

PHILOSOPHY

The Marvell-Elaine Board of Education recognizes that no one philosophy of education can express the sentiments or beliefs of all teaching personnel. Generally, however, education is perceived as a process of growth and includes the mental, moral, emotional, physical, and spiritual aspects of the individual. Each child is seen as a unique person who possesses certain potentials, needs, aspirations, and interests. As each pupil is different, it is the purpose of education to provide him/her with different experiences in school, which will enable him/her to achieve his/her maximum potential so that he/she may be a useful and productive member of society.

All children should have an equal opportunity in the pursuit of education; thus, the Board of Education will attempt to balance its program to provide for individuality, interests, and needs of the pupils of the schools.

The Board of Education accepts the conclusion that the education of children is a comprehensive program, which must be undertaken in cooperation with other institutions of society and will seek to establish and maintains strong ties with parents and community programs.

GOALS AND OBJECTIVES

The Marvell-Elaine Board of Education believes that a strong, effective system of public education is essential for the continuation of our democratic form of government for the good of citizens.

To have an effective and continually improving education program, it is necessary that the following goals and objectives for our system be stated and accepted by each professional employee.

1. A strong system of public education, compatible with our democratic form of government, shall be maintained.
2. The opportunity of education shall be equally available for all boys and girls residing in the school district regardless of handicap, race, color, creed, sex or national origin.
3. The instructional program of our schools shall be compatible with the district's goals and objectives in meeting the needs and differences of students.
4. In view of the importance of good citizenship to our democratic government and society, our schools shall develop programs to encourage the growth of good citizenship in every student.
5. The schools of this system shall develop programs which promote proper attitudes and practices toward physical fitness, health, and care of the body.
6. Schools shall strive not only to prepare students for further education but to equip them with vocational information and skills which will enable them to obtain employment upon graduation from high school.
7. Schools shall provide opportunity for understand and appreciation of our cultural heritage, including such areas as art and music.

MISSION STATEMENT

It is the mission of Marvell-Elaine Public Schools to equitably educate all students, to inspire all students to believe that learning is a lifelong process, and to foster good citizenship by providing each student with opportunities to develop skills for: (1) obtaining and utilizing information; (2) coping with the dynamics of society; (3) thinking, reasoning and problem solving; (4) developing creativity; and (5) positive human relationships in an environment conducive to le

FOREWORD

The efficient operation of the Marvell-Elaine Public Schools requires the adoption of the policies and procedures that apply to all phases of the program. These policies and regulations set the pattern of the program of education in Marvell-Elaine. Policies and procedures are approved by the Board of Education. The carrying out of these policies becomes the responsibility of all teachers and employees of the Marvell-Elaine Public Schools.

The purpose of the policies contained herein is to create a mutual understanding on which directors, administrators, employees and patrons can work for the best interest of the pupils. These policies are not static but will be modified as the ever changing needs of a progressive community dictate.

District Policies will be issued each school year to all employees in an electronic format.

BOARD GOVERNANCE and OPERATIONS

1.1—LEGAL STATUS OF THE BOARD OF DIRECTORS

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

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

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

Legal Reference: A.C.A. § 6-13-620

1.2—BOARD ORGANIZATION and VACANCIES

Election of Officers

The Board shall elect a president, vice president, secretary, and legislative liaison¹ 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.² Officers shall serve one-year terms and perform those duties as prescribed by policy of the Board. The Board shall also elect through a resolution passed by a majority vote one of its members to be the primary board disbursing officer and may designate one or more additional board members as alternate board disbursing officers.³ A copy of the resolution will be sent to the county treasurer and to the director of the Department of Finance and Administration.

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

Vacancies

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

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

If credible evidence of a vacancy existing due to numbers 1 through 3 is presented to the president, vice president, or secretary of a school district board of directors, a majority of the members of the school district board of directors shall:

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

A vacancy does not exist for numbers 2 and 3 if the reason for the absences is either:

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

If a vacancy occurs on the board of directors, provided at least a quorum of the Board remains, the Board has thirty (30) days in which to appoint a successor⁷ 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.

Except for a temporary vacancy due to military service, an individual appointed to fill a vacancy shall serve until the annual school election following the appointment. An individual appointed to fill a temporary vacancy due to military service shall serve until either the Board member who has been called to active military service returns and notifies the Board secretary of his/her desire to resume service on the Board or the Board member's term expires. 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 secretary of the school district board of directors shall notify the county clerk of an appointment to the school district board of directors within five (5) days of the appointment being made. The notice shall include the name of the appointed board member and the expiration date of his or her term.

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

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

Legal References: A.C.A. § 6-13-611, A.C.A. § 6-13-612, A.C.A. § 6-13-613, A.C.A. § 6-13-616, A.C.A. § 6-13-618

1.3—DUTIES OF THE PRESIDENT

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

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

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

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

1.4—DUTIES OF THE VICE-PRESIDENT

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

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

1.5—DUTIES OF THE SECRETARY

The duties of the Secretary of the Board shall include:

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)

1.6—BOARD MEMBER VOTING

Establishment of a Quorum

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

Voting and failure to vote

Except as provided in Policy 1.6.1—ATTENDING MEETINGS REMOTELY, all Board members, including the President, shall vote on each motion, following a second² 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.

Cross Reference: 1.6.1—ATTENDING MEETINGS REMOTELY

Legal Reference: A.C.A. § 6-13-619

1.6.1—ATTENDING MEETINGS REMOTELY

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

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

- 1) Provide a method for the president or secretary of the board of directors to verify the identity of the member(s) attending remotely;
- 2) Allow the members of the Board physically present and members of the public to hear the member(s) attending remotely at all times; and
- 3) Allow the member(s) attending remotely to hear the members of the board of directors physically present at the meeting at all times and any public comment.

A board member attending remotely shall not:

- a) Attend an executive session or closed hearing; or
- b) Vote on an issue that is the subject of an executive session or closed hearing.

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

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

Legal Reference: A.C.A. § 6-13-619

1.7—POWERS AND DUTIES OF THE BOARD

The Marvell-Elaine Board of Education, operating in accordance with state and federal laws, assumes its responsibilities for the operation of Marvell-Elaine 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:

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

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

1.8—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.

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; and
- 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 Marvell-Elaine School District.

General Policies

Policies that are not personnel policies may be recommended by:

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

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

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

Licensed and Classified Personnel Policies

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

(1) Board Proposals:

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

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

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

- (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 five percent (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.

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

Effective date of policy changes:

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

Changes made to personnel policies between May 1 and June 30 that are **not** made to ensure compliance with state 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.

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

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

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

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.

Policy 8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

Legal References: A.C.A. § 6-13-619(c)

A.C.A. § 6-13-635; A.C.A. § 6-17-201 et seq.; A.C.A. § 6-17-2301 et seq.; A.C.A. § 6-18-502(b)(1)(2)

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

1.11—BOARD MEMBER 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.

Legal References: A.C.A. § 6-13-629

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

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.

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 ten (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 five (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 five 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 four³ days prior to the meeting.

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

Cross Reference: 1.9—POLICY FORMULATION

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

A.C.A. § 6-17-205(c)

1.15—TORT IMMUNITY

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

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

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.

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

Cross Reference: 7.20—ELECTRONIC FUND TRANSFERS

Legal Reference: A.C.A. § 6-13-618(c)

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 thirty (30) day maximum limit is applied in all cases.

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

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

QUALIFICATIONS FOR RUNNING FOR SCHOOL BOARD MEMBER UNCHANGED

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

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

1.18—District Audits

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

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

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

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

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

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

1.19—BOARD MEMBER LENGTH OF TERM and HOLDOVERS

The District has Seven Board of Directors members. Each member is elected for a term of service of 1, 2, 3, 4, or 5, years. Members may be re-elected to serve consecutive terms so long as the member continues to meet the eligibility requirements for board service.

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

Cross Reference: Policy 1.2—BOARD ORGANIZATION AND VACANCIES

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

1.20—DUTIES OF THE LEGISLATIVE LIAISON

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

- Be the primary contact person for legislative updates from the Arkansas School Boards Association (ASBA);
- Keep the other members of the Board up to date on legislative issues;
- Make arrangements for the legislators whose representation zones cover the District to be contacted by either the liaison him/herself or by another board member on pending issues that would impact the District.

Cross Reference: 1.2—BOARD ORGANIZATION and VACANCIES

ADMINISTRATION

2.1—DUTIES OF THE SUPERINTENDENT

The Superintendent, as the chief executive officer of the Board and the school system, shall be the administrative head of all departments in the District. The Superintendent shall be responsible to the Marvell-Elaine 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/her 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.

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.

LICENSED PERSONNEL

3.1—LICENSED PERSONNEL SALARY SCHEDULE

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

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

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 District Bookkeeper. The appropriate salary increase will be reflected in the next paycheck provided it is at least two (2) weeks from the time the notice and documentation is delivered. All salary changes will be on a "go forward" basis, and no back pay will be awarded.

Arkansas Professional Pathway to Educator Licensure (APPEL) Program

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

Licensed employee, seeking additional area or areas of licensure

Licensed employees who are working on an alternative licensure 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.

SALARY SCHEDULES

Marvell-Elaine School District

(APPROVED) Certified Personnel Salary Schedule

2016-2017

| Experience Years | BS/BA Degree | MS/MA Degree | MS +36/EDS |
|------------------|--------------|--------------|-------------|
| 1 | \$36,500.00 | \$40,368.00 | \$44,477.00 |
| 2 | \$36,950.00 | \$40,928.00 | \$45,147.00 |
| 3 | \$37,400.00 | \$41,488.00 | \$45,817.00 |
| 4 | \$37,850.00 | \$42,048.00 | \$46,487.00 |
| 5 | \$38,300.00 | \$42,608.00 | \$47,157.00 |
| 6 | \$38,750.00 | \$43,168.00 | \$47,827.00 |
| 7 | \$39,200.00 | \$43,728.00 | \$48,497.00 |
| 8 | \$39,650.00 | \$44,288.00 | \$49,167.00 |
| 9 | \$40,100.00 | \$44,848.00 | \$49,837.00 |
| 10 | \$40,550.00 | \$45,408.00 | \$50,507.00 |
| 11 | \$41,000.00 | \$45,968.00 | \$51,177.00 |
| 12 | \$41,450.00 | \$46,528.00 | \$51,847.00 |
| 13 | \$41,900.00 | \$47,088.00 | \$52,517.00 |
| 14 | \$42,350.00 | \$47,648.00 | \$53,187.00 |
| 15 | \$42,800.00 | \$48,208.00 | \$53,857.00 |
| 16 | \$43,250.00 | \$48,768.00 | \$54,527.00 |
| 17 | \$43,700.00 | \$49,328.00 | \$55,197.00 |
| 18 | \$44,150.00 | \$49,888.00 | \$55,867.00 |

BS/BA Increments \$ 450.00

MS/MA Increments \$ 560.00

MS +36/EDS Increments \$ 670.00

Certified = ADE Licensure

Marvell-Elaine School District
Instructional Assistant Salary Schedule

2016-2017

| Experience Years | HSD/GED | 30 Semester Hrs. | 60 Semester Hrs. | 90 Semester Hrs | Associate Degree |
|------------------|-------------|------------------|------------------|-----------------|------------------|
| Base/0 | \$13,232.00 | \$13,301.00 | \$13,369.00 | \$13,427.00 | \$15,986.00 |
| 1 | \$13,332.00 | \$13,411.00 | \$13,489.00 | \$13,557.00 | \$16,126.00 |
| 2 | \$13,432.00 | \$13,521.00 | \$13,609.00 | \$13,687.00 | \$16,266.00 |
| 3 | \$13,532.00 | \$13,631.00 | \$13,729.00 | \$13,817.00 | \$16,406.00 |
| 4 | \$13,632.00 | \$13,741.00 | \$13,849.00 | \$13,947.00 | \$16,546.00 |
| 5 | \$13,732.00 | \$13,851.00 | \$13,969.00 | \$14,077.00 | \$16,686.00 |
| 6 | \$13,832.00 | \$13,961.00 | \$14,089.00 | \$14,207.00 | \$16,826.00 |
| 7 | \$13,932.00 | \$14,071.00 | \$14,209.00 | \$14,337.00 | \$16,966.00 |
| 8 | \$14,032.00 | \$14,181.00 | \$14,329.00 | \$14,467.00 | \$17,106.00 |
| 9 | \$14,132.00 | \$14,291.00 | \$14,449.00 | \$14,597.00 | \$17,246.00 |
| 10 | \$14,232.00 | \$14,401.00 | \$14,569.00 | \$14,727.00 | \$17,386.00 |
| 11 | \$14,332.00 | \$14,511.00 | \$14,689.00 | \$14,857.00 | \$17,526.00 |
| 12 | \$14,432.00 | \$14,621.00 | \$14,809.00 | \$14,987.00 | \$17,666.00 |
| 13 | \$14,532.00 | \$14,731.00 | \$14,929.00 | \$15,117.00 | \$17,806.00 |
| 14 | \$14,632.00 | \$14,841.00 | \$15,049.00 | \$15,247.00 | \$17,946.00 |
| 15 | \$14,732.00 | \$14,951.00 | \$15,169.00 | \$15,377.00 | \$18,086.00 |
| 16 | \$14,832.00 | \$15,061.00 | \$15,289.00 | \$15,507.00 | \$18,226.00 |

| | |
|-----------------------------|----------|
| HSD Increments | \$100.00 |
| 30 Semester Increments | \$110.00 |
| 60 Semester Increments | \$120.00 |
| 90 Semester Increments | \$130.00 |
| Associate Degree Increments | \$140.00 |

Cross Reference: Policy 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-17-201, 202, 2403

A.C.A. § 6-20-2305(f)(4)

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

3.2—LICENSED PERSONNEL EVALUATIONS

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.

"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.

"Probationary teacher" has the same definition as A.C.A. § 6-17-1502.

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

Teachers

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

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

Teachers will be evaluated under the schedule and provisions required by TESS. 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 four (4) years. To establish the initial four-year rotation schedule for non-probationary teachers to be summatively evaluated, at least one-quarter of each school's non-probationary teachers will be selected for evaluation by drawings names.

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.

In an interim appraisal year, the teacher's annual performance rating will be derived from the average score of the components that align with the teacher's PGP.

In a summative evaluation year, the teacher's annual overall rating will be derived from both the teacher's performance rating and the applicable student growth measure as defined in the Arkansas Department of Education (ADE) TESS Rules.

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

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 that are 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 three (3) 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. In a non-summative evaluation year, his/her job performance will be measured on how well the PGP's goals have been met.

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

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

To establish the initial four-year rotation schedule for inquiry category building level or district level leaders to be summatively evaluated, at least one-quarter of each school's inquiry category building level or district level leaders will be selected for evaluation by alphabetical order.

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

Legal References: A.C.A. § 6-17-1501 et seq.

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

3.3—EVALUATION OF LICENSED PERSONNEL BY RELATIVES

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

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

Points

- 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. 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:

There shall be no right of recall for any teacher.

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 FTE, has less authority or responsibility, or that has a lower compensation level, index or stipend. No right of recall shall exist for non-renewal from a stipend, or non-renewal or reduction of a stipend, or non-renewal to reduce contract length. No teacher shall have any right to be recalled to any position that is for a longer contract period, has greater authority or responsibility, is for greater than the former FTE, or that is at a higher compensation level, index or stipend.

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 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.

SECTION TWO

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

Legal Reference: A.C.A. § 6-17-2407

3.5—LICENSED PERSONNEL CONTRACT RETURN

An employee shall have thirty (30) days from the date of the receipt of his contract for the following school year in which to return the contract, signed, to the office of the Superintendent. The date of receipt of the contract shall be presumed to be the date of a cover memo¹ 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)

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 at improving student performance and closing achievement gaps.

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

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

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

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

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

The following PD shall count toward a licensed employee's required PD hours to the extent the District's or school's PDP includes such training, is approved for flex hours, or is part of the employee's 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 athletic coaches shall receive training related to the recognition and management of concussions, dehydration, or other health emergencies; 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 antibullying policies.

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

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

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

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

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

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

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

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

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

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

Approved PD activities may include:

- Conferences/workshops/institutes;
- Mentoring/peer coaching;
- Study groups/learning teams;
- National Board for Professional Teaching Standards Certification;
- Distance and online learning (including Arkansas IDEAS;
- Internships;
- State/district/school programs;
- Approved college/university course work;
- Action research; and
- Individually guided (to be noted in the employee's PDP).

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

PD activities shall relate to the following areas:

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

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

- School Fire Marshall program (A.C.A. § 6-10-110);
- Tornado safety drills (A.C.A. § 6-10-121);
- Literacy assessments and/or mathematics assessments (A.C.A. § 6-15-420);
- Test security and confidentiality (A.C.A. § 6-15-438);
- Emergency plans and the Panic Button Alert System (A.C.A. § 6-15-1302);
- Teacher Excellence and Support System (A.C.A. § 6-17-2806);
- Student discipline training (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).

Cross References: Policy 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION

Policy 4.37—EMERGENCY DRILLS

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04

ADE Rules Governing Professional Development

ADE Rules Governing the Arkansas Financial Accounting and Reporting System
and Annual Training Requirements

ADE Rules Governing Student Special Needs Funding

ADE Advisory Guidelines for the Use of Student Restraints in Public School or Educational
Settings

A.C.A. § 6-10-121, A.C.A. § 6-10-122, A.C.A. § 6-10-123, A.C.A. § 6-15-404(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

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:

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

Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test result for that employee.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:

- 1) All time spent inspecting, servicing, and/or preparing the vehicle;
- 2) All time spent driving the vehicle;
- 3) All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
- 4) All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

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

1. Is designed to carry more than ten (10) passengers;
2. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
3. Is operated for the transportation of students from home to school, from school to home, or to and from school events.

Requirements

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

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

Prohibitions

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- D. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
- F. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner who, with knowledge of the driver's job responsibilities, has advised the driver that the substance will not

- adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

Violation of any of these prohibitions may lead to disciplinary action being taken against the employee, which could include termination or 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.²

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

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

Legal References: A.C.A. § 6-19-108, A.C.A. § 6-19-119, A.C.A. § 27-51-1504, A.C.A. § 27-23-201 et seq.

49 C.F.R. § 382.101 – 605, 49 C.F.R. § part 40, 49 C.F.R. § 390.5

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

3.8—LICENSED PERSONNEL SICK LEAVE

Definitions

1. “Employee” is a full-time employee of the District.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “Excessive Sick Leave” is absence from work , whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
4. “Grossly Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds ten percent (10%) of the employee’s contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
5. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one (1) day of sick leave per contracted month, or major part thereof.
6. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.
7. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the teacher.

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 also applies. Except for bonding time, documentation shall be provided by the employee upon request.²

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

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

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

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

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

Sick Leave and Family Medical Leave Act (FMLA) Leave

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

Sick Leave and Outside Employment

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

Cross References: 3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

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

29 USC §§ 2601 et seq.; 29 CFR part 825

3.9—LICENSED PERSONNEL SICK LEAVE BANK

A sick leave bank is established for the purpose of permitting employees, upon approval, to obtain sick leave in excess of accumulated and current sick leave, when the employee has exhausted all such leave. Only those employees who contribute to the sick leave bank during a given contract year shall be eligible to withdraw from the sick leave bank.

The Superintendent shall appoint a Sick Leave Bank Committee. That committee shall consist of six (6) members: five (5) teachers and one (1) principal.

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

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

Withdrawals

The Committee may grant sick leave up to ten days per contract year for personal or family illness, disabilities or accidents (not including accidents for which the employee is receiving Workers' Compensation), which cause the employee to be absent from work and when the employee has exhausted all accumulated and current sick leave.

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

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

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

Spousal Donations

District employees who are a legally married couple are eligible to utilize each other's sick leave. Written permission must be received for each day of donated sick leave. If the employees are paid at different rates of pay, the lesser rate of pay shall be used for the purpose of the donated sick leave days.

Legal Reference: A.C.A. § 6-17-1208

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: A.C.A. § 6-17-114 (a)(d)

3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

Personal Leave

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. The leave may be taken in increments of no less than ½ 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 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 or her supervisor at least twenty-four (24) hours prior to the time of the requested leave. The twenty-four hour requirement may be waived by the supervisor when the supervisor deems it appropriate.

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 or her immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor’s decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the District’s students will be taken into consideration in reviewing a request for professional leave.

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

If the employee does not receive or does not accept remuneration for his/her participation in the professional leave activity and a substitute is needed for the employee, the District shall pay the full cost of the substitute. If the employee receives and accepts remuneration for his/her participation in the professional leave activity (e.g. scholastic audits), the employee shall forfeit his/her daily rate of pay from the District for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the employee/District.⁵

Legal Reference: A.C.A. § 6-17-211

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

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

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

It is the intention of the board of directors that district staff not stigmatize students whose parents or guardians are sex offenders while taking necessary steps to safeguard the school community and comply with state law. Each school’s administration should establish procedures so attention is not drawn to the accommodations necessary for registered sex offender parents or guardians.¹

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

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

Legal References: A.C.A. § 12-12-913 (g) (2)

Arkansas Department of Education Guidelines for “Megan’s Law”
A.C.A. § 5-14-132

3.13—LICENSED PERSONNEL PUBLIC OFFICE

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

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

Prior to taking leave, and as soon as possible after the need for such leave is discerned by the employee, he or she must make written request for leave to the Superintendent, setting out, to the degree possible, the dates such leave is needed. An employee who fraudulently requests sick leave for the purpose of taking leave to serve in public office may be subject to nonrenewal or termination of his/her employment contract.

Legal Reference: A.C.A. § 6-17-115

3.14—LICENSED PERSONNEL JURY DUTY

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

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

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

Legal Reference: A.C.A. § 16-31-106

3.15—LICENSED PERSONNEL LEAVE — INJURY FROM ASSAULT

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

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

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

Legal Reference: A.C.A. § 6-17-1209

3.16—LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

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

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

Teachers may purchase supplies and supplementary materials from the District at the District's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by the district bookkeeper a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Receipts totaling less than \$100.00 will be held until total receipts are equal to or greater than \$500.00. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property except to the extent they are used up or consumed or the purchased supplies and/or materials are intended/designed for use away from the school campus.

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

3.17—INSULT OR ABUSE OF LICENSED PERSONNEL

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

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

Legal Reference: A.C.A. § 6-17-106

3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

When a licensed employee is additionally employed by the District in either a classified capacity or by a contract to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary licensed position employment contract shall prevail over all other employment duties unless the needs of the district dictate otherwise. If there is a conflict between the expectations of the primary licensed position and any other contracted position, the licensed employee shall notify the employee's building principal as far in advance as is practicable. The building principal shall verify the existence of the conflict by contacting the supervisor of the secondary contracted position. The 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.

Cross References:

3.8—LICENSED PERSONNEL SICK LEAVE

3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

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

3.19—LICENSED PERSONNEL EMPLOYMENT

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

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

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

An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity.

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

Inquiries on non discrimination may be directed to Federal Programs Coordinator, who may be reached at (870) 829-2101.

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

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

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

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

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

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

1. Indicate on the employment application the category the applicant qualifies for;
2. Attach the following documentation, **as applicable**, to the employment application:
 - Form DD-214 indicating honorable discharge;
 - A letter dated within the last six months from the applicant's command indicating years of service in the National Guard or Reserve Forces as well as the applicant's current status;
 - Marriage license;
 - Death certificate;
 - Disability letter from the Veteran's Administration (in the case of an applicant with a service-related disability).

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

Legal References: A.C.A. § 6-17-410

A.C.A. § 6-17-411, A.C.A. § 21-3-302, A.C.A. § 21-3-303

28 C.F.R. § 35.106, 29 C.F.R. part 1635, 34 C.F.R. § 100.6, 34 C.F.R. § 104.8

34 C.F.R. § 106.9, 34 C.F.R. § 108.9, 34 C.F.R. § 110.25

3.20—LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

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

Reimbursement claims must be made on forms provided by the District and 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

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

3.22—DRESS OF LICENSED EMPLOYEES

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

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:

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

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/her 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/she or his/her 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.

3.25—LICENSED PERSONNEL GRIEVANCES

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

Definitions

Grievance: a claim or concern 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)

16. More than one individual has interest in the matter; and
17. The group has a well-defined common interest in the facts and/or circumstances of the grievance; and
18. The group has designated an employee spokesperson to meet with administration and/or the board; and
19. 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 working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

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

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

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

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

3.25F—LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM

Name: _____

Date submitted to supervisor: _____

Personnel Policy grievance is based upon:

Grievance (be specific):

What would resolve your grievance?

Supervisor's Response

Date submitted to recipient: _____

Date Adopted: September 01, 2016

Last Revised: September 01, 2016

3.26—LICENSED PERSONNEL SEXUAL HARASSMENT

The Marvell-Elaine 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:

1. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
2. 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
3. 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)

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.

3.28—LICENSED PERSONNEL COMPUTER USE POLICY

The Marvell-Elaine 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

3.28F—LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print) _____

School _____ Date _____

The Marvell-Elaine 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:**
 - a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
 - b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
 - c. posting anonymous messages on the system;
 - d. using encryption software;
 - e. wasteful use of limited resources provided by the school including paper;
 - f. causing congestion of the network through lengthy downloads of files;
 - g. vandalizing data of another user;
 - h. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
 - i. gaining or attempting to gain unauthorized access to resources or files;
 - j. identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
 - k. using the network for financial or commercial gain without district permission;
 - l. theft or vandalism of data, equipment, or intellectual property;
 - m. invading the privacy of individuals;
 - n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
 - o. introducing a virus to, or otherwise improperly tampering with, the system;
 - p. degrading or disrupting equipment or system performance;
 - q. creating a web page or associating a web page with the school or school district without proper authorization;
 - r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
 - s. providing access to the District’s Internet Access to unauthorized individuals; or
 - t. 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;
 - u. making unauthorized copies of computer software;
 - v. personal use of computers during instructional time; or
 - w. 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 _____

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 Marvell-Elaine School District shall operate by the following calendar.

MARVELL – ELAINE SCHOOL DISTRICT

2016-2017 SCHOOL CALENDAR

| | | |
|---|--|-----------|
| August 3-5 | Flex Days (Teachers are to get hours on their own towards PGP) (Teachers that don't, the computer lab will be open for them to go on IDEAS Portal for PD) | 3 Days |
| August 8-12 | Required Professional Development | 5 Days |
| August 15 | 1 st Day of School | |
| September 5 | Labor Day | No School |
| October 12 | End of 1 st Quarter | 42 Days |
| October 13 | 2 nd Quarter Begins | |
| October 20 | Parent Teacher Conference (Students until 1:00 - Conference 1:00 – 7:30) | 2 Days |
| October 21 | Fall Break | No School |
| November 21-25 | Thanksgiving Break | 5 Days |
| December 16 | End of 2 nd Quarter | 41 Days |
| December 19 – January 2 | Christmas Break | No School |
| January 3 | 3 rd Quarter Begins | |
| January 16 | Martin Luther King, Jr. Holiday | No School |
| February 20 | Presidents Day | No School |
| March 10 | End of 3 rd Quarter | 47 Days |
| March 13 | 4 th Quarter Begins | |
| March 16 | Parent Teacher Conference (Students until 1:00 – Conference 1:00 – 7:30) | 2 Days |
| March 17 | Snow Day, Make-up or flex Day/PGP Staff Development | 1 Day |
| March 20-24 | Spring Break | 5 Days |
| April 14 | Good Friday | No School |
| May 19 | Graduation | |
| May 26 | End of 4 th Quarter (Students leave at 2:00) | 48 Days |
| May 26 | Required Professional Development (2:00 – 8:00 and End-of-Year Fish Fry) | 1 Day |
| May 29 | Memorial Day | No School |
| May 30 - June 2 | Snow Days | 2 Days |
| Teaching Days = 178 + Staff Development Days = 10 + Parent/Teacher Conference Days = 2 Total 190 School Days | | |
| <i>This calendar is subject to changes made by the ADE not foreseen at this date (04-20-15). October 20 and March 16 will count as a full day of school and a parent/teacher conference day. Spring Break - must begin on the Monday of the 28th week of the school year (AR Code 610-106d). A quarter may not exceed 50 days nor be less than 40 days in length (Directive 93-7 ADE).</i> <i>If March 17 is used as a snow day, May 22, 23, and 24 will be used to make the professional development up. Each day will be 2 hours after the students leave. These days will be flex days.</i> | | |

Legal References: A.C.A. § 6-17-201

Arkansas Comprehensive Testing, Assessment, and Accountability Plan Rules

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 or denied course credit, notice of, and the reasons for retention shall be communicated promptly in a personal conference.

Legal References: State Board of Education Standards of Accreditation 12.04.1, 12.04.2, and 12.04.3
A.C.A. § 6-15-1702(b)(3)(B)(ii)

3.31—DRUG FREE WORKPLACE - LICENSED PERSONNEL

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

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

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

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

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

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

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

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

I, hereby certify that I have been presented with a copy of the _____ 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 District.

Signature _____

Date _____

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.

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

29 CFR 825.113 - What is a "serious health condition" entitling an employee to FMLA leave?

(a) For purposes of FMLA, "serious health condition" entitling an employee to FMLA leave means an illness, injury, impairment or physical or mental condition that involves inpatient care as defined in § 825.114 or continuing treatment by a health care provider as defined in § 825.115.

(b) The term "incapacity" means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

(c) The term "treatment" includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

(d) Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness or allergies may be serious health conditions, but only if all the conditions of this section are met.

29 CFR 825.114 - Inpatient Care

Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity as defined in § 825.113(b), or any subsequent treatment in connection with such inpatient care

29 CFR 825.115 - Continuing Treatment

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(a) Incapacity and treatment. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(1) Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(2) Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.

(3) The requirement in paragraphs (a)(1) and (2) of this section for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.

(4) Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.

(5) The term “extenuating circumstances” in paragraph (a)(1) of this section means circumstances beyond the employee's control that prevent the follow-up visit from occurring as planned by the health care provider. Whether a given set of circumstances are extenuating depends on the facts. For example, extenuating circumstances exist if a health care provider determines that a second in-person visit is needed within the 30-day period, but the health care provider does not have any available appointments during that time period.

(b) Pregnancy or prenatal care. Any period of incapacity due to pregnancy, or for prenatal care. See also § 825.120.

(c) Chronic conditions. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(1) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider;

(2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(d) Permanent or long-term conditions. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

(e) Conditions requiring multiple treatments. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:

(1) Restorative surgery after an accident or other injury; or

(2) A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

(f) Absences attributable to incapacity under paragraph (b) or (c) of this section qualify for FMLA leave even though the employee or the covered family member does not receive treatment from a health care provider during the absence, and even

if the absence does not last more than three consecutive, full calendar days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

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

3.34—LICENSED PERSONNEL CELL PHONE USE

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

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

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

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

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

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

3.35—LICENSED PERSONNEL BENEFITS

The Marvell-Elaine School District provides its licensed personnel benefits consisting of the following.

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system;
4. One sick leave day per contract calendar month, or greater portion thereof; and
5. Two Personal days.

Legal Reference: A.C.A. § 6-17-201

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.

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

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

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

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:

1. Sarcastic comments “compliments” about another student’s personal appearance or actual or perceived attributes,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as “fronting” or “chesting” a person,
5. Demeaning humor relating to a student’s race, gender, ethnicity or actual or perceived attributes,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings,
10. Threats of harm to student(s), possessions, or others,
11. Sexual harassment, as governed by policy 3.26, is also a form of bullying, and/or
12. 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

3.39—LICENSED PERSONNEL RECORDS AND REPORTS

The superintendent or his/her designee shall determine, by individual or by position, those records a teacher is responsible to keep and those reports he/she is required to maintain. It is a requirement of employment that all

required records and reports be completed, submitted, or otherwise tendered, and be accepted by the principal or superintendent as complete and satisfactory, before the last month’s pay will be released to the licensed employee.

Legal Reference: A.C.A. § 6-17-104

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

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

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

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

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

3.41—LICENSED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

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

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

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

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

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

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

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

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

Obtaining Eligibility Information

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

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

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

Releasing Eligibility Information

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

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

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

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

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

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

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

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

Legal Reference: A.C.A. § 6-17-401

3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

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

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic. In addition, employees whose injuries require medical attention shall submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits.²

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

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

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

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

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

Legal References: Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE
 A.C.A. § 11-9-102, A.C.A. § 11-9-508(d)(5)(A), A.C.A. § 11-9-514(a)(3)(A)(i)

3.45—LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS

Definitions

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

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

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

Policy

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

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

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

The Arkansas Department of Education *Rules Governing the Code of Ethics for Arkansas Educators* requires District staff to maintain a professional relationship with each student, both in and outside the classroom. The School Board of Directors encourages all staff to read and become familiar with the Rules. Conduct in violation of the *Rules Governing the Code of*

Ethics for Arkansas Educators, including, but not limited to conduct relating to the inappropriate use of technology or online resources, may be reported to the Professional License Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

Staff members are discouraged from creating personal social media accounts to which they invite students to be friends or followers.¹ Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

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

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

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

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

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

Privacy of Employee's Social Media Accounts

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

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

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

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

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

Cross reference: 3.28—LICENSED PERSONNEL COMPUTER USE POLICY

Legal References: A.C.A. § 11-2-124

RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS EDUCATORS

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.

No employee shall be entitled to more than 15 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Employees having accrued vacation totaling more than 15 days as of the date this policy is implemented shall not be eligible to increase the number of days carried forward during their employment with the district. Earned but unused vacation will be paid upon resignation, retirement, termination, or nonrenewal at the employee's current daily rate of pay.

3.47—Depositing collected funds

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

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

3.48—LICENSED PERSONNEL WEAPONS ON CAMPUS

Firearms

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

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

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

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

Other Weapons

Employees may not possess any weapon, defined herein as an item designed to harm or injure another person or animal, any personal defense item such as mace or pepper spray, or any item with a sharpened blade, except those items which have been issued by the school district or are otherwise explicitly permitted (example: scissors) in their workspace.

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

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.

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 in accordance with Policy 5.26—
ALTERNATIVE LEARNING ENVIRONMENTS;
4. Return the student to the class; or
5. Take other appropriate action consistent with the District's student discipline policies and state and federal law.

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

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

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

Legal References: A.C.A. § 6-18-511

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

3.50—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 4.07.2

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

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

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

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

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

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

Legal Reference: A.C.A. § 6-19-120

3.52—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS

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

- An individual's spouse;
- Children of the individual or children of the individual's spouse;
- The spouse of a child of the individual or the spouse of a child of the individual's spouse;
- Parents of the individual or parents of the individual's spouse;
- Brothers and sisters of the individual or brothers and sisters of the individual's spouse;

- Anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual's spouse; or
- Anyone acting or serving as an agent of the individual or as an agent of the individual's spouse.

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

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

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

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

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

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

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

Arkansas Department of Education Rules Governing the Ethical Guidelines And Prohibitions
For Educational Administrators, Employees, Board Members And Other Parties
Commissioner's Memo FIN 09-036
Commissioner's Memo FIN-10-048
Commissioner's Memo FIN 15-074
2 C.F.R. § 200.318; 7 C.F.R. § 3016.36; 7 C.F.R. § 3019.42

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.

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

A teacher in grades 7-12 may voluntarily enter into an agreement with the District to teach:

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

A teacher who agrees to teach more than the maximum number of students per day is still bound by the maximum number of students per class period in the Standards for Accreditation.

A 7-12 grade teacher who enters into an agreement with the District shall receive compensation based on the teacher's:

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

A teacher who wishes to volunteer for numbers 1, 2, or both above must enter into a signed agreement with the District prior to the teacher giving up his/her planning period or teaching more than the maximum number of students per day. A teacher

shall not be eligible to receive compensation until after the agreement has been signed. The maximum length of the signed agreement between the teacher and the District shall be for the semester the agreement is signed.

Neither the District nor the teacher are obligated to:

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

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

Legal Reference: A.C.A. § 6-17-812

**3.54F—VOLUNTARY TEACHING INSTEAD OF PREPARATORY PERIOD AND/OR EXTRA DAILY STUDENTS
CONTRACT ADDENDUM**

The Marvell-Elaine School District (District) and _____ enter into the following contract addendum:

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

Teacher's Signature: _____

Date: _____

Superintendent's Signature: _____

Date: _____

Board President's Signature: _____

Date: _____

Legal References: A.C.A. § 6-17-114

A.C.A. § 6-17-812

STUDENTS

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 District 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. 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.

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.

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

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 and private school 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:

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.
4. In accordance with Policy 4.57—IMMUNIZATIONS, the child shall be age appropriately immunized or have an exemption issued by the Arkansas Department of Health.

Uniformed Services Member's Children

For the purposes of this policy:

"active duty"⁴ members of the uniformed services" includes members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. Section 1209 and 1211;

"uniformed services"⁴ means the Army, Navy, Air Force, Marine Corps, Coast Guard as well as the Commissioned Corps of the National Oceanic and Atmospheric Administration, and Public Health Services;

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

"Eligible child" means the children of:

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

An eligible child as defined in this policy shall:

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 the 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.

A.C.A. § 6-4-302 defines both "uniformed services" and "active duty." Consult the statute to determine if the student wishing to enroll in your district qualifies under the act's definitions.

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)

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 (4.1—RESIDENCE REQUIREMENTS), within the District shall enroll and send the child to a District school with the following exceptions.

1. The child is enrolled in private or parochial school.
2. The child is being home-schooled and the conditions of policy (4.6—HOME SCHOOLING) have been met.
3. 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.
4. The child has received a high school diploma or its equivalent as determined by the State Board of Education.
5. 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.
6. The child is age sixteen (16) or seventeen (17) and has met the requirements to enroll in an adult education program as defined by A.C.A. § 6-18-201 (b).

Legal Reference: A.C.A. § 6-18-201, A.C.A. § 6-18-207

4.4—STUDENT TRANSFERS

The Marvell-Elaine 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 July and December regularly scheduled board meetings.¹

The District may reject a nonresident's application for admission if its acceptance would necessitate the addition of staff or classrooms, exceed the capacity of a program, class, grade level, or school building, or cause the District to provide educational services not currently provided in the affected school.² The District shall reject applications that would cause it to be out of compliance with applicable laws and regulations regarding desegregation.

Any student transferring from a school accredited by the 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 grades, course credits, and/or promotions received by a student while enrolled in the Division of Youth Services system of education shall be considered transferable in the same manner as those grades, course credits, and promotions from other accredited Arkansas public educational entities.

Any student transferring from home school or a school that is not accredited by the 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,³ the responsibility for transportation of any nonresident student admitted to a school in this District shall be borne by the student or the student's parents. The District

and the resident district may enter into a written agreement with the student or student's parents to provide transportation to or from the District, or both.

Legal References: A.C.A. § 6-18-316, A.C.A. § 6-18-317, A.C.A. § 6-18-318, A.C.A. § 6-18-51, A.C.A. § 6-15-504A.C.A. § 9-28-113(b)(4) , A.C.A. § 9-28-205
State Board of Education Standards of Accreditation 12.05

4.5—SCHOOL CHOICE

Standard School Choice

Exemption

The District is under an enforceable desegregation court order/court-approved desegregation plan regarding the effects of past racial segregation in student assignment and has submitted the appropriate documentation to the Arkansas Department of Education (ADE). As a result of the desegregation order/desegregation plan, the District is exempt from the provisions of the Public School Choice Act of 2015 (Standard School Choice) and the Arkansas Opportunity Public School Choice Act of 2004 (Opportunity School Choice). The District shall notify the superintendents of each of its geographically contiguous school districts of its exemption. The exemption prohibits the District from accepting any school choice applications from students wishing to transfer into or out of the District through standard School Choice or Opportunity School Choice.

Definition

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

Transfers Into the District

Capacity Determination and Public Pronouncement

The Board of Directors will adopt a resolution containing the capacity standards for the District. The resolution will contain the acceptance determination criteria identified by academic program, class, grade level, and individual school. The school is not obligated to add any teachers, other staff, or classrooms to accommodate choice applications. The District may only deny a Standard School Choice application if the District has a lack of capacity by the District having reached ninety percent (90%) of the maximum student population in a program, class, grade level, or school building authorized by the Standards or other State/Federal law.

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 March 1.

Application Process

The student's parent shall submit a school choice application on a form approved by ADE to this district. The transfer application must be postmarked or hand delivered on or before May 1 of the year preceding the fall semester the applicant would begin school in the District. The District shall date and time stamp all applications as they are received in the District's central office. It is the District's responsibility to send a copy of the application that includes the date and time stamp to the student's resident district.⁷ Applications postmarked or hand delivered on or after May 2 will not be accepted. Statutorily, preference is required to be given to siblings of students who are already enrolled in the District. Therefore, siblings whose applications fit the capacity standards approved by the Board of Directors may be approved ahead of an

otherwise qualified non-sibling applicant who submitted an earlier application as identified by the application's date and time stamp.

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

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

Accepted Applications

Applications which fit within the District's stated capacity standards shall be provisionally accepted, in writing, with the notification letter stating a reasonable timeline by which the student shall enroll in the District by taking the steps detailed in the letter, including submission of all required documents. If the student fails to enroll within the stated timeline, or if all necessary steps to complete the enrollment are not taken, or examination of the documentation indicates the applicant does not meet the District's stated capacity standards, the acceptance shall be null and void.

A student, whose application has been accepted and who has enrolled in the District, is eligible to continue enrollment until completing his/her secondary education. Continued enrollment is conditioned upon the student meeting applicable statutory and District policy requirements. Any student who has been accepted under choice and who either fails to initially enroll under the timelines and provisions provided in this policy 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 of a student who continues enrollment in this District may enroll in the District by submitting a Standard School Choice application. Applications of siblings of presently enrolled choice students are subject to the provisions of this policy including the capacity standards applicable to the year in which the sibling's application is considered by the District. A sibling who enrolls in the District through Standard School choice is eligible to remain in the District until completing his/her secondary education.

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

Rejected Applications

The District may reject an application for a transfer into the District under Standard School Choice due to a lack of capacity. However, the decision to accept or reject an application may not be based on the student's previous academic achievement, athletic or other extracurricular ability, English proficiency level, or previous disciplinary proceedings other than a current expulsion.

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.

Any applications that are denied due to the student's resident district reaching the three percent (3%) limitation cap shall be given priority for a choice transfer the following year in the order that the District received the original applications.

Transfers Out of the District

All Standard School Choice applications shall be granted unless the approval would cause the District to have a net enrollment loss (students transferring out minus those transferring in) of more than three percent (3%) of the average daily membership on October 15 of the immediately preceding year. By December 15 of each year, 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, and students are not counted if the student transfers from a school or district in:

- Academic Distress under either A.C.A. § 6-15-430(c)(1) or A.C.A. § 6-18-227; or
- Facilities Distress under A.C.A. § 6-21-812.

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

Facilities Distress School Choice Applications

There are a few exceptions from the provisions of the rest of this policy that govern choice transfers triggered by facilities distress. Any student attending a school district that has been identified as being in facilities distress may transfer under the provisions of this policy, but with the following four (4) differences.

- The receiving district cannot be in facilities distress;
- The transfer is only available for the duration of the time the student's resident district remains in 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 District

For the purposes of this section of the policy, a "lack of capacity" 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 capacity 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. 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 School Choice provisions of this policy.

The District may, but is not obligated to provide transportation to and from the transferring district.

Transfers out of, or within, the District

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.

A.C.A. § 6-13-113 requires a district under a desegregation court order or court-approved desegregation plan to submit to ADE by January 1, 2016:

- A copy of the desegregation order or desegregation-related order;
- The case heading and case number of each court case in which the order was entered;
- The name and location of each court that maintains jurisdiction over the order; and
- A description of the school choice student transfer desegregation obligations, if any, that the school district is subject to, related to the order.

Should the district be released by the court, the district is responsible to promptly notify ADE. ADE will post all districts who have submitted the proper paperwork on its website.

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.

While the policy language requiring the district to notify its contiguous districts that it is exempt from the school choice provisions is not statutorily required, it 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 the desegregation court order/court-approved desegregation plan your district is under would prohibit standard school choice but would not prohibit Opportunity School Choice, remove the references to Opportunity Choice in this paragraph and add the following sentence:

While the District's desegregation court order/court-approved-desegregation-plan exempts the District from the provisions of Standard School Choice, the District's desegregation court order/court-approved-desegregation-plan does not exempt it from the transfer provisions of the Arkansas Opportunity Public School Choice Act of 2004 (Opportunity School Choice).

We advise districts to consult with their attorney about the district's desegregation court order/court-approved-desegregation-plan applicability to the exemption provisions in A.C.A. § 6-18-906 and A.C.A. § 6-18-227 and whether you will need to include both, either, or neither policy provisions on standard School Choice or Opportunity School Choice in your final version of this policy.

For the Resolution, see Form 4.5F. There is no real flexibility in setting capacity as you can no longer take growth into account when setting slots for Standard School Choice. Districts may only deny a transfer if the transfer would place the district above the ninety percent (90%) maximum under law or the student's resident district has reached its three percent (3%) cap. Your application of a lack of capacity must be consistent; you can't choose to add a teacher due to accepting a student, but refuse to add a staff member because the applicant requires special education.

Once the resolution has been made, the Board's role in determining acceptance is finished and no further board action is required to accept school choice students.

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.

⁷While A.C.A. § 6-18-1905(a)(1) only requires the non-resident district to notify the resident district of the receipt of an application, any notification without the date and time of the receipt of the application will make it impossible for a resident district that has reached its three percent (3%) cap to know the student who triggered the reaching of the cap. If you do not wish to transmit a copy of the application to the resident district, replace the sentence with the following language:

It is the District's responsibility to notify the student's resident district of the receipt of the student's application; the notification shall include the student's name and the date and time the District received the application.

Consider the following about the timing of your acceptance of an application and why it's important to provisionally accept each application until the notification letter is returned to you:

The later you accept an application, the more confident you can be about accepting or denying based on capacity. (For example, have as many students as usual moved into your district and were they in the expected grade level patterns?) However, an earlier, **provisional**, acceptance, such as June 1, gives you more time to determine through the use of your acceptance notification letter whether the student's reality matches the information supplied on the application. For example, would the applicant have been held back in 3rd grade in the resident school and the parent is trying to keep that from happening by transferring. While you may have an opening in 4th grade (the grade the parent would have applied for), you may not have an opening in 3rd grade and so would need to deny the application once the paperwork was submitted.

Another example would be an application for a kindergarten choice transfer. When reviewing the completed paperwork, you discover the child is medically fragile and will require additional staff to meet the student's needs. Provisional acceptance gives you the time and opportunity to reconsider your acceptance and still meet the July 1 deadline.

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.

The "shalls" used in this paragraph are not statutorily required (The Public School Choice Act of 2015 simply doesn't address the issue), but without notification to the non-resident district, there is no way for the non-resident district to know when the cap has been reached.

Only include "or within" if your district has more than one school with the same grade(s).

The capacity standards under "Opportunity Choice" are slightly more strict than under "Standard Choice" standards and are limited to what is stated in the policy. Additionally, by Rule, you are required to base your decision on ninety-five (95%) of capacity at the time of the application with no provision for consideration of your district's normal growth. Just as with Standard School Choice, your application of a lack of capacity must be consistent; you can't choose to add a teacher due to accepting a student, but refuse to add a staff member because the applicant requires special education.

The student or his/her parents may appeal to the State Board a decision to deny admission.

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.

Opportunity Choice does not give you the option contained in Standard Choice of advertising on the Internet in place of print media.

Legal References: A.C.A. § 6-1-106, A.C.A. § 6-13-113, A.C.A. § 6-15-430(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

4.5F—SCHOOL CHOICE CAPACITY RESOLUTION

Whereas:

- The Board of Directors of the Marvell-Elaine School District has approved by a vote of the Board, the following capacity resolution for school choice applicants for the 2016-17 school-year under the provisions of policy 4.5—SCHOOL CHOICE and applicable Arkansas law.
- Applicants, whose applications meet the provisions of policy 4.5—SCHOOL CHOICE, will be sent a provisional acceptance notification letter which will give instructions on the necessary steps and timelines to enroll in the District. Provisional acceptance shall be determined prior to July 1 with a final decision to be made by July 1 based on the district's available capacity for each academic program, class, grade level, and individual school.
- Applications that are not received on or before May 1, are to a student's resident district that has declared itself exempt due to an existing desegregation order, or, the acceptance of which would exceed the applicant's resident district's statutory limitation on student transfers out of its district will not be accepted.
- The district reserves to itself the ability to determine, based on an examination of student records obtained from the prior district, and other information, whether any student would require a different class, course or courses, program of instruction, or special services than originally applied for. If such an examination determines that capacity has been reached in the appropriate class, course or program of instruction, or that additional staff would have to be hired for the applicant, the District shall rescind the original provisional acceptance letter and deny the Choice transfer for that student.
- The district reserves to itself the ability to decline to accept under school choice any student whose acceptance would require the district to add additional staff, for any reason.

THEREFORE, let it be resolved that these shall constitute the School Choice openings at the beginning of the School Choice enrollment period for the school-year 2026-17.

Board President

Board Secretary

Date

Date

4.5F2--SCHOOL CHOICE PROVISIONAL ACCEPTANCE LETTER

Dear _____

The application you submitted for _____ has been provisionally accepted. While the Marvell-Elaine School District looks forward to welcoming _____ as a student, to further the application process and to better assist the district in determining the proper placement of _____, please submit the information listed below to district or school's address by 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 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. _____ 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 date: _____. Please note that the acceptance of an application can be reversed if it is determined that the application is in violation of _____ 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,

4.5F3—SCHOOL CHOICE ACCEPTANCE LETTER

Dear _____

I am pleased to inform you that the application you submitted for _____ has been accepted pending enrollment of _____ by date: _____, however, failure to enroll _____ by this date will render this offer of acceptance null and void.

I look forward to welcoming _____ as part of the Marvell-Elaine School District

Once your child has enrolled in school with us this coming school-year, _____ will be eligible to continue enrollment in the district until completing high school or is beyond the legal age of enrollment provided the student meets the applicable statutory and District policy requirements all other District students must meet (with the exception of residency in the District) to continue District enrollment. This information is contained in the student handbook.

Please Note: The "insert District's name" has no control over when a student's resident district might reach 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,

J. Cottoms

Dr. Joyce Cottoms,
Superintendent

4.5F4--SCHOOL CHOICE REJECTION LETTER

Dear _____

I am sorry, but the application you submitted for _____ 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,

J. Cottoms

Dr. Joyce Cottoms,
Superintendent

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:

1. At the beginning of each school year, but no later than August 15;
2. By December 15 for parents who decide to start home schooling at the beginning of the spring semester; or
3. 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:

1. The name, date of birth, grade level, and the name and address of the school last attended, if any;
2. The location of the home school;
3. The basic core curriculum to be offered;
4. The proposed schedule of instruction; and
5. 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

4.7—ABSENCES

If any student's Individual Education Program (IEP) or 504 Plan conflicts with this policy, the requirements of the student's IEP or 504 Plan take precedence.

Education is more than the grades students receive in their courses. Important as that is, students' regular attendance at school is essential to their social and cultural development and helps prepare them to accept responsibilities they will face as an adult. Interactions with other students and participation in the instruction within the classroom enrich the learning environment and promote a continuity of instruction which results in higher student achievement.

Absences for students enrolled in digital courses shall be determined by the online attendance and time the student is working on the course rather than the student's physical presence at school. Students who are scheduled to have a dedicated period for a digital class shall not be considered absent if the student logs the correct amount of time and completes any required assignments; however, a student who fails to be physically present for an assigned period may be disciplined in accordance with the District's truancy policy.

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;
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).
11. Absences for students excluded from school by the Arkansas Department of Health during a disease outbreak because the student has an immunization waiver or whose immunizations are not up to date.³

Students who serve as pages for a member of the General Assembly shall be considered on instructional assignment and shall not be considered absent from school for the day the student is serving as a page.⁴

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)*⁵ unexcused absences in a course in a semester may not receive credit for that course. At the discretion of the principal after consultation with persons having knowledge of the circumstances of the 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)*⁵ unexcused absences, his/her parents, guardians, or persons in loco parentis shall be notified⁶. 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 in the first paragraph of this section)*⁵ 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.

It is the Arkansas General Assembly's intention that students having excessive absences be given assistance in obtaining credit for their courses. Therefore, at any time prior to when a student exceeds the number of unexcused absences permitted by this policy, the student, or his/her parent, 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.⁷

Students who attend in-school suspension shall not be counted absent for those days.⁸

Days missed due to out-of-school suspension or expulsion shall be unexcused absences.⁸

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.

Cross References: 4.8—MAKE-UP WORK
 4.57—IMMUNIZATIONS
 5.11—DIGITAL LEARNING COURSES

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. § 6-18-702; A.C.A. § 7-4-116
 A.C.A. § 9-28-113(f); A.C.A. § 27-16-701

4.8—MAKE-UP WORK

Students who miss school due to an excused absence shall be allowed to make up the work they missed during their absence under the following rules.

1. Students are responsible for asking the teachers of the classes they missed what assignments they need to make up.
2. Teachers are responsible for providing the missed assignments when asked by a returning student.
3. Students are required to ask for their assignments on their first day back at school or their first class day after their return.
4. 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.
5. Students shall have one class day to make up their work for each class day they are absent.
6. Make-up work which is not turned in within the make-up schedule for that assignment shall receive a zero.
7. Students are responsible for turning in their make-up work without the teacher having to ask for it.
8. 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.
9. As required/permitted by the student's Individual Education Program or 504 Plan.

Work may not be made up for credit for unexcused absences **unless** the unexcused absences are part of a signed agreement as permitted by policy 4.7—ABSENCES. Out-of-school suspensions are unexcused absences.

Work missed while a student is expelled from school may not be made up for credit and students shall receive a zero for missed assignments.

In lieu of the timeline above, assignments for students who are excluded from school by the Arkansas Department of Health during a disease outbreak are to be made up as set forth in Policy 4.57—IMMUNIZATIONS.

Cross References: 4.7—ABSENCES
4.57—IMMUNIZATIONS

4.9—TARDIES

Promptness is an important character trait that District staff are encouraged to model and help develop in our schools' students. At the same time, promptness is the responsibility of each student. Students who are late to class show a disregard for both the teacher and their classmates which compromises potential student achievement.

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.

4.11—EQUAL EDUCATIONAL OPPORTUNITY

No student in the Marvell-Elaine School District shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, age, or disability be excluded from participation in, or denied the benefits of, or subjected to discrimination under any educational program or activity sponsored by the District. The District has a limited open forum granting equal access to the Boy Scouts of America and other youth groups.

Inquiries on non discrimination may be directed to Federal Programs Director², who may be reached at (870)-829-2101³.

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

Legal References: A.C.A. § 6-18-514, 28 C.F.R. § 35.106, 34 C.F.R. § 100.6, 34 C.F.R. § 104.8, 34 C.F.R. § 106.9
34 C.F.R. § 108.9, 34 C.F.R. § 110.25

4.12—STUDENT ORGANIZATIONS/EQUAL ACCESS

Non-curriculum-related secondary school student organizations wishing to conduct meetings on school premises during no 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.

1. The meeting is to be voluntary and student initiated;
2. There is no sponsorship of the meeting by the school, the government, or its agents or employees;
3. The meeting must occur during no instructional time;
4. Employees or agents of the school are present at religious meetings only in a no participatory capacity;
5. The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school; and
6. Nonschool persons may not direct, conduct, control, or regularly attend activities of student groups.

All meetings held on school premises must be scheduled and approved by the principal. The school, its agents, and employees retain the authority to maintain order and discipline, to protect the well being of students and faculty, and to assure that attendance of students at meetings is voluntary.

Fraternities, sororities, and secret societies are forbidden in the District's schools. Membership to student organizations shall not be by a vote of the organization's members, nor be restricted by the student's race, religion, sex, national origin, or other arbitrary criteria. Hazing, as defined by law, is forbidden in connection with initiation into, or affiliation with, any student organization, extracurricular activity or sport program. Students who are convicted of participation in hazing or the failure to report hazing shall be expelled.

Legal References: A.C.A. § 6-5-201 et seq.

A.C.A. § 6-21-201 et seq.; 20 U.S.C. 4071 Equal Access Act

Board of Education of the Westside Community Schools v. Mergens, 496 U.S. 226 (1990)

A.C.A. § 6-18-601 et seq.

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) days¹ of the request. The district forwards education records, including disciplinary records, to schools that have requested them and in which the student seeks or intends to enroll, or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer.

The district shall receive written permission before releasing education records to any agency or individual not authorized by law to receive and/or view the education records without prior parental permission. The District shall maintain a record of requests by such agencies or individuals for access to, and each disclosure of, personally identifiable information (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 education record if it meets the following tests.

- it is in the sole possession of the individual who made it;
- it is used only as a personal memory aid; and
- information contained in it has never been revealed or made available to any other person, except the maker's temporary substitute.

For the purposes of this policy a school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the school has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

For the purposes of this policy a school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility, contracted duty, or duty of elected office.

In addition to releasing PII to school officials without permission, the District may disclose PII from the education records of students in foster care placement to the student's caseworker or to the caseworker's representative without getting prior consent of the parent (or the student if the student is over eighteen (18)). For the District to release the student's PII without getting permission:

- The student must be in foster care;
- The individual to whom the PII will be released must have legal access to the student's case plan; and
- The Arkansas Department of Human Services, or a sub-agency of the Department, must be legally responsible for the care and protection of the student.

The District discloses 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 Marvell-Elaine 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/her 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, disciplinary rulings, disability placements, or other such determinations, 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, within appeal available to the Superintendent or his/her 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, or other interscholastic activities), the publication of such information will be beyond the control of the District. "Directory information" also includes a student identification (ID) 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 the 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 Family Educational Rights and Privacy Act (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 (DOE) at

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

Cross References: Policy 4.34—Communicable Diseases and Parasites

Policy 5.20—District Web Site

Policy 5.20.1—Web Site Privacy Policy

Policy 5.20F1—Permission to Display Photo of Student on Web Site

Legal References: A.C.A. § 9-28-113(b)(6)

20 U.S.C. § 1232g

20 U.S.C. § 7908

34 CFR 99.3, 99.7, 99.21, 99.22, 99.30, 99.31, 99.32, 99.33, 99.34, 99.35, 99.36, 99.37, 99.63, 99.64

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 Marvell-Elaine School District of directory information, as defined in Policy No. 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 for school in order for the District to be bound by this objection. Failure to file this form within that time is a specific grant of permission to publish such information.

I object and wish to deny the disclosure or publication of directory information as follows:

Deny disclosure to military recruiters ____

Deny disclosure to Institutions of postsecondary education ____

Deny disclosure to Potential employers ____

Deny disclosure to all public and school sources ____

Selecting this option will prohibit the release of directory information to the three categories listed above along with all other public sources (such as newspapers), **AND** result in the student's directory information **not** being included in the school's yearbook and other school publications.

Deny disclosure to all public sources ____

Selecting this option will prohibit the release of directory information to the first three categories listed above along with all other public sources (such as newspapers), but permit the student's directory information **to be included** in the school's yearbook and other school publications.

Name of student (Printed)

Signature of parent (or student, if 18 or older)

Date form was filed (To be filled in by office personnel)

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.

13. 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.
14. 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.
15. 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.
16. Prohibited publications include:
 - a. Those that are obscene as to minors;
 - b. 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;
 - c. Those that constitute an unwarranted invasion of privacy as defined by state law,
 - d. Publications that suggest or urge the commission of unlawful acts on the school premises;
 - e. Publications which suggest or urge the violation of lawful school regulations;
 - f. 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 4.13 including not using a student's photograph when associated with the student's name unless written permission has been received from the student's parent or student if over the age of 18.
3. State that the views expressed are not necessarily those of the School Board or the employees of the district.

Student Distribution of Nonschool Literature, Publications, and Materials

A student or group of students who distribute ten (10) or fewer copies of the same nonschool literature, publications, or materials (hereinafter "nonschool 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 nonschool materials¹ shall have school authorities² review their nonschool materials at least three (3) school days³ in advance of their desired time of dissemination. School authorities shall review the nonschool materials, prior to their distribution and will bar from distribution those nonschool materials that are obscene, libelous, pervasively indecent, or advertise unlawful products or services. Material may also be barred from distribution if there is evidence that reasonably supports a forecast that a substantial disruption of the orderly operation of the school or educational environment will likely result from the distribution.⁴ Concerns related to any denial of distribution by the principal shall be heard by the superintendent, whose decision shall be final.

The school principal or designee shall establish reasonable regulations governing the time, place, and manner of student distribution of nonschool 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 nonschool materials;
3. Allow no interference with classes or school activities;
4. Specify times, places, and manner where distribution may and may not occur⁵; and
5. Not inhibit a person's right to accept or reject any literature distributed in accordance with the regulations.⁶
6. Students shall be responsible for the removal of excess literature that is left at the distribution point for more than ____ days.⁷

The Superintendent, along with the student 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)

4.15—CONTACT WITH STUDENTS WHILE AT SCHOOL

CONTACT BY PARENTS

Parents wishing to speak to their children during the school day shall register first with the office.

CONTACT BY NON-CUSTODIAL PARENTS

If there is any question concerning the legal custody of the student, the custodial parent shall present documentation to the principal or the principal's designee establishing the parent's custody of the student. It shall be the responsibility of the custodial parent to make any court ordered "no contact" or other restrictions regarding the non-custodial parent known to the principal by presenting a copy of a file-marked court order. Without such a court order on file, the school will release the child to either of his/her parents. Non-custodial parents who file with the principal a date-stamped copy of current court orders granting visitation may eat lunch, volunteer in their child's classroom, or otherwise have contact with their child during school hours and the prior approval of the school's principal. Such contact is subject to the limitations outlined in Policy 4.16, Policy 6.5, and any other policies that may apply.

Arkansas law provides that, in order to avoid continuing child custody controversies from involving school personnel and to avoid disruptions to the educational atmosphere in the District's schools, the transfer of a child between his/her custodial parent and non-custodial parent, when both parents are present, shall not take place on the school's property on normal school days during normal hours of school operation. The custodial or non-custodial parent may send to/drop off the student at school to be sent to/picked up by the other parent on predetermined days in accordance with any court order provided by the custodial parent or by a signed agreement between both the custodial and non-custodial parents that was witnessed by the student's building principal. Unless a valid no-contact order has been filed with the student's principal or the principal's designee, district employees shall not become involved in disputes concerning whether or not that parent was supposed to pick up the student on any given day.

CONTACT BY LAW ENFORCEMENT, SOCIAL SERVICES, OR BY COURT ORDER

State Law requires that Department of Human Services employees, local law enforcement, or agents of the Crimes Against Children Division of the 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. Except as provided below, other questioning of students by non-school personnel shall be granted only with a court order directing such questioning, with permission of the parents of a student (or the student if above eighteen (18) years of age), or in response to a subpoena or arrest warrant.

If the District makes a report to any law enforcement agency concerning student misconduct or if access to a student is granted to a law enforcement agency due to a court order, the principal or the principal's designee shall make a good faith effort to contact the student's parent, legal guardian, or other person having lawful control by court order, or person acting in loco parentis identified on student enrollment forms. The principal or the principal's designee shall not attempt to make such contact if presented documentation by the investigator that notification is prohibited because a parent, 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-hours telephone number.

Contact by Professional Licensure Standards Board Investigators

Investigators for the Professional Licensure Standards Board may meet with students during the school day to carry out the investigation of an ethics complaint.

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

4.16—STUDENT VISITORS

The board strongly believes that the purpose of school is for learning. Social visitors, generally, disrupt the classroom and interfere with learning that should be taking place. Therefore, visiting with students at school is strongly discouraged, unless approved by the principal and scheduled in advance. This includes visits made by former students, friends, and/or relatives of teachers or students. Any visitation to the classroom shall be allowed only with the permission of the school principal and all visitors must first register at the office.

Cross References: For adult visits see Policy 4.15—CONTACT WITH STUDENTS WHILE AT SCHOOL and Policy 6.5—VISITORS TO THE SCHOOLS

4.17—STUDENT DISCIPLINE

The Marvell-Elaine 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 Marvell-Elaine 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

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 devices 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;
22. Bullying; and
23. Operating a vehicle on school grounds while using a wireless communication device.

The Board directs each school in the District to develop implementation regulations for prohibited student conduct consistent with applicable Board policy, State and Federal laws, and judicial decisions.

Cross References: Prohibited Conduct #1—Policy # 3.17, Prohibited Conduct #2— Policy # 4.20
Prohibited Conduct #3— Policy # 4.21, 4.26, Prohibited Conduct #4— Policy # 4.22
Prohibited Conduct #5— Policy # 4.23, Prohibited Conduct #7—Policy # 4.47
Prohibited Conduct #8— Policy # 4.24, Prohibited Conduct # 13— Policy # 4.25
Prohibited Conduct # 14— Policy # 4.21, Prohibited Conduct # 15— Policy # 4.7
Prohibited Conduct # 16 — Policy # 4.9, Prohibited Conduct # 17— Policy # 4.43
Prohibited Conduct # 19— Policy # 4.12, Prohibited Conduct # 20— Policy # 4.26
Prohibited Conduct # 21—Policy # 4.27, Prohibited Conduct # 22— Policy # 4.43
Prohibited Conduct # 23— Policy # 4.47

Legal References: A.C.A. § 6-5-201

A.C.A. § 6-15-1005, A.C.A. § 6-18-222, A.C.A. § 6-18-502 , A.C.A. § 6-18-506
A.C.A. § 6-18-514, A.C.A. § 6-18-707, A.C.A. § 6-21-609, A.C.A. § 27-51-1602
A.C.A. § 27-51-1603, A.C.A. § 27-51-1609

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.

Students are eligible to receive district bus transportation if they meet the following requirements.

Legal References: 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

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

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)

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, on 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 exempted.

A weapon is defined as any firearm; knife; razor; ice pick; dirk; box cutter; numchucks; pepper spray, mace, or other noxious spray; explosive; Taser or other instrument that uses electrical current to cause neuromuscular incapacitation; or any other instrument or substance capable of causing bodily harm. 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 a student discovers prior to any questioning or search by any school personnel that he/she has accidentally brought a weapon, other than a firearm, to school on his/her person, in a book bag/purse, or in his/her vehicle on school grounds, and the student informs the principal or a staff person immediately, the student will not be considered to be in possession of a weapon unless it is a firearm. The weapon shall be confiscated and held in the office until such time as the student's parent/legal guardian shall pick up the weapon from the school's office. Repeated offenses are unacceptable and shall be grounds for disciplinary action against the student as otherwise provided for in this policy.

Except as permitted in this policy, students found to be in possession on the school campus of a firearm shall be recommended for expulsion for a period of 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. 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. 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.

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)
A.C.A. § 5-73-133, 20 USC § 7151

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-pipes, or under any other name or descriptor.

Legal Reference: A.C.A. § 6-21-609

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 Marvell-Elaine 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; or is on 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.

4.25—STUDENT DRESS AND GROOMING

The Marvell-Elaine 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)

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:

3. Wearing or possessing any clothing, bandanas, jewelry, symbol, or other sign associated with membership in, or representative of, any gang;
4. Engaging in any verbal or nonverbal act such as throwing signs, gestures, or handshakes representative of membership in any gang;
5. Recruiting, soliciting, or encouraging any person through duress or intimidation to become or remain a member of any gang; and/or
6. 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

4.27—STUDENT SEXUAL HARASSMENT

The Marvell-Elaine 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:

- x. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education;
- y. Submission to, or rejection of, such conduct by an individual is used as the basis for academic decisions affecting that individual; and/or
- z. 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 believes 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)

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; on 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

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.

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)(1), 47 CFR 54.520
 47 CFR 520(c)(4), A.C.A. § 6-21-107, A.C.A. § 6-21-111

4.29F—STUDENT ELECTRONIC DEVICE and INTERNET USE AGREEMENT

Student's Name (Please Print) _____ Grade Level _____

School _____ Date _____

The Marvell-Elaine 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 _____

4.30—SUSPENSION FROM SCHOOL

Students who are 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,¹ 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; and
- 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.

Out-of-school suspension shall not be used to discipline a student for skipping class, excessive absences, or other forms of truancy.

The school principal or designee shall proceed as follows in deciding whether or not to suspend a student:

1. the student shall be given written notice or advised orally of the charges against him/her;
2. if the student denies the charges, he/she shall be given an explanation of the evidence against him/her and be allowed to present his/her version of the facts; and
3. 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 readmittance to class will be given to the parent(s), legal guardian(s), or to the student if age eighteen (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 eighteen (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 are not 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 or participate in any school-sponsored activities during the imposed suspension.

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.

Cross Reference: 4.7—ABSENCES

Legal References: A.C.A. § 6-18-507; *Goss v Lopez*, 419 U.S. 565 (1975)

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 later than ten (10) school days¹ 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 School Board also may be represented by legal counsel. The hearing shall be conducted in open session of the Board unless the parent, or 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

4.32—SEARCH, SEIZURE, AND INTERROGATIONS

The District respects the rights of its students against arbitrary intrusion of their person and property. At the same time, it is the responsibility of school officials to protect the health, safety, and welfare of all students enrolled in the District in order to promote an environment conducive to student learning. The Superintendent, principals, and their designees have the right to inspect and search school property and equipment. They may also search students and their personal property in which the student has a reasonable expectation of privacy, when there is reasonable and individualized suspicion to believe such student or property contains illegal items or other items in violation of Board policy or dangerous to the school community. 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-hours 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

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.

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: Varicella (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, food borne, 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).

In accordance with 4.57—IMMUNIZATIONS, the District shall maintain a copy of each student's immunization record and a list of individuals with exemptions from 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 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.

Cross References: 4.2—ENTRANCE REQUIREMENTS

4.7—ABSENCES

4.13—PRIVACY OF STUDENTS' RECORDS/ DIRECTORY INFORMATION

4.57—IMMUNIZATIONS

Legal References: A.C.A. § 6-18-702

Arkansas State Board of Health Rules And Regulations Pertaining To Immunization
Requirements

Arkansas Department of Education Rules Governing Kindergarten Through 12th Grade
Immunization Requirements

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. All signed medication consent forms are to be maintained by the school nurse.

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 of the medication(s). If the medications are brought by a student, the school nurse shall ask another school employee to verify, in the presence of the student the quantity of the medication(s). Each person present shall sign a form verifying the quantity of the medication(s).

Medications, including those for self-administration, must be in the original container and be properly labeled with the student's name, the ordering provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state the purpose for the medication, its possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings. Schedule II medications that are permitted by this policy to be brought to school shall be stored in a double locked cabinet.

Students with an individualized health plan (IHP) may be given over-the-counter medications to the extent giving such medications are included in the student's IHP.

Students taking Schedule II medications methylphenidate (e.g. Ritalin or closely related medications as determined by the school nurse), dextroamphetamine (Dexedrine), and amphetamine sulfate (e.g. Adderall or closely related medications as determined by the school nurse)¹ shall be allowed to attend school.

Students taking Schedule II medications not included in the previous sentence shall be allowed to bring them to school under the provisions of this policy and shall be permitted to attend and participate in classes **only** to the extent the student's doctor has specifically authorized such attendance and participation. A doctor's prescription for a student's Schedule II medication is **not** an authorization. Attendance authorization shall specifically state the degree and potential danger of physical exertion the student is permitted to undertake in the student's classes and extracurricular activities. Without a doctor's written authorization, a student taking Schedule II medications, other than those specifically authorized in this policy, shall **not** be eligible to attend classes, but shall be eligible for homebound instruction if provided for in their IEP or 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 practitioner on file with the District may:

- 1) Self-administer either a rescue inhaler or auto-injectable epinephrine;
- 2) Perform his/her own blood glucose checks;
- 3) Administer insulin through the insulin delivery system the student uses;
- 4) Treat the student's own hypoglycemia and hyperglycemia; or
- 5) Possess on his or her person:
 - a) A rescue inhaler or auto-injectable epinephrine; or
 - b) the necessary supplies and equipment to perform his/her own diabetes monitoring and treatment functions.

Students who have a current consent form on file shall be allowed to carry and self-administer such medication while:

- In school;
- At an on-site school sponsored activity;
- While traveling to or from school; or
- At an off-site school sponsored activity.

A student is prohibited from sharing, transferring, or in any way diverting his/her medications to any other person. The fact that a student with a completed consent form on file is allowed to carry a rescue inhaler, auto-injectable epinephrine, diabetes medication, or combination does not require him/her to have such on his/her person. The parent or guardian of a student who qualifies under this policy to self-carry a rescue inhaler, auto-injectable epinephrine, diabetes medication, or any combination on his/her person shall provide the school with the appropriate medication, which shall be immediately available to the student in an emergency.

Students may be administered Glucagon, insulin, or both in emergency situations by the school nurse or, in the absence of the school nurse, a trained volunteer school employee designated as a care provider, provided the student has:

1. an IHP that provides for the administration of Glucagon, insulin, or both in emergency situations; and
2. a current, valid consent form on file from their parent or guardian.

When the nurse is unavailable, the trained volunteer school employee who is responsible for a student shall be released from other duties during:

- A. The time scheduled for a dose of insulin in the student's IHP; and
- B. Glucagon or non-scheduled insulin administration once other staff have relieved him/her from other duties until a parent, guardian, other responsible adult, or medical personnel has arrived.

A student shall have access to a private area to perform diabetes monitoring and treatment functions as outlined in the student's IHP.

Emergency Administration of Epinephrine

The school nurse or other school employees designated by the school nurse as a care provider who have been trained¹ and certified by a licensed physician may administer an epinephrine auto-injector in emergency situations to students who have an IHP developed under Section 504 of the Rehabilitation Act of 1973 which provides for the administration of an epinephrine auto-injector in emergency situations.

The parent of a student who has an authorizing IHP, or the student if over the age of eighteen (18), shall annually complete and sign a written consent form provided by the student's school nurse authorizing the nurse or other school employee certified to administer auto-injector epinephrine to the student when the employee believes the student is having a life-threatening anaphylactic reaction.

Students with an order from a licensed health care provider to self-administer auto-injectable epinephrine and who have written permission from their parent or guardian shall provide the school nurse an epinephrine auto-injector. This epinephrine will be used in the event the school nurse, or other school employee certified to administer auto-injector epinephrine, in good faith professionally believes the student is having a life-threatening anaphylactic reaction and the student is either not self-carrying his/her epinephrine auto-injector or the nurse is unable to locate it.

The school nurse for each District school shall keep epinephrine auto-injectors on hand that are suitable for the students the school serves. The school nurse or other school employee designated by the school nurse as a care provider who has been trained¹ and certified by a licensed physician may administer auto-injector epinephrine to those students who the school nurse, or other school employee certified to administer auto-injector epinephrine, in good faith professionally believes is having a life-threatening anaphylactic reaction.

The school shall not keep outdated medications or any medications past the end of the school year. Parents shall be notified ten (10) days in advance of the school's intention to dispose of any medication. Medications not picked up by the parents or legal guardians within the ten (10) day period shall be disposed of by the school nurse in accordance with current law and regulations.

Legal References: 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 Insulin and Glucagon to Arkansas Public School Students With Diabetes
A.C.A. § 6-18-707; A.C.A. § 6-18-711; A.C.A. § 6-18-1005(a)(6)
A.C.A. § 17-87-103 (11); A.C.A. § 20-13-405

4.35F—MEDICATION 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.

Medications, including those for self-administration, must be in the original container and be properly labeled with the student's name, the ordering provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state the purpose for the medication, its possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings.

I hereby authorize the school nurse or his/her designee to administer the following medications to my child.

Name(s) of medication(s) _____

Name of physician or dentist (if applicable) _____

Dosage _____

Instructions for administering the medication _____

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 medications in accordance with this consent form.

Parent or legal guardian signature _____

Date _____

Date Adopted: September 01, 2016

Last Revised: September 01, 2016

4.35F2—MEDICATION SELF-ADMINISTRATION CONSENT FORM

Student's Name (Please Print) _____

This form is good for school year 2016-17. This consent form must be updated anytime the student's medication order changes and renewed each year and/or anytime a student changes schools.

The following must be provided for the student to be eligible to self-administer rescue inhalers and/or auto-injectable epinephrine. Eligibility is **only** valid for this school for the current academic year.

- a written statement from a licensed health-care provider who has prescriptive privileges that he//she has prescribed the rescue inhaler and/or auto-injectable epinephrine for the student and that the student needs to carry the medication on his/her person due to a medical condition;
- the specific medications prescribed for the student;
- an individualized health care plan developed by the prescribing health-care provider containing the treatment plan for managing asthma and/or anaphylaxis episodes of the student and for medication use by the student during school hours; and
- a statement from the prescribing health-care provider that the student possesses the skill and responsibility necessary to use and administer the asthma inhaler and/or auto-injectable epinephrine.

If the school nurse is available, the student shall demonstrate his/her skill level in using the rescue inhalers and/or auto-injectable epinephrine to the nurse.

Rescue inhalers and/or auto-injectable epinephrine for a student's self-administration shall be supplied by the student's parent or guardian and be in the original container properly labeled with the student's name, the ordering provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state the purpose for the medication, its possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings.

Students who self-carry a rescue inhaler or an epinephrine auto-injector shall also provide the school nurse with a rescue inhaler or an epinephrine auto-injector to be used in emergency situations.

My signature below is an acknowledgment that I understand that the District, its Board of Directors, and its employees shall be immune from civil liability for injury resulting from the self-administration of medications by the student named above.

Parent or legal guardian signature _____

Date _____

Date Adopted: September 01, 2016

Last Revised: September 01, 2016

4.35F3—GLUCAGON AND/OR INSULIN ADMINISTRATION CONSENT FORM

Student's Name (Please Print) _____

This form is good for school year _____. This consent form must be updated anytime the student's medication order changes and renewed each year and/or anytime a student changes schools.

The school has developed an individual health plan (IHP) acknowledging that my child has been diagnosed as suffering from diabetes. The IHP authorizes the school nurse to administer Glucagon or insulin to my child in an emergency situation.

In the absence of the nurse, trained volunteer district personnel may administer to my child in an emergency situation:

Glucagon _____

Insulin _____

I hereby authorize the school nurse to administer Glucagon and insulin to my child, or, in the absence of the nurse, trained volunteer district personnel designated as care providers, to administer the medication(s) I selected above to my child in an emergency situation. I will supply the medication(s) I selected above to the school nurse in the original container properly labeled with the student's name, the ordering provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state the purpose for the medication, possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings.

I acknowledge that the District, its Board of Directors, its employees, or an agent of the District, including a healthcare professional who trained volunteer school personnel designated as care providers shall not be liable for any damages resulting from his/her actions or inactions in the administration of Glucagon or insulin in accordance with this consent form and the IHP.

Parent or legal guardian signature _____

Date _____

Date Adopted: September 01, 2016

Last Revised: September 01, 2016

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 _____

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.

4.37—EMERGENCY DRILLS

All schools in the District shall conduct fire drills at least monthly. Tornado drills shall also be conducted no 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, 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. The training will include a lockdown exercise with panic button alert system training. Students will be included in the drills to the extent that is developmentally appropriate for the age of both the students and grade configuration of the school.

Drills may be conducted during the instructional day or during non-instructional time periods.

Other types of emergency drills may also be conducted to test the implementation of the District's emergency plans in the event of violence, terrorist attack, natural disaster, other emergency, or the District's Panic Button Alert System. Students shall be included in the drills to the extent practicable.

Legal References: A.C.A. § 12-13-109; A.C.A. § 6-10-110; A.C.A. § 6-10-121; A.C.A. § 6-15-1302; A.C.A. § 6-15-1303
Ark. Division of Academic Facilities and Transportation Rules Governing Maintenance and Operations of Ark. Public School Buses and Physical Examinations of School Bus Drivers
4.03.1

4.38—PERMANENT RECORDS

Permanent school records, as required by the Arkansas Department of Education (ADE), 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 attendance¹. 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 received².

Legal References: A.C.A. § 6-18-901
ADE Rule *Student Permanent Records*

4.39—CORPORAL PUNISHMENT

The Marvell-Elaine 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)

4.40—HOMELESS STUDENTS

The Marvell-Elaine School District will afford the same services and educational opportunities to homeless children as are afforded to non-homeless children. The Superintendent or his/her designee shall appoint an appropriate staff person to be the local educational agency (LEA) liaison for homeless children and youth whose responsibilities shall include, but are not limited to:

- Receive appropriate time and training in order to carry out the duties required by law and this policy;
- Coordinate and collaborate with the State Coordinator, community, and school personnel responsible for education and related services to homeless children and youths;
- Ensure that school personnel receive Professional development and other support regarding their duties and responsibilities for homeless youths;
- Ensure that unaccompanied homeless youths:
 - Are enrolled in school;
 - Have opportunities to meet the same challenging State academic standards as other children and youths; and
 - Are informed of their status as independent students under the Higher Education Act of 1965 and that they may obtain assistance from the LEA liaison to receive verification of such status for purposes of the Free Application for Federal Student Aid;
- Ensure that public notice of the educational rights of the homeless children and youths is disseminated in locations frequented by parents or guardians of such youth, and unaccompanied homeless youths, including schools, shelters, public libraries, and soup kitchens, in a manner and form that is easily understandable.

To the extent possible, the LEA liaison and the building principal shall work together to ensure no homeless child or youth is harmed due to conflicts with District policies solely because of the homeless child or youth's living situation; this is especially true for District policies governing fees, fines, and absences.

Notwithstanding Policy 4.1, homeless students living in the district are entitled to enroll in the district's school that non-homeless students who live in the same attendance area are eligible to attend. If there is a question concerning the enrollment of a homeless child due to a conflict with Policy 4.1 or 4.2, the child shall be immediately admitted to the school in which enrollment is sought pending resolution of the dispute, including all appeals. It is the responsibility of the District's LEA liaison for homeless children and youth to carry out the dispute resolution process.

For the purposes of this policy "school of origin" means:

- The school that a child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including a preschool; and
- The designated receiving school at the next grade level for all feeder schools when the child completes the final grade provided by the school of origin.

The District shall do one of the following according to what is in the best interests of a homeless child:

1. Continue the child's or youth's education in the school of origin for the duration of homelessness:
 - In any case in which a family becomes homeless between academic years or during an academic year; and
 - For the remainder of the academic year, if the child or youth becomes permanently housed during an academic year; or
2. Enroll the child or youth in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.

In determining the best interest of the child or youth, the District shall:

- Presume that keeping the child or youth in the school of origin is in the child's or youth's best interest, except when doing so is contrary to the request of the child's or youth's parent or guardian, or (in the case of an unaccompanied youth) the youth;
- Consider student-centered factors related to the child's or youth's best interest, including factors related to the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child's or youth's parent or guardian or (in the case of an unaccompanied youth) the youth.

If the District determines that it is not in the child's or youth's best interest to attend the school of origin or the school requested by the parent or guardian, or (in the case of an unaccompanied youth) the youth, the District shall provide the child's or youth's parent or guardian or the unaccompanied youth with a written explanation of the reasons for its determination, in a manner and form understandable to such parent, guardian, or unaccompanied youth, including information regarding the right to appeal. For an unaccompanied youth, the District shall ensure that the LEA liaison assists in placement or enrollment decisions, gives priority to the views of such unaccompanied youth, and provides notice to such youth of the right to appeal.

The homeless child or youth must be immediately enrolled in the selected school regardless of whether application or enrollment deadlines were missed during the period of homelessness.

The District shall be responsible for providing transportation for a homeless child, at the request of the parent or guardian (or in the case of an unaccompanied youth, the LEA Liaison), to and from the child's school of origin.

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;
 - Living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;
 - Living in emergency or transitional shelters;
 - Abandoned in hospitals; or
 - Awaiting foster care placement;
- 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
- D. Are migratory children who are living in circumstances described in clauses (a) through (c).

In accordance with Federal law, information on a homeless child or youth's living situation is part of the student's education record and shall not be considered, or added, to the list of directory information in Policy 4.13.

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

4.41—PHYSICAL 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 eighteen (18) years old.

Except in instances where a student is suspected of having a contagious or infectious disease, parents shall have the right to opt their student out of the exams or screenings by using form 4.41F or by providing certification from a physician that he/she has recently examined the student.

Legal References: A.C.A. § 6-18-701 (b), (c), (f)

4.41F—OBJECTION TO PHYSICAL EXAMINATIONS OR SCREENINGS

I, the undersigned, being a parent or guardian of a student, or a student eighteen (18) years of age or older, hereby note my objection to the physical examination or screening of the student named below.

Physical examination or screening being objected to:

____ Vision test

____ Hearing test

____ Scoliosis test

____ Other, please specify _____

Comments:

Name of student (Printed)

Signature of parent (or student, if 18 or older)

Date form was filed (To be filled in by office personnel)

4.42—STUDENT HANDBOOK

It shall be the policy of the Marvell-Elaine 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 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.

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.

Cyber bullying of School Employees is expressly prohibited and includes, but is not limited to:

- a. Building a fake profile or website of the employee;
- b. Posting or encouraging others to post on the Internet private, personal, or sexual information pertaining to a school employee;
- c. Posting an original or edited image of the school employee on the Internet;
- d. Accessing, altering, or erasing any computer network, computer data program, or computer software, including breaking into a password-protected account or stealing or otherwise accessing passwords of a school employee; making repeated, continuing, or sustained electronic communications, including electronic mail or transmission, to a school employee;
- e. 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;
- f. Signing up a school employee for a pornographic Internet site; or
- g. 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:

1. Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
5. Demeaning humor relating to a student's race, gender, ethnicity or actual or perceived attributes,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings,
10. Threats of harm to student(s), possessions, or others,
11. Sexual harassment, as governed by policy 4.27, is also a form of bullying, and/or
12. 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.

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.

Legal Reference: A.C.A. § 6-18-514
A.C.A. § 5-71-217

4.44— ATTENDANCE REQUIREMENTS FOR STUDENTS IN GRADES 9 - 12

Students in grades nine through twelve (9-12) are required to schedule and attend at least 350 minutes of regularly scheduled class time daily. Part of this requirement may be met by students taking post-secondary courses. Eligible students' enrollment and attendance at a post-secondary institution shall count toward the required weekly time of school attendance. Each credit hour shall count as three (3) hours of attendance time. This means a three (3) hour course shall count as nine (9) hours of the weekly required time of attendance.

Study Halls

Students may be assigned to no more than one (1) class period each day for a study hall that the student shall be required to attend and participate in for the full period. Such study halls are to be used for the purposes of self-study or for organized tutoring which is to take place in the school building.

Extracurricular Classes

Students may be assigned to no more than one (1) class period each day for organized and scheduled student extracurricular classes that the student shall be required to attend and participate in for the full class period. Extracurricular classes related to a seasonal activity shall meet for an entire semester whether or not the season ends prior to the end of the semester. Students must attend and participate in the class for the entire semester in order to receive credit for the course. For the purpose of this policy, "extracurricular classes" is defined as school sponsored activities which are not an Arkansas Department of Education approved course counting toward graduation requirements or classes that have not been approved by the Arkansas Department of Education for academic credit. Such classes may include special interest, fine arts, technical, scholastic, intramural, and interscholastic opportunities.

Course Enrollment Outside of District

Enrollment and attendance in vocational-educational training courses, college courses, school work programs, and other department-sanctioned educational programs may be used to satisfy the student attendance requirement even if the programs are not located at the public schools. Attendance in such alternative programs must be pre-approved by the school's administration. The district shall strive to assign students who have been dropped from a course of study or removed from a school work program job during the semester into another placement or course of study. In the instances where a subsequent placement is unable to be made, the district may grant a waiver for the student for the duration of the semester in which the placement is unable to be made.

In rare instances, students may be granted waivers from the mandatory attendance requirement if they would experience a proven financial hardship if required to attend a full day of school. For the purpose of this policy, "proven financial hardship" is defined as harm or suffering caused by a student's inability to obtain or provide basic life necessities of food, clothing, and shelter for the student or the student's family. The superintendent shall have the authority to grant such a waiver, on a case-by-case basis, only when convinced the student meets the definition of proven financial hardship.

In any instance where a provision of a student's Individual Education Plan (IEP) conflicts with a portion(s) of this policy, the IEP shall prevail.

Legal References: A.C.A. § 6-18-210, 211

Arkansas Department of Education Rules Governing the Mandatory Attendance Requirements for
Students in Grades
Nine through Twelve

4.45—SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS FOR THE CLASS OF 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.¹This 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. Students wishing to change their choice of curriculums must consult with their counselor to determine the feasibility of changing paths.

This policy, the Smart Core curriculum, and the courses necessary for graduation shall be reviewed by staff, students, and parents at least every other year 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:

- 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.

To the best of its ability, the District shall follow the requirements covering the transfer of course credit and graduation set forth in the Interstate Compact on Educational Opportunity for Military Children for all students who meet the definition of "eligible child" in Policy 4.2—ENROLLMENT.

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. 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.)

- 1) Algebra I or Algebra A & B* which may be taken in grades 7-8 or 8-9;
 - 2) 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.
- 3) Algebra II; and
 - 4) The fourth unit may be either:
 - A math unit 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); or
 - one unit of computer science chosen from ADE Essentials of Computer Programming, ADE Computer Science and Mathematics, AP Computer Science, AP Computer Science Principles, IB Computer Science, or other options approved by ADE.

Natural Science: a total of three (3) units with lab experience chosen from

One unit of Biology; and either:

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; or

One unit from the three categories above and one unit of computer science chosen from ADE Essentials of Computer Programming, ADE Computer Science and Mathematics, AP Computer Science, AP Computer Science Principles, IB Computer Science, or other options approved by ADE.

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.

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)
- one unit of computer science chosen from ADE Essentials of Computer Programming, ADE Computer Science and Mathematics, AP Computer Science, AP Computer Science Principles, IB Computer Science, or other options approved by ADE may be substituted for a math credit beyond Algebra I and Geometry

*A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four (4) unit requirement.

Science: three (3) units

- at least one (1) unit of biology or its equivalent; and

Two units chosen from the following three categories:

- Physical Science;
- Chemistry;
- Physics; or

One unit from the three categories above and one unit of computer science chosen from ADE Essentials of Computer Programming, ADE Computer Science and Mathematics, AP Computer Science, AP Computer Science Principles, IB Computer Science, or other options approved by ADE.

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.

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.

Cross Reference: 4.55—STUDENT PROMOTION AND RETENTION

Legal References: Standards for Accreditation 9.03 – 9.03.1.9, 14.02

ADE Guidelines for the Development of Smart Core Curriculum Policy
Smart Core Informed Consent Form
Smart Core Waiver Form
A.C.A. § 6-4-302

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 record. 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. Students wishing to change their choice of curriculums must consult with their counselor to determine the feasibility of changing paths.

This policy, the Smart Core curriculum, and the courses necessary for graduation shall be reviewed by staff, students, and parents at least every other year 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:

- 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.

To the best of its ability, the District shall follow the requirements covering the transfer of course credit and graduation set forth in the Interstate Compact on Educational Opportunity for Military Children for all students who meet the definition of "eligible child" in Policy 4.2—ENROLLMENT.

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. 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. In addition to the other graduation requirements contained in this policy, students are required to take at least one (1) digital learning course for credit while in high school.

SMART CORE: Sixteen (16) units

English: four (4) units – 9th, 10th, 11th, and 12th

Oral Communications: one-half (1/2) unit

Mathematics: four (4) units (all students under Smart Core must take a mathematics course in grade 11 or 12 and complete Algebra II.)

- 1) Algebra I or Algebra A & B* which may be taken in grades 7-8 or 8-9;
 - 2) Geometry or 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.
- 3) Algebra II; and
 - 4) The fourth unit may be either:
 - A math unit 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); or
 - one unit of computer science chosen from ADE Essentials of Computer Programming, ADE Computer Science and Mathematics, AP Computer Science, AP Computer Science Principles, IB Computer Science, or other options approved by ADE.

Natural Science: a total of three (3) units with lab experience chosen from

One unit of Biology; and either:

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; or
- One unit from the three categories above and one unit of computer science chosen from ADE Essentials of Computer Programming, ADE Computer Science and Mathematics, AP Computer Science, AP Computer Science Principles, IB Computer Science, or other options approved by ADE.

Social Studies: three (3) units

- Civics one-half (1/2) 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 (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 (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)
- one unit of computer science chosen from ADE Essentials of Computer Programming, ADE Computer Science and Mathematics, AP Computer Science, AP Computer Science Principles, IB Computer Science, or other options approved by ADE may be substituted for a math credit beyond Algebra I and Geometry

*A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four (4) unit requirement.

Science: three (3) units

- at least one (1) unit of biology or its equivalent; and

Two units chosen from the following three categories:

- Physical Science;
- Chemistry;
- Physics; or

One unit from the three categories above and one unit of computer science chosen from ADE Essentials of Computer Programming, ADE Computer Science and Mathematics, AP Computer Science, AP Computer Science Principles, IB Computer Science, or other options approved by ADE.

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.

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.

Cross References: 4.55—STUDENT PROMOTION AND RETENTION

5.11—DIGITAL LEARNING COURSES

Legal References: Standards For 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 2016

Smart Core Waiver Form 2016

A.C.A. § 6-4-302; A.C.A. § 6-16-1406

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:

4.47—POSSESSION AND USE OF CELL PHONES AND OTHER ELECTRONIC DEVICES

Students are responsible for conducting themselves in a manner that respects the rights of others. Possession and use of any electronic device, whether district or student owned, that interferes with a positive, orderly classroom environment does not respect the rights of others and is expressly forbidden.

To protect the security of state originated tests that are administered as part of the Arkansas Comprehensive, Testing, Assessment and Accountability Program (ACTAAP), no electronic device, as defined in this policy, shall be accessible by a student at any time during test administration unless specifically permitted by a student's IEP or individual health plan,. This means that when a student is taking an ACTAAP assessment, the student shall not have his/her electronic device in his/her possession. Any student violating this provision shall be subject to this policy's disciplinary provisions.

As used in this policy, “electronic devices” means anything that can be used to transmit or capture images, sound, or data.

Misuse of electronic devices includes, but is not limited to:

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. A search of a confiscated device shall meet the reasonable individualized suspicion requirements of Policy 4.32—SEARCH, SEIZURE, AND INTERROGATIONS.

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.

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

Legal References: A.C.A. § 6-18-515; A.C.A. § 27-51-1602; A.C.A. § 27-51-1603; A.C.A. § 27-51-1609
ADE Test Administration Manual

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.

Legal References: 20 USC 1232g
20 U.S.C. 7115
34 CFR 99.3, 4, 5, 7, 8, 10, 12, 31

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.

take appropriate steps to notify handicapped persons and their parents or guardians of the district's child find duty.

Legal References: 34 C.F.R. 300 et seq.

42 U.S.C. §12101 et seq. American 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.

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 to the district's Director of Child Nutrition a Certification of Disability for Special Dietary Needs Form completed by a:

- Physicians, including those licensed by:
 - The Arkansas State Medical Board;
 - The Arkansas State Board of Chiropractic Examiners (Chiropractors);
 - The Arkansas Board of Podiatric Medicine (Podiatrists);
- Nurse Practitioners (APRNs in family or pediatric practice with prescriptive authority);
- Physician Assistants (PAs who work in collaborative practice with a physician); and
- Dentists.

The 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

Commissioner's Memo FIN-15-122; 7 CFR 210.10(g)

4.51—FOOD SERVICE PREPAYMENT

The district does not offer credit for food items purchased in the school cafeteria; payment for such items is due at the time the food items are received. Parents or students choosing to do so may pay weekly or monthly in advance for students' meals.

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 Arkansas Department of Education

(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 school of origin, even if a change in the foster child's placement results in a residency that is outside the district. In such a situation, the District will work with DHS to arrange for transportation to and from school for the foster child to the extent it is reasonable and practical.

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: 4.1—RESIDENCE REQUIREMENTS
4.2—ENTRANCE REQUIREMENTS; 4.7—ABSENCES
Legal Reference: A.C.A. § 9-28-113

4.53— PLACEMENT OF MULTIPLE BIRTH SIBLINGS

The parent, guardian or other person having charge or custody of multiple birth siblings in grades pre-K through 6 may request that the multiple birth siblings are placed in either the same or separate classrooms. The request shall be in writing not later than the 14th calendar day prior to the first day of classes at the beginning of the academic year. The school shall honor the request unless it would require the school to add an additional class to the sibling's grade level. If one parent of multiple birth siblings requests a placement that differs from that of the other parent of the same multiple birth siblings, the school shall determine the appropriate placement of the siblings.

The school may change the classroom placement of one or more of the multiple birth siblings if:

- There have been a minimum of 30 instructional days since the start of the school year; and
 - After consulting with each classroom teacher in which the siblings were placed, the school determines the parent's classroom placement request is:
 - Detrimental to the educational achievement of one or more of the siblings;
 - Disruptive to the siblings' assigned classroom learning environment; or
 - Disruptive to the school's educational or disciplinary environment.

If a parent believes the school has not followed the requirements of this policy, the parent may appeal the multiple birth siblings' classroom placement to the Superintendent. The Superintendent's decision regarding the appeal shall be final.

Legal Reference: A.C.A. § 6-18-106

4.54 - STUDENT ACCELERATION

The Board believes that acceleration is an effective and research-based intervention for the academic growth of students who are ready for an advanced or faster-paced curriculum. It can allow a student to move through the traditional educational setting more rapidly, based on assessed readiness, capability and motivation. At the same time, the Board understands that acceleration is not a replacement for gifted education services or programs.

Generally, acceleration can occur through one of two broad categories: content based and grade based. Grade based acceleration shortens the number of years a student would otherwise spend in K-12 education, while content based

acceleration occurs within the normal K-12 time span. Either form of acceleration can be triggered by either a parent/guardian, student, or community member's request or by the referral of school personnel. In either case, the process of determining the appropriateness of the request shall be under the direction of the district/school¹ Gifted and Talented Program Coordinator who shall convene the individuals necessary to make an informed decision which shall include the student's parents or guardians.

While the needs of the student should dictate when acceleration decisions are considered, the Board believes the optimal time for referrals is in the spring which gives adequate time for working through the determination process and for preparing those concerned for a smooth transition to the acceleration beginning in the following school-year.

The District's Gifted and Talented (GT) Program Coordinator¹ will create a written format to govern the referral and determination process which shall be made available to any parent or staff member upon request.

The parents/guardians of any student whose request for acceleration has been denied may appeal the decision, in writing to the District's GT Coordinator. The District's GT Coordinator¹ and the Acceleration Placement Committee will again thoroughly review the case study that was completed on the student. Upon completion of the review, the Committee will either request additional new testing be conducted to help the Committee make its determination or it will uphold the initial decision. The Committee's decision may not be further appealed.

Legal Reference: ADE Gifted and Talented Rules

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.

Any grades, course credits, and/or promotions received by a student while enrolled in the Division of Youth Services system of education shall be considered transferable in the same manner as those grades, course credits, and promotions from other accredited Arkansas public educational entities.

Promotion or retention of students, or their required retaking of a course shall be primarily based on the following criteria. If there is doubt concerning the promotion or retention of a student or his/her required retaking of a course, a conference shall be held before a final decision is made that includes the following individuals:

- a) The building principal or designee;
- b) The student's teacher(s);
- c) School counselor
- d) A 504/special education representative (if applicable); and
- e) The student's parents.

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 applicable assessment. The student:

- 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.

Students who do not score proficient or above on their grade level State assessments 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.

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 (AIP), 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.

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 AIP 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.

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.

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; A.C.A. § 9-28-205
 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)

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/intrascholastic athletics, cheerleading, band, choral, math, or science competitions, field trips, and club activities.

“Field Trips” are when individual students or groups of students are invited to programs or events when there is no competition and the students are not interacting with each other for the purpose of planning, qualifying, or arranging for future programs or for the purpose of receiving recognition.

“Interscholastic Activities” means athletic or non-athletic/academic activities where students compete on a school vs. school basis.

“Intrascholastic Activities” means athletic or non-athletic/academic activities where students compete with students from within the same school.

“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). 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. Students falling under the provisions of this paragraph shall be permitted to attend curriculum related field trips occurring during the school day.

A student who enrolls in the district and meets the definition of "eligible child" in Policy 4.2—ENTRANCE REQUIREMENTS shall be eligible to try out for an extracurricular activity regardless of the date the student enrolls in the District so long as the student meets all other eligibility requirements and the extracurricular activity is still ongoing.

Intrascholastic Activities

Each school in the District shall post on its website its schedule of interscholastic activities, including sign-up, tryout, and participation deadlines, at least one semester in advance of those activities. A hard copy of the schedule shall be available upon request.⁵

ACADEMIC REQUIREMENTS: Junior High

A student promoted from the sixth to the seventh grade automatically meets scholarship requirements. A student promoted from the seventh to the eighth grade automatically meets scholarship requirements for the first semester. The second semester eighth-grade student meets the scholarship requirements for junior high if he/she has successfully passed four (4) academic courses the previous semester.

The first semester ninth-grade student meets the scholarship requirements for junior high if he/she has successfully passed four (4) academic courses the previous semester.

The second semester ninth-grade student meets the scholarship requirements for junior high if he/she has successfully passed (4) academic courses the previous semester which count toward his/her high school graduation requirements.

Ninth-grade students must meet the requirements of the senior high scholarship rule by the end of the second semester in the ninth grade in order to be eligible to participate the fall semester of their tenth-grade year.

ACADEMIC REQUIREMENTS: Senior High

In order to remain eligible for competitive interscholastic activity, a student must have passed (4) academic courses the previous semester and either:

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 who are enrolled in school. As a matter of District policy, no student may participate in a AAA governed extracurricular activity unless he or she is enrolled in a district school, to ensure all students are eligible for AAA catastrophic insurance.

Intrascholastic Activities

AAA Governed Activities

Students participating in intrascholastic extracurricular activities that would be governed by AAA if they were to occur between students of different schools shall meet all interscholastic activity eligibility requirements to be eligible to participate in the comparable intrascholastic activity. The District will abide by the AAA Handbook for such activities to ensure District students are not disqualified from participating in interscholastic activities.

Non-AAA Governed Activities

Unless made ineligible by District policies, all students shall be eligible to participate in non-AAA governed intrascholastic extracurricular activities. Intrascholastic activities designed for a particular grade(s) or course(s) shall require the student to be enrolled in the grade(s) or course(s).

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
 A.C.A. § 6-4-302

4.56.1—EXTRACURRICULAR ACTIVITIES - ELEMENTARY

Definitions

“Extracurricular activities” are defined as: any school sponsored program where students from one or more schools meet, work, perform, practice under supervision outside of regular class time, or are competing for the purpose of receiving an award, rating, recognition, or criticism, or qualification for additional competition. Examples include, but are not limited to, inter/intrascholastic athletics, cheerleading, band, choral, math, or science competitions, field trips, and club activities.

“Field Trips” are when individual students or groups of students are invited to programs or events when there is no competition and the students are not interacting with each other for the purpose of planning, qualifying, or arranging for future programs or for the purpose of receiving recognition.

“Interscholastic Activities” means athletic or non-athletic/academic activities where students compete on a school vs. school basis.

“Intrascholastic Activities” means athletic or non-athletic/academic activities where students compete with students from within the same school.

Extracurricular Eligibility

The Board believes in providing opportunities for students to participate in extracurricular activities that can help enrich the student’s educational experience. At the same time, the Board believes that a student’s participation in extracurricular activities cannot come at the expense of his/her classroom academic achievement. Interruptions of instructional time in the classroom are to be minimal and absences from class to participate in extracurricular activities shall not exceed one per week per extracurricular activity (tournaments or other similar events excepted with approval of the principal. 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.

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. Students falling under the provisions of this paragraph shall be permitted to attend curriculum related field trips occurring during the school day.

A student who enrolls in the district and meets the definition of "eligible child" in Policy 4.2—ENROLLMENT shall be eligible to try out for an extracurricular activity regardless of the date the student enrolls in the District so long as the student meets all other eligibility requirements and the extracurricular activity is still ongoing.

. 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 References: State Board of Education Standards for Accreditation 10.05 and 10.06 A.C.A. § 6-4-302

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.

Home-schooled students whose parents or guardians are legal residents of the school district will be permitted to pursue participation in an interscholastic activity in the student's resident school zone 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 activities 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;
- 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.

Legal References: A.C.A. § 6-15-509 Arkansas Activities Association Handbook

4.56.2F— HOME SCHOOLED STUDENTS' LETTER OF INTENT TO PARTICIPATE IN AN EXTRACURRICULAR ACTIVITY

Student's Name (Please Print) _____

Parent or Guardian's Resident Address

Street _____ Apartment _____

City _____ State _____ Zip Code _____

Student's date of birth ____/____/____ Last grade level the student completed _____

Student has demonstrated academic eligibility by obtaining a verifiable minimum test score of the 30th percentile or better in the previous 12 months on the Stanford Achievement Test Series, Tenth Edition, or another nationally recognized norm-referenced test approved by the State Board of Education. _____

Name of test, Date taken, and score achieved _____

Extracurricular activity(ies) the student requests to participate in

Course(s) the student requests to take at the school _____

Proof of identity _____

Date Submitted ____/____/____

Parent's Signature _____

4.57—IMMUNIZATIONS

Definitions

"In process" means the student has received at least one dose of the required immunizations and is waiting the minimum time interval to receive the additional dose(s).

"Serologic testing" refers to a medical procedure used to determine an individual's immunity to Hepatitis B, Measles, Mumps, Rubella and Varicella.

General Requirements

Unless otherwise provided by law or this policy, no student shall be admitted to attend classes in the District who has not been age appropriately immunized against¹:

- Poliomyelitis;
- Diphtheria;
- Tetanus;
- Pertussis;
- Red (rubeola) measles;
- Rubella;
- Mumps;
- Hepatitis A;
- Hepatitis B;
- Meningococcal disease;
- Varicella (chickenpox); and
- Any other immunization required by the Arkansas Department of Health (ADH).

The District administration has the responsibility to evaluate the immunization status of District students. The District shall maintain a list of all students who are not fully age appropriately immunized or who have an exemption provided by ADH to the immunization requirements based on medical, religious, or philosophical grounds. Students who are not fully age appropriately immunized when seeking admittance shall be referred to a medical authority for consultation.

The only types of proof of immunization the District will accept are immunization records provided by a:

- A. Licensed physician;
- B. Health department;
- C. Military service; or
- D. Official record from another educational institution in Arkansas.

The proof of immunization must include the vaccine type and dates of vaccine administration. Documents stating "up-to-date", "complete", "adequate", and the like will not be accepted as proof of immunization. No self or parental history of varicella disease will be accepted. Valid proof of immunization and of immunity based on serological testing shall be entered into the student's record.

In order to continue attending classes in the District, the student must have submitted:

- 1) Proof of immunization showing the student to be fully age appropriately vaccinated;
- 2) Written documentation by a public health nurse or private physician of proof the student is in process of being age appropriately immunized, which includes a schedule of the student's next immunization;
- 3) A copy of a letter from ADH indicating immunity based on serologic testing; and/or
- 4) A copy of the letter from ADH exempting the student from the immunization requirements for the current school year, or a copy of the application for an exemption for the current school year if the exemption letter has not yet arrived.

Students whose immunization records or serology results are lost or unavailable are required to receive all age appropriate vaccinations or submit number 4 above.

Temporary Admittance

While students who are not fully age appropriately immunized or have not yet submitted an immunization waiver may be enrolled to attend school, such students shall be allowed to attend school on a temporary basis only. Students admitted on a temporary basis may be admitted for a maximum of thirty (30) days (or until October 1st of the current school year for the tetanus, diphtheria, pertussis, and meningococcal vaccinations required at ages eleven (11) and sixteen (16) respectively if October 1st is later in the current school year than the thirty (30) days following the student's admittance). No student shall

be withdrawn and readmitted in order to extend the thirty (30) day period. Students may be allowed to continue attending beyond the thirty (30) day period if the student submits a copy of either number 2 or number 4 above.

Students who are in process shall be required to adhere to the submitted schedule. Failure of the student to submit written documentation from a public health nurse or private physician demonstrating the student received the vaccinations set forth in the schedule may lead to the revocation of the student's temporary admittance; such students shall be excluded from school until the documentation is provided.

The District will not accept copies of applications requesting an exemption for the current school year that are older than two (2) weeks based on the date on the application. Students who submit a copy of an application to receive an exemption from the immunization requirements for the current year to gain temporary admittance have thirty (30) days from the admission date to submit either a letter from ADH granting the exemption or documentation demonstrating the student is in process and a copy of the immunization schedule. Failure to submit the necessary documentation by the close of the thirty (30) days will result in the student being excluded until the documentation is submitted.

Exclusion From School

In the event of an outbreak, students who are not fully age appropriately immunized, are in process, or are exempt from the immunization requirements may be required to be excluded from school in order to protect the student. ADH shall determine if it is necessary for students to be excluded in the event of an outbreak. Students may be excluded for twenty-one (21) days or longer depending on the outbreak. No student excluded due to an outbreak shall be allowed to return to school until the District receives approval from ADH.

Students who are excluded from school are not eligible to receive homebound instruction unless the excluded student had a pre-existing IEP or 504 Plan and the IEP/504 team determines homebound instruction to be in the best interest of the student. To the extent possible, the student's teacher(s) shall place in the principal's office a copy of the student's assignments:

- for the remainder of the week by the end of the initial school day of the student's exclusion; and
- by the end of each school's calendar week for the upcoming week until the student returns to school.²

It is the responsibility of the student or the student's parent/legal guardian to make sure that the student's assignments are collected.

Students excluded from school shall have five (5) school days from the day the student returns to school to submit any homework and to make up any examinations. State mandated assessments are not included in "examinations" and the District has no control over administering state mandated make-up assessments outside of the state's schedule. Students shall receive a grade of zero for any assignment or examination not completed or submitted on time.

Cross References: 4.2—ENTRANCE REQUIREMENTS

4.7—ABSENCES

4.8—MAKE-UP WORK

Legal References: A.C.A. § 6-18-702

ADE Rules Governing Kindergarten Through 12th Grade Immunization Requirements

In Arkansas Public Schools

ADH Rules and Regulations Pertaining to Immunization Requirements

4.58—FOOD SHARING AND ITS REMOVAL FROM FOOD SERVICE AREA

Food Sharing Table

Option 2: The District has no food sharing system for food items other than milk and juice.² Students who do not intend to drink milk or juice received as part of a meal may place the milk/juice in a designated ice-filled cooler located at the end of the service line where another student may retrieve it at no charge. Milk and juice may not be taken by another student unless the carton is unopened and was completely covered by ice while in the cooler. A student may not return to the cooler to place for sharing or retrieve an item after the student has left the service line.

At all times, the cooler will be under the supervision of the food service staff. Remaining items should be discarded at the end of the meal period, and no item is to remain in the cooler for longer than four (4) hours.

Removing Food Items From the Food Service Area

No student shall remove school provided food items from the food service area at the end of the meal period, especially milk, juice, and other items requiring temperature controlled environments.

Except for food service workers as required by their job duties, District employees may only remove school provided food items from the food service area when required by a 504 plan or a student's IEP.

Legal References: Commissioner's Memo FIN 08-076
Commissioner's Memo FIN 15-052

CURRICULUM AND INSTRUCTION

5.1—EDUCATIONAL PHILOSOPHY

The Marvell-Elaine 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:*

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

** These are sample core beliefs and should serve only as an example. Your district should create its own list of core beliefs.*

5.2—PLANNING FOR EDUCATIONAL IMPROVEMENT

Each school in the district shall develop a comprehensive school improvement plan (CSIP) to address deficiencies in student performance based on analysis of students' grade-level State assessments and other relevant data. The purpose of each CSIP 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 CSIP. Each CSIP 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 schools' CSIP. Each CSIP 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 (ADE) as failing to meet the established levels of academic achievement on the state's assessments shall revise its CSIP.

The district shall develop, with appropriate staff and community input, a comprehensive district improvement plan (CDIP). The CDIP shall coordinate the actions of the various CSIPs within the district. The CDIP shall align district resources to help ensure all of its students attain proficiency on the State assessments.

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 3.10, 3.16, 8.0 – 8.04, and 9.04
ADE Rules for Governing Standards for Accreditation of Arkansas Public Schools and School Districts 7.0, 8.01, 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.)

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 each area is aligned with the current curriculum frameworks and course content standards approved by the State Board of Education.¹ 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.

Legal References: Standards 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)

5.4—SCHOOL IMPROVEMENT TEAMS

A team structure is officially incorporated into the school improvement plan. New school administrators shall receive a description of the teams' purposes and how each team is constituted; In addition, each new administrator shall receive training on methods for effective teams.

All teams shall create work plans for the year, which shall include specific work products for the team to produce. To aid in maintaining the work plan, all teams shall develop an agenda and keep minutes for each meeting. The school principal shall be responsible for maintaining a file of the agendas, work products, and minutes of all teams.

Team meetings shall take place outside of the student instructional day.

Leadership Team

Each school shall have a Leadership Team that consists of members that include:

- A. The principal;
- B. The chair of each Instructional Team;

- C. The school guidance counselor;
- D. A instructional facilitator; and
- E. Other key professionals designated by the principal.

The Leadership Team shall meet for a minimum of one (1) hour at least two (2) times each month during the school year. Based on school performance data and aggregated classroom observation data, the Leadership Team shall make decisions and recommendations on curriculum, instruction, and professional development; in addition, the Leadership Team shall serve as a conduit of communication to the rest of the faculty and staff.

Instructional Teams

The teachers in each school shall belong to an instructional team. The instructional teams shall be organized by:

- Grade level;
- Grade level cluster; and/or
- Subject area.

Each Instructional Team shall appoint a chair for the school year who shall conduct the team meetings and shall be part of the school Leadership Team. Each Instructional Team shall meet for a minimum of forty-five (45) minutes at least two (2) times a month during the school year.

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

Legal References: ADE Rules Governing the

Arkansas Comprehensive Testing, Assessment and Accountability Program

Arkansas Comprehensive School Improvement Plan Indicator 36

A.C.A. § 6-17-114

AG Opinion 2005-299

5.5—SELECTION/INSPECTION OF INSTRUCTIONAL MATERIALS

The use of instructional materials beyond those approved as part of the curriculum/textbook program must be compatible with school and district policies. If there is uncertainty concerning the appropriateness of supplemental materials, the personnel desiring to use the materials shall get approval from the school's principal prior to putting the materials into use.

All instructional materials used as part of the educational curriculum of a student shall be available for inspection by the parents or guardians of the student. For the purposes of this policy, instructional materials is defined as instructional content provided to the student regardless of its format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats. The term does not include academic tests or academic assessments.

Parents or guardians wishing to inspect instructional materials used as part of the educational curriculum for their child may schedule an appointment with the student's teacher at a mutually agreeable time. Parents/guardians wishing to challenge the appropriateness of any instructional materials shall follow the procedures outlined in Policy 5.6—CHALLENGE OF INSTRUCTIONAL/SUPPLEMENTAL MATERIALS.

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

Legal Reference:

20 USC § 1232h (a), (b), (c) [NCLB Act of 2001, Part F, Section 1061 (c) (1)(C)(i)(ii), (2)(A)(i), (5)(B), (6)(A)(C)]

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.

Legal Reference: 20 USC 1232(h)(c)(C)

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 _____

5.7—SELECTION OF LIBRARY/MEDIA CENTER MATERIALS

The ultimate authority for the selection and retention of materials for the schools' media centers rests with the Board of Education which shall serve as a final arbiter in resolving a challenge to any media center materials. Licensed media center personnel shall make the initial selections in consultation with school and district licensed staff. Materials selected shall be in accordance with the guidelines of this policy.

The purpose of the schools' libraries/media centers is to supplement and enrich the curriculum and instruction offered by the District. Promoting the dialogue characteristic of a healthy democracy necessitates the maintenance of a broad range of materials and information representing varied points of view on current and historical issues. In the selection of the materials and resources to be available in each library/media center consideration will be given to their age appropriateness. Materials should be available to challenge the different interests, learning styles, and reading levels of the school's students and that will help them attain the District's educational goals.

Selection Criteria

The criteria used in the selection of media center materials shall be that the materials:

1. Support and enhance the curricular and educational goals of the district;
2. Are appropriate for the ages, learning styles, interests, and maturity of the schools' students, or parents in the case of parenting literature;
3. 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;
4. Help develop critical thinking skills;
5. Are factually and/or historically accurate, in the case of non-fiction works and/or serve a pedagogical purpose;
6. Have literary merit as perceived by the educational community; and
7. 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.

Name: _____

Media Center material being contested:

This image shows a blank sheet of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. On the left side, there is a vertical margin line, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document.

Signature of Superintendent (if appealed) _____

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 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.”

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.

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:

- 5) The transmission of the copyrighted work is limited to only the students enrolled in the course;
 - I. Each student shall have a unique ID and password for accessing digital courses/materials; or
 - II. Each course shall have a unique password to access course materials; and
 - III. The password to access the course materials shall be changed immediately following the close of the course.
 1. To prevent students from retaining or further disseminating the copyrighted work for more than one class session;
 1. The print function will be disabled;
 2. A transparency shall be placed over any literary work, sheet music, or photograph;
 3. Audio and video transmissions will be set to be streamed; and
 4. 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:

1. 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;
2. The extent of a copyrighted work that is used must comply with one or more of the following criteria:
 - The entirety of a non dramatic literary or musical work may be used. A non dramatic literary work includes poems and short stories. A non dramatic musical work covers all music that is not part of an opera or musical and does not cover the use of the music video format of a song.
 - Dramatic literary and musical works as well as videos may only be used in limited portions. Dramatic literary and musical works may only be used in the same amount as set forth in the requirements for a face-to-face classroom while

videos, including music videos, may only have the portion used that is directly related to the subject of the class session and may not be transmitted in their entirety.

- Still images or slides that a teacher would have used in the ordinary course of a face-to-face classroom session on a projector or a transparency may be used in a transmission.
- Works primarily produced or marketed for use in the digital education market may not be transmitted.
- Works the teacher had knowledge or reasonably believes to be unlawfully made or acquired may not be used.
- Mediated Instructional activities may not be transmitted.
 - A statement that works may be subject to copyright shall be placed in at least one of the following areas to provide notice to students of copyright status:
 - a) Course syllabus;
 - b) Home webpage for the course;
 - c) Webpage for the particular class session; and/or
 - d) 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:

- a. The amount converted is only the amount allowed by law; **and**
- b. The District has no digital copy of the copyrighted work available; **or**
- c. 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.

Cross Reference: 5.11—DIGITAL LEARNING COURSES

Legal Reference: 17 USC § 101 to 1010 (Federal Copyright Law of 1976)

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

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 days in which to make a decision on the appeal which shall be final with no further right of appeal.

The teacher in charge of each classroom may, at the opening of school each day, conduct a brief period of silence with the participation of all students in the classroom who desire to participate.

Students and employees may engage in personal religious practices, such as prayer, at any time, and shall do so in a manner and at a time so that the educational process is not disrupted.

Legal Reference: A.C.A. § 6-10-115

5.11—DIGITAL LEARNING COURSES

Definitions

For the purposes of this policy:

“Blended Learning” is education in which instruction and content are delivered through supervised instruction in a classroom and online delivery of instruction with some element of student control over time, place, path, or pace.

“Digital Learning” means a digital technology or internet-based educational delivery model that does not rely exclusively on compressed interactive video (CIV). Digital learning includes online and blended learning.

"Instructional Materials" means:

- Traditional books, textbooks, and trade books in printed and bound form;
- Activity-oriented programs that may include:
 - Manipulatives;
 - Hand-held calculators;
 - Other hands-on materials; and

H. Technology-based materials that require the use of electronic equipment in order to be used in the learning process.

“Online Learning” is education in which instruction and content are delivered primarily over the Internet. The term does not include print-based correspondence education, broadcast television or radio, videocassettes, compact disks and stand-alone educational software programs that do not have a significant Internet-based instructional component.

“Public School Student Accessing Courses at a Distance” means a student who is scheduled for a full course load through the District and attends all classes virtually.

Digital Course Offerings

The District shall offer one or more digital learning course(s) through one or more District approved provider(s) as either a primary or supplementary method of instruction. The courses may be in a blended learning, online-based, or other technology-based format and shall be tailored to meet the needs of each student.

All digitally offered courses shall meet or exceed the State Board of Education's curriculum standards and requirements and be capable of being assessed and measured through standardized or local assessments. Additionally, the District shall ensure there is sufficient infrastructure to handle and facilitate a quality digital learning environment.

As an approved digital learning provider, the District shall annually determine what District created digital learning courses it will provide to our students. 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.

A student may elect to take any or all of his/her scheduled courses digitally. The student's attendance in his/her digital course(s) shall be determined by the online attendance and time the student is working on the course rather than the student's physical presence at school.

The District is responsible for providing all instructional materials for each student who enrolls in a District approved digital learning course.

Regardless of any other provisions of this policy, the District may restrict a student's access to digital courses when the student's building 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 building 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

Cross References: 4.7—ABSENCES

4.45.1—SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS FOR THE CLASS OF 2018 AND THEREAFTER

4.45—SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS FOR THE CLASS OF 2017

5.8—USE OF COPYRIGHTED MATERIALS

Legal References:

A.C.A. § 6-16-1401 et seq.

ADE RULES GOVERNING DISTANCE AND DIGITAL LEARNING

5.13—SUMMER SCHOOL

Students in kindergarten through grade twelve (K-12) not performing at grade level during the regular school year shall successfully participate in a summer school remediation program to be eligible for promotion to the next grade. Transportation to and from the school shall be the responsibility of the student's parent or guardian.

Legal Reference: A.C.A. § 6-16-705

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

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 (9) week grading period¹ to keep parents/guardians informed of their student's progress.

The evaluation of each student's performance on a regular basis serves to give the parents/guardians, students, and the school necessary information to help effect academic improvement. Students' grades shall reflect only the extent to which a student has achieved the expressed educational objectives of the course.

The grades of a child in foster care shall not be lowered due to an absence from school due to:

- a. A change in the child's school enrollment;
- b. The child's attendance at a dependency-neglect court proceeding; or
- c. The child's attendance at court-ordered counseling or treatment.

The grading scale for all schools in the district shall be as follows:

A = 100 – 90

B = 89 – 80

C = 79 – 70

D = 69-60

F = 59 and below

For the purpose of determining grade point averages, the numeric value of each letter grade shall be:

A = 4 points

B = 3 points

C = 2 points

D = 1 point

F = 0 points

The grade point values for Advanced Placement (AP), International Baccalaureate (IB), and approved honor courses shall be one (1) point greater than for regular courses with the exception that an F shall still be worth zero (0) points.

The final grades of students who transfer in for part of a semester will be determined by blending the grades earned in the district with those earned outside the district. Each final grade will be the sum of the percentage of days in the grading period transferred from outside the district times the transferred grade from outside the district plus the percentage of days in the grading period while in the district times the grade earned in the district.

For example: The grading period had forty (40) days. A student transferred in with a grade of eighty-three percent (83%) earned in ten (10) days at the previous school. The student had a grade of seventy-five percent (75%) in our district's school earned in the remaining thirty (30) days of the grading period. Ten (10) days is twenty-five percent (25%) of forty (40) days while thirty (30) days is seventy-five percent (75%) of forty (40) days. Thus the final grade would be $(0.25 \times 83) + (0.75 \times 75) = 77\%$.

Legal References: A.C.A. § 6-15-902

A.C.A. § 9-28-113(f)

State Board of Education: Standards For Accreditation 12.02

Arkansas Department of Education Rules and Regulations Governing Uniform Grading Scales for Public Secondary Schools

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 ROLL AND HONOR GRADUATES

HONOR ROLL

Students in grades K-6 who maintain A's and B's for the grading period will be recognized as honor roll students for that grading period. Semester grades will determine the honor roll at the end of each semester.

Students in grades 7-12 who participate in the Smart Core Curriculum and maintain a 3.0 GPA for the grading period will be recognized as honor roll students for that grading period. Semester grades will determine the honor roll at the end of each semester.

HONOR GRADUATES

Students who have successfully completed the minimum core of courses recommended for preparation for college as defined by the State Board of Higher Education and the State Board of Education and have a cumulative GPA of 3.5 will be designated as honor students. The GPA shall be derived from courses taken in public schools in grades nine (9) through twelve (12).

VALEDICTORIAN AND SALUTATORIAN

The honor student with the highest GPA and who has been enrolled in public school in grades 9 through 12 and in Marvell-Elaine High School for his/her entire senior year shall serve as the valedictorian of his/her graduating class. Students who finished their 9th, 10th, or 11th grade year enrolled in a high school which has been closed due to consolidation/annexation with the Marvell-Elaine District shall be selected valedictorian on the basis of the criteria in existence in their high school at the time of the closure and their subsequent academic achievement in Marvell-Elaine High School. Their selection shall be separate from and in addition to selection of the valedictorian from non-consolidated/annexed students enrolled in Marvell-Elaine High School.

The honor student with the second highest GPA and who has been enrolled in public school in grades 9 through 12 and in Marvell-Elaine High School for his/her entire senior year shall serve as the salutatorian of his/her graduating class. Students who finished their 9th, 10th, or 11th grade year enrolled in a high school which has been closed due to consolidation/annexation with the Marvell-Elaine District shall be selected salutatorian on the basis of the criteria in existence in their high school at the time of the closure and their subsequent academic achievement in Marvell-Elaine High School. Their selection shall be separate from and in addition to selection of the salutatorian from non-consolidated/annexed students enrolled in Marvell-Elaine High School.

Parents or guardians of a student, or a student eighteen (18) years of age or older, who choose to not have the student publicly identified as an honor roll or honor graduate student must submit a written request that the student not be so identified.

Legal References: A.C.A. § 6-18-101 (a) (1); A.C.A. § 6-18-101 (a) (2); A.C.A. § 6-18-101 (b) ; A.C.A. § 6-18-101(e); A.C.A. § 6-61-217(a)

5.17F— HONOR ROLL AND GRADUATE OPT OUT FORM

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 having the student named below publicly identified as an honor roll or honor graduate student.

Name of student (Printed)

Signature of parent (or student, if 18 or older)

Date form was filed (To be filled in by office personnel)

5.18—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.

5.20—DISTRICT WEBSITE

The Marvell-Elaine School District shall maintain a web page to provide information about its schools, students, and activities to the community. This policy is adopted to promote continuity between the different pages on the district website by establishing guidelines for their construction and operation.

The Marvell-Elaine School District website shall be used for educational purposes only. It shall not create either a public or a limited public forum. Any link from any page on the District's site may only be to another educational site. The website shall not use "cookies" to collect or retain identifying information about visitors to its website nor shall any such information be given to "third parties." Any data collected shall be used solely for the purpose of monitoring site activity to help the district improve the usefulness of the site to its visitors.

Each school's web page shall be under the supervision of the school's Web Master and the District's website shall be under the supervision of the District's Web Master. They shall have the responsibility for ensuring that web pages meet appropriate levels of academic standards and are in compliance with these guidelines and any additional administrative regulations. To this end, the District and School Web Masters shall have the authority to review and edit any proposed changes to web pages to ensure their compliance with this policy. All such editing shall be viewpoint neutral.

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

- All pages on the District's website may contain advertising and links only to educational sources.
- The District's home page shall contain links to existing individual school's web pages and the school home pages shall link back to the District's home page. The District's home page may also include links to educational extracurricular organization's web pages which shall also link back to the District's home page.
- Photos 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.
- The District's web server shall host the Marvell-Elaine District's website.
- No web page on the District website may contain public message boards or chat rooms.
- All web pages on the District website shall be constructed to download in a reasonable length of time.
- The District's home page shall contain a link to a privacy policy notice which must be placed in a clear and prominent place and manner.
- 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 Marvell-Elaine School District.
- 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)

5.20 F1—PERMISSION TO DISPLAY PHOTO OF STUDENT ON WEB SITE

I hereby grant permission to the Marvell-Elaine 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 Marvell-Elaine 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

5.20.1—WEB SITE PRIVACY POLICY*

The Marvell-Elaine 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 Reference: 15 U.S.C. § 6501 (COPPA)

5.21—ADVANCED PLACEMENT, INTERNATIONAL BACCALAUREATE, and HONORS COURSES

Students in grades 7-12 who take advanced placement courses,¹ International Baccalaureate courses, or honors or concurrent credit college 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.²

"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

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 (ADE) shall be given credit toward high school grades and graduation at the rate of one 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:

1. 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);
2. The District; and
3. 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 ten 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 References: A.C.A. § 6-15-902(c)(2)

ADE Rules and Regulations: Concurrent College and High School Credit for Students Who Have Completed the Eighth Grade

5.23—EQUIVALENCE BETWEEN SCHOOLS #2*

The Marvell-Elaine 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, are substantially 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 grade-span by grade-span basis, 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

- aa. Changes in enrollment after the start of the school year;
- bb. Varying costs associated with providing services to children with disabilities,

- cc. Unexpected changes in personnel assignments occurring after the beginning of the school year;
- dd. Expenditures on language instruction education programs and;
- ee. Other expenditures from supplemental State or local funds consistent with the intent of Title I.

Legal Reference: 20 USC § 6321(a),(b), and (c) [NCLB Act of 2001 Section 1120A]

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:

- 8. political affiliations;
- 9. mental and psychological problems potentially embarrassing to the student or his/her family;
- 10. sex behavior and attitudes;
- 11. illegal, anti-social, self-incriminating, and demeaning behavior;
- 12. critical appraisals of other individuals with whom respondents have close family relationships;
- 13. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
- 14. religious practices, affiliations, or beliefs of the student or student's parent; or
- 15. 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. A student's name;
- b. The name of the student's parent or member of the student's family;
- c. The address, telephone number, or email address of a student or a member of a student's family;
- d. 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;
- e. 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 References: 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)]
A.C.A. § 6-18-1301 et seq.

5.24F1—OBJECTION TO PARTICIPATION IN SURVEYS, ANALYSIS, OR EVALUATIONS

I, the undersigned, being a parent or guardian of a student, or a student eighteen (18) years of age or older, hereby note my objection to participation by the student named below in the following survey, analysis, or evaluation.

I choose not to have my student participate in the following survey, analysis, or evaluation.

Name of specific survey _____

____All surveys

Name of student (Printed)

Signature of parent (or student, if 18 or older)

Date form was filed (To be filled in by office personnel)

5.24F2—PERMISSION TO PARTICIPATE IN A SURVEY, ANALYSIS, OR EVALUATION

I, the undersigned, being a parent or guardian of a student, or a student eighteen (18) years of age or older, hereby grant my permission for the student named below to participate in the following survey, analysis, or evaluation.

Name of survey _____

Name of student (Printed)

Signature of parent (or student, if 18 or older)

Date form was filed (To be filled in by office personnel)

5.25—MARKETING OF PERSONAL INFORMATION

The Marvell-Elaine 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:

1. a student or parent's first and last name,
2. a home or other physical address (including street name and the name of the city or town),
3. telephone number, and
4. 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:

- I. College or other postsecondary education recruitment, or military recruitment;
- J. Book clubs, magazines, and programs providing access to low cost literary products;
- K. Curriculum and instructional materials used by elementary schools and secondary schools;
- L. 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;
- M. The sale by students of products or services to raise funds for school related or education related activities; and
- N. Student recognition programs.

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

5.26—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.

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:

1. Disruptive behavior;
2. Dropping out from school;
3. Personal or family problems or situations;
4. 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:

5. Ongoing, persistent lack of attaining proficiency levels in literacy and mathematics
6. Abuse: physical, mental, or sexual;
7. Frequent relocation of residency;
8. Homelessness;

9. Inadequate emotional support;
10. Mental/physical health problems;
11. Pregnancy; or
12. 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.

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

5.26.1—ALE PROGRAM EVALUATION

The ALE program shall be evaluated at least annually to determine its overall effectiveness. The evaluation shall specifically address how the use of ALE funds is in alignment with the district's ACSIP in addressing identified achievement gaps and student performance deficiencies.

Legal Reference: A.C.A. § 6-15-426(f)

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

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 ACSIP.

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 (ADE), 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 ADE Rules Governing Nutrition and Physical Activity Standards And Body Mass Index For Age Assessment Protocols. To promote nutrition, physical activity, and other school based activities that will improve student wellness, the District has established the following goals.

- O. Appoint a district school health coordinator (designated district official) who shall be responsible for ensuring that each school fulfills the requirements of this policy;
- P. Implement a grade appropriate nutrition education program that will develop an awareness of and appreciation for nutrition and physical activity throughout the curriculum;
- Q. Enforce existing physical education requirements and engage students in healthy levels of vigorous physical activity;
- R. Strive to improve the quality of physical education curricula and increase the training of physical education teachers;
- S. Follow the Arkansas Physical Education and Health Education Frameworks in grades K-12;
- T. Not use food or beverages as rewards for academic, classroom, or sports performances;
- U. Ensure that drinking water is available without charge to all students;
- V. Establish class schedules and bus routes that do not directly or indirectly restrict meal access;
- W. Provide students with ample time to eat their meals in pleasant cafeteria and dining areas;
- X. Establish no more than nine (9) school wide events that permit exceptions to the food and beverage limitations established by Rule. The schedule of the events shall be by school, approved by the principal, and shall be part of the annual school calendar;
- Y. Abide by the current allowable food and beverage portion standards;
- Z. 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;
- AA. Restrict access to competitive foods as required by law and Rule;
- BB. Conform new and/or renewed vending contracts to the content restrictions contained in the Rules and reduce district dependence on profits from the sale of competitive foods.
- CC. Provide professional development to all district staff on the topics of nutrition and/or physical activity;
- DD. 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 efforts to improve the health of our students, a School Nutrition and Physical Activity Advisory Committee (SNPAAC) shall be formed. It shall be structured in a way that ensures age-appropriate recommendations are made that 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 annually 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.

Members of the District's Board of Directors, school administrators, school nutrition personnel, teacher organizations, parents, students, professional groups (such as nurses), and community members 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 from menus for the National School Lunch Program and other food sold in the school cafeteria on a quarterly basis.

The District will work with the SNPAAC to:

1. Encourage participation in extracurricular programs that support physical activity, such as walk-to-school programs, biking clubs, after-school walking etc.;
2. Encourage the implementation of developmentally appropriate physical activity in after-school childcare programs for participating children;
3. Promote the reduction of time youth spend engaged in sedentary activities such as watching television and playing video games; and
4. Encourage the development of and participation in family-oriented community-based physical activity programs.

The District shall periodically assess, with input from the SNPACC, the District and individual schools' status regarding implementing this policy. The assessment shall be based, at least in part, on:

- a. the extent to which District schools are in compliance with this policy;
 - b. the extent to which this policy compares to other model local school wellness policies; and
 - c. 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 And Body Mass Index For
Age Assessment Protocols

Allowable Competitive Foods/Beverages - Maximum Portion Size List for Middle, Junior
High, and High School

Nutrition Standards for Arkansas Public Schools

SCHOOL, HOME, AND COMMUNITY RELATIONS

6.1—COMMUNICATION GOALS

The single most significant factor in student achievement is the teacher. The teacher's effectiveness is greatly enhanced when supported by the school community as a whole, the student's home, and the community at large. The Arkansas General Assembly and the Department of Education have demonstrated 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:

1. Increase mutual understanding, trust, and support between the District and parents, business, and the community as a whole;
2. Keep District staff regularly informed of upcoming District programs and events as well as noteworthy staff and student accomplishments to enable all the staff to help promote positive public relations;
3. Create and disseminate brochures, flyers, and fact sheets that will help parents and community members better understand school policies and procedures and acquaint them with areas where their volunteer services are most needed;
4. Inform legislators of the accomplishments of the District's students and staff, as well as how proposed legislation could affect the district;

5. Maintain good relations with the news media and provide the media with pertinent news releases; and
6. Increase the participation of parents, grandparents, legal guardians, business, and community members in school activities and programs.

The Board will appoint committees, when appropriate, to help the District examine issues facing it. Such committees may include members of the public, students, parents, and school employees, as well as members of the Board. Members may serve until the committee makes its non-binding recommendations to the Board.

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

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

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

A.C.A. § 6-18-1005(a)(1); 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

6.2—RELATIONS WITH SCHOOL SUPPORT ORGANIZATIONS

The Board recognizes and values the many contributions support organizations make to the District's schools. Parent/teacher organizations and booster clubs work to augment and strengthen the District's educational and extracurricular objectives through the goods and services they provide.

Groups wishing to be recognized as a support organization must have open membership and have their by-laws approved by the school principal, the Superintendent, and the Board. School personnel shall assist approved booster organizations in their efforts to the extent practicable. Meetings of such organizations, cleared through the principal, shall not be subject to school use fees. School staff members are encouraged to attend and participate.

Fund-raising activities are to be approved in advance by the principal or his/her designee. Prior to the donation of equipment and/or supplies to the school, the organization should seek the advice of the principal to help ensure the compatibility of the donation with present school equipment. All equipment donated to the District becomes the property of the District.

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 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

6.4—VOLUNTEERS

Enlisting the support of volunteers is a way in which the District can expand the scope of resources and knowledge available to enrich the students' educational experiences, while strengthening the relationship between the school and the community. Volunteers can also perform non-instructional tasks that allow licensed personnel more time to devote to instruction.

The Superintendent shall be responsible for establishing and maintaining a program to coordinate the services volunteers are willing and able to contribute with the needs of District personnel. The program shall establish guidelines to ensure volunteers are aware of pertinent District policies and rules. Volunteers who violate school policies or rules, or knowingly allow students to violate school rules, may be asked to leave the school campus. The guidelines should also include provision for evaluation of the volunteer program and a method for soliciting suggestions from both the volunteers and staff for its improvement.

All volunteers who intend to act as head coaches or assistant coaches must:

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

A volunteer may act as a head coach in all varsity junior and senior high sports administered by the AAA except in the following sports:

- Football;
- Basketball; and
- Track and field.

Background Checks for Volunteers

For the purposes of this policy, "clear background check" shall mean that a background check was performed, 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 ____ years; a background check renewal must be applied for and a clear background check received prior to the time of renewal or an interruption of permitted volunteer service could occur. A clear background check will be accepted of any individual wishing to volunteer provided it was conducted within the timeframe provided for in this policy.

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.

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.

Clear background checks for school volunteers are 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. In addition to volunteers wishing to participate in the registered volunteers program, clear background checks are required for:

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.

No information relating to the application for or receipt of a criminal background check, including that a background check has or has not been applied for, shall be subject to disclosure under the Arkansas Freedom of Information Act, as provided by A.C.A. §§ 12-12-1601 et seq. Requests for background checks and reports on background checks obtained under this policy shall be retained by the district for a minimum of three (3) years.

The District shall maintain the following information on volunteers:

- a. The total number, location, and duties of all volunteers;
- b. The total number of annual hours of service provided by volunteers; and
- c. Any reimbursements made to volunteers for expenses, transportation, or other costs incurred in connection with volunteer services.

Volunteers will be made aware that the Arkansas Department of Human Services considers volunteers for school districts to be mandated reporters of child maltreatment and will receive training on the responsibilities of a mandated reporter.

Legal References: A.C.A. §§ 6-17-410, 411, 414

A.C.A. § 6-22-101 et seq.; A.C.A. §§ 12-12-1601 et seq.; A.C.A. § 12-18-402

A.C.A. § 12-18-909(g)(21); A.C.A. § 21-13-101 et seq.

6.5—VISITORS TO THE SCHOOLS

Parents, grandparents, legal guardians, business, and community members are welcome and encouraged to visit District schools. To minimize the potential for disruption of the learning environment, visitors, for a purpose other than to attend an activity open to the general public, are required to first report to the school's main office. No one shall be exempt from this requirement. Visitors who are Level 3 or Level 4 sex offenders may only enter a school campus under the provisions listed in Policy 6.10.

Parents and legal guardians are encouraged to participate in regularly scheduled visitation events such as school open houses and parent/teacher conferences. Additional conferences are best when scheduled in advance. Conferences shall be scheduled at a time and place to accommodate those participating in the conference. Visits to individual classrooms during class time are permitted on a limited basis with the principal's prior approval and the teacher's knowledge.

Visitors, including parents, wishing to speak with students 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.

Cross References: For non-adult visitors 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

6.6—FUND RAISING

All fund raising activities held in the District or in the name of the District must be pre-approved in writing by the Superintendent and affected school principal. Approval will be predicated on the potential for return relative to the time and energy to be invested in the fund raising. Fund raising that conflicts excessively with and/or detracts from student or teacher instructional time in either the planning or the execution of the activity will not be approved.

Neither an individual school nor the District shall be liable for any contract between clubs or organizations and third parties.

Student participation in any fund raising activity shall:

- 1) Be voluntary. Students who choose not to participate shall not forfeit any school privileges. It shall not be considered discriminatory to reward those who participate; and

- 2) Not influence or affect the student's grade.

For purposes of this policy, "Door-to-door sales" means the selling of merchandise outside of the child's home and off the school grounds.

Secondary Schools

Fund raising in the secondary schools may only be done by officially sanctioned student clubs, spirit groups, school PTAs, or parent booster clubs. Student clubs and spirit groups must receive written approval from their sponsor and the school principal before submitting the fund raising proposal to the Superintendent.

Door to door fundraising activities are generally discouraged. If approved, students wishing to participate who are under the age of eighteen (18) must return to their sponsor a signed parental notification and permission form.

Elementary Schools (K-6)

Fund raising in the elementary schools may only be done by the school or a school sponsored organization. Door to door fundraising activities are generally discouraged, but there shall be no more than one 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.

- 1) Student participation in fund raising programs is voluntary;
- 2) Students who do not participate will not forfeit any school privileges;
- 3) Students may not participate in fund raising programs without written parental permission returned to school authorities;
- 4) An elementary student who sells fund raising merchandise door to door must be accompanied by a parent or an adult; and
- 5) Unless the school provides supervision, parents must accept responsibility for appropriate adult supervision.

Legal References: A.C.A. § 6-18-1102; A.C.A. § 6-18-1104

6.7—COMPLAINTS

It is a goal of the Board and the District to be responsive to the community it serves and to continuously improve the educational program offered in its schools. The Board or the District welcomes constructive criticism when it is offered with the intent of improving the quality of the system's educational program or the delivery of the District's services.

The Board formulates and adopts policies to achieve the District's vision and elects a Superintendent to implement its policies. The administrative functions of the District are delegated to the Superintendent, who is responsible for the effective administration and supervision of the District. Individuals with complaints concerning personnel, curriculum, discipline (including specific discipline policies), coaching, or the day to day management of the schools need to address those complaints according to the following sequence:

6. Teacher, coach, or other staff member against whom the complaint is directed
7. Principal
8. 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 finding of complaint.

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.

6.9—MEDIA RELATIONS AND NEWS RELEASES

It is important that the District maintain good relations with the media. The Superintendent or his/her designee shall devise and implement a plan for the release of pertinent information to the media regarding educational programs, awards, or other student and staff achievements, and special events. The plan shall not require schools to clear the release of public service announcements through the District Administration prior to their release, but may require schools to obtain the approval of the District Information Office prior to the release of any statistical type data.

The District shall attempt, within reason, to accommodate media requests for interviews and shall endeavor to be fair and impartial in its treatment of media representatives.

The release of information to the media shall be done in a timely manner, either by written releases or by telephone interviews, to keep patrons abreast of newsworthy District achievements and shall strive to be factual and objective with personal opinions duly noted.

The Board encourages students and staff to participate in academic competitions and programs. Awards earned in such endeavors shall be communicated to the media. Award recipients may also be recognized at Board meetings.

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

The Marvell-Elaine 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

6.11—PARENTAL/COMMUNITY INVOLVEMENT - DISTRICT

The Marvell-Elaine 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 affect on promoting higher student achievement. The review shall be done by a committee consisting of parents and other community members, certified and classified staff, and member(s) of the administration.

This policy shall be part of the school's Title I plan and shall be distributed to parents of the district's students and provided, to the extent practicable, in a language the parents can understand.

Legal References: 20 U.S.C. § 6318 (a)(2),(A),(B),(D),(E) (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)

6.12—PARENTAL/COMMUNITY INVOLVEMENT - SCHOOL

Marvell-Elaine 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, Marvell-Elaine High and Marvell-Elaine Elementary 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

13. Involve parents and the community in the development and improvement of Title I programs for the school;
14. Have a coordinated involvement program where the involvement activities of the school enhance the involvement strategies of other programs such as Head Start, HIPPIY, Parents as Partners, Parents as Teachers, ABC, ABC for School Success, area Pre-K programs, and Even Start;
15. 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;
16. 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.
17. 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;
18. 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;
19. 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;
20. Find and modify other successful parent and community involvement programs to suit the needs of our school;
21. Train parents to enhance and promote the involvement of other parents;
22. 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, Marvell-Elaine Schools shall develop a compact that outlines the responsibilities of parents, students, and the school staff in raising student academic achievement and in building the partnerships that will enable students to meet the State's academic standards.

Marvell-Elaine Schools shall convene an annual meeting, or several meetings at varying times if necessary to adequately reach parents of participating students, to inform parents of the school's participation in Title I, its requirements regarding parental involvement, and the parent's right to be involved in the education of their child.

Marvell-Elaine Schools shall, at least annually, involve parents in reviewing the school's Title I program and parental involvement policy in order to help ensure their continued improvement.

This policy shall be part of the school's Title I plan and shall be distributed to parents of the district's students and provided, to the extent practicable, in a language the parents can understand.

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)

BUSINESS AND FINANCIAL MANAGEMENT

7.1—FISCAL YEAR

The District's fiscal year shall begin July 1 and end on the following June 30.

Legal Reference: A.C.A. § 6-20-410

7.2—ANNUAL OPERATING BUDGET

The Superintendent shall be responsible for the preparation of the annual operating budget for the District. The Superintendent shall present the budget to the Board for its review, modification, and approval.

The budget shall be prepared in the electronic format as prescribed by the State Board of Education and filed with the Arkansas Department of Education no later than September 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

7.3—MILLAGE RATE

The Board shall publish one time in some newspaper published in the county in which the district lies¹, at least sixty (60) days in advance of the school election at which the annual ad valorem property tax for the district is decided by the electors, the District's proposed budget, together with a millage rate sufficient to provide the funds necessary for the District's operation.

Legal References: A.C.A. § 6-13-622

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

7.4—GRANTS AND SPECIAL FUNDING

The Superintendent or his/her designee may apply for grants or special funding for the District. Any grants or special funding that require matching District resources shall receive Board approval prior to the filing of the grant's or special resource's application.

7.5—PURCHASES AND PROCUREMENT

Purchases shall be made in accordance with State laws and procurement procedures governing school purchases that are deemed to be in the best interest of the District and are the result of fair and open competition between qualified bidders and suppliers. No bids shall be taken for professional services.

DEFINITIONS

"Commodities" are all supplies, goods, material, equipment, computers, software, machinery, facilities, personal property, and services, other than personal and professional services, purchased on behalf of the District.

“micro-purchases” are purchases with a value of less than three thousand five hundred dollars (\$3,500) when purchased with Federal funds.

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

“Specifications” means a technical description or other description of the physical and/or functional characteristics of a commodity.

Commodities

The superintendent shall develop procedures for the procurement of micro-purchases that provide for the distribution of purchases between eligible vendors to the extent possible.

Purchases of commodities with a purchase price of more than \$10,000.00 require prior Board approval; however, if an emergency exists, the Superintendent may waive this requirement.

The district shall notify in writing all actual or prospective bidders, offerors, or contractors who make a written request to the district for notification of opportunities to bid. The notification shall be made in sufficient time to allow actual or prospective bidders, offerors, or contractors to submit a bid or other appropriate response. The board shall accept bids submitted electronically by email or fax for any and all district purchases, unless specified to be submitted by other means or methods, and except those bids which have been specified to have a designated date upon which the bids shall be opened. The superintendent shall be responsible for ensuring submitted bids, whether written, faxed, or emailed, are retained in accordance with policy 7.15—RECORD RETENTION AND DESTRUCTION.

The district will not solicit bids or otherwise contract for a sum greater than twenty-five thousand dollars (\$25,000) with vendors that are on the “excluded parties list” if the contract is to be paid from federal grant funds.

All purchases for a Federal program with an estimated purchase price between three thousand five hundred dollars (\$3,500) and ten thousand dollars (\$10,000) and all purchases of commodities with an estimated purchase price that 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 the written determination is attached to the purchase order:

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

Prospective bidders, offerors, or contractors may appeal to the district’s superintendent if they believe the district failed to follow district bidding and purchasing policy or state law.

Any award of a contract shall be subject to revocation for ten (10) working days from:

- The initial awarding of the contract; or
- If an appeal is received, resolution of the appeal.

The intent is to provide prospective bidders, offerors, or contractors the opportunity to appeal the bid award if they believe the facts warrant an appeal. Any appeal shall be **in writing by certified mail** and received by the district office, “attention to the superintendent” within seven (7) calendar days following the initial and revocable award of the contract.

If the district receives an appeal of a bid award, they shall notify, in writing, those prospective bidders, offerors, or contractors who have made a written request to the district for notification of opportunities to bid that an appeal has been submitted. The notification shall state:

- that the contract award has been halted pending resolution of the appeal and could be revoked;
- the reasons for the appeal;
- that the recipient of the letter may respond to the protested issues identified in the appeal;
- the date the decision on the appeal will be made and notification sent;
- that if the appeal is upheld, the bidding process will 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.¹⁰

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.

The District reserves the right to extend or renew a contract that was previously awarded under the process governed by this policy and law, provided the extension or renewal meet the following criteria:

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

Professional Services

The District does not use a bidding process when procuring professional services. Instead, when the District needs to procure professional services, the District shall:

1. Select three (3) qualified firms;
2. Determine the most qualified firm by considering, at a minimum, the:
 - Specialized experience and technical competence of the firm with respect to the type of professional services required;
 - Capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
 - Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines; and
 - Firm's proximity to and familiarity with the area in which the project is located;
3. Negotiate a contract for the project with the most qualified firm.

When negotiating a contract, the District and the selected firm shall jointly prepare a detailed, written description of the scope of the proposed services. If the District is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm shall be terminated and the District shall negotiate a contract with the next most qualified firm. In the event the District is unable to negotiate a contract with any of the original selected firms, the District shall reevaluate the necessary professional services, including the scope and reasonable fee requirements, and return to step one.

The District encourages firms who provide professional services to submit annual statements of qualifications and performance data to the District. The District shall request any additional information as needed for a particular public project.

Legal References: A.C.A. § 6-21-301, 303, 304, 305, 306; A.C.A. § 6-24-101 et seq.; A.C.A. § 19-11-801 et seq.
2 C.F.R. § 200.67; 2 C.F.R. § 200.319; 2 C.F.R. § 200.320; 2 C.F.R. § 200.324; 48 C.F.R. § 2.101

7.5F—COMMODITIES BIDDER AFFIDAVIT

MARVELL-ELAINE SCHOOL DISTRICT

PHILLIPS 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

MARVELL-ELAINE SCHOOL DISTRICT

PHILLIPS 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)

7.7—CASH IN CLASSROOMS

No cash or checks are to be left in any classroom overnight. Staff, other than the District bookkeeper, who collect funds in the course of their employment should deposit the funds daily with the bookkeeper. Bookkeepers should deposit daily, unless otherwise directed by the superintendent or business manager.

7.8—PERSONAL PROPERTY

To avoid confusion and the potential for misunderstandings, District staff who bring personal property to school to use in the performance of their jobs should label the items with their names. Any such items should be removed from the school at the close of school each year. The District assumes no responsibility for damage to, or the loss of, personal property brought to District facilities by District staff.

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

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 school facilities the District intends to make available for public use. The fee schedule shall be individualized for each school facility and shall be based on a formula that allows the District to reclaim the actual costs incurred by the District from the use of the facility.

School facilities that do not appear on the District’s fee schedule shall not be available to the public.

The District shall also require **any** non-school related group using a district facility to provide proof of having purchased sufficient active and current general liability insurance to cover the damage to, or the cost to entirely replace the structure(s) and furnishing(s), if necessary due to the loss of, or damage to, District property.

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 or the individual has a valid conceal carry license and leaves the concealed handgun in the individual's locked vehicle.

Legal References: A.C.A. § 6-21-101; A.C.A. § 5-73-119
A.C.A. § 5-73-120; Arkansas Constitution Article 14, § 2

7.11—USE OF SCHOOL FUNDS FOR NON-SCHOOL RELATED PURPOSES

School funds shall not be used for political, charitable, or humanitarian purposes.

No employee of the District shall use school time, school property, school personnel, or school equipment for the purpose of furthering the interests of any political party, the campaign of any political candidate or the advocacy of any political issue or ballot issue whether partisan or non-partisan. School employees may participate as part of a community organization that is renting a school facility for a political purpose so long as the event is not during school time or the employee takes personal or vacation leave, with prior approval of his/her supervisor, for the time the employee is attending the event.

Any school employee found guilty or who pleads guilty, or nolo contendere to the use of District funds to support any ballot measure shall be 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

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.

17. Alcoholic beverages;
18. Entertainment expenses – including sports or sporting events; pay per view or game expenses at motels;
19. Replacement due to loss or theft;
20. Discretionary expenses for items such as clothing or gifts;
21. Medical expenses incurred while on route to or from or at the destination of the reason for the travel; and
22. 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

7.13—MANAGEMENT AND DISPOSAL OF DISTRICT PROPERTY

Definitions

For the purposes of this policy, the following definitions apply:

“Commodities” are all supplies, goods, material, computers, software, machinery and other equipment purchased on behalf of the district having a useful life of more than one 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 AND PROCUREMENT and, to the extent applicable, the procurement requirements of any granting source of funding used to purchase the commodity. The Superintendent shall develop procedures governing the use, management, and dispersal of commodities. At a minimum, the procedures will cover the following topics:

- labeling all commodities
- 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.

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 property. 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.

Except when the District receives and accepts an offer to lease or purchase surplus real property from a purchaser for an amount that exceeds the fair market value through a bid process, an open-enrollment public charter school that draws its students from the District shall have a right of first refusal to purchase or lease for fair market value any of the District's surplus real 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, the county, city, or incorporated town in accordance with the provisions of state law.

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, a city, or incorporated town by the Board of Directors for the following purposes:

- Having the real property preserved, improved, upgraded, rehabilitated, or enlarged by the donee;
- Holding of classes by statutorily authorized education related entities; or
- Providing community programs and beneficial educational services, social enrichment programs, or after-school programs.

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. § 6-23-501A.C.A. § 6-24-101–107; 34 CFR § 80.3 – 80.52; 34 CFR § 80.31; 34 CFR § 80.32(d)(e)

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 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 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—CERTIFIED PERSONNEL CELL PHONE USE

4.47— POSSESSION AND USE OF CELL PHONES, BEEPERS, ETC.

8.25— CLASSIFIED PERSONNEL CELL PHONE USE

Legal References: IRC § 132(d)

IRC § 274(d)

IRC § 280F(d)(4)

IRS Publication 15 B

7.15—RECORD RETENTION AND DESTRUCTION

It is necessary to maintain district records in a manner that provides for efficient document storage and retrieval and is conducive to eliminating unnecessary record retention. Due to the variety of records that may need to be retained and accessed, the superintendent shall ensure that all staff receive appropriate training to understand this policy. Staff shall also understand the possible ramifications to the district and/or themselves for failure to properly maintain records and follow the requirements contained in this policy.

Definitions

"Directly or directly interested" (hereinafter "directly") means receiving compensation or other benefits personally or to an individual's household from the person, business, or entity contracting with the District.

"Indirectly or indirectly interested" (hereinafter "indirectly") means that a family member, business, or other entity in which the individual or a family member has a financial interest will receive compensation or benefits.

"Record" is defined for the purposes of this policy, as an item or items, whether electronic or material, that are created by, at the request of, or received by and purposefully retained by a board member, administrator, or employee in the ordinary course of District business. Examples include, but are not limited to:

- Any kind of correspondence;
- Calendars;
- Computer files and documents (which may include drafts);
- Telephone logs;
- Expense records;
- Audio or video recordings that are created for the purpose of monitoring the security of District property or the safety of District students;
- Documentation related to transactions or contracts for:
 - Services with Board members, administrators, employees, or members of their families covered under the statutorily defined ethical restrictions associated with a contract for services provided for the District involving a Board member, administrator, or employee who "directly or indirectly" benefits from the contract;
 - An exemption granted by the Arkansas Department of Education (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.

- a. Board of Education Minutes – forever
- b. Personnel files – forever
- c. Student files – until the student receives a high school diploma or its equivalent, or is beyond the age of compulsory school attendance
- d. Student records of attendance/graduation – forever
- e. Financial Records – five (5) years
- f. Documentation, including letters of approval, related to transactions or contracts for services covered by this policy and Arkansas statutes for Board members or members of their families or for waivers granted to District employees - thirteen years
- g. Documentation relating to payments or reimbursements made by a vendor on behalf of a board member, administrator, or employee for travel, lodging, food, registration, entertainment, or other expenses—Three (3) years
- h. Employment applications, including applicant lists, applicant interview evaluations, documentation in response to requests for reasons for a failure to be interviewed and/or hired, and hiring determinations - five (5) years
- i. Expenditures made with federal grant monies— governed by the terms of each grant
- j. Video Surveillance Recordings – the timeline established in Policy 4.48—VIDEO SURVEILLANCE
- k. Emails – whatever the district's policy is on this subject
- l. Documents filed with the IRS, including those required in Policy 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. When the superintendent or designee makes the decision to cease the routine disposal of records, staff affected by the decision shall be promptly informed of the decision and of the nature of records that are to be retained. Such records shall be retained until the superintendent or designee has authorized their destruction. Employee training on the district's records retention schedule shall specifically include information on the records that may need to be retained due to pending disciplinary or legal actions which otherwise are subject to routine disposal. If an employee has doubt about the need to retain any record otherwise scheduled for destruction, he/she shall consult with the superintendent or designee prior to destroying such records.

The records' storage system devised by the superintendent and designee(s) shall be organized in a manner that enables the efficient retrieval of data and documents. The district shall have adequate backup of critical data which is stored electronically. 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.

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

7.16—INFORMATION TECHNOLOGY SECURITY

The superintendent shall be responsible for ensuring the district has the necessary components in place to meet the district's needs and the state's requirements for information technology (IT) security. To aid the superintendent in creating, monitoring, and updating the District's IT Security system, the superintendent shall appoint an information security officer (ISO). The ISO shall be responsible for:

- a) Overseeing the District-wide IT security system;
- b) Development of District IT policies and procedures;
- c) Development and leading of employee training on the IT Security requirements;
- d) Ensuring compliance with the adherence to the Arkansas Department of Education (ADE) IT Security standards.

The ISO shall work with other IT staff, the superintendent, and district management appointed by the superintendent to develop a District IT Security system necessary to meet the requirements of this policy and ADE's standards. The IT security system shall contain the necessary components designed to accomplish the following:

1. The District IT security system shall contain mechanisms, policies, procedures, and technologies necessary to prevent disclosure, modification, or denial of sensitive information.

For the purposes of the IT Security system, "sensitive data" is any and all student and employee data that is either personally identifiable information (PII) or any non PII information that, if assembled together, would allow a reasonable person to identify an individual. Sensitive data includes, but is not limited to:

- Student personally identifiable information, except as allowed by the Family Educational Rights and Privacy Act (FERPA); and

- Employee personally identifiable information, except as required by Ark. Code Ann. § 6-11-129.

All District employees having access to sensitive information shall receive annual IT security training, which shall emphasize the employee's personal responsibility for protecting student and employee information.

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.

User workstations shall not be left unattended when logged into sensitive systems or data that includes student or employee information. Workstation settings shall be set for automatic log off and require a password for the system to restore from screensavers.

All equipment that contains sensitive information shall be secured to deter theft. No sensitive data shall be retained on laptops and/or remote devices (home computer, thumbdrives, cell phones, CDs, etc.) unless it is encrypted in accordance with the Arkansas State Security Office's Best Practices.

Server rooms and telecommunication rooms/closets shall be protected by appropriate access control. The rooms shall be segregated from general school or District office areas to restrict access. Server room access control shall be enforced using keys to allow unescorted access only to IT or management staff who require the access to perform their job functions.

3. Network perimeter controls will be implemented to regulate traffic moving between trusted internal (District) resources and external, untrusted (internet) entities. All network transmission of sensitive data shall enforce encryption where technologically feasible.

The District shall maintain a network configuration management program that includes at a minimum:

- a) A network diagram identifying all connections, addresses, and purpose of each connection including management approval of all high risk internet facing ports such as mail (SMTP/25), file transport protocol (FTP/20-21), etc.
- b) All public facing (internet) servers and workstations segmented on a demilitarized zone (DMZ) that keeps them separate from the internal District network. Segmentation shall be through firewall³.

All wireless access shall require authentication. The DISTRICT wireless networks will deploy network authentication and encryption in compliance with the Arkansas State Security Office's Best Practices. Scans for rogue wireless devices will be conducted at a minimum monthly. Any Rogue wireless device shall be disabled.

Remote access with connectivity to the District internal network shall be achieved using encryption.

Appropriate WARNING BANNERS shall be implemented for all access points to the District internal network.

4. System and application access will be granted based upon the least amount of access to data and programs required by the user in accordance with a business need-to-have requirement.

The District shall enforce strong password management for:

- Employees and contractors as specified in Arkansas State Security Office Password Management Standard.
- Students as specified in Arkansas State Security Office K-12 Student Password Management Best Practice.

User access shall be limited to only those specific access requirements necessary for an employee to perform his/her job functions. Where possible, segregation of duties shall be utilized to control authorization access.

User access shall be granted and terminated upon timely receipt of a documented access request/termination. All access requests shall require approval by the ISO or designee. Ongoing access shall be reviewed for all users at a minimum annually.

Audit and log files shall be generated and maintained for at least ninety (90) days for all critical security-relevant events, including but not limited to:

- Invalid logon attempts;
- Changes to the security policy/procedures; and
- Failed attempts to access objects by unauthorized users.

IT administrator privileges for operating system(s), database(s), and applications shall be limited to the minimum number of staff required to perform these sensitive duties.

5. Application development and maintenance for in-house developed student or financial applications will adhere to industry processes for segregating programs and deploying software only after appropriate testing and management approvals.

Any custom-built student or financial applications or supporting applications that interface, integrate with, or provide queries and reporting to/from student or financial systems shall be developed using a system development life cycle approach that incorporates at a minimum:

- a) Planning, requirements, and design;
- b) User acceptance testing (UAT);
- c) Code reviews; and
- d) Controlled migration to production.

Any changes to core or supporting applications that provide student or financial processing or reporting shall be implemented in a controlled manner that includes at a minimum:

- Documentation of any change, including changes to both infrastructure and application;
- Management approval of all changes; and
- Controlled migration to production, including testing as appropriate.

6. Monitoring and responding to IT related incidents will be designed to provide early notification of events and rapid response and recovery from internal or external network or system attacks.

The District shall develop and maintain an incident response plan to be used in the event of system compromise that shall include:

- a) Emergency contacts;
- b) Incident containment procedures; and
- c) Incident response and escalation procedures.

7. To ensure continuous critical IT services, the District ISO will develop a business continuity/disaster recovery plan appropriate for the size and complexity of the District IT operations.

The district-wide business continuity plan shall include at a minimum:

- Procedures for performing routine backups at least weekly and the storage of backup media at a secured location other than the server room or adjacent facilities. Backup media shall be stored off-site a reasonably safe distance from the primary server room and retained in a fire resistant receptacle.
- A secondary backup processing location, such as another School or District building, shall be identified.
- A documented calling tree with emergency actions to include:
 - Recovery of backup data;
 - Restoration of processing at the secondary location; and
 - Generation of student and employee listings to ensure an accurate head count.

8. Server and workstation protection software will be deployed to identify and eradicate malicious software attacks such as viruses, spyware, and malware.

Spyware and virus protection software shall be installed, distributed, and maintained on all production platforms, including:

- a) File/print servers;
- b) Workstations;
- c) Email servers;
- d) Web servers; and
- e) Application and database servers.

Malicious software protection shall include:

- Weekly update downloads;
- Weekly scanning;
- The malicious software protection to be in active state (realtime) on all operating servers/workstations.

All security-relevant software patches shall be applied within thirty (30) days and critical patches shall be applied as soon as possible.

Legal Reference: Commissioner's Memo RT-15-010

7.17—FOOD SERVICE PREPAYMENT

The district does not offer credit for food items purchased in the school cafeteria; payment for such items is due at the time the food items are received. Staff, students, or parents choosing to do so may pay weekly or monthly in advance for meals.

7.18—DISPOSAL OF NON-NEGOTIATED CHECKS OR UNCLAIMED PROPERTY

State law specifies how the district is to dispose of retained funds in the form of issued but non-negotiated checks that have been not been presented for payment within one calendar year. The district shall dispose of these retained funds in accordance with the law and remit the amount of all non-negotiated checks to the Unclaimed Property Division of the Arkansas Auditor's Office.

The district shall make a good faith effort to return physical items that have been left on district property to their rightful owners. When contact information is known for the owner of an item of a non-perishable nature left at the district, the district shall use the information to attempt to contact the owner to inform him/her of the location of the item. Owners of such items shall be given at least three weeks¹ to pick up the item he/she left at the district. If the owner fails to pick up the item within the time allotted, the district may dispose of the item in a manner of its choosing.

The district is under no obligation to retain an abandoned, perishable item left on district property.

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

7.19—SERVICE ANIMALS IN DISTRICT FACILITIES

In accordance with the provisions of the Americans with Disabilities Act and Arkansas statutes, service dogs and trained miniature horses (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. 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.

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 any 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.

Legal References: 28 CFR § 35.104

28 CFR § 35.136; 28 C.F.R. § 36.302; A.C.A. § 20-14-304; A.C.A. § 20-14-308

7.20—ELECTRONIC FUND TRANSFERS

District funds shall only be disbursed by the district treasurer upon the receipt of checks or warrants signed by the District Board of Directors' Disbursing Officer and the Superintendent or through the electronic transfer of funds. Any electronic transfer of funds must be initiated by the District and authorized in writing by both the Disbursing Officer of the school district Board of Directors and the Superintendent.

For the purposes of this policy, "initiated by the District" means the District controls both the timing and the amount of the funds transfer.

The district treasurer shall maintain evidence of authority for the disbursement in the form of invoices, payrolls that conform with written contracts on file in his/her office, or other appropriate documentation indicating an authority to disburse District funds.

"Other appropriate documentation" includes one-time, signed authorization for recurring transactions. The Board of Directors Disbursing Officer must pre-authorize the electronic transfer of funds for non-recurring transactions which can be accomplished by a signed authorization or an email authorizing such a disbursement of funds.

Cross Reference: 1.16 —DUTIES OF BOARD DISBURSING OFFICER

Legal References: A.C.A. § 6-13-701(e) Commissioner's Memo Com-12-036

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 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.

Legal Reference: A.C.A. § 25-1-121

7.22—PRIVATE SPONSORSHIP OF EXTRACURRICULAR EVENTS

The Superintendent, or designee, may negotiate for the private sponsorship of an event to take place during the time allotted for a half-time break of any of the District's interscholastic activities. The amount of time for a half-time break shall not be extended for the event.

The school district shall not discriminate against potential sponsors based on political affiliation, religion, or perceived message. The superintendent, or designee, may decline sponsorship for any of the following reasons:

- The sponsored event would conflict with school or school group presentations;
- The proposed event would be logistically impracticable due to the estimated time, required materials for the event, or for other reasons associated with the implementation of the event;
- The proposed event would make continuation of the interscholastic activity impracticable due to residual mess/trash resulting from the activity; or
- The proposed event would present an unacceptable safety risk to students or viewing audience.

The superintendent's, or designee's, decision to accept or decline the proposed sponsored event shall be final.

Any potential sponsor shall be required to demonstrate proof of an in force, minimum face value one million dollar (\$1,000,000) general liability insurance policy that would cover the event. The sponsor must also agree to indemnify the school against any damages to school property, school employees, students, or bystanders that arise as a result of the sponsored event as well as from any law suits that are filed in response to such damages.

There shall be no live or recorded speech, music, or other media provided by the sponsor used during the sponsored event. A member of the school's administration shall announce the name of the sponsor of the event and shall be present to assist in conducting the event. The school administrator shall be a neutral participant and shall only make content neutral statements during the event. To meet this standard, the administrator shall not promote or act in a manner that creates the appearance, or that could give the impression, that the District sponsors, endorses or otherwise agrees with the product, person/group, or event being promoted by the sponsor. No school employee may act as the representative of a sponsor or wear attire/apparel that is provided by the sponsor or that could be interpreted as promoting the sponsor's interests. Employees or representatives of/affiliated with the sponsor may be present at the event and stand with the member of school administration who is announcing and conducting the event; such employees/representatives of the sponsor may wear clothing identifying them as sponsors of the event.

The superintendent, or designee, shall have the authority to regulate the time, place, and manner of the distribution of promotional materials by the event sponsor. "Promotional materials" includes, but is not limited to, pamphlets, pens/pencils, sports equipment (whether miniature or full sized), or clothing. The event sponsor shall provide the superintendent, or designee, with a complete list of the types of promotional materials the event sponsor intends to distribute at the event so that the superintendent, or designee, may make an informed decision on the time, place, and manner of distribution that would result in the least amount of disturbance with the interscholastic activity.

The superintendent, or designee, should take the following into account when determining the best time, place, and manner of distribution of promotional materials:

- Whether the promotional materials could be a distraction to participants in the interscholastic activity due to the promotional material emitting light or noise;
- Whether the promotional materials have a high possibility of being able to be used against participants of the interscholastic activity to attempt to alter the outcome of the activity;
- The possibility that the promotional materials would be left by recipients to become litter; and
- The possibility that the promotional materials would divert the attention of the audience from the interscholastic activity.

The superintendent, or designee, shall limit the distribution of promotional materials to audience members when they are entering the school building/arena, during the sponsored half-time event, and/or when they are leaving the school building/arena. The superintendent's, or designee's, restrictions on the time, place, and manner of promotional materials shall be final.

Any funds received through private sponsorship shall be placed in the District's Activity Account. The superintendent, or designee, should follow the policy for receiving public gifts or donations when negotiating the sponsorship amount, as set forth in policy 6.3—Public Gifts and Donations to the Schools.

Cross Reference: Policy 6.3 —Public Gifts and Donations to the Schools

7.22F—EVENT SPONSOR AGREEMENT

The Marvell-Elaine School District (hereafter “District”) and _____ (hereafter “Sponsor”) agree that Sponsor shall be permitted to sponsor an event to take place during the half-time break of the interscholastic activity that is scheduled on _____.

Sponsor promises to pay to District the amount of _____ for the privilege of being announced as the sponsor of the above event.

Sponsor agrees to abide by District’s time, place, and manner restrictions on the distribution of all promotional materials related to the above sponsored event.

Sponsor has provided District proof of an in force, minimum face value one million dollar (\$1,000,000) general liability insurance policy that will cover the above event.

I, _____, acting as a lawful an authorized representative of Sponsor, certify that I have the authority to enter into this agreement, and authorize payment to District. I understand that the half-time event will not be scheduled until this agreement is fully executed and full payment under this agreement has been received by District.

Indemnification Agreement

Sponsor promises to indemnify, hold harmless, and defend District, its agents and employees from any lawsuits, causes of action, claims, liabilities, and damages of any kind or nature, including, but not limited to: attorney’s fees and costs arising from this contract, whether such attorney’s fees and costs are attributable in whole or in part to any act, omission, or negligence of District, it’s agents or employees, and including, but not limited to, any and all lawsuits, causes of action, claims, liabilities and damages, as provided above which District, its agents or employees may sustain by reason of any failure by Sponsor to indemnify as provided herein, or any failure by Sponsor to otherwise perform its obligations pursuant to this Contract, or by reason of the injury to or death of any person or persons or the damage to, loss of use of or destruction of any property resulting from this agreement.

I, _____, acting as a lawful an authorized representative of Sponsor, certify that I have read, understood, and accept the above indemnification agreement.

Sponsor Representative’s Signature

Date

I, _____, acting as a lawful and authorized representative of District certify that Sponsor has tendered the promised amount and has met all the requirements to be a sponsor as set forth in District Policy 7.22—PRIVATE SPONSORSHIP OF EXTRACURRICULAR EVENTS.

District Representative’s Signature

Date

Definitions

“Dependant”, for purposes of this policy, means an employee’s child(ren) and/or spouse who are enrolled by the employee in health care coverage through the District’s health care plans.

“Full-time employee”, for purposes of this policy, means an employee in a position requiring on average thirty (30) hours of actual performance per week during the annual school year.

“Responsible individual” means a primary insured employee who, as a parent or spouse, enrolls one or more individual(s) in health care coverage through the District’s health care plans.

"Variable hour employee", for the purposes of this policy, means an individual who has no base minimum number of hours of performance required per week.

Health Insurance Enrollment

All full time District employees are eligible to enroll themselves; their spouse, so long as the spouse is not otherwise eligible for insurance through his/her employer's sponsored plan; and their child(ren) in one of the insurance plans through the Public School Employee Life and Health Insurance Program (PSELHIP). Variable hour employees are not eligible to enroll in a PSELHIP plan. If a variable hour employee's measurement period finds that the employee averaged thirty (30) or more hours per week, then the employee is treated as a full time employee rather than a variable hour employee and is eligible for health insurance. New full time employees have sixty (60) days following the start date of the employee's contract to elect to enroll in a PSELHIP plan; all new employees shall be informed in writing of the start date of the employee's contract and that the employee has sixty (60) days from that date to elect PSELHIP coverage. Coverage for new employees who choose to enroll in a PSELHIP plan shall take effect on the first of the month following the date on the enrollment application. Coverage shall be in effect until the end of the calendar year. Employees who experience a Qualifying Status Change Event have sixty (60) days from the date of the Qualifying Status Change Event to file an application to change coverage information. All employees who continue to be eligible may elect to continue coverage and make changes to their PSELHIP plan for the following plan year during the yearly open enrollment period.

The District shall ensure all employees are provided education annually on the advantages and disadvantages of a consumer-driven health plan option and effective strategies of using a Health Savings Account (HSA).

District Contribution to Premiums

At a minimum, the District shall distribute the statutorily required contribution rate to all employees who are enrolled in one of the PSELHIP plans, which shall include any mandatory increases to the contribution rate due to increases to the salary schedule. In accordance with the State Health Insurance Portability Rules (SHIP), the District shall continue to pay the premium contribution for an employee who transfers to another Arkansas school district that also participates in the SHIP through August 31 of the calendar year the employee leaves the district so long as the employee:

- 1) Completes his/her contract with the District;
- 2) Provides the District with notice that the employee is transferring to another district by no later than June 15;
- 3) Provides the District with proof of employment at another Arkansas district; and
- 4) Has the employee portion of the premium removed from his/her end-of-year checks or pays the District business office the employee portion of the premium by the 15th of both July and August.

Measurement Method of Employee Hours

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

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".

IRS Returns

The District will electronically file with the IRS by March 31 of each year the forms required by the IRS on the health insurance coverage of each full-time employee for the previous calendar year, whether or not the full-time employee participates in a health insurance plan through the PSELHIP.

Statement of Return

The District shall send to each full-time employee a Statement of Return (Statement) regarding the IRS Return filed on the employee. The Statement shall contain: The District's name, address, and Employer Identification Number (EIN) as well as a copy of the IRS Return filed on the employee. The District shall send a copy of the Statement to the employee on or before January 31 of the calendar year following the calendar year the information in the Statement covers. The District shall send only one Statement to the household of an employee who meets the definition of a responsible individual that will include all requisite information for both the responsible individual and the responsible individual's dependant(s). The Statement will be mailed to the employee's address on record.

Record Retention

The District shall maintain copies of the Statements sent to employees in accordance with the requirements for documents transmitted to the IRS in Policy 7.15—RECORD RETENTION AND DESTRUCTION.

Cross Reference: 7.15—RECORD RETENTION AND DESTRUCTION

Legal References: A.C.A. § 6-17-1117; A.C.A. § 21-5-401 et seq.; 26 C.F.R. § 54.4980h-0 et seq.
26 C.F.R. § 31.6001-1; 26 C.F.R. § 301.6056-1

7.24—ADVERTISING ON SCHOOL BUSES

Under the authority granted by A.C.A. § 6-19-129 and the Commission for Arkansas Public School Academic Facilities and Transportation Rules Governing Advertising on School Buses:

Option 1: The District has chosen **NOT** to permit the selling of advertising space on District owned school buses and shall **NOT** use the space provided by law for any purpose.

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

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

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

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

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

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

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

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

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

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

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

Approved advertisements may be placed:

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

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

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

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

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

Cross References: 6.9—MEDIA RELATIONS AND NEWS RELEASES
7.5—PURCHASES AND PROCUREMENT

Legal References: A.C.A. § 6-19-129
A.C.A. § 7-1-111
Commission for Arkansas Public School Academic Facilities and Transportation Rules
Governing Advertising on School Buses

CLASSIFIED PERSONNEL POLICIES

8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

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. 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.

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.

Cross Reference: Policy 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-17-2203
A.C.A. § 6-17-2301
ADE Rules Governing School District Requirements for Personnel Policies, Salary Schedules, Minimum Salaries, and Documents Posted to District Websites

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.

8.3—EVALUATION OF CLASSIFIED PERSONNEL BY RELATIVES

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

8.4—CLASSIFIED EMPLOYEES 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 drivers license for driving a school bus;
2. Have undergone a physical examination, which shall include a drug test, by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certificate of school bus driver in service training.

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

Methods of Testing

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

Definitions

"Safety sensitive function" includes:

- 6) All time spent inspecting, servicing, and/or preparing the vehicle;
- 7) All time spent driving the vehicle;
- 8) All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
- 9) All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

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

4. Is designed to carry more than ten (10) passengers;
5. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
6. Is operated for the transportation of students from home to school, from school to home, or to and from school events.

Requirements

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

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

Prohibitions

EE. 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;

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

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

Testing for Cause

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

Refusal to Submit

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

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

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

Consequences for Violations

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

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

If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period no less than 24 hours from the time the test was

administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

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

8.5—CLASSIFIED EMPLOYEES 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. “Excessive Sick Leave” is absence from work , whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
4. “Grossly Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds 10% of the employee’s contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
5. “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.
6. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.
7. “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, 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.

Pay for sick leave shall be at the employee’s daily rate of pay, which is that employee’s 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 discipline up to and including termination.

If the employee’s absences are excessive or grossly excessive as defined by this policy, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the contract of employment. The superintendent

shall have the authority when making his/her determination to consider the totality of circumstances surrounding the absences and their impact on district operations or student services.

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 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 accumulated sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accumulated sick leave, vacation or personal leave. See 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.

Cross References: 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.

8.6—SICK LEAVE BANK—CLASSIFIED EMPLOYEES

A sick leave bank is established for the purpose of permitting classified employees, upon approval, to obtain sick leave in excess of accumulated and current sick leave, when the classified employee has exhausted all such leave. Only those classified employees who contribute to the sick leave bank during a given contract year shall be eligible to withdraw from the sick leave bank.

The Superintendent shall appoint a Classified Sick Leave Bank Committee. That committee shall consist of six (6) members: five (5) classified employees¹ and one (1) principal.

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

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

Withdrawals

The Committee may, but is not obligated to, grant sick leave up to ten days per contract year for personal or family illness, disabilities or accidents (not including accidents for which the employee is receiving Workers' Compensation), which cause the employee to be absent from work and when the employee has exhausted all accumulated and current sick leave.

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

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

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

Spousal Donations

District employees who are a legally married couple are eligible to utilize each other's sick leave. Written permission must be received for each day of donated sick leave. If the employees are paid at different rates of pay, the lesser rate of pay shall be used for the purpose of the donated sick leave days.

Legal Reference: A.C.A. § 6-17-1306

8.7—CLASSIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. The leave may be taken in increments of no less than ½ days.

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:

3. Athletic or academic events related to a public school district; and
4. 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/her supervisor at least twenty-four (24) hours prior to the time of the requested leave. The twenty-four hour requirement may be waived by the supervisor when the supervisor deems it appropriate.

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's 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/District.

Legal Reference: A.C.A. § 6-17-211

8.8—CLASSIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS

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

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

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

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

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

8.9—PUBLIC OFFICE—CLASSIFIED PERSONNEL

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

No 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.

Cross Reference: Policy 8.17—Classified Personnel Political Activity

Legal Reference: A.C.A. § 6-17-115

8.10—JURY DUTY—CLASSIFIED PERSONNEL

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

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

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

Legal Reference: A.C.A. § 16-31-106

8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA

The Marvell-Elaine School District shall comply with those portions of the Fair Labor Standards Act (FLSA) that relate to the operation of public schools. The FLSA requires that covered employees receive compensation for each hour worked at greater than or equal to the applicable minimum wage for workweeks of less than or equal to forty (40) hours. It also requires that employees be compensated for workweeks of greater than forty (40) hours at one and a half (1 ½) times their regular hourly rate of pay, either monetarily or through compensatory time off.

Definitions

“Covered Employees” (also defined as non-exempt employees) are those employees who are not exempt, generally termed classified, and include bus drivers, clerical workers, maintenance personnel, custodians, transportation workers, receptionists, paraprofessionals, food service workers, secretaries, and bookkeepers.

“Exempt Employees” are those employees who are not covered under the FLSA because the employee’s:

- A. Primary job duties are considered to be exempt eligible due to being administrative or professional in nature. Examples include teachers, counselors, registered nurses, and supervisors; and
- B. Salary meets or exceeds a minimum weekly/annual amount.

Any employee who is unsure of their coverage status should consult with the District’s Administration.

“Overtime” is hours worked in excess of forty (40) per workweek. Compensation given for hours **not** worked such as for holidays or sick days do **not** count in determining hours worked per workweek.

“Regular Rate of Pay” includes all forms of remuneration for employment and shall be expressed as an hourly rate.^FFor those employees previously paid on a salary basis, the salary shall be converted to an hourly equivalent. Employees shall be paid for each and every hour worked.

“Straight time pay” is the amount of hourly compensation an employee receives for each hour worked during that week.

“Workweek” is the seven day consecutive period of time from 12:00AM on Sunday to midnight on the following Saturday. Each workweek is independent of every other workweek for the purpose of determining the number of hours worked and the remuneration entitled to by the employee for that week.

Employment Relationships

The District does not have an employment relationship in the following instances:

- 1. Between the District and student teachers;
- 2. Between the District and its students; and
- 3. Between the District and individuals who as a public service volunteer or donate their time to the District without expectation or promise of compensation.

The District does not have a joint employment relationship in the following instances:

- a. Between the District and off-duty policemen or deputies who are hired on a part-time basis for security purposes or crowd control. The District is separate from and acts independently of other governmental entities.
- b. Between the District and any agency contracted with to provide transportation services, security services, substitute teachers or other temporary employees, or other services.

Hours Worked

Employees shall be compensated for all the time they are required to be on duty and shall be paid for all hours worked each workweek. Employees shall accurately record the hours they work each week.

The District shall determine the manner to be used by employees to accurately record the hours they work. Each employee shall record the exact time they commence and cease work including meal breaks. Employees arriving early may socialize with fellow workers who are off the clock, but shall not commence working without first recording their starting time.

Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working. Employees who do not start and end their workday at the same site shall carry a time card or sheet with them to accurately record their times. They shall turn in their time sheets or cards to their immediate supervisor no later than the following Monday morning after reviewing them to be sure that they accurately reflect their hours worked for that week.

Each employee is to personally record his or her own times. Any employee who signs in or out (or who punches a time clock) for another employee or who asks another employee to do so for him or her will be dismissed.

Employees whose normal workweek is less than forty (40) hours and who work more than their normal number of hours in a given workweek may, at the District's option, be given compensatory time for the hours they worked in excess of their normal workweek in lieu of their regular rate pay. Compensatory time given in this manner shall be subject to the same conditions regarding accumulation and use as compensatory time given in lieu of overtime pay.

Breaks and Meals

Each employee working more than twenty (20) hours per week shall be provided two (2), paid, fifteen (15) minute duty free breaks per workday.

Meal periods which are less than thirty (30) minutes in length or in which the employee is not relieved of duty are compensable. Employees with a bona fide meal period shall be completely relieved of their duty to allow them to eat their meal, which they may do away from their work site, in the school cafeteria, or in a break area.

The employee shall not engage in any work for the District during meal breaks except in rare and infrequent emergencies.

Covered employees who work thirty-five (35) hours a week and receive a duty free meal period shall not be entitled to receive the two (2) paid breaks for working more than twenty (20) hours.

Overtime

Covered employees shall be compensated at not less than one and a half (1.5) times his or her regular rate of pay for all hours worked over forty (40) in a workweek. Overtime compensation shall be computed on the basis of the hours worked in each week and may not be waived by either the employee or the District. Overtime compensation shall be paid on the next regular payday for the period in which the overtime was earned.

The rate of overtime pay for employees who work two (2) or more jobs for the District at different rates of pay shall be determined by creating a weighted average of the different rates (a.k.a. blended rate). The weighted average will be calculated by multiplying the number of hours worked during that week for each position by the position's rate of pay, combining the resulting amounts for each position (straight time pay), and dividing the straight time pay by the total number of hours the employee worked in that week. The weighted average will then be multiplied by one half (0.5), which will then be multiplied by the number of hours the employee worked that week over forty (40).

Provided the employee and the District have a written agreement or understanding before the work is performed, compensatory time off may be awarded in lieu of overtime pay for hours worked over forty (40) in a workweek and shall be awarded on a one-and-one-half (1 1/2) time basis for each hour of overtime worked. The District reserves the right to determine if it will award compensatory time in lieu of monetary pay for the overtime worked. The maximum number of compensatory hours an employee may accumulate at a time is twenty (20). The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the District.

An employee whose employment is terminated with the District, whether by the District or the employee, shall receive monetary compensation for unused compensatory time. Of the following methods, the one that yields the greatest money for the employee shall be used.

1. The average regular rate received by the employee during the last 3 years of employment. Or
2. The final regular rate received by the employee.

Overtime Authorization

There will be instances where the district's needs necessitate an employee to work overtime. It is the Board's desire to keep overtime worked to a minimum. To facilitate this, employees shall receive authorization from their supervisor in advance of working overtime except in the rare instance when it is unforeseen and unavoidable.

All overtime worked will be paid in accordance with the provisions of the FLSA, but unless the overtime was pre-approved or fit into the exceptions noted previously, disciplinary action shall be taken for failure to follow District policy. In extreme and repeated cases, disciplinary action could include the termination of the employee.

Leave Requests

All covered employees shall submit a leave request form prior to taking the leave if possible. If a request for leave was not possible in advance due to unforeseen or emergency circumstances, the leave form shall be turned in the day the employee returns to work. Unless specifically granted by the Board for special circumstances, the reason necessitating the leave must fall within District policy.

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form. Leave may be taken in a minimum of four (4) hour increments.

Record Keeping and Postings

The District shall keep and maintain records as required by the FLSA for the period of time required by the act.

The District shall display minimum wage posters where employees can readily observe them.

Cooperation with Enforcement Officials'

All records relating to the FLSA shall be available for inspection by, and District employees shall cooperate fully with, officials from the Department of Labor (DOL) and/or its authorized representatives in the performance of their jobs relating to:

- a. Investigating and gathering data regarding the wages, hours, and other conditions and practices of employment;
- b. Entering, inspecting, and/or transcribing the premises and its records;
- c. Questioning employees and investigating such facts as the inspectors deem necessary to determine whether any person has violated any provision of the FLSA.

Legal References: ^A: 29 USC § 206(a), ACA § 6-17-2203; ^B: 29 USC § 207(a)(1), 29 CFR § 778.100
^C: 29 USC § 207(o), 29 CFR § 553.50; ^D: 29 USC § 213(a), 29 CFR §§ 541 et seq.
^E: 29 CFR § 778.218(a); ^F: 29 USC § 207(e), 29 CFR § 778.108
^G: 29 CFR § 778.105 ^H: 29 CFR §§ 785.9, 785.16
^I: 29 CFR § 516.2(7); ^J: 29 CFR §§ 785.1 et seq.
^K: A.C.A. § 6-17-2205 and 2207; ^L: 29 CFR §§ 785.19
^M: 29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20 – 553.32
^N: 29 CFR § 778.106; ^O: 29 USC § 207(g)(2), 29 CFR § 778.115
^P: 29 USC § 207(o)(2)(A), 29 CFR § 553.23; ^Q: 29 CFR § 553.20
^R: 29 USC § 207(o)(4), 29 CFR § 553.27
^S: 29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50
^T: 29 CFR § 516.4; ^U: 29 CFR §§ 516.5, 516.6; ^V: 29 USC § 211(a)(b)

8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

When a classified employee is additionally employed by the District by a contract for a second classified position or to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary position employment contract shall prevail over all other employment duties unless the needs of the district dictate otherwise. If there

is a conflict between the expectations of the primary position and any other contracted position, the employee shall notify the employee's building principal as far in advance as is practicable. The Building principal shall verify the existence of the conflict by contacting the supervisor of the secondary contracted position. The building principal shall determine the needs of the district on a case-by-case basis and rule accordingly. The principal's decision is final with no appeal to the Superintendent or the School Board. Frequent conflicts or scheduling problems could lead to the non-renewal or termination of the conflicting contract of employment or the contract to perform the supplementary duties.

For employees who work two or more jobs for the District, the superintendent or designee shall specify which is the employee's primary job. If circumstances change, the determination can be changed to reflect the current needs of the District. Furthermore, if on any given day, one of the employee's jobs requires more hours worked than is customary, the District reserves the right to lessen the number of hours the employee may work in his/her other job such that the employee does not exceed forty (40) hours worked in that week.

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.

Cross References: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE

8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

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

8.13—CLASSIFIED EMPLOYMENT

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

If the employee provides false or misleading information, or if he/she withholds information to the same effect, it may be grounds for dismissal. In particular, it will be considered a material misrepresentation and grounds for termination of contract of employment if an employee's 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.

An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity.

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

Inquiries on non discrimination may be directed to Federal Programs Coordinator, who may be reached at (870) 8829-2101.

For further information on notice of non-discrimination or to file a complaint, visit

<http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

In accordance with Arkansas law⁵, the District provides a veteran preference to applicants who qualify for one of the following categories:

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

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

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

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

1. Indicate on the employment application the category the applicant qualifies for;
2. Attach the following documentation, **as applicable**, to the employment application:
 - Form DD-214 indicating honorable discharge;
 - A letter dated within the last six months from the applicant's command indicating years of service in the National Guard or Reserve Forces as well as the applicant's current status;
 - Marriage license;
 - Death certificate;
 - Disability letter from the Veteran's Administration (in the case of an applicant with a service-related disability).

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

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.
28 C.F.R. § 35.106; 29 C.F.R. part 1635; 34 C.F.R. § 100.6
34 C.F.R. § 104.8; 34 C.F.R. § 106.9; 34 C.F.R. § 108.9

8.14—CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

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

Reimbursement claims must be made on forms provided by the District and must be supported by appropriate, original 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

8.15—CLASSIFIED PERSONNEL TOBACCO USE

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

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

8.16—DRESS OF CLASSIFIED EMPLOYEES

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

8.17—CLASSIFIED PERSONNEL POLITICAL ACTIVITY

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

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

6. Using students for preparation or dissemination of campaign materials;
7. Distributing political materials;
8. Distributing or otherwise seeking signatures on petitions of any kind;
9. Posting political materials; and
10. 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.

8.18—CLASSIFIED PERSONNEL DEBTS

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

All employees are expected to meet their financial obligations. If an employee writes "hot" checks or has his/her 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/she or his/her 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.

8.19—CLASSIFIED PERSONNEL GRIEVANCES

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

Definitions

Grievance: a claim or concern 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)

4. More than one individual has interest in the matter; and
5. The group has a well-defined common interest in the facts and/or circumstances of the grievance; and
6. The group has designated an employee spokesperson to meet with administration and/or the board; and
7. 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 working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

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

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

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

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

8.19F—LEVEL TWO GRIEVANCE FORM - CLASSIFIED

Name: _____

Date submitted to supervisor: _____

Classified Personnel Policy grievance is based upon:

Grievance (be specific):

What would resolve your grievance?

Supervisor's Response

Date submitted to recipient: _____

8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

The Marvell-Elaine 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:

4. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
5. 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
6. 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)

8.21—CLASSIFIED PERSONNEL SUPERVISION OF STUDENTS

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

8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY

The Marvell-Elaine 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; 47 USC 254(h); A.C.A. § 6-21-107; A.C.A. § 6-21-111

8.22F—CLASSIFIED PERSONNEL INTERNET USE AGREEMENT

Name (Please Print) _____

School _____ Date _____

The Marvell-Elaine 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 and including termination.
4. **“Misuse of the District’s access to the Internet” includes, but is not limited to, the following:**
 - a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
 - b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
 - c. posting anonymous messages on the system;
 - d. using encryption software;
 - e. wasteful use of limited resources provided by the school including paper;
 - f. causing congestion of the network through lengthy downloads of files;
 - g. vandalizing data of another user;
 - h. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
 - i. gaining or attempting to gain unauthorized access to resources or files;
 - j. identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
 - k. using the network for financial or commercial gain without district permission;
 - l. theft or vandalism of data, equipment, or intellectual property;
 - m. invading the privacy of individuals;
 - n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
 - o. introducing a virus to, or otherwise improperly tampering with, the system;
 - p. degrading or disrupting equipment or system performance;
 - q. creating a web page or associating a web page with the school or school district without proper authorization;
 - r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
 - s. providing access to the District’s Internet Access to unauthorized individuals; or
 - t. 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;
 - u. making unauthorized copies of computer software.
 - v. personal use of computers during instructional 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 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 _____

8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE*

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

SECTION ONE— FMLA LEAVE GENERALLY

Definitions

"Eligible Employee" is an employee who has:

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

"FMLA" is the Family and Medical Leave Act

"Health Care Provider" means:

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

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

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

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

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

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

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

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

Policy

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

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

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

Provisions Applicable to both Sections One and Two

District Notice to Employees

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

Designation Notice to Employee

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

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

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

Concurrent Leave Under the FMLA

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

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

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

No employee on FMLA leave for their own serious medical condition may perform work at another, non-district job while on FMLA leave. Except as provided in policy 8.36, employees who do perform work at another, non-district job while on

FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

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

Health Insurance Coverage

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

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

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 the employee was entitled has expired, the District may recover the premiums it paid to maintain health care coverage unless:

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

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

Reporting Requirements During Leave

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

Return to Previous Position

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority.

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

Provisions Applicable to Section One

Employee Notice to District

Foreseeable Leave

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

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

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

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

Unforeseeable Leave

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

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

Medical Certification

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

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

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

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

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

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

Substitution of Paid Leave

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

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

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

Return to Work

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

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

Failure to Return to Work

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

Intermittent or Reduced Schedule Leave

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

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

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

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

Special Provisions relating to Instructional Employees as Defined in This Policy

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under the FMLA's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—
LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

SECTION TWO- FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

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

Qualifying Exigency

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

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 active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

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

Certification

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

Employee Notice to District

Foreseeable Leave

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

Unforeseeable Leave

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

Special Provisions relating to Instructional Employees as Defined in This Policy

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and who's FMLA leave falls under the FMLA's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—
LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

Serious Illness

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

Definitions

"Covered Service Member" is:

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

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

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

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

"Serious Injury or Illness":

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

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

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

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

If a legally married couple are both eligible employees employed by the District, the legally married couple are entitled to a combined total of twenty-six (26) weeks of leave during one twelve (12) month period to care for their spouse, son,

daughter, parent, or next of kin who is a covered service member with a serious injury or illness, as defined in this policy. The leave taken by a legally married couple who care for such a covered service member continues to be limited to a total of twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency during a year, as defined in this policy, regardless of whether or not the legally married couple uses less than a combined total of fourteen (14) weeks to care for a covered service member with a serious injury or illness; moreover, the legally married couple's twelve (12) weeks are combined when taken for reasons 1, 2, or to care for a parent under reason 3 in Section One. For example, a legally married couple who are both eligible employees and who care for such a covered service member for sixteen (16) weeks during a twelve (12) month period could:

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

Medical Certification

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

Employee Notice to District

Foreseeable Leave

When the need for leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury is clearly foreseeable at least thirty (30) days in advance, the employee shall provide the District with no less than thirty (30) days' notice before the date the employee intends for the leave to begin for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

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

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

Unforeseeable Leave

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

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

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

Special Provisions relating to Instructional Employees (as defined in this policy)

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under the FMLA's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

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

*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 fifty (50) or more employees within a seventy-five (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 fifty (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.

Employees are eligible for benefits under the Family Medical and Leave Act when the district has fifty (50) or more employees.

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

29 CFR 825.113 - What is a "serious health condition" entitling an employee to FMLA leave?

(a) For purposes of FMLA, "serious health condition" entitling an employee to FMLA leave means an illness, injury, impairment or physical or mental condition that involves inpatient care as defined in § 825.114 or continuing treatment by a health care provider as defined in § 825.115.

(b) The term "incapacity" means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore or recovery therefrom.

(c) The term "treatment" includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

(d) Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths is serious health conditions provided all the other conditions of this regulation are met. Mental illness or allergies may be serious health conditions, but only if all the conditions of this section are met.

29 CFR 825.114 - Inpatient Care

Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity as defined in § 825.113(b), or any subsequent treatment in connection with such inpatient care

29 CFR 825.115 - Continuing Treatment

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(a) Incapacity and treatment. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

- (1) Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
- (2) Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.
- (3) The requirement in paragraphs (a)(1) and (2) of this section for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.
- (4) Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.
- (5) The term “extenuating circumstances” in paragraph (a)(1) of this section means circumstances beyond the employee's control that prevent the follow-up visit from occurring as planned by the health care provider. Whether a given set of circumstances are extenuating depends on the facts. For example, extenuating circumstances exist if a health care provider determines that a second in-person visit is needed within the 30-day period, but the health care provider does not have any available appointments during that time period.

(b) Pregnancy or prenatal care. Any period of incapacity due to pregnancy, or for prenatal care. See also § 825.120.

(c) Chronic conditions. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

- (1) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider;
- (2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- (3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(d) Permanent or long-term conditions. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

(e) Conditions requiring multiple treatments. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:

- (1) Restorative surgery after an accident or other injury; or

(2) A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

(f) Absences attributable to incapacity under paragraph (b) or (c) of this section qualify for FMLA leave even though the employee or the covered family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three consecutive, full calendar days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

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.

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

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

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

Legal References: A.C.A. § 6 –19-120; A.C.A. § 27-51-1504; A.C.A. § 27-51-1609

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.

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

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

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

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

7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

Legal References: IRS Publication 15 B

A.C.A. § 27-51-1602

A.C.A. § 27-51-1609

8.26—CLASSIFIED 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 staff is 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 continuing would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

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

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

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:

1. Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
5. Demeaning humor relating to a student's race, gender, ethnicity or actual or perceived attributes,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings,
10. Threats of harm to student(s), possessions, or others,
11. Sexual harassment, as governed by policy 8.20, is also a form of bullying, and/or
12. 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

8.27—CLASSIFIED 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 staff member 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 staff member's employment.

Legal Reference: A.C.A. § 6-17-1308

8.28—DRUG FREE WORKPLACE - CLASSIFIED PERSONNEL

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

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

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

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

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

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

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

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 8.36—
CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

A.C.A. § 11-9-102

A.C.A. § 17-80-117

8.28F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

I, hereby certify that I have been presented with a copy of the Marvell-Elaine 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 District.

Signature _____

Date _____

8.29—CLASSIFIED 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.

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 changes. 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:

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 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

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.

Legal Reference: A.C.A. § 6-17-2407

8.31—CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL

For procedures relating to the termination and non-renewal of classified employees, please refer to the Public School Employee Fair Hearing Act A.C.A. § 6-17-1701 through 1705. The Act specifically is not made a part of this policy by this reference.

A copy of the code is available in the office of the principal of each school building.

Legal reference: A.C.A. § 6-17-2301

8.32—CLASSIFIED PERSONNEL ASSIGNMENTS

The superintendent shall be responsible for assigning and reassigning classified personnel.

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 Marvell-Elaine School District shall operate by the following calendar. (Insert your school calendar here.)

Legal References: A.C.A. § 6-17-2301
Arkansas Comprehensive Testing, Assessment, and Accountability Plan Rules

8.34—CLASSIFIED PERSONNEL WHO ARE MANDATORY REPORTERS DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT

It is the statutory duty of classified school district employees **who are mandatory reporters** 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. 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

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

Obtaining Eligibility Information

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

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

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition,¹ the employee shall be subject to discipline up to and including termination.

Releasing Eligibility Information

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

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

8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

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

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

A Workers' Compensation absence may run concurrently with FMLA leave (policy 8.23) when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

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

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

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

Cross References: 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. § 11-9-102

A.C.A. § 11-9-508(d)(5)(A)

A.C.A. § 11-9-514(a)(3)(A)(i)

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, or Instagram.

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

Blogs are a type of networking and can be either social or professional in their orientation. Professional blogs, 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. Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

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

Staff is reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience that digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability. A good rule of thumb for staff to use is, "if you wouldn't say it 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 is discouraged from accessing social media websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public the appearance that such access is occurring during instructional time. Staff shall not access social media websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration. All school district employees who participate in social media websites shall not post any school district data, documents, photographs taken at school or of students, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.

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

Privacy of Employee's Social Media Accounts

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

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

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

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

In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accord with other District policy for using district equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, other electronic device, or use of the District's network. (See policy 8.22—CLASSIFIED PERSONNEL COMPUTER USE 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

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.

No employee shall be entitled to more than 15 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Employees having accrued vacation totaling more than 15 days as of the date this policy is implemented shall not be eligible to increase the number of days carried forward during their employment with the district. Earned but unused vacation will be paid upon resignation, retirement, termination, or nonrenewal at the employee's current daily rate of pay.

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 daily into the appropriate accounts for which they have been collected. The Superintendent or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

Staff that uses 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.

8.40—CLASSIFIED PERSONNEL WEAPONS ON CAMPUS

Firearms

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

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

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

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

Other Weapons

Employees may not possess any weapon, defined herein as an item designed to harm or injure another person or animal, any personal defense item such as mace or pepper spray, or any item with a sharpened blade, except those items which have been issued by the school district or are otherwise explicitly permitted (example: scissors) in their workspace.

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

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

8.41—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS

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

- An individual's spouse;
- Children of the individual or children of the individual's spouse;
- The spouse of a child of the individual or the spouse of a child of the individual's spouse;
- Parents of the individual or parents of the individual's spouse;
- Brothers and sisters of the individual or brothers and sisters of the individual's spouse;

- Anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual's spouse; or
- Anyone acting or serving as an agent of the individual or as an agent of the individual's spouse.

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

5. The employee, administrator, official, or agent;
6. Any family member of the District employee, administrator, official, or agent;
7. The employee, administrator, official, or agent's partner; or
8. An organization that currently employs or is about to employ one of the above.

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

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

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

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

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

Arkansas Department of Education Rules Governing the Ethical Guidelines and Prohibitions for Educational Administrators, Employees, Board Members and Other Parties
Commissioner's Memo FIN 09-036; Commissioner's Memo FIN-10-048
Commissioner's Memo FIN 15-074; 2 C.F.R. § 200.318; 7 C.F.R. § 3016.36; 7 C.F.R. §

3019.42

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.