

# **MELBOURNE PUBLIC SCHOOL DISTRICT CERTIFIED PERSONNEL HANDBOOK 2017-2018**

**2017-2018 School Calendar Adopted  
2017-2018 Salary Schedule Adopted**

**Included in this handbook are the policies governing the system of education for Melbourne Public School District. Along with basic personnel policies are guidelines and procedures for the operation of the school.**

**Melbourne Public School District expresses appreciation to those who assisted in the development of this handbook.**

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## **PHILOSOPHY**

Melbourne Public School District belongs to the people of the communities and the state. The objective of this institution is to achieve what is best for our children, community, and state. Our primary goal is to educate students in the fundamentals of learning and develop in them an appreciation of our American heritage. Our purpose is to develop a curriculum with educational value and provide student activities which help youth assume their roles in society. Our school sets orderly and courteous standards of conduct for its students, provides opportunities for growth in self-discipline and self-development in preparation for community living and employment, and practices democratic procedures.

## **OBJECTIVES**

The overall educational objectives of this institution are to construct our educational philosophy and practices in such a manner that we may develop the fullest capability of each child, to provide learning experiences that can be applied throughout the life of the individual, and to provide personnel who are known for efficiency in their work, pride in their school, enthusiasm for their profession and service to their community.

## **MELBOURNE SCHOOL DISTRICT NO. 20 BOARD OF EDUCATION**

### **I. CORPORATE NAME**

The name of this school district shall be the Melbourne School District No. 20 as provided by law.

### **II. MEMBERSHIP OF THE BOARD OF EDUCATION**

The Board of Education shall consist of seven (7) members elected at large by the qualified voters of the Melbourne School District. Each member shall be elected for a five year term. The Melbourne School Board of Education election shall be held annually in accordance with the general election laws of the state of Arkansas.

Any person, who is a permanent resident and a qualified elector of the Melbourne School District and an owner of real property in the school district, may become a candidate for a position on the Board of Education by filing a petition in writing signed by twenty or more qualified electors of the school district at least twenty days prior to the annual election.

### **III. ORGANIZATIONAL MEETING**

The Board of Education shall have its first regular meeting after the annual school election to elect a president, vice-president, and secretary from among its members. Each officer will serve for a period of one year or until their successor has been named.

### **IV. DUTIES OF OFFICERS**

The president shall preside at all meetings, decide question of order in accordance with Robert's Rules of Order, Revised, and shall appoint all committees unless otherwise directed by the Board.

Special meetings may be called by the president, secretary, or any three (3) members of the Board, or when petitioned to do so by a petition in writing signed by 50 electors in the district.

In the absence of the president, the vice-president shall perform the duties of the president.

The Board shall work in every way possible with the residents of the school district. The secretary shall furnish each member of the Board and the superintendent of the school a copy of the minutes of each regular or special meeting.

No Board member may demand the services of any school employee.

The Board shall assist in the continued improvement of Arkansas schools.

The Board shall seek at all times the cooperation of citizens of the Melbourne School District for the improvement of the school.

### **V. DUTIES OF THE BOARD OF EDUCATION**

The most important duties of the Board shall be the following:

- 1 Secure the superintendent.
- 2 Consider and act upon all policies of school programs selected by the general public for consideration.
- 3 Select officers and personnel for the school.
- 4 Require and evaluate the report of the superintendent regarding the financial status of the school.
- 5 Adopt and revise policies regarding the support of the school.
- 6 Assist in presenting to the public the needs of the educational system.

- 7 Advise the superintendent of their recommendations for the school.
- 8 Provide, by exercise of its legal power, opportunities for the school.
- 9 Perform the specified duties of the Board Law.

## **VI. COMMITTEES OF THE BOARD**

Except as hereinafter noted, all business shall be conducted by the members of the Board sitting as a committee of the whole. Special committees may be created by the Board for special assignments. When so created, such committees shall terminate upon completion of their assignment. Committees composed of other than Board members shall report directly to the Board members and shall be notified of the Board's decision.

## **VII. REGULARLY SCHEDULED MEETINGS**

Regular meetings of the Board of Education shall be open to the public and the order of business shall include an opportunity for citizens to address the Board. The Board shall meet in regular session on the fourth Monday of each calendar month at 7:00 p.m. in the office of the superintendent of school.

## **VIII. COMPLAINT PROCEDURE**

All complaints are to initially be directed to personnel who are involved in whatever problem arises to cause the complaint. If a problem cannot be resolved at its origin, the following line of authority will be followed:

1. Teacher or classified personnel
2. Principal
3. Superintendent
4. Board of Education

To eliminate disruption of classes or school functions, all personnel are thus directed not to take this time to discuss complaints or grievances unless a prior appointment has been made by the person or persons making said complaint. Should the complaint not be resolved by the time it reaches the superintendent level, the complainant may present a signed statement, with the nature of his/her complaint, to the secretary of the school board and request a place on the agenda of the next meeting.

## **IX. QUORUM**

A majority of the Board shall constitute a quorum for the transaction of business. The normal order of business shall be:

1. Call the meeting to order
2. Approve minutes and financial report
3. Old business
4. New business
5. Miscellaneous
6. Adjourn meeting

## **X. GENERAL POLICY**

Board action shall be taken by the Board as a whole and not by committees thereof.

## **PUBLIC PARTICIPATION AT SCHOOL BOARD MEETINGS**

The Melbourne School Board welcomes citizens of the district to attend its sessions so they may become better acquainted with the operation and programs of the schools. This also affords the Board a better opportunity to listen to the ideas and wishes of its patrons.

To assure that persons wishing to appear before the Board may be heard and to assure that the meetings are run properly and efficiently, the Board has adopted the following rules and procedures:

### **I. Agenda Items**

The Board recognizes two possible avenues for citizens to place items on the agenda:

- 1) Any individual or group member wishing to place an item on the agenda should inform the superintendent by a written request to address the Board containing the topic to be discussed and the name of the spokesperson(s). This request must be filed with the superintendent by 3:00 p.m. on Thursday preceding the regular board meeting on the fourth Monday of each month. This will permit orderly scheduling of public remarks on the meeting agenda.
  - 2) The Board, by majority vote and depending on the schedule for the meeting, may allow a verbal request to be placed on the agenda if time does not allow a written request to be made. The request should be made to the superintendent at least 24 hours before the meeting is scheduled to take place.

### **II. Comments and Questions**

The Board requires that comments and questions from those present at the meeting be restricted to those items that have been placed on the meeting's agenda. The Board also reserves the right to recognize only those patrons who are residents of the Melbourne School District.

After approval of the minutes, the Board president will ask if any individual or group desires to address the Board concerning any item on the agenda. Individual or group

spokespersons will identify themselves and the items they wish to address. Time will be allowed them before the Board considers agenda items.

The Board president, being responsible for conducting the meeting in an orderly manner, will limit the discussion to five minutes per person or a total of 15 minutes for each agenda item designated. This allows for public comments that are appropriate to the business at hand without destroying the purpose of the meeting.

### **III. Public Complaints**

Speakers may offer criticism of school operations and programs that concern them. These concerns should be voiced only after the complainant has exhausted all administrative remedies as defined in the school's policy concerning public complaints as explained in Section VIII.

In public session the Board will not hear personal complaints about school personnel or against any person connected with the school system. Other channels (Public Complaint Policy) provide for Board consideration and disposition of legitimate complaints involving individuals.

The Board vests in its president, or other presiding officer, authority to terminate the remarks of any individual when they do not adhere to the rules established herein.

Persons appearing before the Board are reminded that members of the Board are without authority to act independently as individuals in official matters. Thus, questions must be directed to the Board president and then may be referred to individual Board members; but answers must be deferred pending consideration by the full Board. Questions will generally be answered in a letter from the superintendent or the secretary of the Board at the earliest possible date.

## **ADMINISTRATORS' RESPONSIBILITIES**

### **I. SUPERINTENDENTS' RESPONSIBILITIES**

The superintendent shall be the chief executive officer of the Board of Education and the administrative head of the school system. He/she may delegate authority for the operation of the various segments of the school system. The superintendent shall be responsible to the Board for the action thereof. His/her specific responsibilities shall be:

Administer the development and maintenance of an educational program designed to meet the needs of the community and to carry out policies of the Board.

Recommend the number and types of positions required to provide proper personnel for the operation of such a program.

Recommend policies for the various functions of the school program including but not exclusive of organization, finance, instruction, and school projects.

Nominate for appointment, assign, and designate the duties of all personnel subject to approval by the Board.

Confer periodically with professional and lay groups concerning the school program and transmit to the Board information gained from such experiences.

Supervise the preparation and presentation of the annual and revised budget to the Board of Education for approval.

Keep the Board of Education continually informed on the progress and condition of the school.

Attend all board meetings.

Conduct continuing study of the development and needs of the school and keep the public informed.

Represent the district in all dealings with the State Department of Education and any other governmental organizations.

Act as purchasing agent for the entire school system.

Handle retirement and withholding tax deductions for school employees.

Prepare for execution, upon Board approval, forms and contracts for all qualified personnel.

Purchase and distribute personnel supplies.

Provide for the conduction of the school election.

Supervise the transportation system.

Perform other duties as assigned by the Board of Education.

## **II. PRINCIPALS' RESPONSIBILITIES**

Melbourne High School and Elementary School Principals shall work directly with the superintendent and shall be directly responsible to him for the administration of the individual schools. In the Melbourne district, the administrative head of each individual school is designated as the principal or head teacher, depending upon the size of the school and the amount of administrative work required. The principal is responsible for the following duties:

Direct and supervise the curricula program for the school.

Direct and evaluate the work of all assigned personnel.

Supervise the operation of and be responsible for all school property assigned to his/her care.

Administer within the school all policies and administrative regulations.

Direct the maintenance of attendance records for his/her school.

Direct pupil welfare and desirable school/pupil/teacher/community relationships.

Work cooperatively with other administrative personnel and their programs.

Supervise administratively all special education classes in his/her school.

Utilize effectively the services of supervisory personnel.

Coordinate the activity of his/her school with the activities of other schools in the system.

Secure substitutes when necessary.

Be responsible for all pupils during school hours.

Direct and supervise programs of in-service education.

Evaluate and report to the superintendent the effectiveness and outcome of the instructional program.

Supervise the program of counseling and guidance.

Appraise with staff assistance and recommend textbooks and other instructional materials.

Supervise the development and execution of policies governing the classification, progress, promotion, or failure of pupils.

Review and recommend to the superintendent individual school schedules, numbers of class sections, numbers of required or needed teaching positions, teacher/student ratio, and changes in instructional organization.

Each principal will furnish the office of the superintendent a copy of the program of his/her school. This schedule will also be placed on bulletin boards of the schools. This report is due as soon as enrollment has been stabilized.

Recommend to the superintendent of schools qualified instructional personnel under consideration for appointment.

Recommend to the superintendent the personnel needed to discharge the duties of his/her office.

Schedule in-service training before school begins and during the school year and keep adequate records to comply with state law.

Schedule a parent-teacher conference twice per year.

Evaluate teachers according to the evaluation assessment plan.

Each principal is to present evaluation forms on teaching personnel under his direction approximately two (2) weeks prior to contract renewal.

Maintain a list of approved substitute teachers.

Be at school 30 minutes before the bell rings in the mornings and remain at school in the afternoons as long as necessary to fulfill the requirements of his/her office.

Perform other duties as assigned by the superintendent of schools.

### **III. TEACHERS' RESPONSIBILITIES**

#### **1. TEACHERS' RESPONSIBILITIES**

Each teacher shall be under the general direction of the superintendent of schools and shall be immediately responsible to their principal for executing the policies of the Board of Education as they pertain to the function of the school, their classroom, and immediate contact with pupils and parents. Their specific responsibilities shall include the following:

Direct and evaluate the learning experience of pupils in both curricula and extra-curricular activities.

Provide guidance to pupils, which will promote their welfare and their proper educational development.

Seek professional assistance from school principals and supervisory personnel when necessary.

Be responsible for classroom attendance records.

Maintain proper relationships with parents.

Administer the classroom program.

Provide for the care and protection of school property.

Participate in the business and activities of the faculty.

Cooperate with and participate in the planning and evaluation of the school program.

Provide adequate lesson plans for their classes when they are absent on sick, personal, or professional leave days.

Take part in the in-service educational program of the school.

Maintain cordial and workable relationships with colleagues.

Carry out and uphold all policies and decisions pertaining to the operation of the Melbourne Public Schools.

Check duty rosters issued by the principal and perform duties such as hall duty, playground duty, lunchroom duty, and other duties as assigned. When on duty, teachers are to supervise students' behavior in a manner that promotes safety and orderliness. Teachers, whether on duty or not, are to correct and, depending on the severity of the incident, report student misconduct on school grounds during school hours or during school sponsored activities to the appropriate principal.

Perform other duties as assigned.

### **DAILY SCHEDULE**

Employees are required to be at school at 7:30 when on duty and 7:40 otherwise. They are expected to remain at school until school is dismissed and busses have departed. They are required to check with the Principal's office before leaving during school hours.

### **PERSONNEL POLICIES**

The Superintendent of Melbourne School District No. 20, in administering the personnel policy as adopted by the Board, shall be guided by the knowledge that the Board values the open exchange of ideas regarding the employment, dismissal, and satisfactory discharge of assigned responsibilities. Nothing herein shall be interpreted as intended to interrupt the free and open flow of ideas and assistance among the personnel at every level, but as the administrative officer of the Board, the Superintendent of Schools has the final responsibility for selecting, assigning, supervising, and recommending dismissal of employees for good and sufficient reasons.

Each employee in the district shall be given instruction in the position that he/she occupies. All personnel matters which require administrative action shall be handled by the employee's immediate supervisor. That supervisor shall refer such matters to the next highest authority if necessary.

All employees shall have the right to appeal any decision made by an administrative officer to the next higher officer and through successive steps to the Board of Education.

#### **I. SELECTION**

All persons employed by the school district shall be appointed upon the recommendation of the superintendent. Should the person nominated by the superintendent be rejected by the Board, it shall be the duty of the superintendent to make another nomination. It shall be the duty of the superintendent to see that persons nominated for employment meet all the qualifications established by law and by the Board for the type of position for which the nomination was made.

## **II. CERTIFIED PERSONNEL RECORDS**

A personal file folder for each certified employee will be kept in the office of the superintendent. The following information will be included in the file:

- 1) Copy of teaching certificate from the Arkansas State Department of Education
- 2) Health Certification required by law
- 3) Complete college transcript
- 4) Social Security number
- 5) Federal and state withholding slips
- 6) All correspondence pertinent to the individual teacher

All personnel will be issued a contract for services prior to the opening of the school year.

## **IIVI. SALARY CHECKS**

Salary checks will be issued as closely as possible to the 20th of each month as the calendar and schedule will permit.

## **GENERAL INFORMATION**

### **I. ATTENDANCE**

Teachers are expected to observe the following rules regarding attendance at school:

- 1) Promptly attend all meetings designed for them.
- 2) If on duty, be at their stations at 7:30 a.m. Otherwise be on campus at 7:40 a.m.
- 3) Not leave the campus during school hours without clearing such absences with the principal or superintendent.
- 4) Be in their classrooms when their students are present in those classrooms, except in extenuating circumstances or when the teacher has made prior arrangements for some other suitable person to be responsible for the safety and behavior of those students.

### **II. ABSENCES**

In case of absence from duty, the employee is to inform the principal or superintendent at the earliest possible time, preferably the day before the expected absence. The principal of the school should be notified on the day preceding return to duty if possible.

Selection of substitutes for temporary replacement of an absent teacher will be made by the principal or his/her designee.

The teacher should leave for the substitute the following items necessary to carry on the class: class roll, duty schedule, and complete lesson plans for every expected day of absence.

The principal or his/her designee will complete a monthly report of teacher absences and transmit it to the superintendent's office.

### **III. SUBSTITUTE TEACHER PAY**

When a regularly employed teacher is absent, it is the responsibility of the principal to secure a substitute. (Note: certain extenuating circumstances may exist that allow the principal to exercise an option of not hiring a substitute for that absence.) It is the district's policy to employ substitute teachers who have teacher licenses whenever possible. However, there will be times when uncertified persons will have to be hired to fill in for regularly employed certified teachers. Any certified substitute teacher will be considered as a short-term substitute teacher until that person completes 30 consecutive days in the same teaching assignment. Substitute teachers will be paid according to the following pay schedule.\*

<b>Uncertified</b>	<b>Certified Short-term</b>	<b>Certified Long-term</b>
\$64.00 per day	\$70.00 per day	\$ 85.00 per day on the 31 <sup>st</sup> day
		\$110.00 per day on the 61 <sup>st</sup> day
		\$120.00 per day on the 91 <sup>st</sup> day

**\*Note:** There may be occasions when a certified long-term substitute teacher will be needed for a specialized academic area for which it will be difficult to find a certified substitute. In those situations, the superintendent will be allowed the latitude of negotiating a salary with a long-term substitute, based on that person's certification, experience, and retirement status. The negotiated pay rate will not exceed the approved certified salary schedule.

### **IV. SOCIAL SECURITY**

All employees of Melbourne School District No. 20 are covered by Social Security.

### **V. VACATION AND OTHER ABSENCES FOR EMPLOYEES ON 12-MONTH CONTRACT**

Employees working on a 12-month contract are entitled to two (2) week vacation per year with pay (following the first completed year of employment).

Vacation and all other absences from available duty, including educational leave, must be approved by the superintendent.

## **VI. PROFESSIONAL MEETINGS**

It shall be the duty of the teacher to attend all meetings called by the principal or superintendent. No excuse, other than one that would justify absence from school, will be accepted for missing these meetings. Teachers should exercise the same promptness and participation in these meetings that they require of their own students.

## **VII. TEACHER RESPONSIBILITIES DURING ASSEMBLIES**

All faculty members are responsible for the general conduct of students in assemblies. Bringing the student body together as a group is an important part of school life and should be approached as a learning situation. Since the morale and spirit of the school are quickly reflected in assembly, every effort should be made to make the assembly program constructive and in line with student interests and needs. Teachers are in a position to encourage a wholesome attitude and response to assembly programs in general. It is required that teachers be seated with their students.

## **IX. PERMANENT STUDENT RECORDS**

Permanent school records (including grades, tests, and scores) are legal documents accepted by courts and other state and federal agencies. Many requests are received for transcripts of this information. A student's record is not public information. All requests for information on any student require permission from the guidance counselor, principal, or superintendent. A student's record is personal and confidential and should be discussed in a professional manner.

## **X. ACCOUNTABILITY**

Teachers are accountable for keeping the following records:

- 1) Record Book - Each teacher will keep an up-to-date class record book which is filed in the principal's office at the end of each current school year.
- 2) Grade Sheets - Grade sheets are to be filled out for each class and turned in to the principal's office.
- 3) Lesson Plan Book - All teachers should keep their lesson plan books up to date and, when possible, at least three days in advance. These books are to be turned in to the principal's office along with the class record books at the end of the current school year.
- 4) Absentees - Pupil absences should be recorded in the teachers' record book.

5) Progress Reports - Progress reports will be issued as closely as possible to the midpoint of the current academic quarter.

Teachers are expected to keep all records neat, accurate, and in accordance with prescribed forms and procedures.

**MELBOURNE SCHOOL  
DISTRICT  
CERTIFIED SALARY  
SCHEDULE  
2017-2018**

Adopted: May 24, 2017

All personnel are paid on a nine month contract with the following exceptions:

Tutoring	\$25/hour
Counselor/District Testing Coordinator	12 months
Counselor	10 months
Home Ec.	10 months
Agriculture	12 months
Lead Business Teacher	9.75 months
Band Director	10 months
Librarian	9.5 months
Bearkatz Academy Director	12 months
Melbourne Elem. Asst. Principal	11 months X 1.175
High School Dean of Students	9.75 months
Melbourne Elem. Principal	12 months contract X 1.175
High School Principal	12 months contract X 1.2152
Superintendent	SS X 2.03715
Federal Programs/ACCIP Coordinator	1 months salary on Teacher's Salary schedule

	BS	
Steps	Degree	Masters
0	33,800	38,134
1	34,250	38,634
2	34,700	39,134
3	35,150	39,634
4	35,600	40,134
5	36,050	40,634
6	36,500	41,134
7	36,950	41,634
8	37,400	42,134
9	37,850	42,634
10	38,300	43,134
11	38,750	43,634
12	39,200	44,134
13	39,650	44,634
14	40,100	45,134

15	40,550	45,634
16	41,000	46,134
17	41,450	46,634
18	41,900	47,134

**For the purposes of the salary schedule, a teacher will have worked a “year” if he/she works at least 120 days.**

**Alternative Licensure Program, no prior teaching license**

Each employee newly hired by the district to teach under the alternative licensure program (ALP) shall initially be placed on the salary schedule in the category of a bachelor’s degree with no experience, unless the ALP employee has previous teaching experience which requires a different placement on the schedule. Upon receiving his/her 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. Degrees of employees hired after September 1, 2009 which are not relevant to the ALP’s position shall not apply when determining his/her placement on the salary schedule. An alternative licensed teacher shall be eligible for step increases with each successive year of employment, just as would a teacher possessing a traditional teaching license.

**Licensed employee, seeking additional area or areas of licensure**

Licensed employees who are working on an ALP to gain licensure in an additional area are entitled to placement on the salary schedule commensurate with their current license, level of education degree and years of experience. Degrees which are not relevant to the position of employees hired after September 1, 2009 shall not apply when determining their placement on the salary schedule.

**Advanced Degrees**

Any licensed employee currently placed on the salary schedule at a higher level due to an advanced degree even if the degree is not relevant to his/her position, or any current employee already actively enrolled and admitted to a Master’s (or more advanced) program by September 1, 2009, will continue to receive the pay

and benefits he/she already receives or expects to receive at the completion of the program that he/she is currently pursuing, even if the degree will not be relevant to his/her position. Those currently enrolled in and actively pursuing an advanced educational degree will present documentation confirming their participation in the program to their immediate supervisor.

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

Date Adopted: September 29, 2009  
Last Revised:

### **3.2—CERTIFIED PERSONNEL EVALUATIONS**

#### **LICENSED PERSONNEL EVALUATIONS**

##### Section One

For the purposes of this policy:

"Probationary principal" is a principal who has not completed three consecutive years of experience as a principal in an Arkansas school district. Any principal hired by the District who has completed his/her probationary period at another Arkansas district shall be considered probationary for the principal's first year of employment with the District. "Probationary principal" as used in this policy does not have the same meaning and legal significance as the words "probationary teacher" as it is used in the Teacher Fair Dismissal Act, A.C.A. 6-17-1501 ET. Seq. and therefore should only be applied in an evaluation context

"Probationary teacher" has the same definition as A.C.A. § 6-17-1502, and as interpreted by case law. Due to the case law interpretations, "probationary" as used in this policy may or may not have the same meaning and legal significance as the word "probationary" as it is used in the Teacher Fair Dismissal Act statutes, A.C.A. 6-17-1501 ET. seq.

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

Teachers shall be evaluated at least annually, as required by law, on a schedule prepared by each school's principal or designee.

Teacher and principal evaluations shall be conducted at least annually, as required by law. The superintendent or designee(s) shall develop procedures to govern the evaluation process and timelines for the evaluations.

##### Section Two

Teachers and principals will be evaluated for continued employment purposes under the provisions and timelines of the Teacher Evaluation Support System (TESS) and Leader Excellence and Development System (LEADS) respectively.

Teachers will be evaluated under the schedule and procedures required by TESS. Each school-year, the district will conduct a summative evaluation 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 at least once every four years.

All teachers who do not have a summative evaluation shall develop a professional growth plan approved by the teacher's evaluator and their job performance will be measured based on that professional growth plan.

Principals will be evaluated using the evaluation rubric and other documentation of LEADS. Probationary principals, those principals who have been placed on an Intensive Growth Plan or participated in an improvement plan, and those principals who have not had a summative evaluation for two years will have a summative evaluation. In the years in which a principal does not have a summative evaluation, the principal shall complete a Professional Growth Plan and other documents as required under LEADS and their job performance will be measured based on that professional growth plan..

Legal References: A.C.A. § 6-17-1501 et seq.  
A.C.A. § 6-17-2801 et seq.

Arkansas Department of Education Rules Governing the Teacher Excellence and Support System effective July 1, 2013

Adopted and Approved: August 13, 2013

## **II. Principles of Teacher Licensor**

Teachers currently employed by Melbourne School and teachers who may be employed in the future will possess the qualities, traits, and characteristics of professionalism that are described by the State of Arkansas' Teacher Licensor Principles adopted in December of 1995. Those principles include the following:

**PRINCIPLE #1:** The teacher understands the central concepts, tools of inquiry, and structures of the discipline(s) taught, can create learning experiences that make these aspects of subject matter meaningful for students, and can link the discipline(s) to other subjects.

**PRINCIPLE #2:** The teacher plans curriculum appropriate to the students, to the content, and to the course objectives.

**PRINCIPLE #3:** The teacher plans instruction based upon human growth and development, learning, learning theory, and needs of students.

**PRINCIPLE #4:** The teacher exhibits human relations skills that support the development of human potential.

**PRINCIPLE #5:** The teacher works collaboratively with school colleagues, parents/guardians, and the community to support students' learning and well-being.

### **III. Core Competencies and Expectations**

Melbourne School District No. 20 expects each of its teachers to possess certain Core Competencies which are necessary to the teaching profession and are essential for student learning. The core competencies and expectations for teachers are listed below.

#### **A. Instruction**

Prepares for assigned classes and responsibilities with written evidence of adequate preparation.

- 1) Establishes a clear purpose for the lesson.
- 2) Plans for ways to check for understanding.

Delivers or facilitates effective opportunities for learners.

- 1) Provides instruction at the appropriate level of difficulty for each learner.
- 3) Provides opportunities for active learner involvement.
  - 3) Monitors learning interactions and checks learners for understanding.
  - 4) Responds to the efforts of the learners and adjusts instruction to maximize learning.
  - 5) Uses a variety of teaching strategies to meet the needs of all learners in the classroom.

Correlates lesson/unit planning with program goals, critical objectives, and district exit outcomes.

Demonstrates appropriate knowledge of subject matter by providing accurate information.

Appropriately assesses and records learner performance.

#### **B. Learning Environment**

Develops and maintains an organized, orderly learning environment.

- 1) Meets learners at designated locations and times.
- 2) Have materials organized and readily available for instruction.

Maintains acceptable standards of classroom behavior.

- 1) Conveys clear behavioral expectations.
- 2) Manages behavior constructively.
- 3) Demonstrates fairness and consistency in the handling of student problems.

Demonstrates fairness and consistency in the handling of student problems

Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.

Upholds and supports school rules and district conduct codes.

Treats students with dignity and respect.

### **C. Communication**

Uses effective communication with faculty, staff, students, and community.

- 1) Demonstrates active listening.
- 2) Establishes and maintains open lines of communication.
- 3) Models effective verbal and written communication.

Establishes and maintains cooperative professional relations.

- 1) Works cooperatively with others.
- 2) Accepts and provides constructive feedback.
- 3) Acknowledges the rights of others to hold differing views and values.

### **D. Policy and Procedures**

Maintains records as required by law, district policy, and administrative regulations.

Attends and participates in school district, faculty, and departmental meetings.

Abides by school district policies, building procedures, and state and federal law.

## **IV. Differentiated Tracts**

Each teacher employed by the Melbourne School District will be classified and evaluated according to the following three tracts: **(A) Probationary Tract; (B) Professional Growth Tract; and (C) Assistance Tract.**

### **A. Probationary Tract**

Melbourne School considers a teacher to be probationary until he/she has completed three school years in a public school in the state of Arkansas. The Board of Education of the Melbourne School will consider a teacher who has completed one year in another school district to be probationary for his/her first and second year of employment at Melbourne School. The Board of Education of the Melbourne School will consider a teacher who has completed two or more years in another school district to be probationary for his/her first year of employment at Melbourne School. The purpose of the Probationary Tract is to monitor beginning or probationary teachers more closely, assist them in understanding district expectations, and help them grow professionally in order to be moved to the Professional Growth Tract.

### **Probationary Tract Methods and Procedures:**

The building principal will meet with a Probationary Teacher at the beginning of his/her employment to discuss district expectations and the PEP. Whenever possible, mentor teachers will be assigned to probationary teachers until the probationary teacher is moved to another tract. The teacher's probationary status will be indicated on his/her contract. Observations will be scheduled by the principal according to the number of the teacher's probationary years as illustrated by the schedule listed below:

**Probationary Year One** - Three (3) Formal Observations and a minimum of three (3) Informal Observations and/or Walkthrough.

**Probationary Year Two** - Two (2) Formal Observations and a minimum of two (2) Informal Observations and/or Walkthrough.

**Probationary Year Three** - One (1) Formal Observation and a minimum of one (1) Informal Observation and/or Walk-through.

Any observation may be followed by a conference with the teacher's supervisor at either the request of the teacher or of the supervisor. A final or summative conference will be conducted 30 days before the March school board meeting (the meeting at which teachers are considered for re-employment). The purpose of the meeting will be to discuss the teacher's status in regard to remaining on the probationary tract, or (for eligible teachers) being moved to the professional tract. A supervisor may also move a teacher to the Assistance Tract if that teacher fails to meet or maintain core expectancies.

**(Note:** A teacher may be moved to the Assistance Tract at any time during the school year.)

### **B. Professional Growth Tract**

After a teacher completes the requirements as described in the preceding section, that teacher will be placed in the Professional Growth Tract. The teacher will remain in the Professional Growth Tract as long as he/she has met, and continues to maintain, core competencies and expectations. The purpose of the Professional Growth Tract is to support competent, experienced teachers as they improve their knowledge, skills, and techniques, and as they continue their careers in the teaching profession.

### **Professional Growth Tract Methods and Procedures:**

The building principal will meet with a Professional Growth Tract Teacher at the point where he/she is placed on this tract to discuss district expectations and the PEP. A teacher who is on the Professional Growth Tract may choose one of the two evaluative options listed below:

- 1) Option A

Some teachers may not feel comfortable with being moved from a traditional evaluation system to the professional growth tract. Those experienced teachers may choose to be evaluated according to the following schedule: One (1) formal observation and a minimum of one (1) informal observation and/or walk-through.

2) Option B

The teacher will submit a Professional Growth Plan (PGP) for the principal's approval by October 1 of each school year. The plan will include activities, a time line, resources and support needed, and ways of assessing progress or success of the PGP. The principal has the option of rejecting a proposed plan. If the plan is rejected, the principal will state, in writing, reasons why the plan was rejected and suggestions for re-writing the plan in a manner that will make it acceptable.

The teacher has the option of working collaboratively with colleagues to develop a joint plan, or the teacher may submit an individual plan. Either plan may be for one, two, or three years in duration. If the plan extends for more than one school year, the principal and teacher will review the plan on an annual basis.

**AND** - Professional Growth Tract: A minimum of one (1) informal observation and/or walk-through.

Any observation (made under either option) may be followed by a conference with the teacher's supervisor at the request of the teacher or the supervisor. A final or summative conference will be conducted 30 days before the March school board meeting (the meeting at which teachers are considered for re-employment). The purpose of the meeting will be to discuss the teacher's status in regard to remaining on the Professional Growth Tract. A supervisor may also move a teacher to the Assistance Tract if that teacher fails to meet or maintain core competencies.

**(Note:** A teacher may be moved to the Assistance Tract during the school year.)

**C. Assistance Tract**

The purpose of the Assistance Tract is to improve the performance of teachers who have been identified by their supervisors as failing to meet core competencies or expectations. This tract is intended to be positive in that it seeks to help a teacher to ultimately move to the Professional Growth Tract. However, if the teacher cannot meet core competencies and expectations during the specified time frames with the assistance afforded by this plan, the teacher will not be recommended for re-employment.

A teacher will be notified in writing by his/her immediate supervisor that he/she has been placed on the Assistance Tract. The notification will state specific, well-defined reasons for placing the teacher on this tract. Upon receipt of the notification, the teacher will have ten (10) working days to meet with the supervisor in order to develop

an improvement plan. The teacher may respond in writing to the notification and prior to the meeting to establish an improvement plan.

The teacher's immediate supervisor will schedule a meeting to develop an improvement plan. The supervisor will develop an improvement plan for the teacher which has clearly defined the areas of weakness, and which has specific actions that should lead to the correction of the cited deficiencies. The principal will offer to provide reasonable assistance in the areas of in-service, materials, and supplies. The plan will define a precise time frame for improvement, and it will specify the method of collecting data to assess improvement. The time frame for improvement will generally be from 30 days to six (6) calendar weeks.

Following the time limits established within which to correct deficiencies, the supervisor will take one of the following actions:

- 1) Move the teacher to the Professional Growth Tract.
- 2) Recommend the teacher for non-renewal of contract.

## **DEFINITIONS**

Core Competency Checklist: This is the checklist of the core competencies indicating whether or not the competency/expectation has been or is being met. Competency checklists will be a part of the summative evaluations of all certified employees.

Formal Evaluation: A formal evaluation is an evaluation in which the supervisor and teacher have pre-determined the date and time of the visit and the activity which will be observed.

Informal Evaluation: An informal evaluation is any unannounced visit by a supervisor when a supervisor sits down in the classroom for a minimum of 10 - 15 minutes and observes the presentation of a lesson. Note: The teacher has to be actively involved in lecturing, explaining, demonstrating, or engaging students in a question and answer session in order for this visit to be classified as an informal evaluation.

Supervisor: A supervisor is defined as any employee who has management responsibility over another employee. For the purposes of this plan, a supervisor will generally include principals, assistant principals, superintendents, or assistant superintendents.

Teachers: For the purposes of this plan, any certified employee except the Superintendent or Assistant Superintendent will be considered to be a teacher.

Walk-through: A walk-through is any contact that a supervisor has with the employee while the employee is fulfilling the duties and responsibilities of his/her job requirements. For example, if the supervisor goes into the classroom to talk to a student while the teacher is actively engaged in teaching, or if the supervisor visits with the teacher while the teacher is on hall duty or playground duty, etc., this will be considered a walk-through. Note: Because of the general definition of the term, there is no way to limit or set a maximum number of "walk-through" that a supervisor will have with an employee in the course of a school year.

Legal Reference: A.C.A. § 6-17-1504

Revised: September 29, 2009

Last Revised/Approved: August 13, 2013

### **3.4—CERTIFIED PERSONNEL REDUCTION IN FORCE**

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

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

If a reduction in force becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade level on the basis of each employee's points as determined by the schedule contained in this policy. The teacher with the fewest points will be laid off first. There is no right or implied right for any teacher to "bump" or displace any other teacher.

#### **Points**

- Years of service in the district—1 point per year
  - All certified position years in the district count including non-continuous years
  - Service in any position not requiring teacher licensure does not count toward years of service
- Graduate degree in the area of licensure applicable to credit of points (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
- Certification for teaching in a state board identified shortage area—2 points
- Multiple areas and/or grade levels of licensure as identified by the state board—1 point per additional area or grade level as applicable

A teacher with full licensure in a position shall prevail over a teacher with greater points. All points award-

ed must be verified by documents on file with the District by October 1 of the current school year. Each teacher's points shall be totaled with teachers ranked by the total points from highest to lowest in the licensure areas in which they have been assigned within the last two years, including the current year. In the event that a teacher's assignment is different this school year from the previous school year, separate point totals shall be developed for each area of assignment. All teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points with the superintendent whose decision shall be final.

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

Legal Reference: A.C.A. § 6-17-2406

Date Adopted: September 29, 2009

### **3.5—CERTIFIED PERSONNEL CONTRACT — RETURN**

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

The following schedule for renewal of personnel contracts for Melbourne School District No. 20 has been adopted by the Board:

January.....	Superintendent
February.....	Principals
March.....	Teachers
April.....	Classified Personnel

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

Date Adopted: September 29, 2009

### **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 anti-bullying policies.

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

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

Teachers' PD shall meet the requirements prescribed under the Teacher Evaluation 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 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 ArkansasIDEAS);
- 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).

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

Date Adopted: 4/27/2016

Last Revised: 4/27/2016

## **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, by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certificate of school bus driver in service training.

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

### **Methods of Testing**

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

### **Definitions**

"Safety sensitive function" includes:

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

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

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

### **Requirements**

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

1. Random tests;

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

### **Prohibitions**

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

Violation of any of these prohibitions may lead to disciplinary action being taken against the employee, which could include termination or 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. § 27-51-1504  
                              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

Date Adopted: 4-27-2016

Last Revised: 4-27-2016

### **3.8—LICENSED PERSONNEL SICK LEAVE**

#### **Definitions**

1. “Employee” is a salaried 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” Sick Leave will accumulate at the rate of ten(10) days per nine (9) months of employment, or the same ratio thereof, less the number of days used is said year. Part-time employees will receive a portion equal to the percent of the day worked.
6. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of one hundred and twenty (120) 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.

A record will be maintained of all sick leave accumulated or used. This record will be available for state audit.

After five consecutive absences because of illness, a doctor's statement will be required and may be required for each illness thereafter. Absence for illness on parent/teacher day will require a doctor's statement.

An employee who retires from Melbourne School District No. 20 will be paid at a rate of \$50 per day up to \$5,000 for each unused sick day. (up to 100 accumulated sick days).

A teacher who has resigned or retired from his/her duties and is fulfilling the remainder of his/her contract, the superintendent or principal may require a doctor's statement after that teacher misses one day for illness.

If an employee requests maternity leave, but has no accrued sick days, Federal guidelines governing such request will be followed.

Allowable days per year for sick leave are effective on the date the employee is required to report for the beginning of the fall term of school. If an employee resigns or leaves his/her position for any reason before the end of the school term, the district may deduct full compensation for any excess days used.

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.

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.

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.

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

Date Adopted: 4-27-2016

Last Revised: 4-27-2016

### **3.9—CERTIFIED PERSONNEL SICK LEAVE BANK**

#### **Sick Bank Policy**

It is the policy of the Melbourne School District to balance the personal needs of the employees with the academic needs of the school. As the need arises, the Board of Education may allow a one-time per year temporary sick bank to be established with the following guidelines:

1. The employee must submit a request in writing to the principal and superintendent.
2. The request must include the reason for the request along with a record of sick days used in the previous five (5) years or sick days used in total employment time if it is less than five (5) years.
3. If the principal and superintendent deem the request appropriate, the request will be referred to the board for consideration.
4. The temporary sick days must be donated to the employee by other employees in the system on a voluntary basis.
5. Requesting employee must use all his/her sick days and personal days before employee can use donated days.
6. Days not used by the requesting employee, will be given back to the contributing employee.
7. The employee requesting the sick day(s) may use the lesser of the total number of days calculated by counting fifty percent (50%) of the total number of sick days he/she carried over into the current year from the prior year, or the total number of days given to the sick bank for the specific requested purpose.
8. The temporary sick bank will be discontinued after the employee uses the maximum days allowed by the policy or the need for the days no longer exists.

Legal Reference: A.C.A. § 6-17-1208

Date Adopted:

Last Revised: September 29, 2009

### **3.10—CERTIFIED PERSONNEL PLANNING TIME**

A master schedule shall be created by the building level principal or designee indicating when each teacher's planning period and scheduled lunch period will be. Planning time is for the purpose of scheduling conferences, instructional planning, and preparation. Each teacher will have the ability to schedule these activities during his/her designated planning time. Teachers may not leave campus during their planning time without prior permission from their building level supervisor.<sup>2</sup>

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

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

Date Adopted: September 29, 2009

Last Revised:

### 3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

#### Personal Leave

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive three (3) days of personal leave per contract year.

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 by email or in writing to his or her supervisor prior to the time of the requested leave.**

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.

The following two (2) situations regarding personal leave days are discouraged by the school district and will require permission from the teacher's principal and the superintendent (permission will be granted only for extenuating circumstances):

- 1) Taking personal leave days during the first two weeks or the last two weeks of school.
- 2) Taking personal leave days that would extend a scheduled holiday or snow day.  
Personal leave may not be taken the day before or the day after a holiday.

Employees will be paid \$100 for each unused personal leave day per year (up to \$300) in addition to regular salary. (Note: Compensation paid for unused personal leave days is subject to change if the state requires the school district to pay for a portion of employees' health insurance.)

When an employee reaches 80 days accumulated sick leave, and has used his/her annual personal leave, he/she is entitled to exchange three sick days for one personal day, the exchanged days are not subject to compensation. The employee must have his/her principal's approval before such an arrangement is finalized.

### **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 District.

### **Funeral Leave**

A maximum of three days will be allowed for funeral leave for a member of the immediate family. After three days, absences will be charged to either sick or personal leave. This will be determined by the principal and/or by the employee's immediate supervisor. The immediate family will include (natural and/or step) father, mother, son, daughter, brother, sister, husband, wife, grandparent, grandchild, sister-in-law, brother-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, cousin, and other persons living in the same household.

Legal Reference: A.C.A. § 6-17-211

Date Adopted: 4/24/2017

Last Revised: 4/24/2017

### **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.

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

Date Adopted: 4/24/2017  
Last Revised:

### **3.13—LICENSED PERSONNEL PUBLIC OFFICE**

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

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

Prior to taking leave, and as soon as possible after the need for such leave is discerned by the employee, he 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

Date Adopted: 4/27/2016

Last Revised: 4/27/2016

### **3.14—LICENSED PERSONNEL JURY DUTY**

Employees are not subject to discharge, loss of sick leave, loss of vacation time or any other penalty due to absence from work for jury duty, 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

Date Adopted: 4/24/17

Last Revised:

### **3.15—CERTIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT**

Any teacher who 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

Date Adopted: March 22, 2004

Last Revised:

### **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. Ten dollars (\$10) 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. Two hundred Fifty dollars (\$250).

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 Principal 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. 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.

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

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

Date Adopted: 4-27-2016

Last Revised: 4-27-2016

### **3.17—INSULT OR ABUSE OF CERTIFIED PERSONNEL**

#### **INSULT OR ABUSE OF CERTIFIED PERSONNEL**

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

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

Legal Reference: A.C.A. § 6-17-106

Date Adopted: March 22, 2004

Last Revised:

### **3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT**

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

An employee may not accept employment outside of his 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.

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

Date Adopted: 4/24/17

Last Revised:

### **3.19—LICENSED PERSONNEL EMPLOYMENT**

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

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

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

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 Dennis Sublett, who may be reached at 870-368-7070.

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

Date Adopted: 4/27/2016

Last Revised: 4/27/2016

### **3.21—LICENSED PERSONNEL TOBACCO USE**

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

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

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

Legal Reference:A.C.A. § 6-21-609

Date Adopted: 4/24/17

Last Revised:

### **3.22—DRESS OF CERTIFIED EMPLOYEES**

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

Date Adopted:4/24/17

Last Revised:

### **3.23—LICENSED PERSONNEL POLITICAL ACTIVITY**

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

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

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.

Date Adopted: 4/24/17

Last Revised:

### **3.24—LICENSED PERSONNEL DEBTS**

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.

Date Adopted: 4/24/17

Last Revised:

### **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)

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

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

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

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

#### **Process**

Level One: An employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within 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 re-file their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent

or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

**Records**

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

**Reprisals**

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

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

Date Adopted: 4/24/17

Last Revised:

**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: 4/24/17

Last Revised:

### **3.26—CERTIFIED PERSONNEL SEXUAL HARASSMENT**

The Melbourne 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; and spreading rumors related to a person's alleged sexual activities.

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

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

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

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

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

Date Adopted: March 22, 2004

Last Revised:

### **3.27—CERTIFIED PERSONNEL SUPERVISION OF STUDENTS**

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

Date Adopted: September 29, 2009

Last Revised:

# Melbourne School District

## Acceptable Use Policy (AUP) & Internet Policy

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*Melbourne School District offers staff and students access to its electronic communication equipment and network system (hereafter referred to as "network"), including Internet access. The following administrative guidelines supplement and define the Acceptable Use & Internet Policy for staff and student use of the network, which was adopted by the Board of Education on **July 27, 2015**.*

The Melbourne School District is committed to promoting ethical and responsible use of computer and network resources and will not tolerate their misuse. The use of technology resources is a privilege, not a right, and should be treated as such. Access to the Internet and technology is provided for professional, managerial, and educational purposes only. Any person using district technology is responsible for its proper use. By accessing and using technology, users acknowledge that inappropriate use is prohibited and may result in disciplinary action. The Melbourne School District reserves the right to monitor or log all network activity with or without notice, including files, email and all web site communications, and therefore, users should have no reasonable expectation of privacy in the use of these resources. Staff and students agree to keep his/her password private and agree to log out correctly. Since students may use the school's computers in various classrooms, in labs, or in the library, it is his/her responsibility to know and understand the specific computer use rules (written or oral) applicable to each location. All users (staff members, guests, and students and their parents) must sign an Acceptable Use Agreement to access the network and use district computers. This agreement must be renewed on an annual basis.

### **Technology infractions include but are not limited to:**

#### **1. General infractions:**

- Using the network/Internet for other than educational purposes
- Gaining intentional access or maintaining access to materials which are "harmful to minors" as defined by Arkansas law
- Using the network/Internet to engage in sending numerous, unsolicited electronic mail messages or participate in chain letters which can degrade the performance of the network; or accessing chat lines/rooms
- Using abusive, obscene, sexually explicit, threatening, or profane language or expressions regarding racism or hate in private messages on the system; or using the system to harass, insult, or verbally attack others
- Wasting limited resources provided by the school or causing congestion of the network through lengthy downloads of files, or failing to delete old emails or other files which take up excessive space.
- Using technology in a way that interferes with work obligations
- Inhibiting other users from using the system or the efficiency of the systems.
- Identifying oneself with another person's name or password; or using an account or password of another user
- Divulging personally identifying information (Full Name, Address, Phone Number) about oneself or anyone else either on the network/Internet or in an email

#### **2. Hardware-related infractions:**

- Vandalize, steal, deface, destroy or remove computer equipment, parts, cables, accessories, etc.
- Unauthorized dismantling, disconnecting, or removing computer equipment, cables, or peripherals.
- Misuse of computer hardware that results in temporary or permanent damage or possible damage to equipment.
- Installation of unauthorized hardware
- Unauthorized relocation of hardware

#### **3. Software-related infractions:**

- Unauthorized changing of settings on computers including modification or removal of software, operating systems, security programs, configuration files, etc.
- Intentional introduction of a virus, proxies or other destructive elements.
- Installation of unauthorized and/or unlicensed software.
- Vandalizing data of another user; or attempting to access or copy another user's files
- Gaining or attempting to gain unauthorized access to resources or files
- Inappropriate use of files including:
  - Unauthorized copying of software programs.
  - Unauthorized usage of files or disks.
  - Unauthorized downloading of files.

#### **4. Computer Ethics-related infractions:**

- Attempting to access systems or files for unauthorized purposes.
- Using or attempting to use unauthorized passwords – system security passwords or other individual's passwords.
- Failure to keep personal passwords secure and private.
- Usage of computers for harassment (sexual, racial, personal, bullying, etc).
- Usage of computers for illegal or unethical activities including plagiarism, copyright violations.
- Usage of computers to convey or access any objectionable materials including topics which are: obscene, racially slurred, vulgar, sexually explicit, violent, etc.
- Excessive time usage when others are waiting.

#### **5. Internet/email related infractions:**

- Unauthorized posting of information/graphics pertaining to Melbourne School District, its employees, or students.
- Visiting improper or inappropriate websites.
- Design, creation or posting of websites which do not follow the district webpage standards.
- Use of chat rooms, cyber cafes, etc.
- Inappropriate email.
- Accessing or playing online games, unless instructed to do so by the teacher or instructor
- Confidentiality – No email is confidential, personal, or private. All or part of an email can be sent to hundreds of people with just a few mouse clicks. In addition, emails can be subject to open records law. Persons should not post email messages containing inappropriate language or content.

#### **6. Wireless Devices:**

- All wireless devices that connect to Melbourne School District network must also abide by this AUP, including guests.

## **Melbourne School District Web Pages**

The technology coordinator or his/her designee will be responsible for the creation of web pages or the association of web pages to the district's home page. On occasion, a student's name and/or picture may appear on a school web page; however, a student's picture will not be identified with his/her name.

## **Technology Protection Measure**

- Melbourne School District will participate in the Arkansas Department of Information Systems (DIS) topical filtering system as an active restriction measure to prevent access to material that is harmful to minors with a secondary line of topical filtering utilized on the additional bandwidth. District teachers and staff will make reasonable efforts to supervise student use of the network and Internet Access; however, they must have student cooperation in exercising and promoting responsible use of the technology.

## **Appropriate Online Behavior Education for Minors**

- Melbourne School District educates minors about appropriate online behavior, including interaction with other individuals on social networking websites and in chat rooms, and in cyberbullying awareness and response.

## **Your Rights**

- Users should expect only limited privacy in the contents of their personal files and email on the districts or schools network; they must realize that any information stored electronically on school-owned equipment is subject to Arkansas' Freedom of Information Act. The situation is similar to the rights staff and students have in regard to their lockers, desks, or other storage systems.

## **Disciplinary Actions:**

All violations will be handled as any other infraction of school board policy. Disciplinary actions may include:

1. Revocation of computer access.
2. Financial restitutions.
3. Students: suspension, expulsion, academic failure due to lack of course completion, or other penalties as may be appropriate.
4. Employees: Up to and including termination of employment.
5. Possible referral for prosecution.

## **Limitations of Liability**

The Melbourne School District makes no guarantees that the functions of the services provided by or through the network will be error-free or without defect. The district will not be responsible for any damage the user may suffer, including but not limited to, loss of data or interruptions of service. The district is not responsible for the accuracy or quality of the information obtained through or stored on the network. The district will not be responsible for financial obligations arising through the unauthorized use of the network.

**3.28F—CERTIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT**

**Acceptable Use Policy (AUP) Authorization Form**

Internet Acceptable Use Policy Consent Form

***Melbourne School District***

Faculty/Staff

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First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
(please print)

Select School Campus:

- Melbourne Elementary       Melbourne High School       Mt. Pleasant Elementary  
 District Office       Transportation Department

I have read the Acceptable Use Policy for Melbourne Public School District. I understand and agree to abide by the stated terms and conditions set forth in this document. It is further understood that violations of the regulations are unethical and may constitute disciplinary actions including revocation of access to technology, termination of employment, or legal actions in the case of criminal activities.

It is extremely important that faculty **NEVER** share their passwords with students, because teachers and staff have more rights on the network than students. To protect the security of your own and other's files, please NEVER share your password with anyone and always log out when you leave your computer. Do not allow a student to use the computer with your log in name and password unless you are supervising them the entire time. This could lead to a breach of security.

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date Adopted: March 24, 2004

Last Revised: July 27, 2015

### **3.29—CERTIFIED PERSONNEL SCHOOL CALENDAR Melbourne School District/ 2017-18 Academic Calendar**

July 31-August 11 Teacher In-Service  
August 14 School Begins  
September 4 Labor Day  
September 19 Parent/Teacher Conferences  
October 13 End 1<sup>st</sup> Quarter 45Days  
October 16 Beginning 2<sup>nd</sup> Quarter  
November 13 Deer Day  
November 17 Mid-Term Progress Reports  
November 22-24 Thanksgiving Holiday  
December 20 End 2<sup>nd</sup> Quarter 44Days  
December 21-January 3 Christmas Break  
January 4 2<sup>nd</sup> Semester Begins  
February 15 Parent/Teacher Conferences  
February 16 No Student Contact, Professional Development  
March 9 End 3<sup>rd</sup> Quarter 47Days  
March 12 Beginning 4<sup>th</sup> Quarter  
March 19-23 Spring Break  
March 30 Good Friday  
April 20 Mid-Term Progress Reports  
May 18 End 4<sup>th</sup> Quarter (No Inclement Weather) 44 Days  
+ 5 Snow Days  
Instructional Days= 178  
Parent/Teacher Conference= 2  
Inclement Weather Days= 5

Board Approved: 4/24/17

### **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)

Date Adopted: 4-27-2016

Last Revised: 4-27-2016

### **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.(Melbourne Drug and Alcohol Safety Education Program (866-533-1760); Prevention Resource Center (Mtn. View, 866-533-1759); Prevention Resource Center (Batesville, 870-793-8900, ext 1222.)

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

Date Adopted: 4-27-2016

Last Revised: 4-27-2016

### **3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE**

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

#### **SECTION ONE— FMLA LEAVE GENERALLY**

##### **Definitions:**

“Eligible Employee” is an employee who has:

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 3.44, employees who do perform work at another, non-district job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

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

### **Health Insurance Coverage**

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

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

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 coverages, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.

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

If the employee fails to return from leave after the period of leave 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. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee may not be restored to a position requiring additional licensure or certification.

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

## **Provisions Applicable to Section One**

### **Employee Notice to District**

#### **Foreseeable Leave:**

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

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

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

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

#### **Unforeseeable Leave:**

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

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

#### **Medical Certification**

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

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

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

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

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

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

### **Substitution of Paid Leave**

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

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

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

### **Return to Work**

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

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

### **Failure to Return to Work:**

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

### **Intermittent or Reduced Schedule Leave**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION TWO- FMLA LEAVE CONNECTED TO MILITARY SERVICE**

### **Leave Eligibility**

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

## **QUALIFYING EXIGENCY**

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

### **Definitions:**

“Covered active duty” means:

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

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

### **Certification**

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

### **Employee Notice to District**

#### **Foreseeable Leave:**

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

#### **Unforeseeable Leave:**

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

#### **Substitution of Paid Leave**

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

### **Intermittent or Reduced Schedule Leave**

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

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

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

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

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

**SERIOUS ILLNESS**

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

**Definitions:**

“Covered Service Member” is:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is 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 servicemember” is a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”

“Serious Injury or Illness”:

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

the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

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

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

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

If a legally married couple are both eligible employees employed by the District, the legally married couple are entitled to a combined total of twenty-six (26) weeks of leave during one twelve (12) month period to care for their spouse, son, daughter, parent, or next of kin who is a covered service member with a serious injury or illness, as defined in this policy. The leave taken by a legally married couple who care for such a covered service member continues to be limited to a total of twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency during a year, as defined in this policy, regardless of whether or not the legally married couple uses less than a combined total of fourteen (14) weeks to care for a covered service member with a serious injury or illness; moreover, the legally married couple's twelve (12) weeks are combined when taken for reasons 1, 2, or to care for a parent under reason 3 in Section One. For example, a legally married couple who are both eligible employees and who care for such a covered service member for sixteen (16) weeks during a twelve (12) month period could:

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

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

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

#### **Unforeseeable Leave:**

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

#### **Substitution of Paid Leave**

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

#### **Intermittent or Reduced Schedule Leave**

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

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

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date Adopted: 4-27-2016  
Last Revised: 4-27-2016

### **3.33—ASSIGNMENT OF EXTRA DUTIES FOR CERTIFIED PERSONNEL**

Extracurricular duties are considered a normal part of a teacher's work. When a teacher signs a contract with the school district, he/she is agreeing to perform all duties that normally accompany teaching in a public school district. These duties almost always involve direct supervision of children at work or play. Other duties may include, but are not limited to; serving on various curriculum, personnel, discipline, or textbook selection committees when asked to do so by their administrators or when elected to do so by their peers. It is a necessary part of school work for all teachers to share such extracurricular duties. The principal of each school shall have the responsibility of assigning such duties.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 4-05-2017

Last Revised:

### **3.34—LICENSED PERSONNEL CELL PHONE USE**

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

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.

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

Date Adopted: 4-27-2016  
Last Revised: 4-27-2016

### **3.35- CERTIFIED PERSONNEL BENEFITS**

In addition to sick days and personal days as discussed in this document, Certified Employees are also subject to other following benefits:

- Social Security Program as determined by Federal Law
- Insurance Matching
- Teacher Retirement Matching and Benefits determined by the ATRS
- T-Drop Program as determined by the ATRS
- Passes for school employees, spouses and their children will be provided for all school activities
- Passes for all retired employees of Melbourne School District and spouses will be provided for all home games, providing the retired employee has a minimum of ten years of service at the Melbourne School District.

Legal Reference: A.C.A § 6-17-201

Date Adopted: 4/24/17

Last Revised:

### **3.36—CERTIFIED PERSONNEL DISMISSAL AND NON-RENEWAL**

For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act A.C.A. §§ 6-17-1501 through 1510.

A copy of the Act is available for review in the office of the principal of each school building.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: March 22, 2004  
Last Revised:

### **3.37—ASSIGNMENT OF PARAPROFESSIONALS**

#### **ASSIGNMENT OF PARAPROFESSIONALS**

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: March 22, 2004

Last Revised:

### **3.38—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING**

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

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

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

A school principal or his 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:

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

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 4-27-2016

Last Revised: 4-27-2016

### **3.39— CERTIFIED 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 certified employee.

Legal Reference: A.C.A. § 6-17-104

Date Adopted: September 29, 2009  
Last Revised:

### **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

Date Adopted: 4/24/17

Last Revised:

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

#### **Obtaining Eligibility Information**

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

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

In addition to potential federal criminal penalties that may be filed against a staff member who violates this 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)

Date Adopted: 4/24/17  
Last Revised:

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

Any employees possessing a teaching license, regardless of whether holding such a license is a condition of employment in the employee's current job assignment, must at all times maintain such a license in good standing with the State Board of Education. Any employee who is reprimanded, has his or her license put under any period of probation, or has his or her license revoked by the State Board of Education pursuant to Arkansas State Board of Education Rules Governing the Code of Ethics for Arkansas Educators will face disciplinary action, up to and including termination or nonrenewal of his or her contract of employment.

Legal References: Rules Governing the Code of Ethics for Arkansas Educators;  
A.C.A. § 6-11-105  
A.C.A. § 6-17-401  
A.C.A. § 6-17-410  
A.C.A. § 6-17-422

Date Adopted: September 29, 2009  
Last Revised:

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

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic.

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".

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

Date Adopted: 4-27-2016  
Last Revised: 4-27-2016

### **3.45—LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS**

#### **Definitions**

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

Legal References: A.C.A. § 11-2-124

#### RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS EDUCATORS

Date Adopted: 4/24/17

Last Revised:

### **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.

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

Date Adopted: 4-27-2016

Last Revised: 4-27-2016

### **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**

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

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

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

Date Adopted: 4-27-2016  
Last Revised: 4-27-2016

### **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

Date Adopted: 4/24/17

Last Revised:

### **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

Date Adopted: 4-27-2016

Last Revised: 4-27-2016

## **AFFIRMATIVE ACTION POLICY**

### **PHILOSOPHY:**

Melbourne School District No. 20 is dedicated to the objective of equal opportunity for all. School policy and practice will strongly support the goals of affirmative action in its educational programs and activities. Melbourne School District No. 20 does not discriminate on the basis of race, national origin, religion, sex, or disability in employment of faculty and staff or admission and treatment of students. It is the policy of Melbourne School District No. 20 to make every effort to comply with the requirements of Title VI of the Civil Rights Act of 1964 and Title IX of the Educational Amendments Act of 1972.

An annual report shall be made each year containing recruitment, visitation, applications received, interviews held, persons extended contracts, and the actual employment figures for the previous year.

### **PUBLIC DECLARATION OF THE POLICY:**

It is the responsibility of the superintendent to inform employees and potential employees of the school's affirmative action policy. This shall be accomplished through special meetings, handbooks for teachers, and orientations. When requested, the school will provide a copy of the affirmative action policy to businesses with which contractual arrangements have been made.

### **RESPONSIBILITY FOR ACTIVATION OF THE PROGRAM:**

The superintendent will be the officer and coordinator for equal opportunity employment. He/she will be responsible for implementing the program and evaluating it by annual review. The superintendent will ensure that no discrimination exists in employment, promotion, demotion, or dismissal of any certified or classified personnel.

### **AFFIRMATIVE ACTION CONFIDENTIAL FILE:**

A confidential file of applications from minority individuals will be kept. Any person in a minority group who is not employed by this school district will have his/her file kept active for two years. The applicant will then be notified that the application will be placed in an inactive file unless he/she desires it to be kept active for another year.

If a vacancy occurs, the minority file will be checked to see if any applicant is qualified. If so, the screening committee will consider the applicant. If a candidate for an open position passes from the screening committee to an interview, a written record will be kept of the interview.

Date Adopted: July 8, 2008

Date Revised:

## **Melbourne School District/ 2017-18 Academic Calendar**

July 31-August 11 Teacher In-Service  
August 14 School Begins  
September 4 Labor Day  
September 19 Parent/Teacher Conferences  
October 13 End 1<sup>st</sup> Quarter 45Days  
October 16 Beginning 2<sup>nd</sup> Quarter  
November 13 Deer Day  
November 17 Mid-Term Progress Reports  
November 22-24 Thanksgiving Holiday  
December 20 End 2<sup>nd</sup> Quarter 44Days  
December 21-January 3 Christmas Break  
January 4 2<sup>nd</sup> Semester Begins  
February 15 Parent/Teacher Conferences  
February 16 No Student Contact, Professional Development  
March 9 End 3<sup>rd</sup> Quarter 47Days  
March 12 Beginning 4<sup>th</sup> Quarter  
March 19-23 Spring Break  
March 30 Good Friday  
April 20 Mid-Term Progress Reports  
May 18 End 4<sup>th</sup> Quarter (No Inclement Weather) 44 Days  
+ 5 Snow Days  
Instructional Days= 178  
Parent/Teacher Conference= 2  
Inclement Weather Days= 5

Board Approved: 4/24/17