit the needs of our district;
 10. Train parents to enhance and promote the involvement of other parents;
 11. Provide reasonable support for other parental involvement activities as parents may reasonably request.
- To ensure the continued improvement of the district's parental/community involvement program, the district will conduct an annual review of its parental involvement policies to examine their effect on promoting higher student achievement. The review shall be done by a committee consisting of parents and other community members, certified and classified staff, and member(s) of the administration.

This policy shall be part of the school's Title I plan and shall be distributed to parents of the district's students and provided, to the extent practicable, in a language the parents can understand.

Notes: If any school in your district receives Title I aid, NCLB requires you to have a district policy covering parental involvement for the parents of students served under the program. Because your district is required to “develop jointly with, agree on with, and distribute to parents of participating children a written parent involvement policy,” this model policy is designed to be a starting point to be used in the development of your final policy. The NCLB Act requires the basics of the introduction and the last two paragraphs as well as items-#1 – 7 and #11. Items #8 – 10 are proposed in the act, but not mandatory. Act 603 of 2003 along with several subsequent amendments (A.C.A. §§ 6-15-1702, 1703, and 1704) require each district to develop a parental involvement plan (rather than a policy) in collaboration with parents. The law is very detailed, and full of “shalls” going far beyond the requirements of this policy required by NCLB. Be sure to have the law handy when working out the details of your district’s parental involvement plan.

The US DOE has correctly opined that this policies (and policy 6.12) are of no use unless accompanied by an implementation plan. Consequently, the ADE’s ACSIP office requires districts to have such a plan.

Act 1423 of 2013 requires each school to place a parent-friendly summary of the parent involvement plan as a supplement to the student handbook. The parent has to sign a receipt acknowledging receipt of the summary and return the signed form to the school where the student is enrolled.

Legal References: 20 U.S.C. § 6318 (a)(2),(A),(B),(D),(E) (NCLB Act of 2001, Section 1118)
 20 U.S.C. § 6318 (e)(1),(2),(3),(4),(5),(6),(8),(9),(10),(11),(13),(14) (NCLB Act of 2001, Section 1118)

Date Adopted: August 14, 2003
Last Revised: June 11, 2009
 July 18, 2013

6.12 PARENTAL/COMMUNITY INVOLVEMENT – SCHOOL

Paris School understands the importance of involving parents and the community as a whole in promoting higher student achievement and general good will between the school and those it serves. Therefore, Paris School shall strive to develop and maintain the capacity for meaningful and productive parental and community involvement that will result in partnerships that are mutually beneficial to the school, students, parents, and the community. To achieve such ends, the school shall work to

1. Involve parents and the community in the development and improvement of Title I programs for the school;
2. Have a coordinated involvement program where the involvement activities of the school enhance the involvement strategies of other programs such as Head Start, HIPPI, Parents as Partners, Parents as Teachers, ABC, ABC for School Success, area Pre-K programs, and Even Start;
3. Explain to parents and the community the State's content and achievement standards, State and local student assessments and how the school's curriculum is aligned with the assessments and how parents can work with the school to improve their child's academic achievement;
4. Provide parents with the materials and training they need to be better able to help their child achieve. The school may use parent resource centers or other community based organizations to foster parental involvement and provide literacy and technology training to parents.
5. Educate school staff, with the assistance of parents, in ways to work and communicate with parents and to know how to implement parent involvement programs that will promote positive partnerships between the school and parents;
6. Keep parents informed about parental involvement programs, meetings, and other activities they could be involved in. Such communication shall be, to the extent practicable, in a language the parents can understand;
7. Find ways to eliminate barriers that work to keep parents from being involved in their child's education. This may include providing transportation and child care to enable parents to participate, arranging meetings at a variety of times, and being creative with parent/teacher conferences;
8. Find and modify other successful parent and community involvement programs to suit the needs of our school;
9. Train parents to enhance and promote the involvement of other parents;
10. Provide reasonable support for other parental involvement activities as parents may reasonably request.

To help promote an understanding of each party's role in improving student learning, Paris School shall develop a compact that outlines the responsibilities of parents, students, and the school staff in raising student academic achievement and in building the partnerships that will enable students to meet the State's academic standards.

Paris School shall convene an annual meeting, or several meetings at varying times if necessary to adequately reach parents of participating students, to inform parents of the school's participation in Title I, its requirements regarding parental involvement, and the parents' right to be involved in the education of their child.

Paris School shall, at least annually, involve parents in reviewing the school's Title I program and parental involvement policy in order to help ensure their continued improvement.

This policy shall be part of the school's Title I plan and shall be distributed to parents of the district's students and provided, to the extent practicable, in a language the parents can understand.

Notes: If your school receives Title I assistance, NCLB requires you to have a school policy covering parental involvement for the parents of students served under the program. Because your school is required to “develop jointly with, agree on with, and distribute to parents of participating children a written parent involvement policy,” this model policy is designed to be a starting point to be used in the development of your final policy. The NCLB Act requires the basics of the introduction and the last four paragraphs as well as items-#1 – 6 and #10. Items #7 – 9 are proposed in the act, but not mandatory. Act 603 of 2003 along with several subsequent amendments (A.C.A. §§ 6-15-1702, 1703, and 1704) require each district to develop a parental involvement plan (rather than a policy) in collaboration with parents. The law is very detailed, and full of “shalls” going far beyond the requirements of this policy required by NCLB. Be sure to have the law handy when working out the details of your district’s parental involvement plan.

The “compact” is also required to be developed jointly with parents of the children served under Title I.

The US DOE has correctly opined that this policies (and policy 6.11) are of no use unless accompanied by an implementation plan. Consequently, the ADE’s ACSIP office requires schools to have such a plan.

Act 1423 of 2013 requires each school to place a parent-friendly summary of the parent involvement plan as a supplement to the student handbook. The parent has to sign a receipt acknowledging receipt of the summary and return the signed form to the school where the student is enrolled.

Legal References: 20 U.S.C. § 6318 (b)(1) (NCLB Act of 2001, Section 1118)
 20 U.S.C. § 6318 (c)(1),(2),(3),(4) (NCLB Act of 2001, Section 1118)
 20 U.S.C. § 6318 (d) (NCLB Act of 2001, Section 1118)
 20 U.S.C. § 6318 (e)(1),(2),(3),(4),(5),(6),(8),(9),(10),(11),(13),(14) (NCLB Act of 2001, Section 1118)

Date Adopted:

Last Revised: June 11, 2009

 July 18, 2013

6.13 BRIGHT OPPORTUNITIES PROGRAM

The Bright Opportunities Program (B.O.P.) serves the following populations in this order of priority:

- ❑ Children of teen parents
- ❑ Children of district personnel
- ❑ Children who are currently enrolled in B.O.P.
- ❑ Children of community parents

Teen parents are provided services so that they have the opportunity to successfully complete the high school experience. These services are offered at no cost to the teen parents as long as the teens are enrolled as full-time students in Paris High School. Teen parents are expected to complete and submit enrollment forms to the BRIGHT OPPORTUNITIES PROGRAM Director or to the birth to 18 month old caregiver as soon as possible so that a position will be reserved for his/her child. Teen parents are expected to serve as a volunteer for a minimum of ten (10) hours per week in the BRIGHT OPPORTUNITIES PROGRAM.

As vacancies occur within the program, they will be filled in accordance with the established priorities. New district personnel will have priority over existing personnel or patrons who have chosen to obtain childcare services other than those provided by the BRIGHT OPPORTUNITIES PROGRAM. Should a child of district personnel or a community patron enroll and then exit the program, the child will then be placed at the bottom of the enrollment waiting list and will be served as a slot becomes available.

6.14 Public Use of School Buildings

It is the policy of the Board that Paris District school buildings may be used by citizens of the district to conduct lawful meetings provided such meetings do not interfere with the regular school work. The Superintendent shall be responsible, with Board approval, for establishing procedures governing such use of school buildings. The governing procedures shall be viewpoint neutral. Building principals shall be consulted to determine if there exists any conflict with planned school activities prior to other groups being allowed to use school facilities.

The District shall establish a fee schedule for the use of school facilities. Charges made for the use of school facilities shall reflect the actual costs (e.g. labor, utility, and materials) incurred by the District.

Organizations using school facilities assume full and complete responsibility for the conduct of all persons, regardless of age, associated with their use of the facility while they are in or about the facility.

Smoking or 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. A.C.A. § 6-21-609

Firearms or weapons (as defined in A.C.A. § 5-73-120) of any kind are not allowed on school property unless the person carrying the firearm is permitted to do so by law as defined in A.C.A. § 5-73-120.*

Legal Reference: A.C.A. § 6-21-101

A.C.A. § 5-73-120

A.C.A. § 6-21-609

A.C.A. § 5-73-119

A.C.A. § 5-73-306

Date Adopted: June 26th, 2014

6.14.1 General Procedures Governing the Rental and Use of School Facilities

The buildings and facilities of the Paris School District No. 7 of Logan County, Arkansas (the "District") serve the fundamental purpose of insuring that the youth of the community receive the benefits of a sound education. As a

compliment to this fundamental purpose, the District's buildings and facilities ("District Facilities") also serve the community at large. Therefore, it is the policy of the Board of Education of the District to make District Facilities available to the community when not in use for other school activities.

Usage of District Facilities will be restricted to individuals or groups whose activities benefit the residents of the District. The District will not extend use of District Facilities to any organization or group whose policies advocate the advancement of any doctrine or theory subversive to the laws of the United States of America or the State of Arkansas. The District also reserves the right to refuse the use of buildings and facilities to any group whose usage might be detrimental to the facilities or create a disturbance.

All activities conducted in District Facilities shall be open to all persons without regard to race, color, religion, national origin, or sex, and shall be conducted in accordance with all local, state and federal ordinances, laws and regulations. Users must specifically comply with all the federal and state equal opportunity laws and regulations prohibiting discrimination on the basis of gender, ethnicity, disability, religious or political affiliation. Approval of the use of District Facilities by an organization for non-school purposes will not constitute endorsement by the District of that organization or its beliefs and purposes.

The user shall be responsible for the conduct and control of participants and shall ensure that all applicable fire and safety regulations are followed. The maximum number of participants permitted in any facility shall be restricted to its seating capacity as indicated by fire regulations.

Use or possession of tobacco (including e-cigarettes, e-cigars, e-pipes, or under any other name or descriptor), alcohol or illegal drugs anywhere on school property is strictly prohibited. Use or possession of firearms or other weapons, as well as gambling, are also prohibited. Failure to comply will result in an immediate request to leave District Facilities and will void any future rentals.

Terms and Conditions

Indemnity

Each user of District Facilities shall defend, indemnify, and hold harmless, the Board of Education of the District and the District's employees, agents, successors, and permitted assigns from and against any and all claims, demands, suits, causes of action, damages, losses, fines, assessments, costs, and expenses, including but not limited to reasonable attorneys' fees, settlement amounts, damages awards, and product warranty and recall expenses, whether for commercial loss, property damage, bodily injury, a violation of any law, regulation, code, or standard, including industry standards, or any other form of damage, arising directly or indirectly from or out of any action or omission of the user of District Facilities. The user further agrees to make full restitution for any and all damages incurred during the use of District Facilities.

Insurance

Each user shall maintain general public liability insurance at its own expense, in an amount not less than one million dollars (\$1,000,000.00) per occurrence.

Supervision

Proper security and supervision of participants must be maintained at all times. One adult per thirty (30) participants is required at all times. One person shall be designated as being in charge of and responsible for the event. This person will be directly responsible to the administrator of the school in which the event is scheduled, and will also be accountable to fulfill the terms of the Facility Rental Agreement (the "Rental Agreement") for each event. Additional requirements for large events are found in the Rental Fee Schedule.

Return Condition

All District Facilities will be returned to a suitable condition under the supervision of a District employee. Users will ensure that all District Facilities are reasonably clean and free from litter at the end of the period of usage. It will be the responsibility of the applicant to see that **all persons** have vacated the school buildings and grounds promptly at the time specified in the Rental Agreement and that the building is securely closed. Custodial charges are found in the Rental

Fee Schedule.

Transfer

The Rental Agreement is not transferable to any other person or group (subleasing is not permitted), and rental is restricted to the conditions agreed to herein.

Agreement of Time

The hours listed will include both entry and exit time for the facility, rehearsal, set-up or practice time needed prior to the scheduled event and for clean-up after the event. Groups must adhere to the hours stated in the Rental Agreement. All rental and custodial fees will be assessed on a two (2) hour minimum. Events greater than two hours require approval.

Specified Area Use

Users must confine their activities to those facilities for which a rental request was approved. The only allowable facilities to be used other than those specified in the Rental Agreement are the restrooms and drinking fountains in the nearest proximity.

Authority

Athletic & Building Facilities: The Maintenance Supervisor along with the Superintendent will be the approving authorities for use of athletic facilities. The user will submit all signed documents to the Superintendent's Office where final approval will be granted or denied. Final confirmation of approved facility rental will be sent to the applicant.

Fees

Users will be assessed appropriate fees to use District Facilities, as determined by their priority grouping. These fees may include, but are not limited to facility fees, utility fees, off-duty staff fees, custodial fees, operation of equipment, continuous long-term rentals, and other additional equipment or maintenance fees. Applicable fees must be submitted to the Superintendent's within five (5) working days of receiving invoice.

Concessions at Athletic Events

No food or drink will be sold during the use of District Facilities without prior written approval. All concession sales must strictly adhere to any District contracts with food and drink vendors.

Fields/Weather Conditions

Athletic fields may be available for community use pending approval from the Maintenance Supervisor. This use is subject to cancellation or rescheduling due to weather conditions, field conditions, or maintenance operations. Fields too wet to play on will be closed at the discretion of the Superintendent and/or Maintenance Supervisor.

Equipment & Technology

Building rental does not include the use of technology or audio-visual equipment. This equipment is not to be used unless prior approval has been granted. Requests for additional equipment must be made at time of application. Off-duty staff fees may apply.

Long-term Usage Agreements

Long-term or repeated use of District facilities must be arranged and coordinated with the Maintenance Supervisor and the Superintendent and will be approved on a case-by-case basis.

Exceptions

Any exceptions to these procedures may be made only through a review committee consisting of the Maintenance Supervisor, Superintendent, the Curriculum Director and the Principal of the building in question. The District reserves the right to refuse or to cancel any Rental Agreement for the use of District Facilities when it is deemed that such action is in the best interests of the District.

The Representative

Presence of a school staff member may be required when a District Facility is in use. If a school staff member is required, additional fees may apply. Also, for large events our District Resource Officer maybe required. Additional fees will apply. Or, an off duty officer may be hired or donate his/her time to your group. This off duty officer may be used with prior approval. (Definition of a "Large Group" will be determined by the Superintendent and Maintenance Supervisor.)

Agreement

Applications for use of a District Facility shall be made by submitting the Rental Agreement at least fourteen (30) days in advance of an event. Prior to the use of a District Facility, a Rental Agreement must be completed and approved by the Maintenance Supervisor or Superintendent. The Rental Agreement shall be made on either a single-event or a month-to-month basis with termination by either party upon seven (7) days' notice.

Cancellations or Changes

Any Rental Agreement may be cancelled by the District in favor of school activities. Reasonable effort will be made to offer alternative spaces and to give timely notification in the event of unavoidable circumstances requiring changes. Any changes to the agreed-upon time and school location must be negotiated a minimum of two (2) working days before the scheduled event. Both parties must approve of the changes on the Rental Agreement. If the need arises to cancel the scheduled event, the user shall notify the District as soon as possible. Refunds will only be made when cancellations are requested by the user at least 48 hours in advance. If the District finds it necessary to cancel the scheduled event due to weather conditions or emergencies, all fees shall be returned in full to the user.

Group Priority Categories

District Facilities will be made available for community use as long as there is no conflict with official school schedules according to the following priority and rental rate groupings:

Group A: **School-related groups** - organized for the expressed purpose of supporting authorized district programs and sponsored activities (PTA/PTO, booster organizations, wellness programs, committee meetings, school activities, sports events, dances, carnivals, concerts, Scouts, recreation associations, 4-H, Boys & Girls Club, etc.)

Group B: **Organized community non-profit groups**

Service and civic clubs, charitable organizations, homeowner's associations, community arts groups, community concerts, ballet and music recitals)

Group C: **For Profit Groups or Individuals or Community Social Groups** (Anytime a fee is charged for those to participate/enter the event and the group or individual profits.)(Birthday parties, Wedding Events, etc...) There will be no long term use agreements for "for profit groups/individuals".

The Superintendent and/or his/her designee will decide if a group is "for profit" or "not for profit".

Date Adopted: June 26, 2014

General School Facilities

July 1, 2014

Rental Fees (Per DAY) Facility	Group A	Group B	Group C	Faculty and or Resource Officer Fee \$25 per hour min 2 hours.	Facility Deposit Fee (Returned upon Maintenance cleared inspection)
School Related Groups	Organized Non-Profit	For Profit Groups	(This fee waved with an approved Statement of Responsibility Use Agreement)		
High School					
Cafeteorium	NC	NC	\$100	\$50	\$100
High School Library	NC	NC	\$50	\$50	\$100
Main Gym	NC	NC	\$150	\$50	\$100
Auxiliary Gym	NC	NC	\$150	\$50	\$100
Track/Football Field	NC	NC	\$150	\$50	\$100
Practice Football Field	NC	NC	\$50	\$50	\$100
Outside Volleyball Court	NC	NC	\$50	\$50	\$100
Junior High					
Auditorium	NC	NC	\$150	\$50	\$100
Cafeteria	NC	NC	\$150	\$50	\$100
MS Library	NC	NC	\$50	\$50	\$100
Safe Room	NC	NC	\$100	\$50	\$100
Middle School Gym	NC	NC	\$150	\$50	\$100
Old Football Field/Track	NC	NC	\$150	\$50	\$100
Board Room	NC	NC	\$50	\$50	\$100
Elementary					
Cafeteria	NC	NC	\$100	\$50	\$100
ES Library	NC	NC	\$50	\$50	\$100
ES Gym (Rubber Floor)	NC	NC	\$100	\$150	\$100
Tennis Court	NC	NC	\$100	\$50	\$100

Softball Field	NC	NC	\$150	\$150	\$100
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6.14.2 General Procedures for School Groups Use of School Facilities

The buildings and facilities of the Paris School District No. 7 of Logan County, Arkansas (the "District") serve the fundamental purpose of insuring that the youth of the community receive the benefits of a sound education. As a compliment to this fundamental purpose, the District's buildings and facilities ("District Facilities") also serve the community at large. Therefore, it is the policy of the Board of Education of the District to make District Facilities available to the community when not in use for other school activities.

The user shall be responsible for the conduct and control of participants and shall ensure that all applicable fire and safety regulations are followed. The maximum number of participants permitted in any facility shall be restricted to its seating capacity as indicated by fire regulations.

Use or possession of tobacco (including e-cigarettes, e-cigars, e-pipes, or under any other name or descriptor), alcohol or illegal drugs anywhere on school property is strictly prohibited. Use or possession of firearms or other weapons, as well as gambling, are also prohibited. Failure to comply will result in an immediate request to leave District Facilities and will void any future rentals.

Terms and Conditions

Indemnity

Each user of District Facilities shall defend, indemnify, and hold harmless, the Board of Education of the District and the District's employees, agents, successors, and permitted assigns from and against any and all claims, demands, suits, causes of action, damages, losses, fines, assessments, costs, and expenses, including but not limited to reasonable attorneys' fees, settlement amounts, damages awards, and product warranty and recall expenses, whether for commercial loss, property damage, bodily injury, a violation of any law, regulation, code, or standard, including industry standards, or any other form of damage, arising directly or indirectly from or out of any action or omission of the user of District Facilities. The user further agrees to make full restitution for any and all damages incurred during the use of District Facilities.

Supervision

Proper security and supervision of participants must be maintained at all times. One adult per thirty (30) participants is required at all times. One District Employee shall be designated as being in charge of and responsible for the event. This person will be directly responsible to the administrator of the school in which the event is scheduled.

Return Condition

All District Facilities will be returned to a suitable condition under the supervision of the designated District Employee. Users will ensure that all District Facilities are reasonably clean and free from litter at the end of the period of usage. It will be the responsibility of the designated District Employee to see that **all persons** have vacated the school buildings and grounds promptly at the time specified and that the building is securely closed.

Agreement of Time

The hours listed will include both entry and exit time for the facility, rehearsal, set-up or practice time needed prior to the scheduled event and for clean-up after the event. Groups must adhere to the hours stated.

Specified Area Use

Groups must confine their activities to those facilities for which a rental request was approved. The only allowable facilities to be used other than those specified are the restrooms and drinking fountains in the nearest proximity.

Authority

The District Employee responsible for the event will enter, on School Dude, the request for usage of a building or area of a building. This request must be made 2 weeks prior to the event and the employee must have checked the online school calendar to make sure that the area is not already reserved. The District Employee in charge of the event is

responsible for seeing that set-up and clean-up procedures have been established. If the Maintenance /Custodial staff is needed, **a work order MUST be put in and approved!** (DON'T assume that Maint/Cust staff will "take care of it")

Equipment & Technology

If any additional equipment/technology is needed, the appropriate work orders need to be submitted AFTER the event is approved and scheduled.

Group Priority Categories

- A) Academic and School Calendar Events (Maint/Cust Staff will set up and clean up)**
- B) Scheduled Sporting Events (Maint/Cust Staff will set up and clean up)**
- C) Practices for Sporting Events**
- D) All other groups/grades/clubs/school organizations**

Adopted: June 26th, 2014

Revised:

6.14.1 General Procedures Governing the Rental and Use of School Facilities

The buildings and facilities of the Paris School District No. 7 of Logan County, Arkansas (the “District”) serve the fundamental purpose of insuring that the youth of the community receive the benefits of a sound education. As a compliment to this fundamental purpose, the District’s buildings and facilities (“District Facilities”) also serve the community at large. Therefore, it is the policy of the Board of Education of the District to make District Facilities available to the community when not in use for other school activities.

Usage of District Facilities will be restricted to individuals or groups whose activities benefit the residents of the District. The District will not extend use of District Facilities to any organization or group whose policies advocate the advancement of any doctrine or theory subversive to the laws of the United States of America or the State of Arkansas. The District also reserves the right to refuse the use of buildings and facilities to any group whose usage might be detrimental to the facilities or create a disturbance.

All activities conducted in District Facilities shall be open to all persons without regard to race, color, religion, national origin, or sex, and shall be conducted in accordance with all local, state and federal ordinances, laws and regulations. Users must specifically comply with all the federal and state equal opportunity laws and regulations prohibiting discrimination on the basis of gender, ethnicity, disability, religious or political affiliation. Approval of the use of District Facilities by an organization for non-school purposes will not constitute endorsement by the District of that organization or its beliefs and purposes.

The user shall be responsible for the conduct and control of participants and shall ensure that all applicable fire and safety regulations are followed. The maximum number of participants permitted in any facility shall be restricted to its seating capacity as indicated by fire regulations.

Use or possession of tobacco (including e-cigarettes, e-cigars, e-pipes, or under any other name or descriptor), alcohol or illegal drugs anywhere on school property is strictly prohibited. Use or possession of firearms or other weapons, as well as gambling, are also prohibited. Failure to comply will result in an immediate request to leave District Facilities and will void any future rentals.

Terms and Conditions

Indemnity

Each user of District Facilities shall defend, indemnify, and hold harmless, the Board of Education of the District and the District’s employees, agents, successors, and permitted assigns from and against any and all claims, demands, suits, causes of action, damages, losses, fines, assessments, costs, and expenses, including but not limited to reasonable attorneys’ fees, settlement amounts, damages awards, and product warranty and recall expenses, whether for commercial loss, property damage, bodily injury, a violation of any law, regulation, code, or standard, including industry standards, or any other form of damage, arising directly or indirectly from or out of any action or omission of the user of District Facilities. The user further agrees to make full restitution for any and all damages incurred during the use of District Facilities.

Insurance

Each user shall maintain general public liability insurance at its own expense, in an amount not less than one million dollars (\$1,000,000.00) per occurrence.

Supervision

Proper security and supervision of participants must be maintained at all times. One adult per thirty (30) participants is required at all times. One person shall be designated as being in charge of and responsible for the event. This person will be directly responsible to the administrator of the school in which the event is scheduled, and will also be accountable to fulfill the terms of the Facility Rental Agreement (the “Rental Agreement”) for each event. Additional requirements for large events are found in the Rental Fee Schedule.

Return Condition

All District Facilities will be returned to a suitable condition under the supervision of a District employee. Users will ensure that all District Facilities are reasonably clean and free from litter at the end of the period of usage. It will be the responsibility of the applicant to see that **all persons** have vacated the school buildings and grounds promptly at the time specified in the Rental Agreement and that the building is securely closed. Custodial charges are found in the Rental Fee Schedule.

Transfer

The Rental Agreement is not transferable to any other person or group (subleasing is not permitted), and rental is restricted to the conditions agreed to herein.

Agreement of Time

The hours listed will include both entry and exit time for the facility, rehearsal, set-up or practice time needed prior to the scheduled event and for clean-up after the event. Groups must adhere to the hours stated in the Rental Agreement. All rental and custodial fees will be assessed on a two (2) hour minimum. Events greater than two hours require approval.

Specified Area Use

Users must confine their activities to those facilities for which a rental request was approved. The only allowable facilities to be used other than those specified in the Rental Agreement are the restrooms and drinking fountains in the nearest proximity.

Authority

Athletic & Building Facilities: The Maintenance Supervisor along with the Superintendent will be the approving authorities for use of athletic facilities. The user will submit all signed documents to the Superintendent's Office where final approval will be granted or denied . Final confirmation of approved facility rental will be sent to the applicant.

Fees

Users will be assessed appropriate fees to use District Facilities, as determined by their priority grouping. These fees may include, but are not limited to facility fees, utility fees, off-duty staff fees, custodial fees, operation of equipment, continuous long-term rentals, and other additional equipment or maintenance fees. Applicable fees must be submitted to the Superintendent's within five (5) working days of receiving invoice.

Concessions at Athletic Events

No food or drink will be sold during the use of District Facilities without prior written approval. All concession sales must strictly adhere to any District contracts with food and drink vendors.

Fields/Weather Conditions

Athletic fields may be available for community use pending approval from the Maintenance Supervisor. This use is subject to cancellation or rescheduling due to weather conditions, field conditions, or maintenance operations. Fields too wet to play on will be closed at the discretion of the Superintendent and/or Maintenance Supervisor.

Equipment & Technology

Building rental does not include the use of technology or audio-visual equipment. This equipment is not to be used unless prior approval has been granted. Requests for additional equipment must be made at time of application. Off-duty staff fees may apply.

Long-term Usage Agreements

Long-term or repeated use of District facilities must be arranged and coordinated with the Maintenance Supervisor and the Superintendent and will be approved on a case-by-case basis.

Exceptions

Any exceptions to these procedures may be made only through a review committee consisting of the Maintenance Supervisor, Superintendent, the Curriculum Director and the Principal of the building in question. The District reserves

the right to refuse or to cancel any Rental Agreement for the use of District Facilities when it is deemed that such action is in the best interests of the District.

The Representative

Presence of a school staff member may be required when a District Facility is in use. If a school staff member is required, additional fees may apply. Also, for large events our District Resource Officer maybe required. Additional fees will apply. Or, an off duty officer may be hired or donate his/her time to your group. This off duty officer may be used with prior approval. (Definition of a "Large Group" will be determined by the Superintendent and Maintenance Supervisor.)

Agreement

Applications for use of a District Facility shall be made by submitting the Rental Agreement at least fourteen (30) days in advance of an event. Prior to the use of a District Facility, a Rental Agreement must be completed and approved by the Maintenance Supervisor or Superintendent. The Rental Agreement shall be made on either a single-event or a month-to-month basis with termination by either party upon seven (7) days' notice.

Cancellations or Changes

Any Rental Agreement may be cancelled by the District in favor of school activities. Reasonable effort will be made to offer alternative spaces and to give timely notification in the event of unavoidable circumstances requiring changes. Any changes to the agreed-upon time and school location must be negotiated a minimum of two (2) working days before the scheduled event. Both parties must approve of the changes on the Rental Agreement. If the need arises to cancel the scheduled event, the user shall notify the District as soon as possible. Refunds will only be made when cancellations are requested by the user at least 48 hours in advance. If the District finds it necessary to cancel the scheduled event due to weather conditions or emergencies, all fees shall be returned in full to the user.

Group Priority Categories

District Facilities will be made available for community use as long as there is no conflict with official school schedules according to the following priority and rental rate groupings:

Group A: **School-related groups** - organized for the expressed purpose of supporting authorized district programs and sponsored activities (PTA/PTO, booster organizations, wellness programs, committee meetings, school activities, sports events, dances, carnivals, concerts, Scouts, recreation associations, 4-H, Boys & Girls Club, etc.)

Group B: Organized community non-profit groups

Service and civic clubs, charitable organizations, homeowner's associations, community arts groups, community concerts, ballet and music recitals)

Group C: **For Profit Groups or Individuals or Community Social Groups** (Anytime a fee is charged for those to participate/enter the event and the group or individual profits.)(Birthday parties, Wedding Events, etc...) There will be no long term use agreements for "for profit groups/individuals".

The Superintendent and/or his/her designee will decide if a group is "for profit" or "not for profit".

Date Adopted: June 26, 2014

6.1 COMMUNICATION GOALS

The single most significant factor in student achievement is the teacher. The teacher's effectiveness is greatly enhanced when supported by the school community as a whole, the student's home, and the community at large. The Arkansas General Assembly and the Department of Education have demonstrated their understanding of the importance of involving such groups by repeatedly mandating their inclusion in the educational system and process. Communication with staff, parents, grandparents, legal guardians, business, and community members is fundamental to increasing their concern for, and involvement in, raising student achievement.

Communication should be two-way between the District and the public. The communications program shall strive to:

Increase mutual understanding, trust, and support between the District and parents, business, and the community as a whole;

Keep District staff regularly informed of upcoming District programs and events as well as noteworthy staff and student accomplishments to enable all the staff to help promote positive public relations;

Create and disseminate brochures, flyers, and fact sheets that will help parents and community members better understand school policies and procedures and acquaint them with areas where their volunteer services are most needed;

Inform legislators of the accomplishments of the District's students and staff, as well as how proposed legislation could affect the district;

Maintain good relations with the news media and provide the media with pertinent news releases; and

Increase the participation of parents, grandparents, legal guardians, business, and community members in school activities and programs.

The Board will appoint committees, when appropriate, to help the District examine issues facing it. Such committees may include members of the public, students, parents, and school employees, as well as members of the Board. Members may serve until the committee makes its non-binding recommendations to the Board.

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

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

Legal References: A.C.A. § 6-18-1003 (2)
 A.C.A. § 6-18-1005 (a) (1) (H)
 A.C.A. § 6-15-1005 (c), (f) (1) (2)
 A.C.A. § 6-16-603 (a) (3)
 A.C.A. § 25-19 106
 Arkansas State Board of Education: Standards for Accreditation: 7.02.3
 Arkansas Department of Education: Gifted and Talented Program Approval Standards: 4.0; 10.03

Date Adopted: June 13, 2002

Last Revised:

6.2 RELATIONS WITH SCHOOL SUPPORT ORGANIZATIONS

The Board recognizes and values the many contributions support organizations make to the District's schools. Parent/teacher organizations and booster clubs work to augment and strengthen the District's educational and extracurricular objectives through the goods and services they provide.

Existing Organizations:

The Band Parents' Club, the Quarterback Club, the Mama Eagles, and the Eagle Basketball Club have agreed, upon approval of the Paris Board of Education, to organize and supervise high quality and efficient concession stands located in the athletic facilities of the Paris School District. Specifically these concession areas are:

- The Band Parents will operate the football concession stand located in the Field House. Ten percent of the net profit from sales will be contributed to the Paris School District to be applied to non-revenue sports programs.
- The Quarterback Club will operate a visitors' concession stand on the west side of the football field. Ten percent of the net profit from sales will be contributed to the Paris School District to be applied to non-revenue sports programs.
- The Mama Eagles will operate a popcorn concession stand in the Field House Complex. Ten percent of the net profit from sales will be contributed to the Paris School District to be applied to non-revenue sports programs.
- The Eagle Basketball Club will operate a basketball concession stand in the new Gym. Twenty-five percent of the net profit from sales will be contributed to the Paris School District to be applied to non-revenue sports programs.

Each of these organizations will design and operate an effective and functional concession stand within their location; purchase and stock supplies and concession-type food items; supervise and establish operational guidelines, staff, and sales; and, verify and account for monies received and expended. Accounting procedures will include, but not be limited to, the following:

- 1) All expenditures must be verified by invoice.
- 2) All monies received and accounted for must be verified by the signature of two (2) club members.
- 3) Individual club treasurers will be required to comply with standard accounting procedures.

Each organization will submit a monthly financial report to the Superintendent by the tenth of each month to be presented to the School Board at the regular monthly meeting. A comprehensive year-end financial report will be submitted to the Superintendent at the end of the regular season games respectively.

The above listed conditions do not apply to district, regional, and/or state athletic tournaments as they have their own rules and regulations.

New Organizations:

Groups wishing to be recognized as a support organization as of July 1, 2002, must have open membership and have their by-laws approved by the school Principal, the Superintendent, and the Board of Education. School personnel shall assist approved booster organizations in their efforts to the extent practicable. Meetings of such organizations, cleared through the principal, shall not be subject to school use fees. School staff members are encouraged to attend and participate.

Fund-raising activities are to be approved in advance by the principal or his/her designee. Prior to the donation of equipment and/or supplies to the school, the organization should seek the advice of the principal to help ensure the compatibility of the donation with present school equipment. All equipment donated to the District becomes the property of the District.

Date Adopted: April 04, 1994

Last Revised: October 06, 1994

June 13, 2002

6.3 PUBLIC GIFTS AND DONATIONS TO THE SCHOOLS

The District and the Board of Education may receive monetary gifts or donations of goods or services which serve to improve or enhance the goals of the District. Any gifts to the District become the property of the District and are subject to the same regulations as any other District owned property.

It is a breach of ethical standards and a violation of Arkansas law for any Board member, administrator, or District employee to, in any manner, receive a gift in return for employment, or to influence the award of any contract or transaction with the District. Prior to accepting any gift or donation in the name of a school or the District, all personnel shall examine the "reasonableness" of the gift against its potential for real or perceived violation of the aforementioned ethical standards.

The Board reserves the right to not accept any gift or donation that would not contribute to the attainment of District goals or that would obligate the District to unacceptable outlays of District resources. The administration shall present for Board consideration and approval any gifts or donations that they deem could so obligate the District.

The Board will strive to honor the donor's intent regarding gifts earmarked for a specific purpose. Laws and District's needs change with time and the District reserves the right to adjust the use of any gift to meet current needs of the educational program.

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

Date Adopted: June 13, 2002
Last Revised:

6.4 VOLUNTEERS

Enlisting the support of volunteers is a way in which the District can expand the scope of resources and knowledge available to enrich the students' educational experiences, while strengthening the relationship between the school and the community. Volunteers can also perform non-instructional tasks that allow licensed personnel more time to devote to instruction.

The Superintendent shall be responsible for establishing and maintaining a program to coordinate the services volunteers are willing and able to contribute with the needs of District personnel. The program shall establish guidelines to ensure volunteers are aware of pertinent District policies and rules. Volunteers who violate school policies or rules, or knowingly allow students to violate school rules, may be asked to leave the school campus. The guidelines should also include provision for evaluation of the volunteer program and a method for soliciting suggestions from both the volunteers and staff for its improvement.

Background Checks for Volunteers

For the purposes of this policy, "clear background check" shall mean that a background check was performed, as authorized by A.C.A. §§ 12-12-1601 et seq., and that a potential school volunteer has not committed any of the crimes or offenses contained in A.C.A. §§ 6-17-410, 6-17-411 or 6-17-414, as amended, with regard to both the Arkansas and national background checks, and whose name is not found on the Child Abuse Central Registry.

A person wishing to volunteer in a capacity that requires a background check may not perform volunteer services requiring a background check until a clear background check is received by the District. Once received, a clear background check is good for ____ years¹; a background check renewal must be applied for and a clear background check received prior to the time of renewal or an interruption of permitted volunteer service could occur. A clear background check will be accepted of any individual wishing to volunteer provided it was conducted within the timeframe provided for in this policy.

Option A: The Application for an initial background check may be made through the District administrative office. The District may charge the potential volunteer the same fee charged by the State of Arkansas for performing the check. For a volunteer who has passed his/her previous background check, the District will incur the fee charged by the State of Arkansas for performing a renewal background check.²

Option B: The Application for an initial background check may be made through the District administrative office. The District will incur the fee charged by the State of Arkansas for performing the initial check and any renewal checks.²

A person who failed a previous background check may petition the Board for a waiver from this policy's requirement. The petition shall be accompanied by a signed authorization for disclosure of his or her entire criminal and child abuse registry history. In deciding whether to grant a waiver, the board may take into consideration the circumstance or circumstances under which the act or omission leading to conviction or Child Abuse Registry true finding, the age of the person at the time of the act or omission, the length of time that has passed without reoffending, and other relevant circumstances. If the Superintendent recommends a waiver be granted, the Board may, by a majority vote adopt a resolution providing an exception to this policy's requirement for a time period not to exceed five years. The board must consider this matter in open session, and may not confer or deliberate in closed or executive session.

The board shall not have the authority to waive the application of this policy to any potential volunteer who is a Registered Sex Offender.

Option 1: Clear background checks for school volunteers are only required for those individuals who are required to be or who seek to become Registered Volunteers, as defined in A.C. A. § 6-22-102 et seq.³

Option 2: Clear background checks for school volunteers are only required for those individuals who wish to accompany students on overnight school trips.³

Option 3: Clear background checks for school volunteers are only required for those individuals who wish to volunteer to work one-on-one or in small groups of five or fewer students, such as a tutor or a mentor. ³

Option 4: Clear background checks for school volunteers are only required for those individuals who will volunteer for more than _____ hours in a school year. ^{3,4}

Option 5: Clear background checks for school volunteers are only required for those individuals who will volunteer for the _____, _____, and _____ volunteer programs. ^{3,5}

Option 6: Clear background checks for school volunteers are required prior to any volunteer service to the school district, school, teacher, or classroom, and all clear check volunteers will be issued special volunteer identification to wear prominently when performing their volunteer duties; no person may serve as a volunteer without wearing the provided identification. ³

No information relating to the application for or receipt of a criminal background check, including that a background check has or has not been applied for, shall be subject to disclosure under the Arkansas Freedom of Information Act, as provided by A.C.A. §§ 12-12-1601 et seq. Requests for background checks and reports on background checks obtained under this policy shall be retained by the district for a minimum of three years.

Notes: Background checks for public school volunteers are **not** required by law, but a mechanism exists to provide schools with the results of background checks if the school chooses by policy to require background checks for all or some categories of school volunteers. There are two options offered for payment of the background checks and several options offered concerning the trigger for requiring a background check. In each instance choose the one that most closely aligns with the concerns of the Board and district administration. The potential adverse effects on volunteerism of requiring the background checks can be minimized by either (or both) adopting Option 2 for the payment of the background check, or only requiring background checks of those volunteers who will exercise direct, unsupervised access to students or who will be granted supervisory responsibility over students.

¹There is no statutory provision for the length of time the check is good for. Arkansas teachers are required to get a new background check each time their license is renewed which is five (5) years. Districts are free to choose a shorter or longer period of time.

²Choose the option that your district prefers.

³Select the option, or combination of options, that is the best fit for your school district. Balance your desire to take steps to protect students against the potentially negative effect requiring unnecessary background checks will have on parental involvement. In addition, consider the financial burden of the cost of the background check, which A.C.A. §§ 12-12-1601 et. seq. says cannot exceed \$20. If the parent pays, it could deter them from participating in their child's education as a school volunteer.

⁴Select a number of hours such as 30 that would work for your district.

⁵Use this option to list specific volunteer programs/services that require individuals to pass a background check.

Legal References: A.C.A. §§ 6-17-410, 411, 414
A.C.A. §§ 12-12-1601 et seq.
A.C.A. § 12-18-909(g)(21)

Date Adopted: June 13th, 2002

Last Revised: July 18th, 2013

April 10th, 2014

6.5 VISITORS TO THE SCHOOLS

Parents, grandparents, legal guardians, business, and community members are welcome and encouraged to visit District schools. To minimize the potential for disruption of the learning environment, visitors, for a purpose other than to attend an activity open to the general public, are required to first report to the school's main office. No one shall be exempt from this requirement. Visitors who are Level 3 or Level 4 sex offenders may only enter a school campus under the provisions listed in Policy 6.10.

Parents and legal guardians are encouraged to participate in regularly scheduled visitation events such as school open houses and parent/teacher conferences. Additional conferences are best when scheduled in advance. Conferences shall be scheduled at a time and place to accommodate those participating in the conference. Visits to individual classrooms during class time are permitted on a limited basis with the principal's prior approval and the teacher's knowledge.

Parents wishing to speak to their children during the school day shall register first with the office.

The District has the right to ask disruptive visitors to leave its school campuses. Principals are authorized to seek the assistance of law enforcement officers in removing any disruptive visitors who refuse to leave school property when requested to do so. Visitors who are disruptive become "trespassers" as defined in A.C.A. § 6-21-606. As such, they lose their right to be on campus.

Cross Reference: For non-adult visits see Policy 4.16—STUDENT VISITORS
 For Level 3 and Level 4 sex offenders see Policy 6.10—SEX OFFENDERS ON CAMPUS (MEGAN'S LAW)

Legal References: A.C.A. § 6-21-606
 A.C.A. § 6-21-607

Date Adopted: June 13, 2002
Last Revised: August 9, 2007
 June 16, 2011

6.6 FUND RAISING

All fund raising activities held in the District or in the name of the District must be pre-approved in writing by the Superintendent and affected school principal. The list of potential fund-raisers for the coming school year will be presented to the School Board for approval in May of each year. Approval will be predicated on the potential for return relative to the time and energy to be invested in the fund raising. Fund raising that conflicts excessively with and/or detracts from student or teacher instructional time in either the planning or the execution of the activity will not be approved.

Neither an individual school nor the District shall be liable for any contract between clubs or organizations and third parties.

Student participation in any fund raising activity shall:

Be voluntary. Students who choose not to participate shall not forfeit any school privileges. It shall not be considered discriminatory to reward those who participate; and

Not influence or affect the student's grade.

Secondary Schools

Fund raising in the secondary schools may only be done by officially sanctioned student clubs, spirit groups, school PTAs, or parent booster clubs. Student clubs and spirit groups must receive written approval from their sponsor and the school principal before submitting the fund raising proposal to the Superintendent.

Door to door fundraising activities are generally discouraged. If approved, students wishing to participate who are under the age of eighteen (18) must return to their sponsor a signed parental notification and permission form.

Elementary Schools (K-6)

Fund raising in the elementary schools may only be done by the school or a school sponsored organization. Door to door fundraising activities are generally discouraged, but there shall be no more than one such activity per school per school year.

Schools must provide written notification of the following to parents or legal guardians of elementary students who participate in fund raising programs. Student participation in fund raising programs is voluntary; Students who do not participate will not forfeit any school privileges; Students may not participate in fund raising programs without written parental permission returned to school authorities; An elementary student who sells fund raising merchandise door to door must be accompanied by a parent or an adult; and Unless the school provides supervision, parents must accept responsibility for appropriate adult supervision.

Legal Reference: A.C.A. § 6-18-1104

Date Adopted: June 13, 2002

Last Revised:

6.7 COMPLAINTS

It is a goal of the Board and the District to be responsive to the community it serves and to continuously improve the educational program offered in its schools. The Board or the District welcomes constructive criticism when it is offered with the intent of improving the quality of the system's educational program or the delivery of the District's services.

The Board formulates and adopts policies to achieve the District's vision and elects a Superintendent to implement its policies. The administrative functions of the District are delegated to the Superintendent who is responsible for the effective administration and supervision of the District. Individuals with complaints concerning personnel, curriculum, discipline (including specific discipline policies), coaching, or the day to day management of the schools need to address those complaints according to the following sequence:

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

Other than in the few instances where statutorily allowed or required, student discipline and personnel matters may not be discussed in Board meetings. Individuals with complaints regarding such matters need to follow the sequence outlined above.

Unless authorized by the Board as a whole for a specific purpose, no individual Board member has any authority when acting alone. District constituents are reminded that the Board serves as a finder of fact, not unlike a jury, in matters such as student suspensions initiated by the Superintendent, expulsions, and personnel discipline. For this reason, the board may not be involved or informed prior to a board hearing on particular disciplinary matters.

Complaints that are related to district use or administration of federal funds generated through specific programs identified by the Arkansas Department of Education and authorized in the 2002 reauthorization of the Elementary and Secondary Education Act may be taken directly from a patron or by referral from the Arkansas Department of Education (ADE). If taken directly from a patron, the complaint may be submitted by either a signed statement or by a certified, recorded deposition or statement in which the complainant is identified. The complaints shall be addressed in the following manner.

1. The complaint shall be referred to the federal programs director, who shall assemble a team of at least two people to investigate the complaint.
2. Throughout the investigation, sufficient notes and records will be taken and maintained to substantiate the position of the findings of the investigation.
3. The team will interview the complainant and others as necessary to enable the team to make a determination of the validity of the complaint. The team may consult with individuals with knowledge or expertise in the matter which is the subject of the complaint, including legal counsel.
4. The investigation of complaints referred by the ADE shall be completed within 30 work days of receipt of the complaint, unless a longer time period has been approved by the ADE.
5. The investigation of complaints made directly to the district shall be completed within 40 work days unless there are extenuating circumstances; in such a case, a preliminary report shall be made within 40 work days of receipt of the complaint, which shall include an explanation of the unusual circumstances requiring additional time to complete the investigation.
6. The report of the conclusions of the investigation shall be given to the complainant. It shall contain: a summary of the allegations of the complaint; a summary of the investigative actions taken by the team; a summary of the findings concerning each alleged violation or implied violation; a statement of corrective actions needed to resolve the issues involved in each allegation and find of complaint.

Date Adopted: June 13, 2002

Last Revised: August 9, 2007

6.8 DISTRIBUTION OF PRINTED MATERIALS

The District shall devise and maintain a system for distributing District communications and other printed materials between the Administration and the schools. Use of the system by employees or employee organizations shall be with prior approval of the Superintendent or his/her designee.

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

Date Adopted: June 13, 2002

Last Revised:

6.9 MEDIA RELATIONS AND NEWS RELEASES

It is important that the District maintain good relations with the media. The Superintendent or his/her designee shall devise and implement a plan for the release of pertinent information to the media regarding educational programs, awards, or other student and staff achievements, and special events. The plan shall not require schools to clear the release of public service announcements through the District Administration prior to their release, but may require schools to obtain the approval of the Superintendent prior to the release any statistical type data.

The District shall attempt, within reason, to accommodate media requests for interviews and shall endeavor to be fair and impartial in its treatment of media representatives.

The release of information to the media shall be done in a timely manner, either by written releases or by telephone interviews, to keep patrons abreast of newsworthy District achievements and shall strive to be factual and objective with personal opinions duly noted.

The Board encourages students and staff to participate in academic competitions and programs. Awards earned in such endeavors shall be communicated to the media. Award recipients may also be recognized at Board meetings.

Date Adopted: June 13, 2002

Last Revised:

6.10 SEX OFFENDERS ON CAMPUS (MEGAN'S LAW)

The Paris School District shall work with area law enforcement in a manner consistent with applicable state law and Arkansas Department of Education Regulations to communicate the presence of a sexual offender. When necessary, law enforcement may contact building principals and give them information concerning registered sex offenders. The decision regarding which school principals to notify rests solely with law enforcement officials who use a rating system to determine those needing to be notified according to the offender's dangerousness to the community.

Building principals should, in turn, notify any person who in the course of their employment is regularly in a position to observe unauthorized persons on or near the school's property. Those notified could include employees such as aides, bus drivers, coaches, maintenance staff, professional support staff, school level administrative staff, security personnel, teachers' assistants, and teachers.

It is important that school personnel receiving notice understand that they are receiving sex offender notifications in their official capacity and are **not** to disseminate information about an offender to anyone outside the school. If school personnel are asked about notification information by an organization using school facilities, they should be referred to the area law enforcement agency that issued the notice.

Persons **not** to be notified except at the specific discretion of area law enforcement officials include members of parent-teacher organizations, other schools, organizations using school facilities, students, parents or guardians of students, and the press. Personnel may inform the press about procedures which have been put in place and other general topics, but may not reveal the name or any other specifics regarding an offender.

A parent or guardian who is a Level 1 or Level 2 sex offender shall be allowed to enter the school campus to attend parent-teacher conferences or any other activity which is appropriate for a parent or guardian, or community member

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

1. The offender is a student attending school in the district;
2. To attend a graduation or baccalaureate ceremony, or a school sponsored event for which an admission fee is charged or tickets are sold or distributed;
3. It is a non-student contact day according to the school calendar or no school-sponsored event is taking place on campus;
4. The offender is a parent or guardian of a student enrolled in the district and goes directly to the school office to have school personnel deliver medicine, food, or personal items for the student;
5. The offender is a parent or guardian of a student and enters the school campus where the student is enrolled to attend a scheduled parent-teacher conference **and** the offender is escorted to and from the conference by a designated school official or employee.

A Level 3 and Level 4 sex offender who is the parent or guardian of a child enrolled in the district and who wishes to enter the school campus in which the student is enrolled for any other purpose than those listed above, must give reasonable notice to the school principal or his/her designee. The principal or designee may allow the sex offender to enter upon the campus provided there is a designated school official or employee to escort and supervise the sex offender while they remain on campus. The sex offender shall not enter upon the school campus until such time as a designated school official or employee is available.

Copies of the notification from law enforcement should be kept in a secure place accessible to teachers and staff, but should not be posted on school bulletin boards or made available to students or members of the community at large.

Legal References: A.C.A. § 12-12-913 (g) (3)
 Arkansas Department of Education Guidelines for "Megan's Law"
 A.C.A. § 5-14-131

Date Adopted: April 10, 2003

Last Revised: August 9, 2007

6.11 PARENTAL/COMMUNITY INVOLVEMENT – DISTRICT

The Paris School District understands the importance of involving parents and the community as a whole in promoting higher student achievement and general good will between the district and those it serves. Therefore, the district shall strive to develop and maintain the capacity for meaningful and productive parental and community involvement that will result in partnerships that are mutually beneficial to the school, students, parents, and the community. To achieve such ends, the district shall work to

1. Involve parents and the community in the development of the long range planning of the district;
 2. Give the schools in the district the support necessary to enable them to plan and implement effective parental involvement activities;
 3. Have a coordinated involvement program where the involvement activities of the district enhance the involvement strategies of other programs such as Head Start, HIPPIY, Parents as Partners, Parents as Teachers, ABC, ABC for School Success, area Pre-K programs, and Even Start;
 4. Explain to parents and the community the State's content and achievement standards, State and local student assessments and how the district's curriculum is aligned with the assessments and how parents can work with the district to improve their child's academic achievement;
 5. Provide parents with the materials and training they need to be better able to help their child achieve. The district may use parent resource centers or other community based organizations to foster parental involvement and provide literacy and technology training to parents.
 6. Educate district staff, with the assistance of parents, in ways to work and communicate with parents and to know how to implement parent involvement programs that will promote positive partnerships between the school and parents;
 7. Keep parents informed about parental involvement programs, meetings, and other activities they could be involved in. Such communication shall be, to the extent practicable, in a language the parents can understand;
 8. Find ways to eliminate barriers that work to keep parents from being involved in their child's education. This may include providing transportation and child care to enable parents to participate, arranging meetings at a variety of times, and being creative with parent/teacher conferences;
 9. Find and modify other successful parent and community involvement programs to suit the needs of our district;
 10. Train parents to enhance and promote the involvement of other parents;
 11. Provide reasonable support for other parental involvement activities as parents may reasonably request.
- To ensure the continued improvement of the district's parental/community involvement program, the district will conduct an annual review of its parental involvement policies to examine their effect on promoting higher student achievement. The review shall be done by a committee consisting of parents and other community members, certified and classified staff, and member(s) of the administration.

This policy shall be part of the school's Title I plan and shall be distributed to parents of the district's students and provided, to the extent practicable, in a language the parents can understand.

Notes: If any school in your district receives Title I aid, NCLB requires you to have a district policy covering parental involvement for the parents of students served under the program. Because your district is required to “develop jointly with, agree on with, and distribute to parents of participating children a written parent involvement policy,” this model policy is designed to be a starting point to be used in the development of your final policy. The NCLB Act requires the basics of the introduction and the last two paragraphs as well as items-#1 – 7 and #11. Items #8 – 10 are proposed in the act, but not mandatory. Act 603 of 2003 along with several subsequent amendments (A.C.A. §§ 6-15-1702, 1703, and 1704) require each district to develop a parental involvement plan (rather than a policy) in collaboration with parents. The law is very detailed, and full of “shalls” going far beyond the requirements of this policy required by NCLB. Be sure to have the law handy when working out the details of your district’s parental involvement plan.

The US DOE has correctly opined that this policies (and policy 6.12) are of no use unless accompanied by an implementation plan. Consequently, the ADE’s ACSIP office requires districts to have such a plan.

Act 1423 of 2013 requires each school to place a parent-friendly summary of the parent involvement plan as a supplement to the student handbook. The parent has to sign a receipt acknowledging receipt of the summary and return the signed form to the school where the student is enrolled.

Legal References: 20 U.S.C. § 6318 (a)(2),(A),(B),(D),(E) (NCLB Act of 2001, Section 1118)
 20 U.S.C. § 6318 (e)(1),(2),(3),(4),(5),(6),(8),(9),(10),(11),(13),(14) (NCLB Act of 2001, Section 1118)

Date Adopted: August 14, 2003
Last Revised: June 11, 2009
 July 18, 2013

6.12 PARENTAL/COMMUNITY INVOLVEMENT – SCHOOL

Paris School understands the importance of involving parents and the community as a whole in promoting higher student achievement and general good will between the school and those it serves. Therefore, Paris School shall strive to develop and maintain the capacity for meaningful and productive parental and community involvement that will result in partnerships that are mutually beneficial to the school, students, parents, and the community. To achieve such ends, the school shall work to

1. Involve parents and the community in the development and improvement of Title I programs for the school;
2. Have a coordinated involvement program where the involvement activities of the school enhance the involvement strategies of other programs such as Head Start, HIPPI, Parents as Partners, Parents as Teachers, ABC, ABC for School Success, area Pre-K programs, and Even Start;
3. Explain to parents and the community the State's content and achievement standards, State and local student assessments and how the school's curriculum is aligned with the assessments and how parents can work with the school to improve their child's academic achievement;
4. Provide parents with the materials and training they need to be better able to help their child achieve. The school may use parent resource centers or other community based organizations to foster parental involvement and provide literacy and technology training to parents.
5. Educate school staff, with the assistance of parents, in ways to work and communicate with parents and to know how to implement parent involvement programs that will promote positive partnerships between the school and parents;
6. Keep parents informed about parental involvement programs, meetings, and other activities they could be involved in. Such communication shall be, to the extent practicable, in a language the parents can understand;
7. Find ways to eliminate barriers that work to keep parents from being involved in their child's education. This may include providing transportation and child care to enable parents to participate, arranging meetings at a variety of times, and being creative with parent/teacher conferences;
8. Find and modify other successful parent and community involvement programs to suit the needs of our school;
9. Train parents to enhance and promote the involvement of other parents;
10. Provide reasonable support for other parental involvement activities as parents may reasonably request.

To help promote an understanding of each party's role in improving student learning, Paris School shall develop a compact that outlines the responsibilities of parents, students, and the school staff in raising student academic achievement and in building the partnerships that will enable students to meet the State's academic standards.

Paris School shall convene an annual meeting, or several meetings at varying times if necessary to adequately reach parents of participating students, to inform parents of the school's participation in Title I, its requirements regarding parental involvement, and the parents' right to be involved in the education of their child.

Paris School shall, at least annually, involve parents in reviewing the school's Title I program and parental involvement policy in order to help ensure their continued improvement.

This policy shall be part of the school's Title I plan and shall be distributed to parents of the district's students and provided, to the extent practicable, in a language the parents can understand.

Notes: If your school receives Title I assistance, NCLB requires you to have a school policy covering parental involvement for the parents of students served under the program. Because your school is required to “develop jointly with, agree on with, and distribute to parents of participating children a written parent involvement policy,” this model policy is designed to be a starting point to be used in the development of your final policy. The NCLB Act requires the basics of the introduction and the last four paragraphs as well as items-#1 – 6 and #10. Items #7 – 9 are proposed in the act, but not mandatory. Act 603 of 2003 along with several subsequent amendments (A.C.A. §§ 6-15-1702, 1703, and 1704) require each district to develop a parental involvement plan (rather than a policy) in collaboration with parents. The law is very detailed, and full of “shalls” going far beyond the requirements of this policy required by NCLB. Be sure to have the law handy when working out the details of your district’s parental involvement plan.

The “compact” is also required to be developed jointly with parents of the children served under Title I.

The US DOE has correctly opined that this policies (and policy 6.11) are of no use unless accompanied by an implementation plan. Consequently, the ADE’s ACSIP office requires schools to have such a plan.

Act 1423 of 2013 requires each school to place a parent-friendly summary of the parent involvement plan as a supplement to the student handbook. The parent has to sign a receipt acknowledging receipt of the summary and return the signed form to the school where the student is enrolled.

Legal References: 20 U.S.C. § 6318 (b)(1) (NCLB Act of 2001, Section 1118)
 20 U.S.C. § 6318 (c)(1),(2),(3),(4) (NCLB Act of 2001, Section 1118)
 20 U.S.C. § 6318 (d) (NCLB Act of 2001, Section 1118)
 20 U.S.C. § 6318 (e)(1),(2),(3),(4),(5),(6),(8),(9),(10),(11),(13),(14) (NCLB Act of 2001, Section 1118)

Date Adopted:

Last Revised: June 11, 2009

 July 18, 2013

6.13 BRIGHT OPPORTUNITIES PROGRAM

The Bright Opportunities Program (B.O.P.) serves the following populations in this order of priority:

- ❑ Children of teen parents
- ❑ Children of district personnel
- ❑ Children who are currently enrolled in B.O.P.
- ❑ Children of community parents

Teen parents are provided services so that they have the opportunity to successfully complete the high school experience. These services are offered at no cost to the teen parents as long as the teens are enrolled as full-time students in Paris High School. Teen parents are expected to complete and submit enrollment forms to the BRIGHT OPPORTUNITIES PROGRAM Director or to the birth to 18 month old caregiver as soon as possible so that a position will be reserved for his/her child. Teen parents are expected to serve as a volunteer for a minimum of ten (10) hours per week in the BRIGHT OPPORTUNITIES PROGRAM.

As vacancies occur within the program, they will be filled in accordance with the established priorities. New district personnel will have priority over existing personnel or patrons who have chosen to obtain childcare services other than those provided by the BRIGHT OPPORTUNITIES PROGRAM. Should a child of district personnel or a community patron enroll and then exit the program, the child will then be placed at the bottom of the enrollment waiting list and will be served as a slot becomes available.

6.14 Public Use of School Buildings

It is the policy of the Board that Paris District school buildings may be used by citizens of the district to conduct lawful meetings provided such meetings do not interfere with the regular school work. The Superintendent shall be responsible, with Board approval, for establishing procedures governing such use of school buildings. The governing procedures shall be viewpoint neutral. Building principals shall be consulted to determine if there exists any conflict with planned school activities prior to other groups being allowed to use school facilities.

The District shall establish a fee schedule for the use of school facilities. Charges made for the use of school facilities shall reflect the actual costs (e.g. labor, utility, and materials) incurred by the District.

Organizations using school facilities assume full and complete responsibility for the conduct of all persons, regardless of age, associated with their use of the facility while they are in or about the facility.

Smoking or 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. A.C.A. § 6-21-609

Firearms or weapons (as defined in A.C.A. § 5-73-120) of any kind are not allowed on school property unless the person carrying the firearm is permitted to do so by law as defined in A.C.A. § 5-73-120.*

Legal Reference: A.C.A. § 6-21-101

A.C.A. § 5-73-120

A.C.A. § 6-21-609

A.C.A. § 5-73-119

A.C.A. § 5-73-306

Date Adopted: June 26th, 2014

6.14.1 General Procedures Governing the Rental and Use of School Facilities

The buildings and facilities of the Paris School District No. 7 of Logan County, Arkansas (the "District") serve the fundamental purpose of insuring that the youth of the community receive the benefits of a sound education. As a

compliment to this fundamental purpose, the District's buildings and facilities ("District Facilities") also serve the community at large. Therefore, it is the policy of the Board of Education of the District to make District Facilities available to the community when not in use for other school activities.

Usage of District Facilities will be restricted to individuals or groups whose activities benefit the residents of the District. The District will not extend use of District Facilities to any organization or group whose policies advocate the advancement of any doctrine or theory subversive to the laws of the United States of America or the State of Arkansas. The District also reserves the right to refuse the use of buildings and facilities to any group whose usage might be detrimental to the facilities or create a disturbance.

All activities conducted in District Facilities shall be open to all persons without regard to race, color, religion, national origin, or sex, and shall be conducted in accordance with all local, state and federal ordinances, laws and regulations. Users must specifically comply with all the federal and state equal opportunity laws and regulations prohibiting discrimination on the basis of gender, ethnicity, disability, religious or political affiliation. Approval of the use of District Facilities by an organization for non-school purposes will not constitute endorsement by the District of that organization or its beliefs and purposes.

The user shall be responsible for the conduct and control of participants and shall ensure that all applicable fire and safety regulations are followed. The maximum number of participants permitted in any facility shall be restricted to its seating capacity as indicated by fire regulations.

Use or possession of tobacco (including e-cigarettes, e-cigars, e-pipes, or under any other name or descriptor), alcohol or illegal drugs anywhere on school property is strictly prohibited. Use or possession of firearms or other weapons, as well as gambling, are also prohibited. Failure to comply will result in an immediate request to leave District Facilities and will void any future rentals.

Terms and Conditions

Indemnity

Each user of District Facilities shall defend, indemnify, and hold harmless, the Board of Education of the District and the District's employees, agents, successors, and permitted assigns from and against any and all claims, demands, suits, causes of action, damages, losses, fines, assessments, costs, and expenses, including but not limited to reasonable attorneys' fees, settlement amounts, damages awards, and product warranty and recall expenses, whether for commercial loss, property damage, bodily injury, a violation of any law, regulation, code, or standard, including industry standards, or any other form of damage, arising directly or indirectly from or out of any action or omission of the user of District Facilities. The user further agrees to make full restitution for any and all damages incurred during the use of District Facilities.

Insurance

Each user shall maintain general public liability insurance at its own expense, in an amount not less than one million dollars (\$1,000,000.00) per occurrence.

Supervision

Proper security and supervision of participants must be maintained at all times. One adult per thirty (30) participants is required at all times. One person shall be designated as being in charge of and responsible for the event. This person will be directly responsible to the administrator of the school in which the event is scheduled, and will also be accountable to fulfill the terms of the Facility Rental Agreement (the "Rental Agreement") for each event. Additional requirements for large events are found in the Rental Fee Schedule.

Return Condition

All District Facilities will be returned to a suitable condition under the supervision of a District employee. Users will ensure that all District Facilities are reasonably clean and free from litter at the end of the period of usage. It will be the responsibility of the applicant to see that **all persons** have vacated the school buildings and grounds promptly at the time specified in the Rental Agreement and that the building is securely closed. Custodial charges are found in the Rental

Fee Schedule.

Transfer

The Rental Agreement is not transferable to any other person or group (subleasing is not permitted), and rental is restricted to the conditions agreed to herein.

Agreement of Time

The hours listed will include both entry and exit time for the facility, rehearsal, set-up or practice time needed prior to the scheduled event and for clean-up after the event. Groups must adhere to the hours stated in the Rental Agreement. All rental and custodial fees will be assessed on a two (2) hour minimum. Events greater than two hours require approval.

Specified Area Use

Users must confine their activities to those facilities for which a rental request was approved. The only allowable facilities to be used other than those specified in the Rental Agreement are the restrooms and drinking fountains in the nearest proximity.

Authority

Athletic & Building Facilities: The Maintenance Supervisor along with the Superintendent will be the approving authorities for use of athletic facilities. The user will submit all signed documents to the Superintendent's Office where final approval will be granted or denied. Final confirmation of approved facility rental will be sent to the applicant.

Fees

Users will be assessed appropriate fees to use District Facilities, as determined by their priority grouping. These fees may include, but are not limited to facility fees, utility fees, off-duty staff fees, custodial fees, operation of equipment, continuous long-term rentals, and other additional equipment or maintenance fees. Applicable fees must be submitted to the Superintendent's within five (5) working days of receiving invoice.

Concessions at Athletic Events

No food or drink will be sold during the use of District Facilities without prior written approval. All concession sales must strictly adhere to any District contracts with food and drink vendors.

Fields/Weather Conditions

Athletic fields may be available for community use pending approval from the Maintenance Supervisor. This use is subject to cancellation or rescheduling due to weather conditions, field conditions, or maintenance operations. Fields too wet to play on will be closed at the discretion of the Superintendent and/or Maintenance Supervisor.

Equipment & Technology

Building rental does not include the use of technology or audio-visual equipment. This equipment is not to be used unless prior approval has been granted. Requests for additional equipment must be made at time of application. Off-duty staff fees may apply.

Long-term Usage Agreements

Long-term or repeated use of District facilities must be arranged and coordinated with the Maintenance Supervisor and the Superintendent and will be approved on a case-by-case basis.

Exceptions

Any exceptions to these procedures may be made only through a review committee consisting of the Maintenance Supervisor, Superintendent, the Curriculum Director and the Principal of the building in question. The District reserves the right to refuse or to cancel any Rental Agreement for the use of District Facilities when it is deemed that such action is in the best interests of the District.

The Representative

Presence of a school staff member may be required when a District Facility is in use. If a school staff member is required, additional fees may apply. Also, for large events our District Resource Officer maybe required. Additional fees will apply. Or, an off duty officer may be hired or donate his/her time to your group. This off duty officer may be used with prior approval. (Definition of a "Large Group" will be determined by the Superintendent and Maintenance Supervisor.)

Agreement

Applications for use of a District Facility shall be made by submitting the Rental Agreement at least fourteen (30) days in advance of an event. Prior to the use of a District Facility, a Rental Agreement must be completed and approved by the Maintenance Supervisor or Superintendent. The Rental Agreement shall be made on either a single-event or a month-to-month basis with termination by either party upon seven (7) days' notice.

Cancellations or Changes

Any Rental Agreement may be cancelled by the District in favor of school activities. Reasonable effort will be made to offer alternative spaces and to give timely notification in the event of unavoidable circumstances requiring changes. Any changes to the agreed-upon time and school location must be negotiated a minimum of two (2) working days before the scheduled event. Both parties must approve of the changes on the Rental Agreement. If the need arises to cancel the scheduled event, the user shall notify the District as soon as possible. Refunds will only be made when cancellations are requested by the user at least 48 hours in advance. If the District finds it necessary to cancel the scheduled event due to weather conditions or emergencies, all fees shall be returned in full to the user.

Group Priority Categories

District Facilities will be made available for community use as long as there is no conflict with official school schedules according to the following priority and rental rate groupings:

Group A: **School-related groups** - organized for the expressed purpose of supporting authorized district programs and sponsored activities (PTA/PTO, booster organizations, wellness programs, committee meetings, school activities, sports events, dances, carnivals, concerts, Scouts, recreation associations, 4-H, Boys & Girls Club, etc.)

Group B: **Organized community non-profit groups**

Service and civic clubs, charitable organizations, homeowner's associations, community arts groups, community concerts, ballet and music recitals)

Group C: **For Profit Groups or Individuals or Community Social Groups** (Anytime a fee is charged for those to participate/enter the event and the group or individual profits.)(Birthday parties, Wedding Events, etc...) There will be no long term use agreements for "for profit groups/individuals".

The Superintendent and/or his/her designee will decide if a group is "for profit" or "not for profit".

Date Adopted: June 26, 2014

General School Facilities

July 1, 2014

Rental Fees (Per DAY) Facility	Group A	Group B	Group C	Faculty and or Resource Officer Fee \$25 per hour min 2 hours.	Facility Deposit Fee (Returned upon Maintenance cleared inspection)
School Related Groups	Organized Non-Profit	For Profit Groups	(This fee waved with an approved Statement of Responsibility Use Agreement)		
High School					
Cafeteorium	NC	NC	\$100	\$50	\$100
High School Library	NC	NC	\$50	\$50	\$100
Main Gym	NC	NC	\$150	\$50	\$100
Auxiliary Gym	NC	NC	\$150	\$50	\$100
Track/Football Field	NC	NC	\$150	\$50	\$100
Practice Football Field	NC	NC	\$50	\$50	\$100
Outside Volleyball Court	NC	NC	\$50	\$50	\$100
Junior High					
Auditorium	NC	NC	\$150	\$50	\$100
Cafeteria	NC	NC	\$150	\$50	\$100
MS Library	NC	NC	\$50	\$50	\$100
Safe Room	NC	NC	\$100	\$50	\$100
Middle School Gym	NC	NC	\$150	\$50	\$100
Old Football Field/Track	NC	NC	\$150	\$50	\$100
Board Room	NC	NC	\$50	\$50	\$100
Elementary					
Cafeteria	NC	NC	\$100	\$50	\$100
ES Library	NC	NC	\$50	\$50	\$100
ES Gym (Rubber Floor)	NC	NC	\$100	\$150	\$100
Tennis Court	NC	NC	\$100	\$50	\$100

Softball Field	NC	NC	\$150	\$150	\$100
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6.14.2 General Procedures for School Groups Use of School Facilities

The buildings and facilities of the Paris School District No. 7 of Logan County, Arkansas (the "District") serve the fundamental purpose of insuring that the youth of the community receive the benefits of a sound education. As a compliment to this fundamental purpose, the District's buildings and facilities ("District Facilities") also serve the community at large. Therefore, it is the policy of the Board of Education of the District to make District Facilities available to the community when not in use for other school activities.

The user shall be responsible for the conduct and control of participants and shall ensure that all applicable fire and safety regulations are followed. The maximum number of participants permitted in any facility shall be restricted to its seating capacity as indicated by fire regulations.

Use or possession of tobacco (including e-cigarettes, e-cigars, e-pipes, or under any other name or descriptor), alcohol or illegal drugs anywhere on school property is strictly prohibited. Use or possession of firearms or other weapons, as well as gambling, are also prohibited. Failure to comply will result in an immediate request to leave District Facilities and will void any future rentals.

Terms and Conditions

Indemnity

Each user of District Facilities shall defend, indemnify, and hold harmless, the Board of Education of the District and the District's employees, agents, successors, and permitted assigns from and against any and all claims, demands, suits, causes of action, damages, losses, fines, assessments, costs, and expenses, including but not limited to reasonable attorneys' fees, settlement amounts, damages awards, and product warranty and recall expenses, whether for commercial loss, property damage, bodily injury, a violation of any law, regulation, code, or standard, including industry standards, or any other form of damage, arising directly or indirectly from or out of any action or omission of the user of District Facilities. The user further agrees to make full restitution for any and all damages incurred during the use of District Facilities.

Supervision

Proper security and supervision of participants must be maintained at all times. One adult per thirty (30) participants is required at all times. One District Employee shall be designated as being in charge of and responsible for the event. This person will be directly responsible to the administrator of the school in which the event is scheduled.

Return Condition

All District Facilities will be returned to a suitable condition under the supervision of the designated District Employee. Users will ensure that all District Facilities are reasonably clean and free from litter at the end of the period of usage. It will be the responsibility of the designated District Employee to see that **all persons** have vacated the school buildings and grounds promptly at the time specified and that the building is securely closed.

Agreement of Time

The hours listed will include both entry and exit time for the facility, rehearsal, set-up or practice time needed prior to the scheduled event and for clean-up after the event. Groups must adhere to the hours stated.

Specified Area Use

Groups must confine their activities to those facilities for which a rental request was approved. The only allowable facilities to be used other than those specified are the restrooms and drinking fountains in the nearest proximity.

Authority

The District Employee responsible for the event will enter, on School Dude, the request for usage of a building or area of a building. This request must be made 2 weeks prior to the event and the employee must have checked the online school calendar to make sure that the area is not already reserved. The District Employee in charge of the event is

responsible for seeing that set-up and clean-up procedures have been established. If the Maintenance /Custodial staff is needed, **a work order MUST be put in and approved!** (DON'T assume that Maint/Cust staff will "take care of it")

Equipment & Technology

If any additional equipment/technology is needed, the appropriate work orders need to be submitted AFTER the event is approved and scheduled.

Group Priority Categories

- A) Academic and School Calendar Events (Maint/Cust Staff will set up and clean up)**
- B) Scheduled Sporting Events (Maint/Cust Staff will set up and clean up)**
- C) Practices for Sporting Events**
- D) All other groups/grades/clubs/school organizations**

Adopted: June 26th, 2014

Revised:

6.14.1 General Procedures Governing the Rental and Use of School Facilities

The buildings and facilities of the Paris School District No. 7 of Logan County, Arkansas (the “District”) serve the fundamental purpose of insuring that the youth of the community receive the benefits of a sound education. As a compliment to this fundamental purpose, the District’s buildings and facilities (“District Facilities”) also serve the community at large. Therefore, it is the policy of the Board of Education of the District to make District Facilities available to the community when not in use for other school activities.

Usage of District Facilities will be restricted to individuals or groups whose activities benefit the residents of the District. The District will not extend use of District Facilities to any organization or group whose policies advocate the advancement of any doctrine or theory subversive to the laws of the United States of America or the State of Arkansas. The District also reserves the right to refuse the use of buildings and facilities to any group whose usage might be detrimental to the facilities or create a disturbance.

All activities conducted in District Facilities shall be open to all persons without regard to race, color, religion, national origin, or sex, and shall be conducted in accordance with all local, state and federal ordinances, laws and regulations. Users must specifically comply with all the federal and state equal opportunity laws and regulations prohibiting discrimination on the basis of gender, ethnicity, disability, religious or political affiliation. Approval of the use of District Facilities by an organization for non-school purposes will not constitute endorsement by the District of that organization or its beliefs and purposes.

The user shall be responsible for the conduct and control of participants and shall ensure that all applicable fire and safety regulations are followed. The maximum number of participants permitted in any facility shall be restricted to its seating capacity as indicated by fire regulations.

Use or possession of tobacco (including e-cigarettes, e-cigars, e-pipes, or under any other name or descriptor), alcohol or illegal drugs anywhere on school property is strictly prohibited. Use or possession of firearms or other weapons, as well as gambling, are also prohibited. Failure to comply will result in an immediate request to leave District Facilities and will void any future rentals.

Terms and Conditions

Indemnity

Each user of District Facilities shall defend, indemnify, and hold harmless, the Board of Education of the District and the District’s employees, agents, successors, and permitted assigns from and against any and all claims, demands, suits, causes of action, damages, losses, fines, assessments, costs, and expenses, including but not limited to reasonable attorneys’ fees, settlement amounts, damages awards, and product warranty and recall expenses, whether for commercial loss, property damage, bodily injury, a violation of any law, regulation, code, or standard, including industry standards, or any other form of damage, arising directly or indirectly from or out of any action or omission of the user of District Facilities. The user further agrees to make full restitution for any and all damages incurred during the use of District Facilities.

Insurance

Each user shall maintain general public liability insurance at its own expense, in an amount not less than one million dollars (\$1,000,000.00) per occurrence.

Supervision

Proper security and supervision of participants must be maintained at all times. One adult per thirty (30) participants is required at all times. One person shall be designated as being in charge of and responsible for the event. This person will be directly responsible to the administrator of the school in which the event is scheduled, and will also be accountable to fulfill the terms of the Facility Rental Agreement (the “Rental Agreement”) for each event. Additional requirements for large events are found in the Rental Fee Schedule.

Return Condition

All District Facilities will be returned to a suitable condition under the supervision of a District employee. Users will ensure that all District Facilities are reasonably clean and free from litter at the end of the period of usage. It will be the responsibility of the applicant to see that **all persons** have vacated the school buildings and grounds promptly at the time specified in the Rental Agreement and that the building is securely closed. Custodial charges are found in the Rental Fee Schedule.

Transfer

The Rental Agreement is not transferable to any other person or group (subleasing is not permitted), and rental is restricted to the conditions agreed to herein.

Agreement of Time

The hours listed will include both entry and exit time for the facility, rehearsal, set-up or practice time needed prior to the scheduled event and for clean-up after the event. Groups must adhere to the hours stated in the Rental Agreement. All rental and custodial fees will be assessed on a two (2) hour minimum. Events greater than two hours require approval.

Specified Area Use

Users must confine their activities to those facilities for which a rental request was approved. The only allowable facilities to be used other than those specified in the Rental Agreement are the restrooms and drinking fountains in the nearest proximity.

Authority

Athletic & Building Facilities: The Maintenance Supervisor along with the Superintendent will be the approving authorities for use of athletic facilities. The user will submit all signed documents to the Superintendent's Office where final approval will be granted or denied . Final confirmation of approved facility rental will be sent to the applicant.

Fees

Users will be assessed appropriate fees to use District Facilities, as determined by their priority grouping. These fees may include, but are not limited to facility fees, utility fees, off-duty staff fees, custodial fees, operation of equipment, continuous long-term rentals, and other additional equipment or maintenance fees. Applicable fees must be submitted to the Superintendent's within five (5) working days of receiving invoice.

Concessions at Athletic Events

No food or drink will be sold during the use of District Facilities without prior written approval. All concession sales must strictly adhere to any District contracts with food and drink vendors.

Fields/Weather Conditions

Athletic fields may be available for community use pending approval from the Maintenance Supervisor. This use is subject to cancellation or rescheduling due to weather conditions, field conditions, or maintenance operations. Fields too wet to play on will be closed at the discretion of the Superintendent and/or Maintenance Supervisor.

Equipment & Technology

Building rental does not include the use of technology or audio-visual equipment. This equipment is not to be used unless prior approval has been granted. Requests for additional equipment must be made at time of application. Off-duty staff fees may apply.

Long-term Usage Agreements

Long-term or repeated use of District facilities must be arranged and coordinated with the Maintenance Supervisor and the Superintendent and will be approved on a case-by-case basis.

Exceptions

Any exceptions to these procedures may be made only through a review committee consisting of the Maintenance Supervisor, Superintendent, the Curriculum Director and the Principal of the building in question. The District reserves

the right to refuse or to cancel any Rental Agreement for the use of District Facilities when it is deemed that such action is in the best interests of the District.

The Representative

Presence of a school staff member may be required when a District Facility is in use. If a school staff member is required, additional fees may apply. Also, for large events our District Resource Officer maybe required. Additional fees will apply. Or, an off duty officer may be hired or donate his/her time to your group. This off duty officer may be used with prior approval. (Definition of a "Large Group" will be determined by the Superintendent and Maintenance Supervisor.)

Agreement

Applications for use of a District Facility shall be made by submitting the Rental Agreement at least fourteen (30) days in advance of an event. Prior to the use of a District Facility, a Rental Agreement must be completed and approved by the Maintenance Supervisor or Superintendent. The Rental Agreement shall be made on either a single-event or a month-to-month basis with termination by either party upon seven (7) days' notice.

Cancellations or Changes

Any Rental Agreement may be cancelled by the District in favor of school activities. Reasonable effort will be made to offer alternative spaces and to give timely notification in the event of unavoidable circumstances requiring changes. Any changes to the agreed-upon time and school location must be negotiated a minimum of two (2) working days before the scheduled event. Both parties must approve of the changes on the Rental Agreement. If the need arises to cancel the scheduled event, the user shall notify the District as soon as possible. Refunds will only be made when cancellations are requested by the user at least 48 hours in advance. If the District finds it necessary to cancel the scheduled event due to weather conditions or emergencies, all fees shall be returned in full to the user.

Group Priority Categories

District Facilities will be made available for community use as long as there is no conflict with official school schedules according to the following priority and rental rate groupings:

Group A: School-related groups - organized for the expressed purpose of supporting authorized district programs and sponsored activities (PTA/PTO, booster organizations, wellness programs, committee meetings, school activities, sports events, dances, carnivals, concerts, Scouts, recreation associations, 4-H, Boys & Girls Club, etc.)

Group B: Organized community non-profit groups

Service and civic clubs, charitable organizations, homeowner's associations, community arts groups, community concerts, ballet and music recitals)

Group C: For Profit Groups or Individuals or Community Social Groups (Anytime a fee is charged for those to participate/enter the event and the group or individual profits.)(Birthday parties, Wedding Events, etc...) There will be no long term use agreements for "for profit groups/individuals".

The Superintendent and/or his/her designee will decide if a group is "for profit" or "not for profit".

Date Adopted: June 26, 2014

7.1 - FISCAL YEAR

The District's fiscal year shall begin July 1 and end on the following June 30.

Legal Reference: A.C.A. § 6-20-410

Date Adopted: June 13, 2002

Last Revised:

7.2 - ANNUAL OPERATING BUDGET

The Superintendent shall be responsible for the preparation of the annual operating budget for the District. The Superintendent shall present the budget to the Board for its review, modification, and approval.

The budget shall be prepared in the electronic format as prescribed by the State Board of Education and filed with the Arkansas Department of Education no later than September 30 of each year.

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

Any changes made to the budget shall be in accordance with District policy and state law.

Legal References: A.C.A. § 6-17-914
 A.C.A. § 6-13-701(e)(3)
 A.C.A. § 6-20-2202

Date Adopted: June 13, 2002
Last Revised: July 18, 2013
 April 10th, 2014

7.3 - MILLAGE RATE

The Board shall publish, one time in some newspaper published in the county in which the District lies, at least sixty (60) days in advance of the annual school election at which the annual ad valorem property tax for the District is decided by the electors, the District's proposed budget, together with a millage rate sufficient to provide the funds necessary for the District's operation.

Legal References:

A.C.A. § 6-13-622

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

Date Adopted: June 13, 2002

Last Revised: April 8, 2004

June 16, 2011

7.4 - GRANTS AND SPECIAL FUNDING

The Superintendent or his/her designee may apply for grants or special funding for the District. Any grants or special funding that require matching District resources shall receive Board approval prior to the filing of the grant's or special resource's application.

Date Adopted: June 13, 2002

Last Revised:

7.5 - PURCHASES OF COMMODITIES

Purchases shall be made in accordance with State laws and procurement procedures governing school purchases that are deemed to be in the best interest of the District and are the result of fair and open competition between qualified bidders and suppliers.

DEFINITIONS

"Commodities" are all supplies, goods, material, equipment, computers, software, machinery, facilities, personal property, and services, other than personal and professional services, purchased on behalf of the District.

"Specifications" means a technical description or other description of the physical and/or functional characteristics of a commodity.

Purchases of commodities with a purchase price of more than \$10,000 require prior Board approval, unless an emergency exists, in which case the Superintendent may waive this requirement.

The District shall notify in writing all actual or prospective bidders, offers, or contractors who make a written request to the District for notification of opportunities to bid. The notification shall be made in sufficient time to allow actual or prospective bidders, offers, or contractors to submit a bid or other appropriate response. The Board shall accept bids submitted electronically by email or fax for any and all District purchases, unless specified to be submitted by other means or methods, and except those bids which have been specified to have a designated date upon which the bids shall be opened. The superintendent shall be responsible for ensuring submitted bids, whether written, faxed, or emailed, are retained in accordance with policy 7.15 – RECORD RETENTION AND DESTRUCTION.

All purchases of commodities in which the estimated purchase price equals or exceeds ten thousand dollars (\$10,000) shall be procured by soliciting bids. Specifications shall be devised for all commodities to be bid that are specific enough to ensure uniformity of the bid and yet not so restrictive that it would prevent competitive bidding. The bid specifications shall not include the name or identity of any specific vendor. The Board reserves the right to reject all bids and to purchase the commodity by negotiating a contract. In such an instance, each responsible bidder who submitted a bid shall be notified and given a reasonable opportunity to negotiate.

Bids shall be awarded after careful examination of the details of the bid to determine the best overall value to the District. In instances where the low bid was not accepted a statement of the reasons shall be attached to the bid. Bidders submitting written bids shall be notified in writing of the bid award.

The following commodities may be purchased without soliciting bids provided that the purchasing official determines in writing that it is not practicable to use other than the required or designated commodity or service, and a copy of this statement is attached to the purchase order:

- Commodities in instances of an unforeseen and unavoidable emergency;
- Commodities available only from the federal government;
- Utility services;
- Used equipment and machinery, except used buses; and
- Commodities available only from a single source.

Prospective bidders, offers, or contractors may appeal to the district's Superintendent if they believe the District failed to follow District bidding and purchasing policy or state law.

Any award of a contract shall be subject to revocation for ten working days or, if an appeal is received, after resolution of the appeal. This shall give prospective bidders, offers, or contractors the opportunity to appeal the bid award if they believe the facts warrant an appeal. Any appeal shall be **in writing by certified mail** and received by the District office, "attention to the Superintendent" within seven calendar days following the initial and revocable award of the contract.

If the District receives an appeal of a bid award, they shall notify, in writing, those prospective bidders, offers, or contractors who have made a written request to the District for notification of opportunities to bid that an appeal has been submitted. The notification shall state:

- ❑ that the contract award has been halted pending resolution of the appeal and could be revoked;
- ❑ the reasons for the appeal;
- ❑ that the recipient of the letter may respond to the protested issues identified in the appeal;
- ❑ the date the decision on the appeal will be made and notification sent;
- ❑ that, if the appeal is upheld, the bidding process will start all over again;
- ❑ that if the bidding is re-opened, changes will be made to the request for bids as necessary to satisfy the reasons for upholding the appeal.

The sole authority to resolve any appeal made relating to this policy shall rest with the Superintendent. The Superintendent's decision shall be final and conclusive. In the event the District upholds an appeal, the sole responsibility of the District to the aggrieved bidder(s) shall be the re-opening of the bidding process.

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

Date Adopted: June 13, 2002
Last Revised: April 12, 2007
 July 10, 2009
 July 18, 2013

7.5F—COMMODITIES BIDDER AFFIDAVIT

NAME OF SCHOOL DISTRICT

NAME OF COUNTY

I, _____, hereby state:

(1) I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement. I certify the facts as detailed below pertaining to the non-existence of collusion among and between bidders and state officials, as well as to the facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.

(2) I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.

(3) Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

(A) To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

(B) To any collusion with any state official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of the prospective contract; or

(C) In any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.

(4) I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviations from the specifications shall occur only as part of a formal change process approved by the Board of Directors of the school district.

Signature

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

7.5F2— FOOD SERVICE COMMODITIES BIDDER AFFIDAVIT

NAME OF SCHOOL DISTRICT

NAME OF COUNTY

I, _____, hereby state:

(1) I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement. I certify the facts as detailed below pertaining to the non-existence of collusion among and between bidders and state officials, as well as to the facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.

(2) I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.

(3) Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

(A) To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

(B) To any collusion with any state official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of the prospective contract; or

(C) In any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.

(4) I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviations from the specifications shall occur only as part of a formal change process approved by the Board of Directors of the school district.

(5) I hereby certify that the bid, unless specifically exempted by the USDA, is for agricultural commodities that have been produced in the U.S. or if the bid contains food products that at least 51% of food in the product was produced in the U.S. I understand that the district shall not accept any product that does not meet this requirement and is not liable for any loss I may incur as a result of such refusal to accept.

Signature

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

7.6 - ACTIVITY ACCOUNT

The District shall maintain an account of activity funds. The funds for the account are those revenues derived from the sale of tickets to athletic contests or other school sponsored activities; the sale of food other than that sold in the cafeteria; the sale of soft drinks, school supplies, and books; and fees charged by clubs and organizations.

Activity funds are considered "school funds" and, as such, may only be spent for school related purposes.

The Superintendent shall be the custodian of all activity funds and shall be responsible and accountable for the funds. The Superintendent may appoint a co-custodian for each school in the District who shall also be responsible for the activity funds he/she maintains.

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

Date Adopted: June 13, 2002

Last Revised: June 16, 2011

7.7 - CASH IN CLASSROOMS

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

Date Adopted: June 13th, 2002

Last Revised: May 10th, 2012

7.8 - PERSONAL PROPERTY

To avoid confusion and the potential for misunderstandings, District staffs who bring personal property to school to use in the performance of their jobs should label the items with their names. Any such items should be removed from the school at the close of school each year. The District assumes no responsibility for damage to, or the loss of, personal property brought to District facilities by District staff.

Date Adopted: June 13, 2002

Last Revised:

7.9 - PROPERTY INSURANCE

The Superintendent shall be responsible, with approval of the Board, for maintaining adequate insurance coverage for all District properties. At a minimum, the District will purchase insurance coverage sufficient to meet the requirements by the Arkansas Commission for Public School Academic Facilities and Transportation.

Legal References: A.C.A. § 6-21-114(d)
Arkansas Commission for Public School Academic Facilities and Transportation
Rules Governing Property Insurance Requirements

Date Adopted: June 13, 2002

Last Revised: June 16, 2011

7.10 - PUBLIC USE OF SCHOOL BUILDINGS

It is the policy of the Board that District school buildings may be used by citizens of the District to conduct lawful meetings for social, civic, or recreational purposes provided such meetings do not interfere with the regular school work and proper protection is afforded the district against the potential costs of such use. The Superintendent shall be responsible, with Board approval, for establishing procedures governing such use of school buildings. The governing procedures shall be viewpoint neutral. Building principals shall be consulted to determine if there exists any conflict with planned school activities prior to other groups being allowed to use school facilities.

The District shall establish a fee schedule for the use of school facilities. Charges made for the use of school facilities shall reflect the actual costs (e.g. labor, utility, and materials) incurred by the District. The District shall also require any non-school related group using a district facility to purchase sufficient general liability insurance to cover the damage to, or the cost to entirely replace the structure(s) and furnishing(s), if necessary due to the loss of, or damage to, District property.¹

Organizations using school facilities assume full and complete responsibility for the conduct of all persons, regardless of age, associated with their use of the facility while they are in or about the facility. Smoking or the use of tobacco or products containing tobacco in any form or the use of drugs or intoxicants is prohibited. Firearms of any kind are not allowed on school property unless the person carrying the firearm is permitted to do so by law as defined in A.C.A. § 5-73-120.

Notes: ¹ ASBA is well aware that many, if not most, Arkansas districts permit outside groups to use district facilities. This is an example of where the public (and often School Boards and Superintendents) are insufficiently aware of the Constitutional constraints on school districts. There are multiple issues involved in any discussion on this topic.

First, there is the issue of a "limited open forum." If your district allows non-school related groups to use a district facility, it cannot deny any group access based solely on the views or beliefs of the organization. (There can, however, be other reasons for denial such as the potential for violence.)

Second, there is Article 14, Section 2 of the Arkansas Constitution which states, "No money or property belonging to the public school fund, or to this State, for the benefit of schools or universities shall ever be used for any other purpose than for the respective purposes to which it belongs." This has been very narrowly interpreted by Court decisions such that expenditures which do not tangibly benefit students run afoul of the Constitution.

Third, there is the cost, or the potential cost, to the district of outside group use of district facilities. On the surface, the costs would include such things as heating, cooling, and general wear and tear. But there is also the always present possibility that something major could occur such as a fire that could destroy an entire building. While local groups will generally agree with a facility use fee, such a fee will NOT cover the deductible for replacing a building or the loss of use of the building or the disruption to the district's academic program. While most community members will support community use of district facilities, should a major calamity occur, it is not a far stretch to envision a disgruntled patron using the opportunity to sue the district for illegal exaction for violating the Arkansas Constitution. So while the district would certainly be out the insurance deductible necessary to replace the building, it might well also be out the lawyer fees to defend itself against the suit.

Fourth, while districts have tort immunity, many Joint Use agreements either require or recommend the district fully indemnify and hold harmless the other parties to the agreement. The indemnification language could potentially threaten a school district's statutory immunity from actions for damages and torts under Arkansas law. Moreover the indemnification language would potentially obligate school districts to a financially open-ended indemnification of the other parties to the joint use agreement. The monetary implications of such indemnifications could be material, even catastrophic, for school districts.

Finally, there are Arkansas statutes (A.C.A. § 6-21-101 for example) that, in our opinion, conflict with the restrictions placed on districts by Article 14 of the Arkansas Constitution. While statutes are presumed sound until determined otherwise by a court, ASBA is sufficiently concerned about the defensibility of the statutes that it is not willing to write a Joint Use Agreement model policy. ASBA staff spent many hours working with the ADE Coordinated School Health trying to find a way to support the Joint Use program. The longer we worked on it, the more complicated the issues became until we finally came to believe the program flies in the face of Article 14 and we had to discontinue our association with the program. At a minimum, we urge any district considering a Joint Use Agreement to seek legal counsel before signing any agreement.

The changes to this policy are the result of ASBA's considerable time spent working on the Joint Use issue. ASBA's position is not philosophical; we strongly support the concept of Joint Use, but believe the Constitution will have to be amended before districts can participate without fearing potential major adverse consequences.

Legal References: A.C.A. § 6-21-101
 A.C.A. § 5-73-120
 Arkansas Constitution Article 14, § 2

Date Adopted: November 04, 1971
Last Revised: July 01, 1976
 September 04, 1980
 June 13, 2002
 July 18, 2013

7.10.1 - USE OF SCHOOL BUSES BY OUTSIDE ORGANIZATIONS

The Paris School District may consider allowing outside organizations to use school district school buses when all of the following conditions are met.

If the school district has a bus available for the dates and times requested.

A request must be presented in writing to the superintendent's office at least seven (7) days prior to the date of requested use.

The organization will have a minimum of seven to one student to adult ratio for supervision if participants are not 21 years of age.

No overnight trips.

No trip may leave before 5:00 a.m. All trips must return by midnight.

The organization will be responsible for all charges of the trip. The charges will include: driver (at district hourly rate), driver's meals, \$1.00 a mile for fuel and wear and tear of the school bus.

Any vandalism will be the responsibility of the organization to reimburse the school district once repairs are completed.

An organization may only request the use of a bus one time per year (January-December).

The organization will show proof of liability insurance for the participants while being transported to and from the school district.

Date Adopted: May 13, 2004

Last Revised:

7.11—USE OF SCHOOL FUNDS FOR NON-SCHOOL RELATED PURPOSES

School funds shall not be used for political, charitable, or humanitarian purposes.

No employee of the District shall use school time, school property, school personnel, or school equipment for the purpose of furthering the interests of any political party, the campaign of any political candidate or the advocacy of any political issue or ballot issue whether partisan or non-partisan. School employees may participate as part of a community organization which is renting a school facility for a political purpose.

Any school employee found guilty or who pleads guilty, or nolo contendere to the use of District funds to support any ballot measure shall be immediately suspended, and recommended for termination by the superintendent.

The Board of Directors is not prohibited from expressing an opinion on a ballot measure through the passage of resolution or proclamation. School employees are allowed to verbally express their views on a ballot measure other than in an attempt to persuade a student to the employee's point of view.

District employees and members of the Board of Directors may incur incidental expenditure of District funds for travel costs when speaking at an event in which a ballot measure is discussed if the subject matter of the speaking engagement is within the scope of the person's official duties and responsibilities.

District funds may be used to disseminate public information at a public speaking engagement. The incidental use of District resources may be used to prepare an analysis of the public information if such information is within the scope of the person's official duties and responsibilities.

Legal References: Arkansas Constitution Article 14 § 2
 A.C.A. § 7-1-103
 A.C.A. § 7-1-111
 A.C.A. § 21-8-402

Date Adopted: June 13, 2002
Last Revised: July 10, 2008
 July 18, 2013

7.12 - EXPENSE REIMBURSEMENT

The requirements of this policy shall govern reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by district employees and/or members of the Board of Directors on behalf of the district. Employees are only eligible for reimbursement for travel expenses for travel which has been approved in advance. Original receipts must accompany all requests for reimbursement to the extent that such receipts are customarily available. For a receipt to be valid it should contain the name of the issuing company, the date, and the amount. No cash advances shall be made for travel. Mileage, lodging, and meal expenses will not be reimbursed when incurred for the personal convenience of the employee and not required by the reason for the travel. Reimbursement for travel shall be for the lesser of the cost between travel by air or by car with some consideration allowed for length of time of the method of travel.

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

The district will not reimburse expenses of any non-school board member or non-employee who accompanies the school board member or employee during his/her school related travel.

Reimbursable Expenses

Mileage that is driven for a district sanctioned purpose in an employee's personal vehicle shall be reimbursed provided appropriate documentation is submitted establishing the date and time, place, and purpose of the travel. Mileage shall be reimbursed at the current rate authorized by the state/IRS and shall be based on the shortest, most reasonable, route available.

Meals may be reimbursed for travel which necessitates an overnight stay when submitted according to the dictates of this policy. Reimbursement shall be prorated based on the percent of a day the employee is away on travel. For example, if an employee returns from his/her travel in the afternoon, he/she is only eligible for reimbursement for breakfast and lunch expenditures. Meals shall be reimbursed for the actual expense to the extent that they are not lavish and are reasonable based on circumstances. Except as otherwise specified by this policy, meals are only reimbursable in conjunction with travel requiring an overnight stay.

Tips paid by a school employee for meals associated with travel as defined in this policy are reimbursable for up to 15% of the cost of the meal provided the employee submits a receipt for the meal as part of an "accountable plan" for reimbursement. Tips are not allowed if an employee is reimbursed using a "per diem" plan.

Meal expenses incurred by the superintendent or other administrators as necessary, in the performance of their duties when meeting with state officials or consultants may be reimbursed on a prorated, per person basis in line with the mandates of this policy. Such expenses shall only be reimbursed when the expenditure is likely to result in a tangible benefit to the district.

Travel necessitating overnight lodging shall be reimbursed to the extent that it is not lavish and is reasonable based on circumstances of the expenditure. Proper documentation establishing the date and time, place, and purpose of the travel must be submitted along with a receipt for the overnight accommodations. To the extent practicable, employees shall receive assistance from administrators or their designee in arranging travel plans to help keep expenses to a minimum.

Expenses not covered

The district shall not reimburse the following items/categories of expenses.

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

Credit Cards

Only those employees specifically issued credit cards to be used in the performance of their jobs to purchase goods, services, or supplies on behalf of the district shall be allowed to use such cards. Employees who incur reimbursable expenses as defined in this policy are expected to pay for them initially by any means they choose and then submit their request for reimbursement. The district assumes no responsibility for the payment of any personal credit card charges incurred by a district employee.

Airport Associated Expenses

Receipts for airport associated expenses are required for reimbursement. All airline flights shall be by coach/economy class. Upon arrival at their destination, employees are expected to take the less expensive option between a taxi and an airport shuttle service to his/her hotel or meeting site. When circumstances dictate that a rental car is necessary and/or the most economical approach to the travel requirements, the least expensive car that will accomplish the job should be rented. The district shall not reimburse for any kind of rental car supplemental insurance.

Cross References: 3.20—CERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES
 8.14— CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

Date Adopted: August 9, 2007
Last Revised: July 10, 2008
 April 25, 2011
 July 18, 2013

7.12.1 - FEDERAL GOVERNMENT GRANT FUNDS

The superintendent or his/her designee shall develop procedures governing the procurement, use, management, and disposal of goods, materials, and equipment purchased with federal grant funds.¹ At a minimum, the procedures will cover the following topics.

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

Legal Reference: 34CFR80.3 through 80.52

Date Adopted: April 12, 2007

Last Revised:

7.13—MANAGEMENT AND DISPOSAL OF DISTRICT PROPERTY

For the purposes of this policy, the following definitions apply:

“Commodities” are all supplies, goods, material, computers, software, machinery and other equipment purchased on behalf of the district having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

“Surplus commodities” are those commodities that are no longer needed, obsolete, irreparable, or worn out.

“Real property” is land and whatever is erected or affixed to land, such as structures or buildings.

“Surplus real property” is real property that is not presently needed or foreseen to be needed by the District, and that has been authorized for sale as surplus real property by vote of the School Board.

"Trash" are those items that would otherwise belong to another category of goods or property defined in this policy, but which, due to the property's age or an act of God, have less value than it would cost to repair the item. Examples could include, but are not limited to, fire damage, vehicle accidents, extreme age and/or decline in value of the item.

The District’s purchases of commodities shall be in accordance with Policy 7.5—PURCHASES OF COMMODITIES and, to the extent applicable, the procurement requirements of any granting source of funding used to purchase the commodity. The Superintendent shall develop procedures governing the use, management, and dispersal of commodities. At a minimum, the procedures will cover the following topics.

- labeling all commodities¹;
- establishing adequate controls to account for their location, custody, and security;
- annually auditing the inventory of commodities and updating a listing of such commodities to reconcile the audit with the district’s inventory records. The audit will be documented and account for any transfer and/or disposal of a commodity.
- Disposing of surplus commodities and surplus real property, whether purchased in whole or in part with federal grant funds or with local funds.

Disposal of Surplus Commodities

The Board of Directors recognizes that commodities sometimes become of no use to the District and thus meet this policy’s definition of surplus commodities.

The Superintendent or designee(s) will determine the objective fair market value of surplus commodities. The District will strive to dispose of surplus commodities at or near their fair market value.²

The Superintendent may declare surplus any commodity with a fair market value of less than \$1000. Surplus commodities with a fair market value of less than \$1000 will be periodically sold by the most efficient, cost effective means that is likely to result in sales at or near fair market value.

The Superintendent may submit a list of surplus commodities deemed to have a fair market value of \$1,000 or greater to the Board of Directors for authorization to sell such surplus commodities. Once the Board of Directors has authorized the sale of such surplus commodities, the Superintendent or designee(s) may sell that surplus commodity as the need arises. Items with a fair market value of \$1,000 or greater will be sold by the most efficient, cost effective means that is likely to result in sales at or near fair market value. If the Superintendent chooses to dispose of the surplus items by bid, the Superintendent or designee may set a minimum or reserve price on any item, and may reject all bids. The Superintendent or designee is authorized to accept the high bid provided the high bid is at or near the fair market value without further Board action unless the high bid comes under the jurisdiction of Arkansas ethics legislation in which case the provisions of A.C.A. §§ 6-24-101–107 would apply.

If attempts at public sales fail to produce any interested buyers or bidders, such remaining unsold commodities may then, at the discretion of the Superintendent, be disposed of as scrap or junk or be donated to appropriate charitable or education related entities. Computer or technology equipment will be cleansed of data prior to disposal.

Disposal of Surplus Real Property

The Board of Directors recognizes that real property it owns sometimes becomes no longer of use to the District and thus meets this policy's definition of surplus real property.

The Superintendent may submit a request to the Board of Directors for authorization to sell surplus real property. Once the Board of Directors has authorized the sale of such surplus real property, the Superintendent or designated individual(s) may sell that surplus real property as the need arises. The Superintendent or designee(s) shall be responsible for getting a determination of the objective fair market value of surplus real property³. The district will strive to dispose of surplus items at or near their fair market value. The real property may be listed for sale with a real estate broker, and the Superintendent or designated individual may contract on behalf of the district to pay the usual and customary sales commission for such transactions, upon sale of the property.

If the Superintendent chooses to dispose of the surplus items by bid, the Superintendent or designee(s) may set a minimum or reserve price on any item, and may reject all bids. The Superintendent or designee is authorized to accept the high bid provided the high bid is at or near the fair market value without further Board action unless the high bid comes under the jurisdiction of Arkansas ethics legislation in which case the provisions of A.C.A. §§ 6-24-101–107 would apply.

If attempts at public sales fail to produce any interested buyers or bidders, such remaining unsold real property may then, if agreed to by the Superintendent and Board of Directors, be donated to appropriate education related entities, not-for-profit organizations, or the county/city in accordance with the provisions of state law.⁴

Items obtained with federal funds shall be handled in accordance with applicable federal regulations, if any.

The disposal of school property must be for the benefit of the school district and consistent with good business principles.

Trash, as defined in this policy, may be disposed of in the most cost efficient or effective method available to the district.

Disposal of Surplus Real Property After Consolidation

Real property of a consolidated school district that is no longer being used for educational purposes and has not been sold, preserved, leased, or donated two (2) years after the effective date of consolidation shall be made available for use by a publicly supported institution of higher education, a technical institute, a community college, a not-for-profit organization, a county, or a city by the Board of Directors for the following purposes:

- Having the real property preserved, improved, upgraded, rehabilitated, or enlarged by the donee;
- Holding of classes by statutorily authorized education related entities; or
- Providing community programs and beneficial educational services, social enrichment programs, or after-school programs.

Notes: ¹ Due to federal monitoring and disposal requirements, we suggest differentiating the labeling of items purchased with federal funds from non-federal fund items.

² The fair market value (FMV) of items must be established prior to their disposal. The determination of the surplus commodity's value will determine whether the superintendent has to submit it to the board. You need to document how you reached FMV; Digital photos can be very useful, particularly if you decide FMV seems low.

The disposal of items purchased with federal grant funds is governed by the following requirements which are located at 34 CFR 80.32(e).

Disposition. When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

(1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

(2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

³ The fair market value (FMV) of items must be established prior to their disposal. In the case of real property, this should be established by means of a survey and real estate appraisal by a licensed surveyor and appraiser performed within the preceding six months.

The disposal of real property purchased with federal grant funds is governed by the requirements contained in 34 CFR 80.31 which states in part:

(c) Disposition. When real property is no longer needed for the originally authorized purpose, the grantee or subgrantee will request disposition instructions from the awarding agency. The instructions will provide for one of the following alternatives:

(1) Retention of title. Retain title after compensating the awarding agency. The amount paid to the awarding agency will be computed by applying the awarding agency's percentage of participation in the cost of the original purchase to the fair market value of the property. However, in those situations where a grantee or subgrantee is disposing of real property acquired with grant funds and acquiring replacement real property under the same program, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

(2) Sale of property. Sell the property and compensate the awarding agency. The amount due to the awarding agency will be calculated by applying the awarding agency's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the grant is still active, the net proceeds from sale may be offset against the original cost of the property. When a grantee or subgrantee is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

(3) Transfer of title. Transfer title to the awarding agency or to a third-party designated/approved by the awarding agency. The grantee or subgrantee shall be paid an amount calculated by applying the grantee or subgrantee's percentage of participation in the purchase of the real property to the current fair market value of the property.

⁴ A.C.A. § 6-13-111 and A.C.A. § 6-21-108 are the statutes that cover donating District property. Please keep in mind that selling below Fair Market Value has the same legal connotation as donating. A.C.A. § 6-13-111(c)(d) establish a system for selling district owned real property that fails to draw a buyer at a previously established Fair Market Price. We suggest consulting the statute for assistance in such a situation. A.C.A. § 6-21-108 sets forth additional requirements for consolidated school districts that is included as a separate section at the end of this policy.

Legal References: A.C.A. § 6-13-111
A.C.A. § 6-13-620
A.C.A. § 6-21-108
A.C.A. § 6-21-110
A.C.A. § 6-24-101-107
34 CFR § 80.3 – 80.52
34 CFR § 80.31
34 CFR § 80.32(d)(e)

Date Adopted:

Last Revised: July 18, 2013

April 10th, 2014

7.14 - USE OF DISTRICT CELL PHONES and COMPUTERS

Board members, staff, and students shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use school issued cell phones and/or computers for non-school purposes, except as permitted by the District's policy, shall be subject to discipline, up to and including termination. School employees may be issued District cell phones if their position requires the employee be available at all times for work related emergencies or the employee be available to speak with others on school related business when the employee is away from the office. Employees issued cell phones for such purposes may use the phone for personal use on an "as-needed" basis.

Students who use school-issued cell phones and/or computers for non-school purposes, except as permitted by the District's Internet/Computer Use Policy, shall be subject to discipline, up to and including suspension or expulsion.

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.

Cross References: 3.34—LICENSED PERSONNEL CELL PHONE USE
4.47— POSSESSION AND USE OF CELL PHONES, BEEPERS, ETC.
8.25— NONCERTIFIED PERSONNEL CELL PHONE USE

Legal References: IRC § 132(d)
IRC § 274(d)
IRC § 280F(d)(4)
IRS Publication 15 B

Date Adopted: April 12, 2007
Last Revised: May 14, 2009
May 10, 2012

7.15 - RECORD RETENTION AND DESTRUCTION

It is necessary to maintain district records in a manner that provides for efficient document storage and retrieval and is conducive to eliminating unnecessary record retention. Due to the variety of records that may need to be retained and accessed, the superintendent shall ensure that all staff receives appropriate training to understand this policy. Staff shall also understand the possible ramifications to the district and/or themselves for failure to properly maintain records and follow the requirements contained in this policy.

Definitions

"Directly or directly interested" (hereinafter "directly") means receiving compensation or other benefits personally or to an individual's household from the person, business, or entity contracting with the District.

"Indirectly or indirectly interested" (hereinafter "indirectly") means that a family member, business, or other entity in which the individual or a family member has a financial interest will receive compensation or benefits.

"Record" is defined for the purposes of this policy, as an item or items, whether electronic or material, that are created by, at the request of, or received by and purposefully retained by a board member, administrator, or employee in the ordinary course of District business. Examples include, but are not limited to:

- Any kind of correspondence;
- Calendars;
- Computer files and documents (which may include drafts);
- Telephone logs;
- Expense records;
- Audio or video recordings that are created for the purpose of monitoring the security of District property or the safety of District students;
- Documentation related to transactions or contracts for:¹
 - Services with Board members, administrators, employees, or members of their families covered under the statutorily defined ethical restrictions associated with a contract for services provided for the District involving a Board member, administrator, or employee who "directly or indirectly" benefits from the contract;
 - An exemption granted by the Arkansas Department of Education (ADE) from the statutorily defined ethical restrictions associated with a contract for employment or for services provided for the District that involves a District administrator, board member, or employee.

The superintendent shall be responsible for establishing a schedule for the routine destruction of district records that accommodates the needs of the district. The schedule shall specify the length of retention for any records not specifically delineated by this policy and be distributed to staff on a need-to-know basis according to their respective employment duties and responsibilities. The schedule should accommodate the need for records to be stored as a blend of printed, bound and electronically recorded (e.g., audio tape, video tape, micro-fiche, computer disk) material. The superintendent or designee shall ensure the effective and efficient securing, cataloging, storing, and appropriate scheduled destruction of all records.

The following records categories shall be retained for the time specified.

Board of Education Minutes – forever

Personnel files – forever

Student files – until the student receives a high school diploma or its equivalent, or is beyond the age of compulsory school attendance²

Student records of attendance/graduation – forever³

Financial Records – five (5) years⁴

Documentation, including letters of approval, related to transactions or contracts for services covered by this policy and Arkansas statutes for Board members or members of their families or for waivers granted to District employees - thirteen years⁵

Employment applications, including applicant lists, applicant interview evaluations, documentation in response to requests for reasons for a failure to be interviewed and/or hired, and hiring determinations - five (5) years⁶

Expenditures made with federal grant monies⁷ – governed by the terms of each grant

Video Surveillance Recordings – the timeline established in Policy 4.48—VIDEO SURVEILLANCE

Emails – whatever the district’s policy is on this subject⁸

Documents filed with the IRS, including those required in Policy 7.23-Health Care Coverage and the Affordable Care Act – four (4) years

The superintendent or designee shall be responsible for determining when there is a need to interrupt the routine destruction of records.⁹ When the superintendent or designee makes the decision to cease the routine disposal of records, staff affected by the decision shall be promptly informed of the decision and of the nature of records that are to be retained. Such records shall be retained until the superintendent or designee has authorized their destruction. Employee training on the district’s records retention schedule shall specifically include information on the records that may need to be retained due to pending disciplinary or legal actions which otherwise are subject to routine disposal. If an employee has doubt about the need to retain any record otherwise scheduled for destruction, he/she shall consult with the superintendent or designee prior to destroying such records.¹⁰

The records’ storage system devised by the superintendent and designee(s) shall be organized in a manner that enables the efficient retrieval of data and documents. The district shall have adequate backup of critical data which is stored electronically.¹¹ The system shall be communicated to employees in a manner that enables them to understand and follow the system’s requirements.

In retaining and destroying records, no employee shall:

- Destroy, alter, mutilate, conceal, cover up, falsify, or make a false entry in any record that may be connected to a disciplinary matter or lawsuit or to a matter within the jurisdiction of a federal or state agency, in violation of federal or state law or regulations.
- Alter, destroy or conceal a document, or attempt to do so, with the intent to impair the document’s availability for use in a disciplinary matter, lawsuit or an official proceeding or otherwise obstruct, influence or impede any lawsuit or official proceeding, in violation of federal or state law or regulations.
- Retaliate or discriminate against an employee who refuses to violate this policy or to coerce or threaten an employee to violate this policy.

Failure to follow the requirements set forth in this policy may result in disciplinary action against the employee(s), up to and including termination. The district’s board of directors prohibits and will not tolerate any form of reprisal, retaliation or discrimination against any employee who, in good faith, has attempted to comply with this policy.

Notes: ¹ While A.C.A. § 6-24-105(b)(1)(A)(i) permits a district to employ a Board member's family member for up to a \$5000 limit during the total tenure of the Board member without the District having to receive waivers for such employment, the need to retain documentation for all compensation exists if for no other reason than to establish when that the limit may be reached.

² These are the records required to be maintained during a student’s attendance at your district and must be aligned with Policy 4.38—PERMANENT RECORDS.

³ This is limited to the dates a student attended school in your district and if the student earned a diploma. This is information students and adults need from time to time to prove they lived somewhere or to enroll in a college, for security clearances, or for background checks.

⁴ This is a suggested length of time. The minimum time your district must keep financial records (specifically original receipts of district expenditures) is until the records have been audited. In setting up your retention schedule, you might consider the warranty and/or depreciation schedule of the items purchased and keep all financial records until, at a minimum, the warranty has expired or the item has been fully depreciated. As with all other retention schedules, relevant data must be retained if there is pending litigation or the likelihood of litigation until the matter is resolved.

⁵ A.C.A. § 6-24-115 makes it a criminal act to violate the statutes governing Board member and District employees' ethical behavior. A.C.A. § 5-1-109(c)(2) allows for a public servant to be charged for felonious conduct for up to ten years after the officer leaves office or the violation should have been discovered (whichever comes first), but this can be extended by an additional three years if the individual is out of state for a continuous period under A.C.A. § 5-1-109(g). While employees are not public servants, we chose the simpler position of having the same retention requirements for both Board members and employees.

⁶ The requirements contained with A.C.A. § 21-3-302 and 303 necessitate the addition of this record retention category. The five (5) year retention length is not required by statute but is recommended. Any civil suit that would require the documents included in the employment application would be barred after five (5) years by A.C.A. § 16-56-115. Retention for the five years would assure you had the necessary records if a suit was filed during that time.

⁷ We suggest making this determination on a case-by-case basis using the latest of: the terms required by the grant, any related litigation is concluded, the records have been audited, or the 5 year statute of limitations for contracts.

⁸ **Routine** deletion of records, email or other records, is not a problem **so long as** prompt action is taken to stop the deletion relating to matters that common sense and/or previous experience indicates could result in legal and/or disciplinary action. In districts that have routine deletion settings for electronic devices, the person responsible for halting the routine destruction of district records will need to inform the district's Network Administrator (or equivalent) when events trigger the need to retain information that would otherwise be routinely deleted.

⁹ Due to the potential adverse repercussions for the failure to cease the destruction of such records, the person responsible for making a "cessation" decision should be close to the source of the cause precipitating the cessation. When an incident occurs that common sense and/or previous experience indicate could result in legal and/or disciplinary action, the routine destruction of district records relating to the incident must be suspended until such time as the legal or disciplinary action, or the likelihood of such action, has concluded. The Federal Rules of Civil Procedure (FCRP) as amended in December of 2006 specifically require litigants to be able to produce pertinent electronically stored information (ESI). FCRP's Rule 37(f) specifically acknowledges the need for routine deletion of records. The issue becomes one of a "good faith" effort to stop record destruction when necessary. The committee's (responsible for developing the rules) notes on this matter state, *"When a party is under a duty to preserve information because of pending or reasonably anticipated litigation, intervention in the routine operation of an information system is one aspect of what is often called a 'litigation hold.'* Among the factors that bear on a party's good faith in the routine operation of an information system are the steps the party took to comply with a court order in the case or party agreement requiring preservation of specific electronically stored information." Records which cannot be produced in a timely manner and/or have been destroyed when common sense and/or previous experience indicated legal and/or disciplinary action could result can cause the district unnecessary and expensive trouble. Besides the inevitable bad public relations of having destroyed records that, the press will be sure to point out, obviously should have been retained, there can also be significant financial costs and/or penalties for the process of attempting to retrieve the records. ASBA would like to stress that deleting electronic records doesn't really get rid of them until they have been overwritten several times by new entries. The process of getting to the supposedly deleted ESI can be a costly one.

¹⁰ If there is any doubt concerning the need to retain, prudence would dictate retention.

¹¹ While there is a need and/or a place for different formats of document storage/retention (paper, audio tape, video tape, microfiche, computer disk), the space required for records storage quickly tilts the equation in favor of electronic methods to the maximum extent possible. The vast majority of documents can be transferred electronically (if created electronically) or scanned into a digital format (if created on paper) and stored on external hard drives, firewalls, servers, tape drives, CDs or DVDs. While this method/process is not free, it can

be relatively inexpensive and quite possibly save the district money in the long run when stored records are needed. Consult with your district's technology person to devise the system that will best meet your district's needs, but here are a few points to consider. 1) When scanning, store the documents as PDFs which uses little memory space. If you do the scanning in an Optical Character Recognition (OCR) format, the final documents can be stored in a database and searched which can save you many hours and much frustration when you need to retrieve something (which is, after all, the reason for the storage). 2) Make multiple copies of the stored documents on separate external storage devices and store the duplicate devices at separate locations to ensure the survival of at least one copy if there is a fire or natural disaster that destroys one of the storage sites. This should be included as part of the district's Disaster Recovery Plan. 3) It is important to remember that technology gets old and obsolete. This necessitates that you establish a schedule or a trigger for the updating of the stored data/documents that are to be retained for more than 10 years. For example, 5" floppies are nearly extinct. If you had stored any such floppies, it would be necessary to convert them to a more modern storage device. In short, you need to include file format update/upgrades as part of your district's technology plans.

Cross References: Policy 3.19—LICENSED PERSONNEL EMPLOYMENT
Policy 8.13—CLASSIFIED EMPLOYMENT

Legal References: A.C.A. § 5-1-109(c)(2), (g)
A.C.A. § 6-13-619
A.C.A. § 6-17-104
A.C.A. § 6-17-2301
A.C.A. § 6-18-901
A.C.A. § 6-24-102(8)(15)
A.C.A. § 6-24-105(d)
A.C.A. § 6-24-106(c)(6)
A.C.A. § 6-24-107(c)
A.C.A. § 6-24-115
A.C.A. § 21-3-302, 303
ADE Rules Governing Ethical Guidelines and Prohibitions for Educational Administrators, Employees, Board Members, and Other Parties
26 C.F.R. § 31.6001-1
34 C.F.R. § 99.2
Federal Rules of Civil Procedure Numbers 16, 26, 33, 34, 37, and 45

Date Adopted: July 10th, 2008

Last Revised: April 10th, 2014

7.16 - INFORMATION TECHNOLOGY SECURITY

The Superintendent shall be responsible for ensuring the District has the necessary components in place to meet the District's needs and the state's requirements for information technology (IT) security. The District shall appoint an information technology security officer (ISO) who, along with other IT staff, the Superintendent and district management appointed by the Superintendent shall develop the necessary procedures to create a district-wide information technology security system meeting the requirements of this policy and the standards prescribed by the Arkansas Department of Education.

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

1. Sensitive information shall be protected from improper denial, disclosure, or modification.
2. Physical access to computer facilities, data rooms, systems, networks and data will be limited to those authorized personnel who require access to perform assigned duties.
3. Traffic between internal (district) resources and external (Internet) entities will be regulated by network perimeter controls. To the extent technologically feasible, network transmission of sensitive data should enforce encryption.
4. User access to the district's technology system and its applications shall be based on the least amount of access to data and programs necessary to perform the user's job duties.
5. Student or financial applications software developed for or by the district will be tested prior to implementation to ensure data security through proper segregation of programs.
6. Monitoring of internal and external networks and systems will be designed to provide early notification of events and rapid response and recovery from IT related incidents and/or attacks.
7. Continuity of critical IT services will be ensured through the development of a disaster recovery plan appropriate for the size and complexity of the district's IT operations.
8. Software protection of servers and workstations will be deployed to identify and eradicate malicious software attacks such as viruses, spyware, and malware.

Legal Reference: Commissioner's Memo RT 09-008

Date Adopted: May 14, 2009

Last Revised:

7.18 – DISPOSAL OF NON-NEGOTIATED CHECKS OR UNCLAIMED PROPERTY

State law specifies how the District is to dispose of retained funds in the form of issued but non-negotiated checks that have not been presented for payment within one calendar year. The District shall dispose of these retained funds in accordance with the law and remit the amount of all non-negotiated checks to the Unclaimed Property Division of the Arkansas Auditor's Office.

The District shall make a good faith effort to return physical items that have been left on District property to their rightful owners. When contact information is known for the owner of an item of a non-perishable nature left at the District, the District shall use the information to attempt to contact the owner to inform him/her of the location of the item. Owners of such items shall be given at least three weeks to pick up the item he/she left at the District. If the owner fails to pick up the item within the time allotted, the District may dispose of the item in a manner of its choosing.

The District is under no obligation to retain an abandoned, perishable left of District property.

Legal References: A.C.A. § 18-28-201
 A.C.A. § 18-28-202(11),(c),(d)
 A.C.A. § 18-28-204
 A.C.A. § 18-28-206
 A.C.A. § 18-28-207
 A.C.A. § 18-28-208(a)
 A.C.A. § 18-28-210(b)(c)
 A.C.A. § 18-28-217
 A.C.A. § 18-28-221(a)
 A.C.A. § 18-28-224

Date Adopted: May 10, 2012

Last Amended:

7.19 SERVICE ANIMALS IN DISTRICT FACILITIES

In accordance with the provisions of the Americans with Disabilities Act and Arkansas statutes, service dogs and trained miniature horses¹ (hereinafter referred to as *service animals*) are permitted for use by individuals with disabilities on district property and in district facilities provided the individuals and their animals meet the requirements and responsibilities covered in this policy.

When an individual with a disability seeks to bring a service animal into a district facility, the district is entitled to ask the individual if the animal is required because of a disability and what work or task the animal has been trained to perform.² The district is not entitled to ask for documentation that the animal has been properly trained, but the individual bringing the animal into a district facility will be held accountable for the animal's behavior.

Any service animal brought into a district facility by an individual with a disability must have been trained to do work or perform tasks for the individual. The work or tasks performed by the service animal must be directly related to the handler's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do **not** constitute work or tasks for the purposes of this policy; no animal brought solely for any of these reasons shall be permitted on school grounds.³

Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of a public entity's facilities where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go.

A service animal shall be under the control of its handler. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means.

A service animal shall be groomed to prevent shedding and dander and shall be kept clean of fleas and ticks.

District staff may ask an individual with a disability to remove a service animal from the premises if:

- (1) The animal is out of control and the animal's handler does not take effective action to control it;
- (2) The animal is not housebroken; or
- (3) Making reasonable accommodations for the service animal's presence would fundamentally alter the nature of the service, program, or activity.

If the district excludes a service animal due to the reasons listed above, the district shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises.

The District and its staff are not responsible for the care or supervision of a service animal brought onto district property or into district facilities by an individual with a disability. Students with service animals are expected to care for and supervise their animal. In the case of a young child or a student with disabilities who is unable to care for or supervise the service animal, the parent is responsible for providing care and supervision of the animal. Prior to working in the school, any person responsible for providing care and supervision of the animal must go through the same process for

background checks as required of all employees of the school system.

The District shall not ask or require an individual with a disability to pay a surcharge, even if people accompanied by pets are required to pay fees, or to comply with other requirements generally not applicable to people without pets.³⁴

Notes: ¹ A service dog is any breed unless restricted by a local ordinance. A miniature horse is not one specific breed, but may be one of several breeds, with distinct characteristics that produce animals suited to service animal work. The animals generally range in height from 24 inches to 34 inches measured to the withers, or shoulders, and generally weigh between 70 and 100 pounds. There is a bit more flexibility for Districts in determining if a facility can accommodate a horse than for a dog. Miniature horses are less flexible than dogs and therefore may not fit into smaller spaces as well as a dog. In specific instances when the horse's size poses a legitimate safety hazard, the horse could be prohibited from that specific event or facility. Keep in mind, however, that if a facility could reasonably accommodate a 24" dog, it could likely accommodate a 24" horse.

² Districts are **not** allowed to ask about the nature or extent of a person's disability.

³ This paragraph is optional. The school is not required to allow an individual to bring an animal that is only for crime deterrence, emotional support, or comfort onto school grounds but may do so if it wishes.

³⁴ The District can only charge an individual with a disability for damage caused by his or her service animal if it charges other individuals for damages they cause.

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

Date Adopted: April 25, 2011
Last Revised:

7.20 – ELECTRONIC FUND TRANSFERS

District funds shall only be disbursed by the District Treasurer upon the receipt of checks or warrants signed by the District Board of Director's Disbursing Officer and the Superintendent or through the electronic transfer of funds. Any electronic transfer of funds must be initiated by the District and authorized in writing by both the Disbursing Officer of the school district Board of Directors and the Superintendent.

For the purposes, of this policy, "initiated by the District" means the District controls both the timing and the amount of the funds transfer.

The District Treasurer shall maintain evidence of authority for the disbursement in the form of invoices, payrolls that conform with written contracts on file in his/her office, or other appropriate documentation indicating an authority to disburse District funds.

"Other appropriate documentation" includes one-time, signed authorization for recurring transactions. The Board of Directors Disbursing Officer must pre-authorize the electronic transfer of funds for non-recurring transactions which can be accomplished by a signed authorization or an email authorizing such a disbursement of funds.

Cross Reference: 1.16 – Duties of Board Disbursing Officer

Legal References: A.C.A. § 6-13-701(e)
 Commissioner's Memo COM-12-036

Date Adopted: May 10, 2012
Last Revised:

7.21—NAMING SCHOOL FACILITIES

Except as otherwise permitted in this policy or Arkansas law, the District shall not name any building, structure, or facility, paid for in whole or in part with District funds, for an individual living at the time of its completion who, in the ten (10) years preceding its construction, was elected, or held, a federal, state, county, or municipal office and received a salary for his/her service.

Exceptions to the preceding paragraph may be made when a building, structure, or facility is a constructed through the use of at least 50% private funds or, the name refers to:

1. an individual(s) living at the time of its completion and who has historical significance;
2. an individual who is or has been a prisoner of war; or
3. a living individual who is at least 75 years of age and is retired.

Note: This policy was triggered by Act 1225 of 2013. Prior to the act there were no statutory naming restrictions applicable to school districts. The key language in the new restrictions is the person must be either elected **or** held office **and** received a salary for the office. This would **exempt**, for example, school employees and also school board members, but would **include** the Commissioner of Education, the governor, or a federally appointed judge.

Legal Reference: A.C.A. § 25-1-121

Date Adopted: July 18, 2013

Last Revised: April 10th, 2014

7.22F—EVENT SPONSOR AGREEMENT

The _____ School District (hereafter “District”) and _____ (hereafter “Sponsor”) agree that Sponsor shall be permitted to sponsor an event to take place during the halftime break of the interscholastic activity that is scheduled on _____.

Sponsor promises to pay to District the amount of _____ for the privilege of being announced as the sponsor of the above event.

Sponsor agrees to abide by District’s time, place, and manner restrictions on the distribution of all promotional materials related to the above sponsored event.

Sponsor has provided District proof of an in force, minimum face value one million dollar (\$1,000,000) general liability insurance policy that will cover the above event.

I, _____, acting as a lawful an authorized representative of Sponsor, certify that I have the authority to enter into this agreement, and authorize payment to District. I understand that the half-time event will not be scheduled until this agreement is fully executed and full payment under this agreement has been received by District.

Indemnification Agreement

Sponsor promises to indemnify, hold harmless, and defend District, its agents and employees from any lawsuits, causes of action, claims, liabilities, and damages of any kind or nature, including, but not limited to: attorney’s fees and costs arising from this contract, whether such attorney’s fees and costs are attributable in whole or in part to any act, omission, or negligence of District, it’s agents or employees, and including, but not limited to, any and all lawsuits, causes of action, claims, liabilities and damages, as provided above which District, its agents or employees may sustain by reason of any failure by Sponsor to indemnify as provided herein, or any failure by Sponsor to otherwise perform its obligations pursuant to this Contract, or by reason of the injury to or death of any person or persons or the damage to, loss of use of or destruction of any property resulting from this agreement.

I, _____, acting as a lawful an authorized representative of Sponsor, certify that I have read, understood, and accept the above indemnification agreement.

Sponsor Representative’s Signature

Date

I, _____, acting as a lawful and authorized representative of District certify that Sponsor has tendered the promised amount and has met all the requirements to be a sponsor as set forth in District Policy 7.22—PRIVATE SPONSORSHIP OF EXTRACURRICULAR EVENTS.

District Representative’s Signature

Date

7.22—PRIVATE SPONSORSHIP OF EXTRACURRICULAR EVENTS

The Superintendent, or designee, may negotiate for the private sponsorship of an event to take place during the time allotted for a half-time break of any of the District's interscholastic activities. The amount of time for a half-time break shall not be extended for the event. Sponsorship must be pre-approved by the Arkansas Activities Association (AAA) office.¹

The school district shall not discriminate against potential sponsors based on political affiliation, religion, or perceived message. The superintendent, or designee, may decline sponsorship for any of the following reasons:

- The sponsored event would conflict with school or school group presentations;
- The proposed event would be logistically impracticable due to the estimated time, required materials for the event, or for other reasons associated with the implementation of the event;
- The proposed event would make continuation of the interscholastic activity impracticable due to residual mess/trash resulting from the activity; or
- The proposed event would present an unacceptable safety risk to students or viewing audience.

The superintendent's, or designee's, decision to accept or decline the proposed sponsored event shall be final.

Any potential sponsor shall be required to demonstrate proof of an in force, minimum face value one million dollar (\$1,000,000) general liability insurance policy that would cover the event. The sponsor must also agree to indemnify the school against any damages to school property, school employees, students, or bystanders that arise as a result of the sponsored event as well as from any lawsuits that are filed in response to such damages.

There shall be no live or recorded speech, music, or other media provided by the sponsor used during the sponsored event.² A member of the school's administration shall announce the name of the sponsor of the event and shall be present to assist in conducting the event. The school administrator shall be a neutral participant and shall only make content neutral statements during the event. To meet this standard, the administrator shall not promote or act in a manner that creates the appearance, or that could give the impression, that the District sponsors, endorses or otherwise agrees with the product, person/group, or event being promoted by the sponsor. No school employee may act as the representative of a sponsor or wear attire/apparel that is provided by the sponsor or that could be interpreted as promoting the sponsor's interests. Employees or representatives of/affiliated with the sponsor may be present at the event and stand with the member of school administration who is announcing and conducting the event; such employees/representatives of the sponsor may wear clothing identifying them as sponsors of the event.

The superintendent, or designee, shall have the authority to regulate the time, place, and manner of the distribution of promotional materials by the event sponsor. "Promotional materials" includes, but is not limited to, pamphlets, pens/pencils, sports equipment (whether miniature or full sized), or clothing. The event sponsor shall provide the superintendent, or designee, with a complete list of the types of promotional materials the event sponsor intends to distribute at the event so that the superintendent, or designee, may make an informed decision on the time, place, and manner of distribution that would result in the least amount of disturbance with the interscholastic activity.

The superintendent, or designee, should take the following into account when determining the best time, place, and manner of distribution of promotional materials:

- Whether the promotional materials could be a distraction to participants in the interscholastic activity due to the promotional material emitting light or noise;
- Whether the promotional materials have a high possibility of being able to be used against participants of the interscholastic activity to attempt to alter the outcome of the activity;
- The possibility that the promotional materials would be left by recipients to become litter; and
- The possibility that the promotional materials would divert the attention of the audience from the interscholastic activity.

The superintendent, or designee, shall limit the distribution of promotional materials to audience members when they are entering the school building/arena, during the sponsored half-time event, and/or when they are leaving the school building/arena. The superintendent's, or designee's, restrictions on the time, place, and manner of promotional materials shall be final.³

Any funds received through private sponsorship shall be placed in the District's Activity Account. The superintendent, or designee, should follow the policy for receiving public gifts or donations when negotiating the sponsorship amount, as set forth in policy 6.3—Public Gifts and Donations to the Schools.

No student that participates in any interscholastic activity governed by AAA shall be permitted to receive any form of compensation for participating in the privately sponsored event. Compensation includes, but is not limited to, cash/ checks, gift certificates, or expenses for a trip.

Notes: ¹ Failure to get a sponsored event pre-approved by AAA could lead to the district receiving sanctions. Paraphrasing the AAA Handbook, a student member of an interscholastic activity may lose eligibility to participate in future AAA governed interscholastic activities if the student participates in a sponsored event that is not pre-approved by AAA.

² The purpose of the media restriction is to protect the District from First Amendment lawsuits. First, the restriction prevents the District from being sued based on any misperception that the District endorses any perceived message resulting from the provided media. Second, having such a restriction provides the District protection from suits that the District has been limiting, or not limiting, the content of any message. Third, the restriction prevents the creation of an open forum as it does not allow for any input from the community.

³ While no law requires time, place, or manner restrictions on the distribution of materials, restrictions that are reasonable are constitutional. The examples in the paragraph are not intended to be exhaustive, but can be used to help you in choosing how best to limit possible interference with the extracurricular event. Limiting the distribution to only audience members will help prevent potential AAA violations, especially regarding student participants.

Cross References: Policy 6.3 —Public Gifts and Donations to the Schools
Legal References: 2013-2014 AAA Handbook
ADE Rules Governing Athletic Revenues and Expenditures for Public School Districts

Date Created: May 8th, 2014
Last Modified: April 10th, 2014

7.23F—LICENSED PERSONNEL ELECTRONIC RECEIPT OF STATEMENTS CONSENT FORM

To receive an electronic copy of the statement concerning the tax information for your health insurance coverage, please complete the following information:

Name: _____

E-mail address: _____

Phone Number: _____

Mailing Address:

City: _____ State: _____ Zip Code: _____

(The phone number and mailing address shall only be used for the purpose of acquiring a replacement e-mail address to send a copy of the Statement of Return (Statement) in the event the District receives an “unable to deliver” notification when the District sends an electronic copy of the Statement to the provided e-mail address.)

Disclosures

An individual who consents to receive an electronic copy of the Statement shall be deemed to be aware of, and agree to, the following disclosures:

1. I shall receive a paper copy of the Statement unless I consent to receive an electronic copy;
2. My consent to receive an electronic copy of the Statement shall be effective for all future Statements unless I withdraw my consent¹ or it is terminated in accordance with this agreement;
3. The District shall terminate the sending of electronic Statements upon the occurrence of any of the following:
 - Thirty (30) days² after the District receives a written request to withdraw consent;
 - There is a change in hardware or software that has a material impact on my ability to receive the electronic version of the Statement;
 - February 1 of the year following any of the following:
 - Termination of my employment;
 - My retirement from employment;
 - My death;
4. I may request a paper copy of the Statement even though I have consented to receive an electronic copy of the Statement. The request for a paper copy must be in writing, either electronically or on paper, and shall be delivered to the _____.³ A request to receive a paper copy shall not constitute a withdrawal of consent to receive an electronic copy of the Statement unless I affirmatively state that the request constitutes a withdrawal.⁴
5. I shall receive from the District through either mail or e-mail a confirmation of my withdrawal of consent and the date the withdrawal shall become effective;
6. A withdrawal of consent shall not apply to an electronic copy of the Statement that is sent prior to the effective date of the withdrawal;
7. I am responsible for making sure that the District has my current contact information. I may update any changes to my contact information by sending an amended copy of the Electronic Receipt of Statements Consent Form to the _____;³

8. The District shall contact me with any changes in the District's contact information;
9. The District shall furnish electronic copies of the Statement in the Portable Document Format (PDF);⁵
10. Arkansas or Federal law could require the printing of a copy of the Statement to attach to a Federal, State, or local tax return;
11. The e-mail containing the electronic copy of the Statement shall have the subject line of "Important Tax Return Document Available" in all capital letters.

I certify that I have read the disclosures and that I wish to affirmatively consent to receive my copy of the Statement in an electronic format.

Signature: _____

Date: _____

Notes: ¹ While you can have the consent be effective for only one Statement rather than for all future Statements, this language tracks the language in Policy 7.23 and is recommended because mailing paper copies of the Statement of Record could prove costly to districts. Since sending electronic copies is much cheaper and faster than paper copies, we have chosen to make the default position in both this Form and the associated policy be to extend to all future statements to lessen the costs to Districts. If you choose to have the consent be effective for only one Statement rather than for all future Statements, change the language to read "I understand that my consent shall only be effective until February 1 of the following year." If you change the language in this Form be sure to change the language in Policy 7.23 to match.

² The ACA allows you to change the implementation date of the withdrawal of consent from the policy's suggested 30 days to range from the day the withdrawal is received to sixty (60) days after it is received.

³ Fill in this blank with the name, phone number, mailing address, and e-mail address of the district office in charge of handling the Statements; this information is required to be in the consent form signed by the employee.

⁴ Alternatively, this sentence may be changed to allow that any request for a paper copy of the statement shall constitute a withdrawal of consent to receive an electronic copy; such a change would obligate the district to supply future copies to the employee on paper and is not recommended due to the increased costs to districts.

⁵ The ACA does not require statements be provided as a PDF; however, the law does require that there is uniformity between all documents sent electronically to the employee. This means that the Electronic Receipt of Statement Consent Form, the statement, and any other documents related to the statement that are sent electronically by the District to the employee must be in the same format. Since documents provided by the IRS are traditionally PDFs, that is the suggested format.

7.23—HEALTH CARE COVERAGE AND THE AFFORDABLE CARE ACT

Public School Employee Health Insurance

All eligible District employees may elect to enroll themselves, their spouse, and/or their dependant(s) in one of the insurance plans through the Arkansas Public School Employee Life and Health Insurance Program (PSELHIP). New employees have until the end of the first full month following the date the employee's employment duties begin to elect to enroll in a PSELHIP plan;¹ Coverage for eligible employees who choose to enroll in a PSELHIP plan shall take effect on the first of the month following the date on the enrollment application and shall be in effect until the end of the calendar year. Employees who experience a Qualifying Status Change Event² have thirty (30) days from the date of the Qualifying Status Change Event to file an application to change coverage information. All employees may make changes to their PSELHIP plan during the yearly open enrollment period.

The District shall provide annual education to all eligible employees on the advantages and disadvantages of a consumer-driven health plan option and effective strategies of using a Health Savings Account (HSA).³

Eligibility

"Eligible employee" includes:

- All licensed employees in public schools who are normally expected to work nine hundred (900) hours or more per year and whose salaries are paid from the school district's teacher salary fund;
- All licensed employees of the school district whose salaries are not paid from the school district's local or state funds regardless of the number of hours normally expected to be worked;
- All classified employees of the school district who are normally expected to work nine hundred (900) hours or more per year regardless of whether or not the salaries are paid from the school district's local or state revenues;
- A person who contracts with a public school district to operate a school bus for at least seven hundred twenty (720) hours during the school year;
- A person whose primary source of income during the school year is obtained by operating a school bus for a public school district; and
- A person who contracts with a public school district to operate a school bus and is designated by the superintendent as a full-time school bus driver regardless of the number of hours contracted.

Contribution to Premiums

At a minimum, the District shall distribute the statutorily required contribution rate⁴ to all employees⁵ who are enrolled in one of the PSELHIP plans. Additionally, the District shall calculate if the Arkansas Department of Education (ADE) determination of the District's health insurance funding contained in the State Foundation Funding exceeds the amount the District otherwise distributes to eligible employees. In the event the calculation determines there are additional funds required to be distributed to enrolled employees, the District shall distribute the identified funds to all employees enrolled in a PSELHIP plan and shall be made, at the employee's choosing, to either help defray the cost of the employee's premium or deposited in the employee's HSA. Such funds shall **not** be distributed to employees in any other manner such as a payroll stipend or bonus. To the extent possible, the funds shall be distributed equally to each employee.⁶ However, there may be occasions where the amount that would be distributed exceeds the employee's premium and the employee either has no HSA or the employee's plan is not eligible for an HSA. In such instances the employee's surplus funds shall be redistributed to the remaining enrolled employees.⁷

The District recognizes that due to fluctuations in student enrollment and staffing, the funding available to distribute to each enrolled employee based on the health insurance funding contained within the State Foundation Funding, as reported by ADE, may vary from month to month and year to year. Therefore, the district will adjust such additional funding on an as-needed basis.

Affordable Care Act

The District's policies are in compliance with the Affordable Care Act. The District offers health coverage to all eligible and full-time employees and their dependants through the PSELHIP,⁸ files IRS Returns on the health care coverage of all full-time employees, indicates the cost of the employee's health coverage on the employee's W-2, and provides a Statement of Return to all full-time employees regarding the employee's IRS Return on the employee's health insurance

coverage.

Definitions

“Dependant” for purposes of this policy includes an employee’s spouse.

“Full-time employee” means:⁹

- A licensed employee who performs thirty (30) or more hours of service a week;
- a classified employee who works twenty (20) or more hours per week for the school district;
- A person whose primary source of income during the school year is obtained by operating a school bus for a public school district; or
- A person who contracts with a public school district to operate a school bus and is designated by the superintendent as a full-time school bus driver regardless of the number of hours contracted.

“Responsible individual” means a primary insured employee who, as a parent or spouse, enrolls one or more individuals in minimum essential coverage through a district’s health care plan.

“Tax Identification Number (TIN)” means an individual’s social security account number.

Look-Back Period

The District does not use a look-back period when determining if an employee qualifies as a full-time employee.¹⁰

IRS Return

The IRS requires that a “Return” be filed by the District on every full-time employee.¹¹ These Returns cover the District’s full-time employees and the dependants of a responsible individual’s health care coverage status during the previous calendar year. To satisfy the IRS requirement, the District shall:

1. Collect information annually on the participation in, or lack thereof, a PSELHIP plan of all full-time employees and their dependants;
2. Complete the form(s) provided by the IRS that constitute a return for each District full-time employee;¹²
3. File electronically all Returns with the IRS on or before March 31 of each year.

W-2

For all full-time employees who are enrolled in a PSELHIP plan, the District shall indicate in box twelve (12) of the employee’s Form W-2 the cost of the employee’s health care coverage by using code “DD”.¹³

Statement of Return

The District shall send to each full-time employee a Statement of Return (Statement) regarding the IRS Return filed on the employee. The Statement shall contain: The District’s name, address, and Employer Identification Number (EIN) as well as a copy of the IRS Return filed on the employee. The District shall send a copy of the Statement to the employee on or before January 31 of the calendar year following the calendar year the information in the Statement corresponds to. The District shall send only one Statement to the household of an employee who meets the definition of a responsible individual that will include all requisite information for both the responsible individual and the responsible individual’s dependant’s.

Electronic Statements

The District shall provide the Statement in paper unless the employee has affirmatively consented to receive the Statement in an electronic format. Employees who wish to receive a Statement in an electronic format must submit 7.23F-Electronic Receipt of Statements Consent Form to _____.¹⁴ The District shall send an email confirming the receipt of the employee’s consent form to the provided email address within ten (10) business days of the receipt.¹⁵ The consent to receive an electronic copy of the statement shall be effective for all future statements¹⁶ or until thirty (30) days¹⁷ after a written withdrawal of consent is received.

An employee may make a written request to receive a paper copy of the Statement in addition to the electronic copy by sending the written request to _____.¹⁴ The written request for an additional paper copy shall not constitute a withdrawal of consent.¹⁸

An employee may withdraw consent to receive Statements in an electronic format at any time by submitting a written withdrawal of consent to _____.¹⁴ The withdrawal of consent shall become effective thirty (30) days¹⁷ after it is received. The District will send an email confirming the receipt of the withdrawal of consent within ten (10) business days¹⁹ that states the date the withdrawal will become effective. Any Statement sent electronically prior to the effective date of the withdrawal of consent shall satisfy the District's obligations.

The District shall automatically discontinue the transmission of Statements in an electronic format starting on February 1 of the year following termination or nonrenewal of the employee's employment contract, the retirement of the employee, or the death of the employee.

The District is not responsible for making sure the employee's contact information is up to date. Employees whose contact information changes should submit an amended copy of 7.23F-Electronic Receipt of Statements Consent Form to _____.¹⁴ Employees who have elected to receive an electronic Statement shall be notified electronically through the email address on file in the event that any of the District's contact information changes.

The District shall provide the electronic Statements in the Portable Document Format (PDF).²⁰ In the event the District plans to change the format Statements will be provided in from a previous format, the District shall notify all employees who have consented to receiving electronic Statements to the planned change of format. The notification shall be sent prior to the change in format and shall include:

- a. The new format for electronic Statements;
- b. Hardware/software requirements to access the new format;
- c. The date the new format will begin being used;
- d. A statement that the employee's consent is no longer effective; and
- e. A statement that employees are responsible in resubmitting 7.23F-Electronic Receipt of Statements Consent Form to _____¹⁴ if the employee wishes to receive an electronic Statement after receiving notice of a change in format.

The District shall transmit the electronic Statement to employees as an email attachment.²¹ The subject line of the email shall be "IMPORTANT TAX RETURN DOCUMENT AVAILABLE". When the District receives notice that the email with an employee's electronic Statement attached was unable to be delivered, the District shall attempt to contact the employee in question to obtain a working email address. In the event the District is unable to acquire a working email address for the employee by either contacting the employee or searching the District's records, the District shall mail or hand deliver a paper copy of the Statement to the employee's last known mailing address within thirty (30) days of the District's receiving the failure to deliver notice.

In the event the District makes corrections to an employee's Statement, the District shall transmit the corrected Statement to the employee within ten (10) business days of the completion of the corrected Statement as an email attachment and will follow all other policies regarding the e-mailing of Statements.

Record Retention

The District shall maintain copies of the documentation the District uses to notify employees of their ability to elect to enroll in a PSELHIP plan, the IRS Returns filed on employees, and Statements sent to employees in accordance with the requirements for documents transmitted to the IRS in Policy 7.15-Record Retention and Destruction.

Notes: The ACA has a few differences for employers with less than fifty (50) full-time and full-time equivalent (FTE) employees. For the couple of model policy service subscribers that fall into this category, the differences are:

1. You are only required to provide insurance for employees who are "eligible employees" as defined in Arkansas law. See footnote #9 for a more detailed explanation of "full time" and "eligible employees."

2. There is no fine for failing to provide health coverage to all full-time employees. This negates the requirements in footnote #1 and the portion of footnote #8 that discusses ACA's fines.
3. You only have to file "Returns" on the full-time employees who **enroll** in a PSELHIP plan rather than on **all** full time employees.

Note that while you are not required to do so by law, you may adopt the same standards outlined in this policy for employers with fifty (50) or more full-time and FTE employees if you so choose.

This policy is intended to provide districts with information for complying with State and Federal insurance laws. It is not intended to provide information on the specifics of the differences between the available PSELHIP plans; such information may be requested from the Employee Benefits Division (EBD).

The ACA fines large employers for failing to offer its employees insurance within stipulated timelines. Due to the potential for large fines, this policy has been written to help districts avoid them. See footnote #8 for an explanation of the fines.

Many of the requirements around electronic Statements are based on the required disclosures for employees to have affirmatively consented to receive an electronic Statement. Therefore, any changes to the Electronic Statements section of this policy should be checked against the Disclosures section of 7.23F-Electronic Receipt of Statements Consent Form to insure applicable consistency.

¹ The ACA considers a new employee's first day of employment to be the first day the employee performs duties that the employee will be paid for. Should the district require new employees to attend training during the summer months, such as professional development, then the new employees will be treated as having started employment on the date of the earliest training the individual is required to attend even though no salary payment is made until the end of the first pay period.

To determine when a new employee's initial window for applying to enroll in a PSELHIP plan closes, you look to the date of the month when the employee began performing duties. When the date falls on the first of a month, the employee has until the end of that month to apply to enroll in a PSELHIP plan. When the date is not on the first of a month, the employee has until the end of the following month to apply to enroll in a PSELHIP plan.

Examples:

T is hired to teach the next year at D. T's first contract day is August 6. T's contract did not begin on the first of a month. T then has until the end of the following month to apply to enroll in a PSELHIP plan. Thus, T has until September 30 to apply to enroll.

C is hired to fill a classified position at D for the following year. C's first contract day is July 1. C's contract began at the first of a month so C must apply to enroll in a PSELHIP plan before the end of the month. Thus, C must apply to enroll by July 31.

The date an employee elects to enroll is very important because it, in turn, determines when the employee's enrollment takes effect. For districts to avoid paying fines for not having offered insurance, each newly hired employee must either be enrolled in a plan or have declined enrollment by the ninety first (91st) day the employee performs work for the district as explained in the previous examples. It's important to note that, in the eyes of the IRS, an employee who doesn't enroll and who fails to officially decline to enroll has NOT been offered insurance and therefore the district will be fined as explained in footnote #8. The timeline used in the policy is designed to help ensure your district doesn't get fined by inadvertently missing the deadline for the enrollment's effective date. The following paragraph explains how this timeline works.

The enrollment application timeline used in this policy is designed to fit within a grace period the ACA provides employers for new employees. The ACA provides that an employer will not be fined for not offering a full-time employee health coverage during the first ninety (90) days of employment, starting with the first day of the

first full month of employment. Thus, as described at the start of this footnote, if an employee starts on a date that is after the first of a month, then the employer has the remainder of that month plus an additional ninety (90) days before the employee must be offered health coverage; however, if an employee starts on the first day of the month, then the ninety (90) day grace period starts immediately. Districts may amend the enrollment timeline language in the policy but should be aware that IRS regulations only treat an employee as having been offered health coverage if the coverage is effective no later than on the ninety first (91st) day the employee performs work for the district (as

explained in the previous examples) and failure to offer coverage on a single day during a month is treated as not having offered coverage for the entire month. PSELHIP coverage does not become effective until the first day of the month following the date on the enrollment application. It is possible for the ninety (90) day grace period to end before the end of a month. If an employee began work between August 2 and September 1, the ninety (90) day period would end on November 29; unless the employee had applied to enroll in a PSELHIP plan on or before October 31, the earliest the employee's health coverage would become effective would be December 1. The district would be viewed as not having offered coverage to the employee on the ninety-first (91st) day of employment (which would be November 30 in this case) and, in the eyes of the IRS, would be treated as not having offered the employee coverage for an entire month. Consequently, ASBA recommends that if you choose to amend the policy by extending the application period that you limit the application period to a length that prevents an employee's effective date in a PSELHIP plan from being after the ninety-first (91st) day of employment.

² Qualifying Status Change Events include birth; death; divorce; marriage; and loss or gain of group coverage.

³ A consumer-driven health plan option is a health insurance plan that qualifies as a high deductible health plan. Currently, the PSELHIP plan that qualifies as a consumer-driven health plan is the Bronze Plan. Districts may satisfy this requirement by allowing a representative from the EBD's list of approved vendors to speak with the district's employees.

⁴ Under A.C.A. § 6-17-1116(b), districts are not required to pay the statutory contribution rate for full-time bus drivers who are normally expected to work less than nine hundred (900) hours in the year but may do so if they choose.

⁵ The amount for the minimum contribution rate is set forth in A.C.A. § 6-17-1117.

⁶ A.C.A. § 6-17-1117(c)(1)(B) requires that the district's contribution rate be the same for all employees enrolled in a PSELHIP plan. But A.C.A. § 21-5-405(b)(4)(C)(i) requires the funding distributed that is above the statutory minimum contribution rate to only apply toward employees' premiums or to be placed into employees' HSA. There is the very real possibility that both statutes cannot be satisfied. See footnote #7 for further explanation and options.

⁷ The policy's language satisfies A.C.A. § 21-5-405(b)(4)(C)(i), is consistent with conversations ASBA has had with EBD, and we believe is the most realistic option for districts' required distribution of the funds. If you prefer to satisfy A.C.A. § 6-17-1117(c)(1)(B), substitute the paragraph's sentence with, "Should the amount distributed be more than the health insurance premium and the employee does not have an HSA, the amount distributed that is in excess of the plan premium shall be placed into an escrow account until the employee opens an HSA or such time as the amount can be used to reduce the employee's plan premium."

⁸ 26 U.S.C. § 4980H places the burden on employers to offer all full-time employees and their dependants employer sponsored health coverage that meets the definitions of "Minimum Essential Coverage (MEC)" and "affordable". Currently, all PSELHIP plans meet the definitions of MEC and

affordable. All full-time employees are considered to have been offered coverage when an employer can demonstrate that it offered health coverage to ninety-five percent (95%) or more of its full-time employees

(Note: The required percentage is seventy percent (70%) instead of ninety-five percent (95%) for plan year 2015). Failure to offer employer sponsored coverage to all full-time employees can result in the employer being fined one-twelfth (1/12) of two thousand dollars (\$2000) multiplied by the number of **all** full-time employees minus thirty (30) for **each month** the employer is found to not have offered health coverage to all full-time employees. 26 U.S.C. § 4980H(c) defines a full-time employee as an employee who performs thirty (30) or more hours of service per week or an average of one hundred thirty (130) hours of service a month; however, Arkansas law does not define a full time licensed employee and has a lower threshold for a classified employee to be a full-time employee. Under A.C.A. § 6-17-2202(2), a full-time classified employee is a classified employee who works twenty (20) or more hours per week. When a state law grants opportunity to more individuals than the federal law, the state law trumps federal. Therefore, districts have two definitions of a full-time employee to follow. Under the ACA, districts are required to offer healthcare coverage to all employees who are defined as full time. This applies to licensed personnel who are contracted for at least thirty (30) hours a week and all classified personnel who are contracted for at least twenty (20) hours a week. However, districts are still required to follow Arkansas law and offer insurance to all employees defined as “eligible”, which applies to some employees who do not meet the definition of full time under State or ACA statutes.

⁹ It's important to study the policy's definitions of "full time" and "eligible employees". You have to offer insurance to all employees who fall under either trigger, but you only have to file a "Statement of Return" (explained in the policy) for full time employees and it's only full time employees who trigger the ACA fines for failing to offer the required insurance.

Viewed from another angle, Arkansas law defines a "full time" classified employee as one who works 20 hours per week. For a 36 week contract year that amounts to 720 hours. Arkansas law defines an "eligible employee" as one who works 900 hours per year. While there are statutes that make some 20 hour per week employees eligible for insurance, the exceptions do not cover all 720 hour per year employees. Under the ACA that no longer matters and districts will have to offer insurance to all classified employees who work 20 hours per week because they meet the definition of "full time" even if they have not previously been eligible under Arkansas' definition of eligibility.

¹⁰ Districts have the option to use a “look-back period” for determining if new employees, ongoing employees, and temporary employees meet the requirements of a full-time employee. ASBA does not recommend using a look-back period due to its complexity and general lack of applicability to school districts.

¹¹ The IRS requires that a return be filed on each full-time employee **regardless** of whether or not the full-time employee is enrolled in a PSELHIP plan. The district is not required to obtain any information about a full-time employee’s health insurance coverage unless the employee is enrolled in a PSELHIP plan.

¹² The forms a district will need to submit to the IRS do not currently exist. We believe districts can expect the forms to require the district to submit some, if not all, of the following information: the

name, address, and EIN of the district; the name and telephone number of the district’s contact person; the calendar year the information is being reported upon; a certification that the district offered to its full-time employees, and their dependents, the opportunity to enroll in a PSELHIP plan each month; the months during the previous calendar year that coverage was available; each full-time employee’s share of the lowest cost monthly premium by month; the number of full-time employees for each month of the previous calendar year; the name, date of birth, and TIN of each full-time employee; the name, date of birth, and TIN of any dependant who is enrolled in a PSELHIP plan through a district employee; and the months, if any, in the previous calendar year the employee (and dependants) was covered by a PSELIHP plan.

¹³ This information has no impact on the employee’s taxes as the employee portion of the health coverage premium is still excluded from earned income. The inclusion on the Form W-2 is for informational purposes only.

¹⁴ Fill in this blank with the name, phone number, mailing address, and e-mail address of the district office in charge of handling the Statements; this information is required to be in the consent form signed by the employee.

¹⁵ A confirmation email is required to be sent but the regulations do not state a time limit on when the confirmation email must be sent; however, the consent to receive the Statement in an electronic format is not effective until the confirmation email has been sent. ASBA has no way of knowing how many employees will elect to submit the form or when they may choose to submit it. Both factors will affect the length of time you choose to require the confirmation email to be sent.

¹⁶ While you can have the consent be effective for only one Statement rather than for all future Statements, this language tracks the language in Policy 7.23F and is recommended because mailing paper copies of the Statement of Record could prove costly to districts. Since sending electronic copies is much cheaper and faster than paper copies, we have chosen to make the default position in both this policy and the associated Form be to extend to all future statements to lessen the costs to Districts. If you change the language in the policy be sure to change the language in 7.23F to match.

¹⁷ In the policy we have chosen to make the effective date of the withdrawal of consent thirty (30) days, but the ACA allows the effective date for all withdrawals of consent to be within a range that can be as short as the day the withdrawal is received to as long as sixty (60) days after it is received. You have to establish the effective date in policy, but you may choose the date within the allowable range that works best for you. Should a withdrawal of consent become effective before an electronic copy of the Statement is transmitted, a paper copy sent to the employee within thirty (30) days of the **receipt** of the withdrawal of consent will meet IRS timing regulations even if it is not sent until after January 31.

¹⁸ Alternatively, this sentence may be changed to allow that any request for a paper copy of the statement shall constitute a withdrawal of consent to receive an electronic copy; such a change would obligate the district to supply future copies to the employee on paper and is not recommended due to the increased costs to districts.

¹⁹ A confirmation email is required to be sent but the regulations do not state a time limit on when the confirmation email must be sent. The withdrawal of consent will still take effect on the date set in policy even if there is a failure to send a confirmation email.

²⁰ The ACA does not require statements be provided as a PDF; however, the law does require that there is uniformity between all documents sent electronically to the employee. This means that the Electronic Receipt of Statement Consent Form, the statement, and any other documents related to the statement that are sent electronically by the District to the employee must be in the same format. Since documents provided by the IRS are traditionally PDFs, that is the suggested format.

²¹ Districts have the option of placing employee Statements for employees who have submitted 7.23F-Electronic Receipt of Statements Consent Form on a secure website where employees may download the employee's specific Statement. However, due to the complexity of protecting the employee's privacy and security, ASBA recommends using email to distribute the electronic Statements.

Cross References: 3.1—LICENSED PERSONNEL SALARY SCHEDULE
 3.52—LICENSED PERSONNEL HEALTH CARE COVERAGE REPORTING
 3.52F—LICENSED PERSONNEL HEALTH CARE COVERAGE AND TIN REPORT FORM
 7.15—RECORD RETENTION AND DESTRUCTION
 7.23F—LICENSED PERSONNEL ELECTRONIC RECEIPT OF STATEMENTS CONSENT FORM
 8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

8.41—CLASSIFIED PERSONNEL HEALTH CARE COVERAGE REPORTING
8.41F—CLASSIFIED PERSONNEL HEALTH CARE COVERAGE AND TIN REPORT FORM

Legal References: A.C.A. § 6-17-1111
A.C.A. 6-17-1116
A.C.A. 6-17-1117
A.C.A. § 6-17-2202
A.C.A. 21-5-405
A.C.A. § 21-5-407
A.C.A. § 21-5-418
26 C.F.R. § 54.4980h-0 et seq.
26 U.S.C. § 4980H
26 U.S.C. § 6001
26 U.S.C. § 6051
26 U.S.C. § 6055
26 U.S.C. § 6056
26 U.S.C. § 6109
26 C.F.R. § 31.6001-1

Date Adopted: April 10th, 2014

Last Revised:

8.1 - CLASSIFIED PERSONNEL SALARY SCHEDULE

Paris School District

Classified Salary Schedule 14-15

1. All employees will be required to participate in direct deposit. The employee will provide relevant information to the superintendent's office to establish a direct deposit of monthly payroll.
2. The base salary of all support staff not listed below is \$9.22 per hour; i.e., cooks teacher aides, pre-school workers, day care, etc.
3. Salaries for the positions listed below will include an additional percentage of the base.
The positions and weightings follow:

School District Treasurer & Bookkeeper	2.25
Assistant Bookkeeper	2.05
Superintendent's Secretary	1.55
Transportation Supervisor	1.97
Principal's Secretary	1.45
Principal's Part-time Secretary	1.10
Bus Mechanic	1.73
Maintenance Supervisor	2.20
Maintenance Supervisor & Transportation Director	2.53
School Nurse	1.45
Social Worker	2.06
Custodian	1.36
School Food Service Director	1.50
Cafeteria Manager	1.25
Computer Technician	1.50

4. Two hundred and fifty dollars for each year of experience from 1-9 years will be added to an individual's salary; three hundred twenty dollars for each year of experience from 10-20 years will be added. Experience pay will be added after the above percentages are calculated when applicable.
5. The following stipends will be paid for additional training/degrees/duties:

AA Degree	\$1200
BS Degree (in Education or related field)	\$2000
Interpreter	\$1000
Instructional Aides: pass paraprofessional test or receive	
Highly Qualified designation under NCLB	\$ 600
APSCN Cycle Reporting Duties	\$1000

6. Bus drivers will be paid a base salary of \$15 per hour plus seventy-five dollars for each year of experience from 1-10 years.

Enter your District's salary schedule for this policy which must accurately reflect your district's actual pay practices and is not required by law to include step increases for additional years of experience.¹ State law requires each District to include its classified employee's salary schedule in its written personnel policies unless the District recognizes a classified employees' union in its policies for, among other things, the negotiation of salaries. Your district is required to have a salary schedule for at least the following five categories of classified personnel: 1) Maintenance and Operations; 2) Transportation; 3) Food Service; 4) Secretarial and Clerical; and 5) Aids and Paraprofessionals. The District is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year classified policies and salary schedule.

For the purposes of this policy, an employee must work two thirds (2/3) of the number of their regularly assigned annual work days to qualify for a step increase.²

The superintendent has the authority, when recommending an applicant and his/her placement on the District's salary schedule to the Board for its approval, to consider the applicant's previous work experience with similar duties, responsibilities, and skill sets to those job duties and responsibilities the applicant would assume for the District.³

Districts shall distribute funding for health insurance coverage in accordance with state law, the Affordable Care Act, and policy 7.23-Health Care Coverage and the Affordable Care Act. The District reserves the right to adjust the monthly distribution as necessary to account for changes in staffing, student population, and the ADE determination of the funding required to be distributed based on the funding matrix. Specifically, the amount distributed to each employee is NOT part of their salary and is NOT guaranteed to be the same from month-to-month or year-to-year. ⁴

Notes: The salary schedule does not have to, but certainly may, contain steps, nor does it have to be listed specifically, i.e. John Doe = \$9.25 per hour, Jane Doe = \$9.55 per hour. You may list the spread in salaries per category. For example, Janitors = \$ 8.75 to \$11.00 per hour, Bus drivers = \$9.75 to \$12.00 per hour, etc.

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

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

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

¹Your district's salary schedule should be inserted in place of this paragraph. The remainder of the policy should remain in the policy. It's important to note that any changes to the salary schedule must go through the PPC and the Board adopt the policy with the actual salary schedule included in the adopted policy. The ADE Rules governing salary schedules includes the following definition which you can use to ensure you have included the data they will be looking for when you are reviewed. "**Classified Salary Schedule** is a set of matrices that are updated and published each school year, which contains the minimum salaries for all five classifications of classified employees and includes ranges, steps, and rates of pay. The salary schedule is required to reflect the actual pay practices of the district."

²Include this sentence only if your district has step increases built into its classified salary schedule. Two thirds (2/3) is merely offered as a suggestion.

³This is optional language, but can be useful when trying to attract employees from the private work sector.

⁴ The reason for the vagueness of the new policy language is because there is much yet to be decided about the issues involved. The funding contained in the matrix is based on a "prototypical" school of 500 and provides health insurance funding for 34.665 licensed personnel positions. There is NO provision for health insurance funding for classified positions or for any positions beyond what are included in the matrix. Language contained in Acts 3 and 6 of the First Extraordinary Session, 2013 requires districts to expend all the funding it receives from the matrix for health insurance in support of public school health insurance premiums. This language is codified at A.C.A. § 21-5-405(b)(4)(C)(1) and is included in your new law books. The language is horribly vague in terms of defining exactly how the funding levels are to be determined and how often they might be

adjusted. For example, will they be calculated quarterly or only be based on your third quarter ADM? Will they be distributed in 11 installments or all at once? What are districts to do as staffing levels, the number of participating employees, and ADM change over the course of a year. These can all have an effect on the per participant amount available/required for districts to distribute to help employees pay their premiums or to go toward a Health Savings Account (HSA). There is no requirement, however, that Bronze Plan employees have an HSA. This presents the potential problem of how to distribute any excess funding evenly as required by A.C.A. § 6-17-117(c)(1). ASBA has discussed these issues with ADE and as of this update; no decision has been reached on the thorny questions.

Cross References: Policy 1.9—POLICY FORMULATION
7.23-Health Care Coverage and the Affordable Care Act

Legal References: A.C.A. § 6-17-2203

A.C.A. § 6-17-2301
A.C.A. § 21-5-405
ADE Rules Governing School District Requirements for Personnel Policies, Salary Schedules,
Minimum Salaries, and Documents Posted to District Websites

Approved by Board: 04/28/2008
Amended by Board: 05/09/2013
02/14/2014

8.2—CLASSIFIED PERSONNEL EVALUATIONS

Classified personnel may be periodically evaluated.

Any forms, procedures or other methods of evaluation, including criteria, are to be developed by the Superintendent and or his designee(s), but shall not be part of the personnel policies of the District.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: October 9, 2003

Last Revised:

8.4 NON-CERTIFIED EMPLOYEE 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,¹ by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certificate of school bus driver in service training.²

Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test result for that employee³. The offer of employment is also conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.⁴

Methods of Testing

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

Definitions

"Safety sensitive function" includes:

All time spent inspecting, servicing, and/or preparing the vehicle;

All time spent driving the vehicle;

All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and

All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

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

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.⁵

Requirements

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

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

Prohibitions

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- D. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;

- E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
- F. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner who, with knowledge of the driver's job responsibilities, has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

Testing for Cause

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.⁶

Refusal to Submit

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

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

Consequences for Violations

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.⁷

Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, 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.

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

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

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

Give a copy of this policy to your drivers.

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

¹ You have the option of also requiring an alcohol test, but you may not selectively require it, i.e. if you require it for one prospective employee you must require it for all prospective employees.

² A.C.A. § 6-19-108(f) requires extracurricular trips be made only by certified bus drivers who have a valid in service training certificate.

³ While A.C.A. § 6-19-108(e) permits a district to hire a non-certified bus driver in an emergency situation, 49CFR382.301 forbids a first time driver (employee) from performing any safety sensitive functions prior to the district receiving a negative drug test for the employee. Therefore, ASBA advises not hiring a bus driver under A.C.A. § 6-19-108(e) until he/she has had a negative drug/alcohol test.

⁴ While the provisions for fines contained in 27-23-209 do not apply to school districts, school districts are still required to comply with this law. It is for this reason, along with simple prudence in not hiring a person who receives a positive drug/alcohol test, that this language is included. The request for information required by the state is in addition to the federal requirement (49CFR40.25(a)(b)) that you request drug and alcohol test results from any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two years prior to the date of the employee's application.

⁵ Students are not required to be transported on a school bus as long as the transporting vehicle is not scheduled for a regularly occurring route or takes a route that contains frequent stops to pick up or drop off students.

⁶ Employers are required to report to the Office of Driver Services of the Revenue Division of the Department of Finance and Administration within three (3) business days the results of an alcohol test if it was performed due to cause or as part of random testing and the results were positive or the employee refused to provide a specimen for testing.

⁷ The drivers covered under this policy are those who are required to have a teaching license as a prerequisite for their job. Federal law requires you to remove them from safety-sensitive functions when a drug or alcohol related

problem exists, but does not enter into the realm of dismissing them from their teaching duties. Bus drivers who are not also teaching licensed personnel are covered under the Classified Policy 8.4 and may be dealt with given the specific provisions of their employment. ASBA recommends that licensed employees who are hired for driving a bus in addition to their teaching responsibilities be hired under separate contracts for each position.

This policy is similar to Policy 3.7. If you change this policy, review 3.7 at the same time to ensure applicable consistency between the two.

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

Date Adopted: October 9th, 2003

Last Revised: May 10th, 2007

 July 18th, 2013

 February 17th, 2014

8.5 - CLASSIFIED EMPLOYEE SICK LEAVE

Definitions

1. "Employee" is an employee of the District working 20 or more hours per week who is not required to have a teaching license as a condition of his employment.
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 month worked, or major part thereof.¹
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.
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

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

Employees who are adopting or seeking to adopt a minor child or minor children may use up to 15 sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court and bonding time. See also, 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.²

Pay for sick leave shall be at the employee's daily rate of pay, which is that employee's hourly rate of pay times the number of hours normally worked per day. Absences for illness in excess of the employee's accumulated and current sick leave shall result in a deduction from the employee's pay at the daily rate as defined above.

At the discretion of the principal (or Superintendent), and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE the District may require a written statement from the employee's physician documenting the employee's illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

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

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability³ determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accrued paid sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accrued sick leave, vacation or personal leave. See 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE.

Sick Leave and Outside Employment

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 8.36, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

Notes: This policy is similar to Policy 3.8. If you change this policy, review 3.8 at the same time to ensure applicable consistency between the two.

¹ For classified employees your district has the choice of crediting sick leave days up front as is done for licensed employees, or of crediting sick leave at the rate of one day per month worked. Choose your method and delete the portion of this sentence that doesn't reflect your choice.

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

³ As used in this policy, “applicable” is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid unless vacation or personal leave is available. For instance, “applicable leave” in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your district’s policy on sick leave. For instance, if sick leave may be taken “for reason of personal illness or illness in the immediate family” (based on the statutory definition in 6-17-1302, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your district has a much more liberal definition of sick leave in district policy, the results could be entirely different and all birth related leave might be applicable. Another example would be the potential for overlap between pregnancy complications that arise to the level of a “serious health condition.” For instance, pregnancy complications that rose to the level of a “serious health condition” would qualify for both, while missing work for a dentist’s appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 8.23— CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE when making the determination of what sick leave qualifies under both policies. It may also be helpful to consult 29 CFR 825.113, 114, and 115 which are available by calling the ASBA office

Cross Reference: 8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT
 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE
 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION

Legal References: A.C.A. § 6-17-1301 et seq.
 29 USC §§ 2601 et seq.
 29 CFR 825.100 et seq.

Date Adopted: October 9, 2003

Last Revised: May 10, 2007 February 17, 2014
 May 8, 2008
 April 25, 2011
 May 10, 2012

May 9, 2013

8.5.F NON-CERTIFIED EMPLOYEE MISCELLANEOUS LEAVE POLICIES

Any full time contracted employee that has perfect attendance in a semester will receive only one \$200 bonus regardless of how many contracted positions held. Perfect attendance is defined as not missing any sick, personal, or benevolence days, OR ANY LEAVE OTHER THAN VACATION OR PROFESSIONAL LEAVE, and working the full semester. Any dispute on what constitutes perfect attendance will be determined by the superintendent or his/her designee. Perfect attendance bonuses will be paid in June.

Upon retirement all personnel will be compensated in extra salary for unused sick leave under the following conditions:

- ❑ The employee has worked for the Paris School District for five (5) years.
- ❑ The employee must be an approved applicant for teacher retirement benefits.
- ❑ The per diem compensation shall be one-fourth the current daily salary of the employee , or a minimum of \$25.00, times the number of sick leave days accumulated.
- ❑ Compensation will be paid annually in June.

Upon the death of any employee, the designated heir will be compensated for unused sick leave under the following conditions:

- ❑ The employee has worked for the Paris School District for five (5) years.
- ❑ The per diem compensation shall be one-fourth the current daily salary of the employee , or a minimum of \$25.00, times the number of sick leave days accumulated.

Benevolence Day – Each employee may use one (1) day each year to attend a funeral or memorial service by notifying the building principal one day in advance of their absence. This will not affect the number of sick or personal days an employee receives or has accumulated. The Benevolence Day may not be carried forward or transferred to sick or personal days. Employees may choose to use two (2) one-half days rather than one (1) full day. No other fraction of a day will be recorded (example: three (3) one-third days or four (4) one-fourth days).

Vacation Days – All 12 month (240 days) employees will receive 2 weeks (ten working days) vacation. All vacation must be taken between July 1 and June 30. No vacation days may be carried over to the next year. An employee that has not used all their vacation days may request to the superintendent that they receive compensation for unused vacation days. The employee must have prior approval before applying for compensation for unused vacation days. The daily rate of pay will be one half of the daily rate of pay of the employee.

Payment for Unused Sick Days – Each employee will have the option to have the Paris School District buy back unused sick days the month prior to the employee entering T-Drop. The rate will be according to the current District policy. Only employees eligible to enter T-Drop and that have filed all paper work with Teacher Retirement are eligible for this option.

The Paris School District will only buy back unused sick days one time for each employee.

If the employee is paid for their unused sick days, they are no longer eligible to withdraw days from the District sick leave bank.

Date Adopted: June 10, 1999

Last Revised: June 13, 2002
May 13, 2004
May 10, 2007
May 8, 2008
April 25, 2011

May 9, 2013

8.6 - CLASSIFIED EMPLOYEES' SICK LEAVE BANK

When a non-certified employee has a need for additional sick days, due to a catastrophic, unusual illness, or accident, a written request must be made to the Superintendent and approved by the sick leave committee.

An employee may contribute up to three (3) days from his/her sick leave bank, per written request. A sick leave contribution form must be filled out, signed and turned in at the superintendent's office.

The contributed leave, from employees with the most days in their sick leave banks, will be used first.

The leave will be added to the requesting employee's leave bank as needed.

The sick leave committee will include four (4) non-certified employees and the Superintendent or his/her designee.

Legal References: A.C.A. § 6-17-1208

Date adopted: June 10, 1999

Last Revised: October 9, 2003

8.7 - CLASSIFIED EMPLOYEE PERSONAL AND PROFESSIONAL LEAVE

For the District to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The District acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive three (3) days of personal leave per contract year. The leave may be taken in increments of no less than one half (1/2) 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 (for sick leave see Policy 8.5, for professional leave see below).

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

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

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

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

Employees who fail to report to work when their request for a personal day has been denied or who have exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave without pay). While there are instances where personal circumstances necessitate an employee's absence beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies and/or as permitted by Policy 8.23 – CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

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

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

Professional Leave

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

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

If the employee does not receive or does not accept remuneration for his/her participation in the professional leave activity and a substitute is needed for the employee, the District shall pay the full cost of the substitute. If the employee

receives and accepts remuneration for his/her participation in the professional leave activity, the employee shall forfeit his/her daily rate of pay from the District for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the employee.

Legal Reference: A.C.A. § 6-17-211

Date Adopted: October 9, 2003

Last Revised: May 10, 2007

May 8, 2008

May 10, 2012

8.8 NONCERTIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS

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

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

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

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

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

Date Adopted: May 10, 2007

Last Revised:

8.9 - CLASSIFIED PERSONNEL PUBLIC OFFICE

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

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

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

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

Cross Reference: Policy #8.17—Classified Personnel Political Activity

Legal Reference: A.C.A. § 6-17-115

Date Adopted: October 9, 2003

Last Revised: May 10, 2012

8.10 NON-CERTIFIED PERSONNEL JURY DUTY

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

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

Legal Reference: A.C.A. § 16-31-106

Date Adopted: October 9, 2003

Last Revised:

8.12 NON-CERTIFIED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

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

For employees who work two or more jobs for the District, the superintendent or designee shall specify which the employee's primary job is. If circumstances change, the determination can be changed to reflect the current needs of the District. Furthermore, if on any given day, one of the employee's jobs requires more hours worked than is customary, the District reserves the right to lessen the number of hours the employee may work in his/her other job such that the employee does not exceed forty (40) hours worked in that week.¹

Sick Leave and Outside Employment

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 8.26, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

Notes: This policy is similar to Policy 3.18. If you change this policy, review 3.18 at the same time to ensure applicable consistency between the two.

¹The fact that a district may reduce an employee's hours for one job due to extra hours being worked in the employee's second job does NOT permit the district to require the same duties in the reduced hours job, but merely pay for it to be done in fewer hours. Please also note that districts are obligated under the Fair Labor Standards Law (FLSA) (see policy 8.11) to pay every hourly employee (other than those few classified employees who meet FLSA's definition of "supervisor") for every minute worked. Classified employees' wages have to be based on an hourly wage even if paid as a salary; there are methods for determining the "blended" rate for employees working more than 40 hours in a week who are paid on the basis of more than one hourly wage. These requirements also apply to the calculation of stipends.

Cross References: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE
8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE
8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS'
COMPENSATION

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

Date Adopted: October 9, 2003

Last Revised: February 17th, 2014

8.13 - CLASSIFIED PERSONNEL EMPLOYMENT

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

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

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.

An employee who receives notification of a failure to pass a criminal background check or a true result on the Child Maltreatment Central Registry check shall have thirty (30) days following the notification to submit to the superintendent, or designee, a written request for a hearing before the Board to request a waiver. The written request should include any documentation, such as police reports, or other materials that are related to the event giving rise to the failed background check or true result on the Child Maltreatment Registry as well as information supporting your request for the waiver. Employees requesting a board hearing to request a waiver should be aware that this hearing is subject to the Arkansas Freedom of Information Act and it must be fully open to the public as a result.

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

In accordance with Arkansas law¹, the District provides a veteran preference to applicants who qualify for one of the following categories:

- a veteran without a service-connected disability;
- a veteran with a service-connected disability;
- a deceased veteran's spouse who is unmarried throughout the hiring process; or

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

A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or

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

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

Indicate on the employment application the category the applicant qualifies for;

Attach the following documentation, **as applicable**, to the employment application:

Form DD-214 indicating honorable discharge;

A letter dated within the last six months from the applicant's command indicating years of service in the National Guard or Reserve Forces as well as the applicant's current status;

Marriage license;

Death certificate;

Disability letter from the Veteran's Administration (in the case of an applicant with a service-related disability).

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

Notes: This policy is similar to Policy 3.19. If you change this policy, review 3.19 at the same time to ensure applicable consistency between the two.

¹ Act 444 of 2013, as codified at A.C.A. § 21-3-301 et seq., added public schools to the list of employers required to provide a preference to applicants who qualify for a veteran or a deceased veteran's spouse category when selecting interview candidates, during the interview process, in selecting a new employee.

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

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

Legal References: A.C.A. § 6-17-414
 A.C.A. § 21-3-302
 A.C.A. § 21-3-303
 A.C.A. § 25-19-101 et seq.

Date Adopted: October 9th, 2003
Last Revised: May 10th, 2012
 February 17th, 2014

8.14 NON-CERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

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

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

The provisions of policy 7.12 – EXPENSE REIMBURSEMENT are incorporated by reference into this policy.

Cross Reference: Policy #7.12 – EXPENSE REIMBURSEMENT

Date Adopted: October 9, 2003

Last Revised: April 25, 2011

8.15 NON-CERTIFIED PERSONNEL TOBACCO USE

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

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

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: October 9, 2003

Last Revised: July 18, 2013

8.16 DRESS OF NON-CERTIFIED EMPLOYEES

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

Date Adopted: October 9, 2003

Last Revised:

8.17 NON-CERTIFIED PERSONNEL POLITICAL ACTIVITY _

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

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

- Using students for preparation or dissemination of campaign materials;
- Distributing political materials;
- Distributing or otherwise seeking signatures on petitions of any kind;
- Posting political materials; and,

Discussing political matters with students, in or out of the classroom, in other than circumstances appropriate to the employee's responsibilities to the students and where a legitimate pedagogical reason exists.

Date Adopted: October 9, 2003

Last Revised:

8.18 NON-CERTIFIED PERSONNEL DEBTS

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

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

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

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

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

Date Adopted: October 9, 2003

Last Revised: July 18, 2013

8.19 NONCERTIFIED PERSONNEL GRIEVANCES

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

Definitions

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

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

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

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

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

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

Process

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

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

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

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

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

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Education within five working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the Superintendent. If the grievance is not appealed to the Board of Directors within five working days of his/her receipt of the superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

Records

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

Reprisals

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

Note: This policy is similar to Policy 3.25. If you change this policy, review 3.25 at the same time to ensure applicable consistency between the two.

Legal Reference: ACA § 6-17-208, 210

Date Adopted: October 9, 2003

Last Revised: May 13, 2004

May 10, 2007

8.19F NONCERTIFIED LEVEL TWO GRIEVANCE FORM _____

Name: _____

Date submitted to supervisor: _____

Non-certified Personnel Policy grievance is based upon:

Grievance (be specific): _____

What would resolve your grievance? _____

Supervisor's Response

Date submitted to recipient: _____

Date Adopted: October 9, 2003
Last Revised:

8.20 NON-CERTIFIED PERSONNEL SEXUAL HARASSMENT

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

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

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment as defined in this policy. Any employee found, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action up to and including, termination.

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

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

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

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

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

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

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

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

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

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

Date Adopted: October 9, 2003

Last Revised: April 25, 2011

8.21 NON-CERTIFIED PERSONNEL SUPERVISION OF STUDENTS

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

Date Adopted: October 9, 2003

Last Revised:

8.22 NON-CERTIFIED PERSONNEL COMPUTER USE POLICY

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

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

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

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

Date Adopted: October 9, 2003

Last Revised: May 8, 2008

 June 11, 2009

8.22F NON-CERTIFIED PERSONNEL INTERNET USE AGREEMENT

Name (Please Print) _____

School _____ Date _____

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

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

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

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

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

Using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;

- Using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
- Posting anonymous messages on the system;
- Using encryption software;
- Wasteful use of limited resources provided by the District including paper;
- Causing congestion of the network through lengthy downloads of files;
- Vandalizing data of another user;
- Obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
- Gaining, or attempting to gain, unauthorized access to resources or files;
- Identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
- Using the network for financial or commercial gain without District permission;
- Theft or vandalism of data, equipment, or intellectual property;
- Invading the privacy of individuals;
- Using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
- Introducing a virus to, or otherwise improperly tampering with the system;
- Degrading or disrupting equipment or system performance;
- Creating a web page or associating a web page with the school or school district without proper authorization;
- Attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- Providing access to the District's Internet Access to unauthorized individuals; or
- Taking part in any activity related to Internet use that creates a clear and present danger of the substantial disruption of the orderly operation of the District or any of its schools;
- Making unauthorized copies of computer software;
- The personal use of computers during instructional time or work time.

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

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

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

Employee's Signature _____ Date _____

Date Adopted: October 9, 2003

Last Revised:

8.23 - CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

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

SECTION ONE

Definitions:

Eligible Employee: is an employee who has been employed by the District for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.¹

FMLA: is the Family and Medical Leave Act

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

Instructional Employee: is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to, teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include administrators, counselors, librarians, psychologists, or curriculum specialists.

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

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

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

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

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

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

Policy

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

Leave Eligibility

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

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

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

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

Provisions Applicable to both Sections One and Two

District Notice to Employees

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

Designation Notice to Employee

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

Concurrent Leave Under the FMLA

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

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

No employee on FMLA leave for their own serious medical condition may perform work at another, non-district job while on FMLA leave. Except as provided in policy 8.36, employees who do perform work at another, non-district job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

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

Health Insurance Coverage

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a

group health plan which apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.⁸

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

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

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

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

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

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

Reporting Requirements During Leave

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two weeks¹⁰ during FMLA leave of their current status and intent to return to work.

Return to Previous Position

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority.

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

Provisions Applicable to Section One

Employee Notice to District

Foreseeable Leave:

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

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

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

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

Unforeseeable Leave:

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

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

Medical Certification

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

District may require, at its expense, the employee to obtain a third opinion from a health care provider agreed upon by both the District and the employee. The opinion of the third health care provider shall be considered final and be binding upon both the District and the employee.

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

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

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

No second or third opinion on recertification may be required.

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

Substitution of Paid Leave

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.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 Work¹²

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

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

Failure to Return to Work:

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

Intermittent or Reduced Schedule Leave

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

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

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

When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee

is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

Special Provisions relating to Instructional Employees as Defined in This Policy

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under Act's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

SECTION TWO

FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

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

QUALIFYING EXIGENCY

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

Certification¹⁴

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

Employee Notice to District

Foreseeable Leave:

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

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

Special Provisions relating to Instructional Employees as Defined in This Policy

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and who's FMLA leave falls under Act's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

SERIOUS ILLNESS

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

Definitions:

Covered Service Member is

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

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

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

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

Serious Injury or Illness:

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

Son or daughter of a covered service member means a covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.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 12 months after that date.

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

If husband and wife are both eligible employees employed by the District, the husband and wife are entitled to a combined total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member** with a serious injury or illness as defined in this policy. A husband and wife who care for such a covered service member continues to be limited to a combined total of 12 weeks FMLA leave for reasons 1 through 3 in Section One and for any qualifying exigency during a year as defined in this policy. For example, a husband and wife who are both eligible employees and who care for such a covered service member for 16 weeks during a 12 month period could only take a combined total of 10 weeks for reasons 1 through 3 in Section One and for any qualifying exigency.

Medical Certification¹⁵

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

Employee Notice to District

Foreseeable Leave:

When the need for leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury is clearly foreseeable at least 30 days in advance, the employee shall provide the

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

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

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

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

Eligible employees may take intermittent or reduced schedule FMLA leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury when the medical need is best accommodated by

such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began.

Special Provisions relating to Instructional Employees (as defined in this policy)

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under Act's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

Notes: This policy is similar to Policy 3.32. If you change this policy, review 3.32 at the same time to ensure applicable consistency between the two.

Determining whether an absence qualifies as FMLA leave is a **DISTRICT** responsibility and not the employee's. While much of the statutes' language refers to an employee's request for FMLA leave, the employee has **NO** mandatory responsibility for initiating the exchange of information that might relate his/her absence to that of the FMLA. The District has the right and the duty to ask for enough information concerning an employee's absence to make a determination. The employee has the responsibility and duty to respond to questions asked in an effort for the District to make the initial determination. Any issue of medical certification to be provided by the employee is secondary to that of informal questioning to determine whether the absence does in fact, fall under the FMLA umbrella. The

District must fulfill its responsibility for the posting of employee FMLA notice requirements to make those requirements enforceable. This is done through posting the notices available at the link in footnote #4 **AND** by the employee's receipt of this policy in the employee handbook.

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

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

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

³ Districts can choose one of four possible “12-month periods.” Each one has possible advantages and disadvantages. Choose the one that will work best for your district. The four options are:

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

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

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. “Genetic information,” as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an

individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

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

⁶ As used in this policy, “applicable” is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid. For instance, “applicable leave” in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your District’s policy on sick leave. For instance, if sick leave may be taken “for reason of personal illness or illness in the immediate family” (based on the statutory definition in 6-17-1202, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your district has a much more liberal definition of sick leave in

District policy, the results could be entirely different. Another example would be the potential for overlap between pregnancy complications that arise to the level of a “serious health condition.” For instance, pregnancy complications that rose to the level of a “serious health condition” would qualify for both, while missing work for a dentist’s appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 8.5—CLASSIFIED EMPLOYEES SICK LEAVE when making the determination of what sick leave qualifies under both policies.

⁷ There are several issues that must be addressed in the written notice. Appendix E of Part 825 available from the Wage and Hour Division of the US Department of Labor is a good way to both give your employee written notice and help ensure you have included the necessary information in the notice. Appendix E is available at the link contained in footnote #4 or by calling the ASBA office.

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

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

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

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

¹¹ ASBA model policy 8.5—CLASSIFIED EMPLOYEES SICK LEAVE includes language entitling employees with up to 15 days of sick leave in a school-year for issue relating to the adoption of child. If you have not adopted this provision, delete #2 from this sentence. Include reason #1 if you have a liberal sick leave policy that would permit leave to be taken for bonding with a new born son or daughter.

¹² The Department of Labor's *Designation Notice* has entries that address this section's requirements. It's very helpful. Unfortunately, the titles of the DOL forms leave a lot to be desired. The Designation notice **and** the *Medical Condition Certification* form are both listed as Appendix E. For this section you will actually need both of them; the *Designation Notice* to fulfill your notice requirements and the medical certification form to enable you to determine if the employee's leave is actually covered under the FMLA. They are both available at the link in footnote #3 or by calling the ASBA office.

¹³ The types and amounts of leave available for a particular type of qualifying exigency are covered in 29 C.F.R. § 825.126. Call the ASBA office for a copy. While the current CFR has not been updated since the FMLA law was amended, it can still be helpful to give an idea of the types of circumstances that trigger leave eligibility.

¹⁴ You can use Appendix G, *Certification of Qualifying Exigency for Military Family Leave* to obtain the certification. (It hasn't been updated to meet the changes in the FMLA law, but it will work. It's available at the link in footnote #4 or by calling the ASBA office.

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

Cross References: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE
8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT
8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

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

Date Adopted: October 9th, 2003
Last Revised: May 8th, 2008
May 10th, 2012
July 18th, 2013
February, 17th, 2014

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

8.24 - SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES

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

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.¹

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages.² If the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

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

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

Notes: This policy is similar to Policy 3.51. If you change this policy, review 3.51 at the same time to ensure applicable consistency between the two.

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

² The statute only prohibits "cell phone" use, but in the 10 years since it was passed the term no longer fits today's technology. The terminology in this sentence is designed to cover all the distractions that could affect a driver's ability to safely drive the bus. While we recommend our language, the statute limits the restrictions to "cell phones that requires the operator to dial numbers manually" and you can substitute that for our verbiage if you prefer.

Legal Reference: A.C.A. § 6 –19 -120

Date Adopted: October 9th, 2003

Last Revised: May 10th, 2012

February 17th, 2014

8.25 - CLASSIFIED PERSONNEL CELL PHONE USE

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

District staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use a school issued cell phones and/or computers for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. School employees who are issued District cell phones due to the requirements of their position may use the phone for personal use on an “as needed” basis provided it is not during designated work time.²

All employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.³

No employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to and including termination.⁴

Notes: This policy is similar to Policy 3.34. If you change this policy, review 3.34 at the same time to ensure applicable consistency between the two.

¹ The goal is to eliminate the use of cell phones during designated work time. You may change who has the authority to approve the use of cell phones if you wish to.

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

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

⁴ This sentence was added due to the dangers involved for both drivers and pedestrians associated with distracted driving. While there is no statutory requirement for the language, we believe it is important protection for students and employee alike.

Cross References: 4.47— POSSESSION AND USE OF CELL PHONES, BEEPERS, ETC.
 7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

Legal Reference: IRS Publication 15 B

Date Adopted: May 10th, 2007

Last Revised: May 14th, 2009

 May 10th, 2012

 February 17th, 2014

8.26 NON-CERTIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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. The principal or his/her 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 staffs are required to help enforce implementation of the district's anti-bullying policy and shall receive the training necessary to comply with this 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/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.

Definitions:

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

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

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

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

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

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

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

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

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

- Sarcastic comments “compliments” about another student’s personal appearance or actual or perceived attributes.
- Pointed questions intended to embarrass or humiliate.
- Mocking, taunting, or belittling.
- Non-verbal threats and/or intimidation such as “fronting” or “chesting” a person,
- Demeaning humor relating to a student’s race, gender, ethnicity or actual or perceived attributes,
- Blackmail, extortion, demands for protection money or other involuntary donations or loans,
- Blocking access to school property or facilities,
- Deliberate physical contact or injury to person or property,
- Stealing or hiding books or belongings, and/or
- Threats of harm to student(s), possessions, or others.
- Sexual harassment, as governed by policy 8.20, is also a form of bullying.
- Teasing or name-calling based on the belief or perception that an individual is not conforming to expected gender roles (Example: “Slut”) or conduct or is homosexual, regardless of whether the student self-identifies as homosexual (Examples: “You are so gay”, “Fag”, “Queer”).

Legal Reference: A.C.A. § 6-18-514

Date Adopted: May 13, 2004

Last Revised: May 10, 2007
 April 25, 2011
 May 12, 2011
 July 18, 2013

8.27 NON-CERTIFIED PERSONNEL LEAVE—INJURY FROM ASSAULT

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

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

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

Legal Reference: A.C.A. § 6-17-1308

Date Adopted: May 13, 2004

Last Revised:

8.28 NONCERTIFIED PERSONNEL 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.

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.

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

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

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

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

Any 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) weekdays (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 five (5) calendar days to the Superintendent. Within ten (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.

This policy is similar to Policy 3.31. If you change this policy, review 3.31 at the same time to ensure consistency between the two.

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

Date Adopted: April 14, 2005

Last Revised: May 10, 2007

June 11, 2009

8.28F DRUG-FREE WORKPLACE POLICY ACKNOWLEDGEMENT

Certification:

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

Signature _____

Date _____

8.29 NONCERTIFIED PERSONNEL VIDEO SURVEILLANCE and OTHER MONITORING

The Board of Directors has a responsibility to maintain discipline, protect the safety, security, and welfare of its students, staff, and visitors while at the same time safeguarding district facilities, vehicles, and equipment. As part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras, automatic identification, data compilation devices, and technology capable of tracking the physical location of district equipment, students, and/or personnel.

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

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

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

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

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

Video recordings and automatic identification or data compilation records may become a part of a staff member's personnel record.

Date Adopted: May 8, 2008

Last Revised: April 25, 2011

8.30 - CLASSIFIED PERSONNEL REDUCTION IN FORCE

SECTION ONE

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

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

If a reduction in force becomes necessary, the RIF shall be conducted separately for each occupational category of classified personnel identified within the district on the basis of each employee's years of service. The employee within each occupational category with the least years of experience will be non-renewed first. The employee with the most years of employment in the district as compared to other employees in the same category shall be non-renewed last. In the event that employees within a given occupational category have the same length of service to the district the one with the earlier hire date, based on date of board action, will prevail.

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

Total years of service to the district shall include non-continuous years of service; in other words, an employee who left the district and returned later will have the total years of service counted, from all periods of employment. Working fewer than 160 days in a school year shall not constitute a year. Length of service in a licensed position shall not count for the purpose of length of service for a classified position. There is no right or implied right for any employee to "bump" or displace any other employee. This specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all employees will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments change.¹ A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

Recall: Option 1²

There shall be no right of recall for any classified employee.

Recall: Option 2²

For a period of up to two (2) years from the date of board action on the classified employee's non-renewal or termination recommendation under this policy, a classified employee shall be offered an opportunity to fill a classified vacancy comparable as to pay, responsibility and contract length to the position from which the employee was non-renewed, and for which he or she is qualified. The non-renewed employee shall be eligible to be recalled for a period of two (2) years in reverse order of the non-renewal to any position for which he or she is qualified. No right of recall shall exist for non-renewal from a stipend, or non-renewal or reduction of a stipend, or non-renewal to reduce contract

length.

Notice of vacancies to non-renewed employees shall be by first class mail to all employees reasonably believed to be both qualified for and subject to rehire for a particular position and they shall have 10 working days from the date ~~that~~ the notification is mailed in which to conditionally accept or reject the offer of a position with the actual offer going to the qualified employee with the most years of service who responds within the 10 day time period. A lack of response, as evidenced by a teacher's failure to respond within 10 working days, or a non-renewed employee's express refusal of an offer of a position or an employee's acceptance of a position but failure to sign an employment contract within two business days of the contract being presented to the employee shall constitute a rejection of the offered position and shall end the district's obligation to rehire the non-renewed employee. No further rights to be rehired because of the reduction in force shall exist.

SECTION TWO

Option A²

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

Option B²

The employees of any school district which annexes to, or consolidates with, the Paris 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 Paris District, if any, at the time of the annexation or consolidation, or within ninety (90) days after the effective date of the annexation or consolidation. The need for any employee of the annexed or consolidated school district shall be determined solely by the superintendent and school board of the Paris District.

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

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

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

The intention of this section is to ensure that those Paris 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.

Notes: ¹ For example, if the district's salary schedule provided for a range of salaries for maintenance employees ranging from \$8.50 an hour to \$12.50 an hour, and one maintenance employee is making \$14.00 an hour, the superintendent, as part of the RIF, would send a letter of partial nonrenewal to the maintenance employee to bring the salary into compliance with the salary schedule.

²For either Options 1 and 2 or Options A and B, select the option that will work best for your district. If you choose Option B, the ninety (90) day time period may be lengthened or shortened (within reason) to suit your preference.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: June 9th, 2005

Last Revised: April 25th, 2011

 May 10th, 2012

 July 18th, 2013

 February 17th, 2014

8.31 NONCERTIFIED PERSONNEL TERMINATION AND NON-RENEWAL

For procedures relating to the termination and non-renewal of noncertified employees, please refer to the Public School Employee Fair Hearing Act A.C.A. § 6-17-1701 through 1705. The Act specifically is not made a part of this policy by this reference.

A copy of the code is available in the office of the principal of each school building.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: June 9, 2005

Last Revised:

8.32 NONCERTIFIED PERSONNEL ASSIGNMENTS

The Superintendent shall be responsible for assigning and reassigning non-certified personnel.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: June 9, 2005

Last Revised:

8.33—CLASSIFIED PERSONNEL SCHOOL CALENDAR

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

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

The Paris School District shall operate by the following calendar.

August 12-13	District-wide Professional Development
TBA	Open House on all campuses
August 19	First Day of School!!
September 2	Labor Day; NO SCHOOL
October 18	End 1st Quarter - 44 Days
October 24	Parent/Teacher Conferences
October 25	Professional Development ; NO students; not a flex day
November 27,28, 29	Thanksgiving Holidays— NO SCHOOL
December 19-20	Semester Tests;
December 20 (12/23—01/03)	End 2nd Quarter - 41 Days [85 first semester]
January 6	Students & Teachers return to School
January 20	MLK Day NO SCHOOL
February 13	Mid-Term Parent/Teacher Conferences
February 14	Mid-Winter Break; NO SCHOOL
March 11-12	11th Grade Literacy Test
March 14	End 3rd Quarter - 48 Days
March 24-28	State-Wide Spring Break
March 31	ITBS Testing for Grades 1, 2, 9
April 1-4	ITBS Testing for Grades 1, 2, 9
April 1-12	1-2 and 9 Grade NRT Testing Window
April 7-11	3-8 Benchmark Testing
April 22-23	End of Course Geometry Test
April 29-30	End of Course Biology Test
May 13-14	End of Course Algebra I Exam
May 16	Graduation
May 21-23	Semester Tests
May 23	Last Day of School!! End 4th Quarter - 45
May 26	Memorial Day; NO SCHOOL
Weather Day(s) Make-up Order:	Feb 14; May 27,28,29,30

Legal References: A.C.A. § 6-17-2301
Arkansas Comprehensive Testing, Assessment, and Accountability Plan Rules

Date Adopted:

Last Revised: July 18, 2013

8.34 NONCERTIFIED PERSONNEL WHO ARE MANDATORY REPORTERS DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT

It is the statutory duty of noncertified school district employees **who are mandatory reporters**¹ and 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 for statutory mandatory reporters, 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 ². 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 **who is a mandatory reporter** from directly reporting suspected child abuse or maltreatment, or require that any person notify or seek permission from any person before making a report to the Child Abuse Hotline.

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

Date Adopted: May 8, 2008
Last Revised: May 12, 2011

8.35 RELEASE OF STUDENT'S FREE and REDUCED PRICE MEAL ELIGIBILITY INFORMATION

Obtaining Eligibility Information

A fundamental underpinning of the National School Lunch and School Breakfast Programs (Programs) is that in their implementation, there will be no physical segregation of, discrimination against, or overt identification of children who are eligible for the Program's benefits. While the requirements of the Programs are defined in much greater detail in federal statutes and pertinent Code of Federal Regulations, this policy is designed to help employees understand prohibitions on how the student information is obtained and/or released through the Programs. Employees with the greatest responsibility for implementing and monitoring the Programs should obtain the training necessary to become fully aware of the nuances of their responsibilities.

The District is required to inform households with children enrolled in District schools of the availability of the Programs and of how the household may apply for Program benefits. However, the District and anyone employed by the district is **strictly forbidden** from **requiring** any household or student within a household from submitting an application to participate in the program. There are NO exceptions to this prohibition and it would apply, for example, to the offer of incentives for completed forms, or disincentives or negative consequences for failing to submit or complete an application. Put simply, federal law requires that the names of the children shall not be published, posted or announced in any manner.

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition,¹ the employee shall be subject to discipline up to and including termination.

Releasing Eligibility Information

As part of the district's participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data's confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information² as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

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

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

Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.¹

Notes: This policy is similar to policy 3.42. If you change this policy, check policy 3.42 to make sure there is applicable consistency between the two.

The Child Nutrition Unit of the ADE website (<http://cnn.k12.ar.us>) has the referenced Commissioner's Memos as well as helpful information to develop your policy statement packet. Additionally, Commissioner's Memos FIN

09-041 has two attachments that will go a long way toward explaining the restrictions on the release of eligibility information and status.

¹ The penalty for improper disclosure of eligibility information is a fine of not more than \$1000 per student name if a violation is by either the district or a person in the district without authorization under federal confidentiality regulations and/or imprisonment of not more than one year.

² The district owns the data and has the right to choose whether or not to release it to **anyone**. Therefore, the district must make the decisions concerning its release. With the ownership comes the responsibility to ensure proper security of the data.

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

Date Adopted: May 14, 2009

Last Revised: July 18, 2013

8.36 - CLASSIFIED PERSONNEL WORKPLACE INJURIES and WORKERS' COMPENSATION

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the Superintendent's Office. 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.

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:

- the 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;
- an employee 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;
- an employee whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

Notes: This policy is similar to policy 3.44. If you change this policy, review 3.44 at the same time to ensure applicable consistency between the two.

Cross Reference: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE
 8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT
 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

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

Date Adopted: June 11, 2009

Last Revised: May 9, 2013

July 18, 2013

February 17th, 2014

8.37 CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS

Definitions

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

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

Blogs are a type of networking and can be either social or professional in their orientation. Professional blogs, approved by the principal or his/her designee, are encouraged and can provide a place for staff to inform students and parents on school related activities. Social blogs are discouraged to the extent they involve staff and students in a non-education oriented format.

Policy

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

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

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

Staff members are discouraged from creating personal social media accounts to which they invite students to be friends or followers.¹ Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

District employees may set up blogs and other professional/education social media accounts using District resources and following District guidelines¹ 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 face-to-face in a group, don't say it online."

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, including "likes" or comments that endorse or support the message or speech of another person, when expressed by staff on a social media website, have the potential to be disseminated far beyond the speaker's desire or intention. This could undermine the public's perception

of the individual's fitness to interact with students, thus undermining the employee's effectiveness. In this way, the expression and publication of such opinions, could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

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

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:²

Privacy of Employee's Social Media Accounts

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

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 reasonable believed to be relevant to the investigation of an allegation of an employee violating district policy, or state, federal or local laws or regulations. If such an investigation occurs, and the employee refuses, upon request, to supply the username and/or password required to make an investigation, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the employee's contract of employment with the District.

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

In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accord with other District policy for using district equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, other electronic device, or use of the District's network. (See policy 8.22— CLASSIFIED PERSONNEL COMPUTER USE POLICY)

Notes: While only the Privacy of Employee's Social Media Accounts section of this policy is required by statute, ASBA strongly recommends adopting the policy in its entirety after consulting with staff for localizing purposes.

This policy is similar to policy 3.45. If you change this policy, review 3.45 at the same time to ensure applicable consistency between the two.

¹ The policy's separate definitions for "social media websites" and "professional/education social media accounts" are important. Districts are encouraged to establish "professional/education social media accounts"

as an acceptable means of teacher and district communication with students and parents. This can serve to discourage inappropriate staff/student interactions on “social media websites.” ASBA strongly suggests using the discussions for modifying/personalizing this policy as a means for generating the acceptable guidelines and procedures for staff creation of private social networks. We recommend **NOT** incorporating the guidelines into the policy, but have them available for all staff to review. Incorporating them into the policy will make it much harder to change them if the need arises.

²What is and is not acceptable staff/student interaction on social networking websites is an education community decision, and will vary from district to district. As a general rule, the greater the degree of real-life connections and interactivity between staff and students that normally occur in the community, the greater the tolerance will be for virtual connections and interactivity. Use the following list to help guide discussions with staff to determine which items should be included in the policy and with what modifications/stipulations. It is as important to include in the policy what **is** permitted as what **is not** permitted. Your discussions may elicit additional bullets to include in the policy.

- Sharing personal landline or cell phone numbers with students;
- Text messaging students;
- Emailing students other than through and to school controlled and monitored accounts;
- Soliciting students as friends or contacts on social networking websites;
- Accepting the solicitation of students as friends or contacts on social networking websites;
- Creation of administratively approved and sanctioned “groups” on social networking websites that permit the broadcast of information without granting students access to staff member’s personal information;
- Sharing personal websites or other media access information with students through which the staff member would share personal information and occurrences.

Cross reference: 8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY

Legal Reference: A.C.A. § 11-2-124

Date Adopted: April 25, 2011

Last Revised: July 18, 2013

8.38—CLASSIFIED PERSONNEL VACATIONS

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

All vacation time must be approved by the superintendent who shall consider the staffing needs of the district in making his/her determination.

Date Adopted:

Last Revised: July 18, 2013

8.39 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.

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

Date Adopted: April 25, 2011

Last Revised:

8.40—CLASSIFIED PERSONNEL WEAPONS ON CAMPUS

Firearms¹

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

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

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- The firearms are securely stored and located in an employee’s on-campus personal residence and/or immediately adjacent parking area;²
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties.

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

Other Weapons³

An employee may possess a pocket knife which for the purpose of this policy is defined as a knife that can be folded into a case and has a blade or blades of less than three (3) inches or less each. An employee may carry, for the purpose of self-defense, a small container of tear gas⁴ or mace which for the purpose of this policy is defined as having a capacity of 150cc or less. Employees are expected to safeguard such items in such a way as to ensure they are not possessed by students. Such items are not to be used against students, parents or other school district employees. Possession of weapons, knives or self-defense items that do not comply with the limits contained herein, the failure of an employee to safeguard such items, or the use of such items against students, parents or other school district employees may result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

Notes: This policy is similar to Policy 3.48. If you change this policy, review Policy 3.48 at the same time to ensure consistency between the two.

¹The possession of handguns and firearms is a very hot topic. In Arkansas, the laws governing their possession on school grounds are both complicated and less than clear. The two statutes most directly affecting schools are A.C.A. § 5-73-119 (herein after 119) and A.C.A. § 5-73-306 (herein after 306).

119 govern firearms (including handguns) while 306 deals strictly with concealed handguns (those guns having a barrel length of 12" or less). The conflicts between the two statutes and, we believe, the unintended consequences of the amendments to 119 need to be resolved in the 2015 legislative session. Until that time, we have to deal with the statutes as they exist.

The language of the two applicable statutes (119 and 306) governing guns on school campuses is not the same. 119 prohibits firearms on "developed school property" while 306 prohibits concealed handgun permit holders from carrying their handguns into school buildings or events. Even with the amendments contained in Act 746 of 2013, the broader definition of the restriction on gun possession on school campuses contained in 119 trumps the more narrow definition in 306. Hence, concealed handguns are forbidden under the broader definition of "developed school property." 119 permits those who are on a "journey beyond the county in which a person lives" to carry handguns and firearms on school property. Technically, this would allow those employees who commute from outside the county in which they teach to bring their firearms to school. We see this as

complicated to enforce and generally problematic. Also, as we interpret the statute, parents visiting the school for an athletic or other event can bring their firearms with them. We cannot control that through policy. District policy, however, can be more restrictive toward its employees than what is otherwise statutorily permitted. The policy is written from this perspective.

² If your district has housing for any employee and that employee chooses to have any firearms in the house, they should be kept in a very secure place. It would be wise to keep them in a locked gun safe so that no one other than the employee has access to them.

³ Select the option that works best for your district. In making your decision, note that in Option #2, you can choose to include only the first or the second sentence or you can keep both sentences. If you keep the first sentence, the length of the blade allowed is limited by Act 746 of 2013 to less than three 3". Also, A.C.A. § 5-73-120(a) prohibits individuals from carrying a weapon "with a purpose to employ the...weapon against a person." Presumably, an employee could possess a small pocket knife with no intent to use it against another person. Inherent in making the decision on either sentence in Option #2 is the possibility of a student taking the knife or the tear gas and misusing it.

⁴ You can replace "tear gas" with "pepper spray" or leave "tear gas" in the policy and add "pepper spray."

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

 A.C.A. § 5-73-124(a)(2)
 A.C.A. § 5-73-301
 A.C.A. § 5-73-306

Date Adopted:
Last Revised:

Date Adopted: July 18th, 2013
Last Revised: February 17th, 2014

8.41—CLASSIFIED PERSONNEL HEALTH CARE COVERAGE REPORTING

Definitions

"ACA" is the Affordable Care Act

"Full-time employee" means a classified employee who works twenty (20) or more hours a week.

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

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

TIN Reporting

All classified employees are required to complete and return 8.41F-Health Care Coverage and TIN Report Form² by no later than October 1³ of each year. All employees that meet the **above** definition of a responsible individual are required to include the name, date of birth, and TIN of any dependant that receives health insurance through a District offered health care plan. Due to very significant penalties and sanctions contained within the ACA that the Internal Revenue Service (IRS) could levy against the District for the failure to submit required information to the IRS, the failure of any employee to submit a completed copy of 8.41F-Health Care Coverage and TIN Report Form by October 1³ shall be grounds for disciplinary action against the employee up to and including termination or non-renewal of contract.

Statement of Return⁴

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

Notes: This policy is similar to Policy 3.52. If you change this policy, review 3.52 at the same time to ensure applicable consistency between the two.

IRS regulations on the Affordable Care Act require that employers with fifty (50) or more full-time and full-time equivalent employees report to the IRS on the insurance status of all full-time employees, **whether or not** the employee receives health insurance through the employer.

¹ The use of "TIN" instead of "Social Security Number" is to match the IRS forms and regulations.

² Neither the ACA nor IRS regulations require the use of this form, but the IRS does require districts to submit returns containing information about employee health care coverage. The form is intended to simplify filing requirements for districts by providing districts with information the IRS requires that might not otherwise be in district records.

Alternatively, districts may provide employees a copy of the form that contains the required information provided from district records and require employees confirm the correctness of the information. ASBA believes this would be a more complicated process and recommends having employees use the form.

³ The October 1 date is not required by law. Districts have to provide the Statement of Return to all full-time employees by January 31 and you want to be sure to give your staff ample time to be able to create the required reporting documents. If you change the date from October 1 in this policy, be sure to change the return due date on 3.52F-Health Care Coverage and TIN Report Form to match the date in this policy.

⁴ The ACA requires districts to file a form, or set of forms, with the IRS that are referred to as a "Return". The Return is specific to each employee, like a 1099, and covers the employee's health care coverage for the previous calendar year. The exact number of forms, and what information they will be required to contain, is unclear at the current time due to the IRS having not yet released final regulations or forms to use.

In addition to submitting a Return to the IRS on an employee's health care coverage, districts must send each employee a copy of the Return the district filed on that employee along with contact information for the district. The packet that the district sends to an employee is called a "Statement of Return".

See Policy 7.23-Health Care Coverage and the Affordable Care Act for more information on Statements of Return and associated district responsibilities.

Cross References: 7.23-Health Care Coverage and the Affordable Care Act
 7.23F-Electronic Receipt of Statements Consent Form
 8.41F-Health Care Coverage and TIN Report Form

Legal References: A.C.A. § 6-17-2202
 26 U.S.C. § 6055
 26 U.S.C. § 6056
 26 U.S.C. § 6109

Date Adopted: February 17th, 2014
Last Updated:

8.41F—CLASSIFIED PERSONNEL HEALTH CARE COVERAGE AND TIN REPORT FORM

The District requires all classified employees to complete the following form **each year** and return it to the District's administrative office by October 1. In accordance with Arkansas law, the District shall not use, display, release, or print any of the information on this form for any other purpose than to comply with IRS regulations.

Definition

"Tax Identification Number (TIN)" means an individual's social security account number.

Health Insurance Information

Name: _____

TIN: _____ Date of Birth: _____

Please select the box that most accurately describes your health insurance coverage for the **current year**:

_____ Neither I nor any of my dependants received health insurance through one of the District's health insurance plans during the **current calendar year**. (No coverage through District)

_____ I alone received health insurance through one of the District's health insurance plans during the **current calendar year**. (Employee only coverage through the District)

_____ Both I and my dependant(s) received health insurance through a District's family or spousal health insurance plan during the **current calendar year**. A spouse is included in the definition of a dependent. (Employee plus children, Employee plus spouse, Employee plus spouse and children)

If you had a family or spousal health care plan during the current year, please complete the following:

Dependant 1:

Name: _____ TIN: _____ Date of Birth: _____

Dependant 2:

Name: _____ TIN: _____ Date of Birth: _____

Dependant 3:

Name: _____ TIN: _____ Date of Birth: _____

Dependant 4:

Name: _____ TIN: _____ Date of Birth: _____

Signature: _____

Date: _____

8.42—CLASSIFIED PERSONNEL BUS DRIVER END of ROUTE REVIEW

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

Date Adopted: February 17th, 2014

Last Revised: