# STUTTGART SCHOOL DISTRICT
# LEA 01-04-000

# LICENSED PERSONNEL POLICY

## 2017-2018

**Updated 06/13/2017**

## 3.0 - GENERAL POLICIES

The Board of Education is required by law to establish personnel policies within the School District. Said policies shall be filed, along with an affidavit signed by the President of the Board attesting compliance with State law requiring personnel policies, with the Chairman of the State Board of Education.

All personnel policies adopted by the Board shall be given to each teacher or administrator employed for the first time by the School District. Any amendments to the personnel policies shall also be given to all personnel within thirty (30) days of approval by the Board.

I. The personnel policies of the school district shall be considered to be incorporated as terms of the licensed personnel contracts and shall be binding upon the licensed personnel and the district.

II. Any changes or additions to the personnel policies shall not be considered a part of the licensed personnel contracts until the next fiscal year.

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

A. The voting and counting shall be conducted by the personnel policy committee.

IV. All changes or additions to the personnel policies or new personnel policies shall be made in accordance with §6-17-201 et seq., as may be amended.

V. The district may adopt a uniform policy, in accordance with §6-17-201 et seq. limiting the number of past years' experience for which all newly employed licensed personnel will receive credit on the salary schedule.

VI. The policy shall be written so that a prospective licensed employee can determine his or her placement on the salary schedule.

VII. The school district shall adopt, in accordance with §6-17-201 et seq., a supplement to the salary schedule for those licensed staff employed longer than the period covered by the salary schedule and for duties in addition to licensed employees' regular teaching assignments.

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

IX. No licensed person may waive payment according to the salary schedule.

The Board shall provide for a Committee on Personnel Policies, as composed by law, to annually review the personnel policies of the Board to determine if additional policies or amendments to existing policies are needed. The committee may propose new policies or amendments to existing policies. The Board shall consider and adopt, reject, amend, or refer back to the committee for further study and revisions any proposed policies or amendments that are submitted to the Board for consideration.

The District shall have a personnel policies committee consisting of no fewer than five (5) classroom teachers and no more than three (3) administrators, provided that the classroom teacher members shall be elected by a majority of the classroom teachers employed in the district by secret ballot in an election conducted by the teachers.

The School District's committee on personnel policies shall organize itself in the first quarter of each school year, elect a chairman and secretary, and develop a calendar of meetings throughout the year to review the District's personnel policies to determine if additional policies or amendments to existing policies are needed and to review any proposed distribution of a salary underpayment from previous years.

Minutes of the committee meetings shall be promptly reported and distributed to members of the Board and posted in the buildings of the District including administrative offices.

Either the committee or the Board of Directors may propose new personnel policies or amendments to existing policies, if the proposals by the Board have been presented to the committee at a regular or special meeting of the committee at least ten (10) working days prior to presentation to the Board. The committee will hold a meeting within ten (10) working days of the School Board request to present a School Board proposal to the committee. The committee will present its proposed policies or amendments to existing policies to the Board of Directors.

The Chair of the committee or a member of the committee designated by the Chair will have the opportunity to orally present the committee's proposed policies or amendments to existing policies to the Board of Directors.

After presentation to the Board, action shall be taken no later than the next regular Board meeting.

The Board of Directors shall have the authority to adopt, reject or refer back to the Committee on Personnel Policies for further study and revision of any proposed policies or amendments to existing policies that are submitted to the Board for consideration.

The Superintendent may recommend any changes in personnel policies to the Board of Directors or to the personnel policies committee. Such recommendations shall become proposals if adopted by either the Board or the committee.

The School District shall file personnel policies and salary schedules with the State Board of Education by September 15 of each year as required by Act 170 of 1991 and Act 391 of 1999.

Legal References: Ark. Code 6-17-201 through 6-17-206;
Ark. Act 840 of 1979; Act 224 of 1983;
Act 687 of 1987; Act 170 of 1991;
Act 902 of 1993; Act 1108 of 1993;
Act 1187 of 1993; Act 931 of 1997;
Act 103 of 1997; Act 391 of 1999.

## 3.1—LICENSED PERSONNEL SALARY SCHEDULE

**STUTTGART SCHOOL DISTRICT 2017-2018**
**LICENSED SALARY SCHEDULE**

| YEAR | STEP | BACHELOR | B+15 | MASTERS | M+15 | M+30 | ADV/SPEC | DOCTORATE |
|---|---|---|---|---|---|---|---|---|
| 0 | 1 | $36,540.00 | $37,164.00 | $39,877.00 | $40,709.00 | $41,645.00 | $41,645.00 | $42,249.00 |
| 1 | 2 | $37,060.00 | $37,684.00 | $40,455.00 | $41,287.00 | $42,223.00 | $42,223.00 | $42,878.00 |
| 2 | 3 | $37,580.00 | $38,204.00 | $41,033.00 | $41,865.00 | $42,801.00 | $42,801.00 | $43,507.00 |
| 3 | 4 | $38,100.00 | $38,724.00 | $41,611.00 | $42,443.00 | $43,379.00 | $43,379.00 | $44,136.00 |
| 4 | 5 | $38,620.00 | $39,244.00 | $42,189.00 | $43,021.00 | $43,957.00 | $43,957.00 | $44,765.00 |
| 5 | 6 | $39,140.00 | $39,764.00 | $42,767.00 | $43,599.00 | $44,535.00 | $44,535.00 | $45,394.00 |
| 6 | 7 | $39,660.00 | $40,284.00 | $43,345.00 | $44,177.00 | $45,113.00 | $45,113.00 | $46,023.00 |
| 7 | 8 | $40,180.00 | $40,804.00 | $43,923.00 | $44,755.00 | $45,691.00 | $45,691.00 | $46,652.00 |
| 8 | 9 | $40,700.00 | $41,324.00 | $44,501.00 | $45,333.00 | $46,269.00 | $46,269.00 | $47,281.00 |
| 9 | 10 | $41,220.00 | $41,844.00 | $45,079.00 | $45,911.00 | $46,847.00 | $46,847.00 | $47,910.00 |
| 10 | 11 | $41,740.00 | $42,364.00 | $45,657.00 | $46,489.00 | $47,425.00 | $47,425.00 | $48,539.00 |
| 11 | 12 | $42,260.00 | $42,884.00 | $46,235.00 | $47,067.00 | $48,003.00 | $48,003.00 | $49,168.00 |
| 12 | 13 | $42,780.00 | $43,404.00 | $46,813.00 | $47,645.00 | $48,581.00 | $48,581.00 | $49,797.00 |
| 13 | 14 | $43,300.00 | $43,924.00 | $47,391.00 | $48,223.00 | $49,159.00 | $49,159.00 | $50,426.00 |
| 14 | 15 | $43,820.00 | $44,444.00 | $47,969.00 | $48,801.00 | $49,737.00 | $49,737.00 | $51,055.00 |
| 15 | 16 | $44,340.00 | $44,964.00 | $48,547.00 | $49,379.00 | $50,315.00 | $50,315.00 | $51,684.00 |
| 16 | 17 | $44,860.00 | $45,484.00 | $49,125.00 | $49,957.00 | $50,893.00 | $50,893.00 | $52,313.00 |
| 17 | 18 | $44,860.00 | $46,004.00 | $49,703.00 | $50,535.00 | $51,471.00 | $51,471.00 | $52,942.00 |
| 18 | 19 | $44,860.00 | $46,004.00 | $50,281.00 | $51,113.00 | $52,049.00 | $52,049.00 | $53,571.00 |

**Benefits:** Full time employees, health care participants, will receive a district contribution for the state sponsored health insurance plan in the amount of $172.87 or higher per month. Amount may be adjusted as required by law.
Employer paid dental plans for employee only.
14% of the employee's salary will be contributed to Teacher Retirement on behalf of the employee.

190 days

A. Salary Computation Method: 1) salary schedule (administrator/teacher) plus, 2) extra days, 3) supplemental contract*/stipend(s)* 4) equals total salary.
B. Any off-contract instructional activity (such as tutoring, curriculum development, data disaggregation) for which a teacher is not paid a set stipend, the licensed personnel will be paid at a rate of $25.00 per hour. These activities must be pre-approved by administrative personnel.

*Negotiated at the discretion of the School Board. **LEA 01-04-000**
Legal References: A.C.A. § 6-17-201, 202, 2403
A.C.A. § 6-20-2305(f)(4)

A. SALARY

**1. Salary** The board shall each year approve a salary schedule presented by the superintendent. The schedule shall list starting and maximum salaries for instructional personnel in seven categories:

B.A., B.A.+15, M.A., M.A.+15, M.A.+30, Adv/Spec, and Doctorate.
For the purposes of the salary schedule, a teacher will have worked a "year" if he/she works at least160 days.

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

**Arkansas Professional Pathway to Educator Licensure (APPEL) Program**

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

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

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

**2. Increments**

a. Salary increments shall be given for years of teaching experience in and for advanced educational levels. (See a current schedule.)

b. Only hours of credit earned and documentation provided before September 1 of each year shall be counted toward a salary adjustment for the first semester of the current fiscal year. Only hours of credit earned and documentation provided before January 1 of each year shall be counted toward a salary adjustment for the second semester of the current fiscal year. Pay will be on a "go forward" basis, and no back pay will be rewarded. An official transcript and salary increase form must be provided to the Superintendent of Schools as documentation.

c. Requirements for qualifying for education increments.

(1) Only hours of credit earned after certification will be counted toward increments. Any hours below graduate level must be pre-approved by both the principal and superintendent to qualify.

**3. Pay Intervals**

a. All paydays for all licensed personnel shall be on the 20th of every month unless the 20th falls on a weekend or holiday, in which case payday will fall on the closest working day to the 20th.

b. All employees' pay periods will be based on 12 months.

**4. Daily Rate**

A day's salary for an employee shall be determined by dividing the salary as stated in the employee's current contract by the number of working days as determined by the superintendent and listed in the contract. (The total number of working days shall normally be 190 for 9 1/2 month employees and 197 for 10-month employees.)

**5. Perfect Attendance**

Licensed personnel who miss 2 days or less during a school year will receive a perfect attendance bonus of $400.00 at the end of the school year.
Licensed personnel who miss 3-4 days during a school year will receive a $200.00 perfect attendance bonus at the end of the school year.
Perfect attendance will only be based on the four nine week student calendar period.
Sick, Personal, Vacation and Bereavement leave will be counted when determining whether an employee qualifies for Perfect Attendance. Jury Duty will not count against perfect attendance.

**6. Off-Contract Instructional Activity**

Any off-contract instructional activity (such as tutoring, curriculum development, data-disaggregation) for which a teacher is not paid a set stipend, the licensed personnel will be paid at the rate of $25.00 per hour. These activities must be pre-approved by administrative personnel.

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

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

Date Adopted: 06/24/2003
Last Revised: 04/11/2017

## 3.1.1 – QUALIFICATIONS

The Board of Education requires that each licensed employee in the School District hold at least a Bachelor's Degree from an accredited college or university.

Each licensed employee shall hold a current valid Arkansas Teacher's Certificate, which shall be on file in the office of the superintendent.

A teacher must fulfill the continuing education requirements set forth by the board during his/her term of employment.

Date Adopted: 06/24/2003
Last Revised: 04/11/2017

## 3.1.2 – PROFESSIONAL PERSONNEL CERTIFICATION & RECERTIFICATION

It shall be the policy of the Board of Education that:

1. All administrative, teaching and other personnel shall meet appropriate state certification and re-certification requirements.

2. Personnel with provisional certification may be used in emergencies only. A provisionally licensed person may continue to be used provided that the person meets the requirement for renewal of provisional certification. In no case may a provisionally licensed person replace a provisionally licensed person unless the school documents to the State Department of Education that efforts have been made to hire a licensed person.

3. Re-certification in a subject area shall require intervening educational experience related to that subject area.

4. Re-certification for administrative and other personnel shall require appropriate intervening experience related to their responsibilities.

The superintendent is directed to implement and monitor their requirements, and maintain appropriate documentation in personnel records.

Legal References: Standards for Accreditation of Arkansas Public Schools, 1984.

Date Adopted: 06/24/2003
Last Revised:

## 3.1.3 - SUBSTITUTE TEACHERS/STUDENT TEACHERS

A. SUBSTITUTE TEACHERS

1. Definition: A substitute teacher is a person who replaces a regular teacher during the regular teacher's absence from duty.

2. Classifications:

a. Degree substitute teacher: A substitute teacher who has earned a degree from an accredited 4-year higher education institution.
b. Non-degree substitute teacher: A substitute teacher who has not earned a degree from an accredited 4-year higher education institution.
c. Licensed substitute teacher: A substitute teacher who has earned a degree from an accredited 4 year higher education institution and holds a valid teaching license.

3. Rates of Payment

a. Degree substitute teacher will be paid $75 per day.
b. A degree substitute teacher who teaches for 20 or more consecutive* days in the same class will be considered long term and will be paid $125 per day.
c. Non-degree substitute teachers will be paid $65 per day.
d. A licensed substitute teacher who teaches for 20 or more consecutive* days in the same class will be considered long term and will be paid $150 per day.
Long term substitutes (substitutes who teach for 20 or more consecutive* days in the same class) will receive retroactive amounts indicated for the categories above once they reach the 20th consecutive* day.
(*consecutive may exclude a day missed for personal illness, doctor's appointment, death in family. Any excused absence will be made at the Superintendent's/Principal's discretion).

4. Responsibility of regular teacher.

a.The regular teacher must notify the principal (or designee) approximately an hour before school that he/she will not be present.
b.If a teacher fails to notify the principal (or designee) of his/her absence, a day's salary will be deducted.

5. Responsibility of principal.

a. The principal shall secure a substitute teacher.
b. The principal shall call only substitutes who have been granted substitute status by the school administrator. Licensed persons will be given preference.
c. The principal shall have the regular teacher fill out an absentee form.
Both the principal and the teacher shall sign the form before sending it to the superintendent.

d. The principal shall notify the substitute that the regular teacher is returning to duty.

B. STUDENT TEACHERS

1. Stuttgart School District #22 requires written continuing agreements with teacher training institutions in Arkansas. The district's cooperation with these institutions stem from a professional commitment that the teacher training program cannot be effective without the participation of experienced, professional teachers offering personal guidance to the student teacher.

2. Specific board policies regarding student teachers.

   a. The local school district has no legal obligation to accept student teachers.

   b. Student teachers are given their assignments on the basis of a written agreement involving the superintendent, principal, cooperating teacher and the university representative.

   c. The student teacher should act in a professional manner and should be regarded as a professional by students and school personnel.

   d. Corporal punishment may be administered only by licensed personnel. If a student teacher sees that corporal punishment of a student is necessary, he or she should seek the cooperating teacher's assistance.

   e. If a student teacher must be absent due to illness, the principal and cooperating teacher should be notified. The university supervisor must approve any absence not due to illness.

   f. Depending on the insurance policy approved by the board in any given year, student teachers may be covered by the district's legal liability policy which provides protection for permanent employees. However, since the student teacher is still a full-time student in a college of education, the board strongly advises that he or she provide his or her own insurance program, including liability coverage.

Date Adopted: 06/24/2003
Last Revised: 10/14/2014

## 3.1.4 – RECRUITMENT OF PROFESSIONAL PERSONNEL

An outstanding educational program in this school system is dependent upon the employment and retention of the best-qualified personnel. This will be accomplished by giving careful consideration to qualifications and by providing attractive salary schedules, adequate facilities, and good working conditions.

1. The board encourages young men and women to enter the profession of education in this community and to make it their career. Currently employed professional personnel share a common responsibility for supporting this position.

2. Teacher recruitment and selection is the responsibility of the superintendent. Principals and directors will assist as needed. General staff recruitment and selection is the responsibility of the administrative staff.

3. Factors which influence selection of professional personnel are as follows:

    a. Training and Certificates.

    b. Professional Competence.

    c. Personality and Compatibility.

    d. Suitability for the position.

    e. Professional Attitude.

4. The board follows the practice of employing professional personnel without regard to race, sex, or religion.

5. All professional personnel selected for employment must be approved by the superintendent and recommended to the board for election.

Legal References: Ark. Code §6-13-620, §6-17-301; Act 1164 of 1991

Date Adopted: 06/24/2003
Last Revised:

## 3.1.5 – HIRING

GENERAL EMPLOYMENT POLICIES

1. All employees of Stuttgart School District No. 22 must reside near enough to the place of employment (preferably within the district) to enable them to fulfill all professional responsibilities.
2. All employees of the Board of Education except the superintendent, auditor, treasurer and attorney, shall be selected on nomination of the superintendent. Should a person nominated by the superintendent be rejected by the board, it will be the duty of the superintendent to make another nomination.
3. The board or an appointed committee of the board will make recommendations for the compensation of the superintendent. The superintendent shall make recommendations to the board or committee for the compensation of other employees of the district.
4. The superintendent shall see that persons recommended to the board for employment meet all qualifications established by law and by the board for the type of position for which the nomination is made.
5. All teachers employed by the district shall be fully licensed or actively working toward certification.
6. The employment practices of the board shall conform to the regulations of Title IX of 1972. (See Title IX regulations.)
7. For a minimum of 80% of the student contract days, Stuttgart Public Schools shall provide at least thirty minutes, uninterrupted, duty-free lunch period for each licensed school employee. Each building principal will be responsible for implementing this policy.
8. The children or wards of any person, who is a public school teacher in one school district in this state and a resident of another school district in this state, shall be entitled to be enrolled and to attend school in either the district in which the parent or guardian resides or the district in which the parent or guardian is a teacher.

Legal References: A.S.A. §80-509, 80-1304.

Date Adopted: 06/24/2003
Last Revised:

## 3.1.6 – ORIENTATION OF NEW TEACHERS

The Board of Education recognizes the importance of an organized system-wide orientation program for all teachers new to the school district each school year and directs the administration to plan and implement an orientation program in accordance with legal and other requirements.

Legal Reference: A.S.A. §80-509

Date Adopted: 06/24/2003
Last Revised:

## 3.1.7 – PROBATION – LICENSED PERSONNEL

A probationary teacher is one who has not completed three (3) years of employment in the Stuttgart School District. A teacher employed in a school district in this state for three (3) years shall serve one additional year of probationary status upon employment by the Stuttgart School District.

Legal References: Ark. Act 766 of 1979; Act 936 of 1983

Date Adopted: 06/24/2003
Last Revised:

## 3.1.8 – SUPERVISION OF PROFESSIONAL STAFF

The Board of Education is vested with the general administration, and maintenance of the district is delegated to the Superintendent of Schools as the executive officer of the board.
At the discretion of the superintendent, appropriate supervisory duties may be delegated to district staff members as required.

Legal References: Ark. Stat. Ann. 80-213, 80-509

Date Adopted: 06/24/2003
Last Revised:

## 3.2—LICENSED PERSONNEL EVALUATIONS

**Definitions**

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

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

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

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

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

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

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

**Teachers**

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

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

Teachers will be evaluated under the schedule and provisions required by TESS. Each school-year, the district will conduct a summative evaluation over all domains and components on all probationary teachers as well as any teacher currently on an "intensive support" improvement plan or who has successfully completed intensive support or participated in an improvement plan during the current or previous school-year. All teachers not covered in the previous sentence will have a summative evaluation over all domains and components at least once every four years.

To establish the initial four-year rotation schedule for non-probationary teachers to be summatively evaluated, at least one-quarter of each school's non-probationary teachers will be selected for evaluation by the Superintendent.

All teachers shall develop a Professional Growth Plan (PGP) annually that must be approved by the teacher's evaluator. If there is disagreement between a teacher and the teacher's evaluator concerning the PGP, the decision of the evaluator shall be final.

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

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

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

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

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

**Building Level or District Level Evaluations**

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

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

Novice category and probationary building level or district level leaders, those building level or district level leaders who have been placed in the Intensive category, and those building level or district level leaders who have not had a summative evaluation the previous three years will have a summative evaluation. A building level or district level leader shall complete a PGP based on the standards and functions determined during the initial summative evaluation meeting with the superintendent or designee. If there is disagreement between a building level or district level leader and the leader's evaluator concerning the PGP, the decision of the evaluator shall be final. In subsequent years, he/she shall revise his/her PGP and associated documents required under LEADS.

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

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

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

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

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

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

Date Adopted: 06/24/2003
Last Revised: 06/9/2015

## 3.2.1 – PROMOTION

The Board of Education shall consider and determine all promotions of employees based upon the recommendations of the Superintendent. All employees considered for promotion must possess the appropriate certificate issued by the State Board of Education for said position.

Legal References: Ark.Stat.Ann. §80-213, §80-509, §80-1234.

Date Adopted: 06/24/2003
Last Revised:

## 3.2.2 – SUSPENSION

Whenever a superintendent has reasons to believe that cause exists for the termination of a teacher and that immediate suspension of the teacher is necessary, the superintendent may suspend the teacher without notice or a hearing. The superintendent shall notify the teacher in writing by registered or licensed mail, according to teacher's residence address in personnel file, within two (2) school days of the suspension. Such written notice shall include a simple but complete statement of the grounds for suspension and/or recommended termination, and shall state that a hearing before the Board of Directors is available to the teacher, upon request, provided such request is made in writing within the time provided in Section (9) of Act 936 of 1983. The hearing shall be scheduled by the president of the board and the teacher, and shall be held within the time provided in Section (9) of Act 936 of 1983, after a request for the hearing unless the teacher and the board agree to a later time. If sufficient grounds for termination or suspension are found, the board may terminate the teacher or continue the suspension for a definite period of time. The salary of a suspended teacher shall cease as of the date the board sustains the suspension. If sufficient grounds for termination or suspension are not found, the teacher shall be reinstated without loss of compensation.

Legal References: Ark.Act 766 of 1979; Fullerton v. Southside School District, 272 Ark. 288 (April 13, 1981); Maxwell v. Southside School District, 273 Ark. 89 (June 8, 11981); McElroy v. Jasper School District, 273 Ark. 143 (June 15, 1981); Act 936, 1983.

Date Adopted: 06/24/2003
Last Revised:

## 3.2.3 – TENURE

See Act of 1983. Teacher Fair Dismissal Act of 1983

Legal Reference: Ark. Act 936 of 1983

Date Adopted: 06/24/2003
Last Revised:

## 3.2.4 – LICENSED PERSONNEL TRANSFER

The Board of Education may transfer any teacher or other personnel upon the recommendation of the superintendent when in the best interest of the school district to do so. The principal will notify, in writing, the personnel being transferred prior to the presentation to the Board. Such transfers shall not be arbitrary, capricious, or discriminatory.

The board may also grant a requested transfer if the employee so requesting possesses the required qualifications for the desired position and if a vacancy in such position exists all requests for voluntary transfers shall be carefully considered and reviewed on a nondiscriminatory basis.

Legal References: Ark.Stat.Ann. §80-1234; Ark. Stat. Act 654 (1991).

Date Adopted: 06/24/2003
Last Revised:

## 3.2.6 – RESIGNATION OF LICENSED PERSONNEL

During the period of their employment contract or within ten (10) days after the end of the school year, a teacher may deliver or mail by registered mail to the board his/her resignation as a teacher.

If a teacher, prior to resignation being accepted, resigns and accepts employment in another district in a position requiring a teaching certificate, the board may request the State Board of Education to revoke or suspend the certificate of the teacher for the remainder of the contract period.

It shall be necessary for a teacher who resigns to furnish his/her principal with evidence of satisfactory completion of all records up-to-date on which his/her resignation becomes effective; otherwise, his/her final pay check will be held until all reports have been made satisfactory.

A teacher who resigns shall be expected to provide his/her principal with a summary of work completed, of pupil progress to date and of classroom plans for the immediate future.

Legal References: Act 766 of 1979, Act 936 of 1983, Teacher Fair Dismissal Act of 1983.

Date Adopted: 06/24/2003
Last Revised:

## 3.2.7 RE-EMPLOYMENT

Every contract of employment hereafter made between a teacher and the Board of Directors of a school district shall be renewed in writing on the same terms and for the same salary, unless increased or decreased by law, for the next school year succeeding the date of termination fixed therein, which renewal may be made by an endorsement of the existing contract instrument, unless by May 1st of the contract year, the teacher is notified by the school superintendent that the superintendent is recommending that the teacher's contract not be renewed or unless during the period of the contract or within ten (10) days after the end of the school year, the teacher shall deliver or mail by registered mail to the Board of Directors his or her resignation as a teacher, or unless such contract is superseded by another contract between the parties. Termination, non-renewal or suspension shall be only upon recommendation of the superintendent.

Legal References: Ark.Stat.Ann. §80-1304; Ark.Act 766 of 1979, Act 936 of 1983.
Act 1247 of 1997

Date Adopted: 06/24/2003
Last Revised:

## 3.2.8 – PROFESSIONAL PERSONNEL RETIREMENT

All teachers and other school employees shall be members of the Arkansas Teacher Retirement System.

The mandatory retirement age for all school employees shall be determined by the employee's ability to satisfactorily perform job responsibilities, as assigned. A medical assessment of an employee's health conditions may be required by the superintendent to determine employee's status of continued employment.

Legal References: Ark. Stat. Ann. §80-1401 to 1411; Ark. Act 25 of 1979

Date Adopted: 06/24/2003
Last Revised:

## 3.2.9 – WORKING CONDITIONS

DUTIES: A teacher will, in addition to contracted teaching responsibilities:

1. Learn school rules as soon as possible and see that they are enforced at all times.

2. Be courteous to other teachers and refrain from criticism or discord.

3. Not dismiss pupils before the regular time nor permit them to leave the building during school hours without the principal's permission.

4. Keep all records neatly and accurately and in accordance with prescribed forms and rules.

5. Keep his or her room clean, orderly, attractive, properly lighted and ventilated.

6. Turn off light upon leaving the room.

7. Be responsible for the care of the furniture, equipment and textbooks used in his or her room.

8. Not permit students to leave the classroom except in cases of sickness or emergency.

9. Understand that the best way to prevent an unpleasant situation is to control the situation or, better, to prevent a need for correction before a wrongful act occurs.

10. Carry out classroom discipline, sending students to the office only as a last resort.

11. Report to the principal immediately when sickness or other justifiable reasons prevent the teacher from performing routine duties, so that a substitute may be sent to fill the vacancy. See substitute Teachers, Sick Leave Policy.)

12. Teachers are expected to attend promptly all meetings designated for them.

13. Be in the hall outside the classroom and maintain order while pupils are passing to and from the rooms.

14. Advise principal or guidance counselors about misplaced pupils in classes.

15. Not permit a salesman or other unauthorized person to visit on school time, except with the approval of the superintendent or principal.

16. Be familiar with and observe further suggestions and rules contained in any board-approved teacher's handbook issued for the school to which the teacher is assigned.

17. Give loyal support to the school administration.

18. Support the school program constructively, never speaking of it destructively in public or elsewhere.

19. Help new teachers in every way.

20. Monitor the classroom and the hall outside the room when classes are dismissed at high school, junior high school and middle school.

21. When leaving the room is necessary, see that the pupils have assignments and that the room is in order.

22. Report any absence, which may cover a sustained period of time to the principal, so that proper supervision can be given during the teacher's absence.

Legal References: A.C.A. §6-17-103

Date Adopted: 06/24/2003
Last Revised: 06/12/2007

## 3.2.11 – SEX DISCRIMINATION/HARASSMENT OF STUDENTS

Sexual harassment and other forms of sex discrimination, is a form of employee misconduct that undermines the integrity of the employee-student relationship. All students must be allowed to pursue their education in an environment free from unsolicited and unwelcome sexual overtures.

Sexual harassment does not refer to occasional compliments. It refers to behavior that is not welcome, that is personally offensive, that debilitates student morale, and that therefore interferes with the study habits of its victims and their fellow students. Sexual harassment may include actions such as:

1. Verbal sex-oriented "kidding", insults, or subtle pressure for sexual activity.
2. Physical contact such as patting, pinching, or constant brushing against another's body.
3. Demands for sexual favors, accompanied by implied or overt promises of preferential treatment or threats concerning a student's academic status.

Sexual harassment is a prohibited personnel practice when it results in discrimination for or against a student on the basis of conduct not related to class performance, such as the taking or refusal to take student action, including passing of students who submit to sexual advances or refusal to pass students who resist or protest sexual overtures.

In fulfilling our obligation to maintain a positive and productive educational environment, the Board and District officials will make every attempt to halt any harassment of which they become aware by calling attention to this policy or by direct disciplinary action, if necessary.

Act 265 of 1993 makes it a Class C felony for a school employee to commit sexual abuse of a minor on school property, on property adjacent to the school or any other property used for school purposes, or during the time the minor is under the care and supervision of the person.

Legal References: U.S. Supreme Court, Title IX of the Education Amendment of 1972, Act 265 of 1993.

Date Adopted: 06/24/2003
Last Revised:

## 3.2.12 – DRUGS AND ALCOHOL

SCHOOL STAFF CONDUCT AND RESPONSIBILITIES

A. Purpose: To provide guidelines for compliance with the Drug-Free Workplace Act of 1988.

B. Personnel Affected: Condition of employment for all employees.

C. The Stuttgart School District is strongly committed to providing a workplace free of illegal drugs for the health and safety of its employees and students and as a positive example for students.

The illegal manufacture, distribution, dispensation, possession, or use of narcotics, drugs (alcohol included), or controlled substances during working hours or on district property constitutes conduct unbecoming an employee and is prohibited. Referral for prosecution will result with any violation or illegal manufacture, distribution, dispensation, possession, or use of narcotics or controlled substances during working hours or on district property. (4/13/93)

Upon written request, the district will assist its employees in obtaining treatment and/or counseling, with the employee assuming all financial responsibilities for treatment. Employees voluntarily requesting assistance will not have their employment jeopardized by the request. However, a request for assistance by an employee after violating this regulation will not affect the imposition of disciplinary action. The following are Alcohol and Drug Abuse Help lines an employee could contact for assistance:

Arkansas Division of Alcohol and Drug Abuse Prevention: 682-6656,
Alcohol Abuse 24 Hours Action Helpline and Treatment 1-800-877-7675,
Cocaine Abuse 24-Hour Helpline 1-800-234-0420,
Alcoholics Anonymous 664-7303,
Cocaine Anonymous 562-8052 and
Narcotics Anonymous 373-8683 or the Southeast Mental Health Center 673-1633.

A complete listing of correct treatment facilities can be found in the CODE, Drug Free Schools Office located at the Stuttgart Administration Building.

Any employee charged with a violation of any state or federal criminal drug statute in the workplace or while performing job-related duties must, as a condition of employment, notify the district of that fact prior to the next working day after being charged.

Each employment agreement or contract is based upon the fact that such employee shall abide by the terms of this policy and shall notify Stuttgart School District No. 22 of any criminal drug statute conviction for violation no later than five (5) days after such conviction.

Legal References: Drug Free Schools and Communities Act Amendments of 1989, Public Law 101-226; Drug-Free Workplace Act of 1988, as implemented at 34 CFR Part 85, Sections 85-605 and 85.610.

## 3.2.13 – VIOLATION OF A MINOR IN FIRST AND SECOND DEGREE

A. Violation of a minor in the first degree

1. A person commits the offense of violation of a minor in the first degree if he engages in sexual intercourse or deviate sexual activity with another person not his spouse, who is more than thirteen (13) years of age and less than eighteen (18) years of age, and the actor is the minor's guardian, employee in the minor's school or School District, temporary caretaker or person in a position of trust or authority of the minor.

2. Violation of a minor in the first degree is a Class C Felony

B. Violation of a minor in the second degree.

1. A person commits the offense of Violation of a minor in the second degree if he engages in sexual contact with another person not his spouse, who is more than thirteen (13) years of age and less than eighteen (18) years of age, and the actor is the minor's guardian, employee in the minor's school or School District, temporary caretaker or person in a position of trust or authority of the minor.

2. Violation of a minor in the second degree is a Class D Felony.

Legal References: Act 265 of 1993.

Date Adopted: 06/24/2003
Last Revised:

## 3.3—EVALUATION OF LICENSED PERSONNEL RELATIVES

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

Date Adopted: 06/24/2003
Last Revised:

## 3.4—LICENSED PERSONNEL REDUCTION IN FORCE

**SECTION ONE**

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

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

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

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

**Recall:**
There shall be no right of recall for any teacher.

**SECTION TWO**

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

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

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

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

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

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: 06/24/2003
Last Revised: 04/08/2014

## 3.5—LICENSED PERSONNEL CONTRACT — RETURN

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

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

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

Date Adopted: 06/24/2003
Last Revised:

## 3.6—LICENSED PERSONNEL 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 professional growth plan. The PDP shall describe how the District's categorical funds will be used to address deficiencies in student performance and any identified academic achievement gaps between groups of students. At the end of each school year, the District shall evaluate the PD activities' effectiveness in 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 or between June 1 and May 30. A licensed employee may be required to receive more PD than the minimum when necessary to complete the licensed employee's PGP. All licensed employees are required to obtain thirty six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.

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

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

Teachers, administrators, and paraprofessionals shall be involved in the design, implementation, and evaluation of the plan for their own PD offerings. The results of the evaluation made by the participants in each program shall be used to continuously improve PD offerings and to revise the school improvement plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved PD activities may include:

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

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

PD activities shall relate to the following areas:

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

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

- School Fire Marshall program (A.C.A. § 6-10-110);
- Tornado safety drills (A.C.A. § 6-10-121);
- Statewide student assessments (A.C.A. § 6-15-2912);
- Test security and confidentiality (A.C.A. § 6-15-2907);

- Emergency plans for and the Panic Button Alert System (A.C.A. § 6-15-1302);
- TESS (A.C.A. § 6-17-2806);
- Student discipline training (A.C.A. § 6-18-502);
- Student Services Program (A.C.A. § 6-18-1004);
- Training required by ADE under The Arkansas Educational Support and Accountability Act and fiscal and facilities distress statutes and rules;
- 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. § 6-15-1004(c)
A.C.A. § 6-15-1302
A.C.A. § 6-15-1303
A.C.A. § 6-15-1703
A.C.A. § 6-15-2907
A.C.A. § 6-15-2911
A.C.A. § 6-15-2912
A.C.A. § 6-15-2913
A.C.A. § 6-15-2914
A.C.A. § 6-15-2916
A.C.A. § 6-16-1203
A.C.A. § 6-17-429
A.C.A. § 6-17-703
A.C.A. § 6-17-704
A.C.A. § 6-17-708
A.C.A. § 6-17-709
A.C.A. § 6-17-710
A.C.A. § 6-17-2806
A.C.A. § 6-17-2808

Date Adopted: 06/24/2003
Last Updated: 06/13/2017

## 3.7—LICENSED PERSONNEL DRUG TESTING

### Scope of Policy

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

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

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

### Methods of Testing

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

### Definitions

"Safety sensitive function" includes:

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

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

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

**Requirements**

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

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

**Prohibitions**

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

Violation of any of these prohibitions may lead to disciplinary action being taken against the employee, which could include termination or 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, articulable observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the driver to submit to “reasonable suspicion” tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver the Superintendent or his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of 24 hours from the time the observation was made triggering the driver’s removal from duty.

If the results for an alcohol test administered to a driver are equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period not less than 24 hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

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

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: 06/24/2003
Last Revised: 03/16/2015

## 3.8 – LICENSED PERSONNEL SICK LEAVE

A. Sick Leave

**Definitions**

1. "Employee" is a full-time employee of the District.

2. "Sick Leave" is absence from work due to illness, whether by the employee or a member of the employee's immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.

3. "Excessive Sick Leave" is absence from work, whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American's With Disabilities Act; or due to a compensable Workers' Compensation claim.

4. "Grossly Excessive Sick Leave" is absence from work, whether paid or unpaid, that exceeds ten percent (10%) of the employee's contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American's With Disabilities Act; or due to a compensable Workers' Compensation claim.

5. "Current Sick Leave" means those days of sick leave for the current contract year, which leave is granted at the rate of one (1) day of sick leave per contracted month, or major part thereof.

6. "Accumulated Sick Leave" is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment.

7. "Immediate family" means an employee's spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

**Sick Leave**

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

Employees who are adopting or seeking to adopt a minor child or minor children may use up to 15 sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court and bonding time.

See also, 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. 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. Verifies that the district retains the right to have an employee provide a doctor's statement when absent from work.

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.

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

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

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

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

**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 paid sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her 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.

B. Sick Leave Credit

1. An employee will be allowed to accumulate one day of sick leave credit per contracted month, without loss of pay, until the maximum of 100 days has been reached.

2. Beginning June 30, 2015, Licensed personnel that have over 100 accumulated sick days on June 30th of each year will be paid for those days above 100 at a rate of $15.00 a day for the 14/15 school year, at a rate of $40 a day for the 15/16 school year and at a non-degreed substitute rate of pay for the 16/17 school year. This is a retroactive policy for the 2014/2015 school year. (Effective June 9, 2015)

3. Employees who do not have any sick leave credit at the beginning of the year (new employees, employees who used up their sick leave during the previous contract year) will have sick leave days credited to their accounts for the contract year they have just begun. These will be available for use before they are earned. However, if an employee resigns before the end of his contract year, his final check will be deducted for the unearned sick leave days already used.

4. When a school teacher employed by another school district in Arkansas accepts employment as a teacher in Stuttgart Public Schools, said teacher shall be granted credit by Stuttgart Public Schools for any unused sick leave accumulated by the teacher in the former school district but not to exceed a maximum of ninety (90) days. Said accumulated and unused sick leave credit shall be granted to the teacher upon furnishing proof in writing, thereof, from the school district or former employment of the teacher. Stuttgart Public Schools will furnish said information for teachers leaving its employment who request it. (Act 259 of 1987) S.L.A. §6-17-1206.

C. Sick Leave without loss of pay

1. Personal Illness

2. Illness in Immediate Family

3. Out-of-town medical appointments

4. Employees of the Stuttgart School District shall be granted up to 3 days Bereavement Leave. This leave will not count against employees accumulated Sick Leave or Personal Leave.

5. The superintendent may or may not grant "leave of absence" to a teacher for death in the immediate family, of greater than 7 days, which requires out-of-state travel or involves other extenuating circumstances. The teacher or employee will make a written request to the superintendent to explain why the superintendent should grant a "leave of absence" without loss of pay.

6. If an employee is unable to work (for a reason listed under definition of sick leave) on a day for which the employee is paid BUT on which he would not normally report to work (board approved holidays, days out for bad weather or epidemics, etc.), his absences on such days will not be charged against sick leave credit. This policy also applies to an employee who is on maternity leave.

D. Payment for Unused Sick Leave Upon Retirement

Licensed employees of the Stuttgart School District shall be paid at the rate of pay for a non-degreed substitute for each day of unused sick leave when they retire beginning with the 2016-2017 school year.

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

Date Adopted: 06/24/2003
Last Revised: 04/11/2017

## 3.9—LICENSED PERSONNEL SICK LEAVE BANK

The purpose of the Sick Leave Bank (SLB) is to provide eligible employees who have exhausted all of their accumulated paid leave and would otherwise be on unpaid leave status, the means of obtaining additional sick days upon proper approval. The SLB allows eligible employees time to be restored to health so that they may return to work. It is not the intent of the SLB to provide additional days off for elective surgery or to be used in lieu of a health leave or prior to retirement or resignation.

The following guidelines will be used to conduct business of the sick leave bank. If unique circumstances arise that are not covered by any of these guidelines, the sick leave bank committee shall determine the course of action to follow.

1. Sick Leave Bank

A. Eligibility

1.Licensed employees of Stuttgart School District covered by leave policy.
2.Employed at least one full year in the Stuttgart School District.
3.Shall have accrued a minimum of ten (10) sick leave days.

B. Enrollment

1. Application must be made in writing to the superintendent's office.
2. Enrollment must be by September 1.
3. Each new member will be assessed one day.
4. Enrollment is continuous unless cancellation is made as stated in E.

C. Maintenance

1. Assessment of days will be made at the beginning of each school year.
2. No more than one sick day will be assessed per year.
3. The bank will need a minimum of seventy-five (75) sick leave days at the beginning of each year.
4. The sick leave days will be carried from one year to the next.
5. Bonuses for perfect attendance will not be denied any employee for donation of a sick day to the bank.

D. Utilization

1. Used only by participating employees.
2. Used only when all participating employees' days have been exhausted.
3. Participant shall be eligible to draw the following number of days per year.
   (a) 1-5 years of Membership - 10 Days

(b) 6-10 years of Membership - 15 Days
(c) 11-20 years of Membership - 20 Days
(d) 21-30 years of Membership - 25 Days
(e) More than 30 years of Membership - 30 Days

4. No member shall be required to replace the sick leave days used from the bank except as assessed at the beginning of the year.
5. Each request will be made to the superintendent's office on a sick leave bank form along with the treating physician's statement. The Sick Leave Bank Committee will not consider a sick leave request without the treating physician's statement.
6. Alleged misuse of the sick leave bank shall be investigated; and, upon finding wrongdoing, the employee shall repay all benefits drawn from the bank. One days pay for each day misused.
7. If a member is incapacitated, the committee may transact necessary sick leave action.
8. The unused sick leave days will be returned to the sick leave bank at the end of each fiscal school year, June 30. This policy will be effective beginning July 1, 1994.

E. Cancellation

1. Must be made in writing to the superintendent's office by September 1.
2. Shall not be eligible to withdraw any sick leave days contributed.
3. After cancellation, if an employee chooses to re-enroll, the process under B must be followed.

F. Administration

1. A four (4) member committee, one from each school and the secretary in charge of sick leave records at the administration office.
2. Six elected members for two-year terms.
   (a) Must be licensed personnel.
   (b) Must be a participating employee.
   (c) One member elected each year.
   (d) Elected for a one-year term when second year of a two-year term is vacated.
   (e) At the end of each scholastic year, the building whose committee members' term has expired will hold an election among the sick leave bank members of that building to determine by secret ballot the member who will serve on the sick leave bank committee for the upcoming term.
   (f) Membership shall be staggered by a random drawing to insure continuity of the committee.

Membership shall be staggered by random drawing to insure continuity of the committee.

3. Shall elect a chairman and a vice-chairman and a recording secretary.
4. The chairman shall call a meeting of the committee within five school days when a request is received.

5. A quorum shall consist of three (3) members of the committee.
6. Responsibilities:
   (a) Monitor the Sick Leave Bank.
   (b) Establish the assessment each year.
   (c) Investigate alleged misused sick leave bank days granted.
   (d) Perform other duties as necessary.
   (e) The committee meets:
   Vote YES: Get a "sick day".
   Vote NO: Request denied.

G. Areas to point out to your faculty concerning the Sick Leave Bank.

1. State law allows a school district to establish a sick leave bank BUT we are NOT limited to only a sick leave bank. There may be more than one type of sick leave policy.
2. Any policy is VOLUNTARY. NO EMPLOYEE has to participate in anything other than regular sick days.
3. In order to be a member of the sick leave bank, you must have ten accumulated days and you must be at least a second year teacher at Stuttgart.
4. This is for long-term personal illness or chronic illness. This would not include children, spouses, parents, etc.
5. A treating doctor's statement is required before days may be requested.
6. All sick days must be exhausted before the bank will consider a SLB request.
7. A committee of your peers will review each request.
8. Each school will be represented on the committee. Each request must be filled out on a new SLB application with an updated treating physician's statement.
9. Only one sick day per year maximum will be taken. If the bank has enough days, you would not be assessed a day for that year.

Please note any other problems that are brought up by your teachers.

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: 06/24/2003
Last Revised: 04/11/2017

## APPLICATION FOR SICK LEAVE BANK (3.9)

NAME (print): _____

If you have another name that you may be listed in the Sick Leave Bank, list: (given name, maiden name, former married name): _____

ADDRESS: _____

SCHOOL BUILDING (circle): PAE MMS SJHS SHS

SCHOOL EMAIL: _____

**Attach the statement from your treating physician concerning your illness.**

Number of days requested: _____

This is to certify that I have used all of my sick leave days. I authorize the Sick Leave Bank Committee to have access to my records to determine my eligibility.

_____ _____

(Signature) (Date)

Return completed application to the Superintendent's Office.

**OFFICE INFORMATION**
**TO BE FILLED OUT BY PERSONNEL**

Date joined Sick Leave Bank _____

Have all sick leave days been used? Yes No.

If no, list the date sick leave will exhaust: _____

**COMMITTEE USE ONLY**

Date considered: _____

Approved Number of days granted _____

Denied for the following reason(s):_____
_____

Committee Chairperson _____

Revised: 05/10/2016

## 3.9.2 – ATTENDANCE AND ABSENCES

A. ATTENDANCE

1. A regular teacher's contract is for 190 workdays. Beginning and ending calendar dates may be adjusted by the board in the event unusual circumstances occur.
2. During the 190-day contract, teachers shall teach students no less than 178 classroom days, as required by the State Department of Education.

B. ABSENCES

1. For notification procedure to use in obtaining a substitute teacher, see building principal.

2. Absences resulting in loss of pay but not affecting sick leave credit.

   (a) Personal business not covered under personal leave policy may result in loss of pay.
   (b) Absence for reasons such as weather and road conditions may be cause for pay deduction.

## 3.9.4 – MILITARY LEAVE

A teacher or administrator, who is a member of the Arkansas National Guard or reserved branches of the Armed Forced, will be granted leave at a rate of fifteen (15) days in any one calendar year, plus necessary travel time for required annual training. If leave is not used in a calendar year, it will accumulate in the succeeding calendar year. Leave will be granted without loss of pay in addition to regular vacation time. The teacher or administrator will be responsible for paying the cost of any substitute employed in the teacher or administrator's absence.

An employee who is drafted or called to active duty in the Armed Forces or who volunteers for military service shall be placed on extended leave without pay or upon application, in ninety (90) days after his/her release, shall be reinstated to the position vacated or it's equivalent with no loss of seniority or any other benefits or privileges of employment.

An employee who enlists or re-enlists for a second consecutive term of military duty forfeits his re-employment rights. Personnel called to duty in emergency situations by the Governor or President shall be granted leave with pay not to exceed thirty (30) working days after which leave without pay will be granted. This leave is in addition to regular vacation time.

Legal References: Act 586 of 1989; REVISED: June 27, 1989; Act 673 of 1991.

Date Adopted: 06/24/2003
Last Revised: 04/11/2017

## 3.9.5 – BEREAVEMENT LEAVE

Employees of the Stuttgart School District shall be granted up to three (3) days Bereavement Leave. This leave will not count against employee's accumulated sick leave or personal leave.

Date Adopted: 06/24/2003
Last Revised: 07/10/2012

## 3.9.8 LICENSE OF TEACHERS BY LAW BY 2006

It shall be the policy of the Board of Directors that:

Effective at the beginning of the 2006-2007 school year, no teacher shall be assigned to teach a grade level or a subject for which they are not licensed by the state.

No class of students shall be under the instruction of a substitute teacher for more than thirty (30) consecutive school days in the same class during a school year unless that teacher has a bachelor's degree awarded by an accredited college or university or has been licensed to teach by the State of Arkansas. This provision shall not apply to substitutes for non-degree vocational-technical teachers. If this requirement imposes an undue hardship on the school district, the district may apply to the State Board of Education for a waiver. The State Board of Education shall develop rules and regulations for granting a waiver. Any school district granted a waiver from this requirement shall be identified in the Department of Education's annual school district report card.

Date Adopted: 06/24/2003
Last Revised:

## 3.9.9 – VACATIONS AND HOLIDAYS

All licensed personnel employed on a 12-month contract will receive two weeks of vacation as approved by the superintendent of schools. Exception: Personnel employed in positions which required a 12 month contract but who did not start employment July 1 will have their vacation prorated according to the number of months they fulfill of their contract. If they work one-half or more of the working days in the first month of employment, the month will be counted as a whole month for determining vacation days allowed. With prior approval from the Superintendent, due to extenuating circumstances, the employee may accumulate up to 20 days.

The 12 month contract employees must request by June 1 vacation time to be taken during July. A vacation request form which has space for first and second choices may be obtained in the superintendent's office. Exceptions to this policy must be approved by the superintendent.

Holidays for licensed personnel on a 9 ½ or 10-month contract will normally include those days when school is closed for student holidays, unless those personnel are otherwise notified that one or more of those days will be working days. These holidays will normally include Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King and Memorial Day.

Holidays for licensed personnel on 12-month contracts will be determined as follows:

(a) Teachers (vocational, guidance, others) will have the usual holidays allowed students and other teachers, plus the additional days designated as holidays by the board.
(b) Administrators will have all days designated by the board as holidays, except the administrators will be subject to call during the days students are out for holidays.
(c) Holidays approved by the board for 12 month licensed employees are July 4th, Thanksgiving, December 24th, Christmas Day, New Year's Day and Memorial Day, Labor Day.

Legal References: Ark. Stat. Ann. §80-1256

Date Adopted: 06/24/2003
Last Revised: 04/14/2015

## 3.9.10 – PROFESSIONAL ORGANIZATIONS

1. A teacher is not required to belong to any professional organization.

2. A teacher may join a professional organization if the teacher thinks such membership will help him or her in the teaching profession.

3. Teachers are encouraged to belong to the professional organizations in their particular teaching areas (for example, English Council, Mathematics Council, Elementary Council, Reading Council.)

4. Councils such as those named in 3 above may organize workshops with the approval of the superintendent, and may have some or all of the expenses paid from district operating funds.

5. Teachers who attend workshops in their particular teaching fields may be reimbursed for part or all of their expenses. Before a teacher attends a workshop for which he or she expected some reimbursement, the teacher must obtain approval of the superintendent and principal by submitting a written request.

6. In accordance with Act 108 of 1969, Arkansas Statutes, a teacher may request payroll deductions from salary for professional dues. Nine equal deductions will be made, beginning with the September payroll. S.L.A. §6-17-805
   (a) Teachers must fill out and return a form from the superintendent's office no later than September 10 in order for the deductions to be made.
   (b) Teachers employed after September 10 will have an opportunity to request payroll deductions.

7. Professional Meetings
   (a) A school employee who is a member of a professional organization in his or her "content" area shall be allowed to attend that organization's meeting and a representative of an active council shall be allowed to attend that council's meeting, although these coincide with the Arkansas Education Association state meeting.
   (b) Approval for the employee to attend the meeting must be obtained from the principal's office at least two weeks prior to the meeting.
   (c) In order that school not be disrupted by too many employee absences and that the principal not be put in a position of deciding who can go and who cannot, the following procedure will be used to determine who will be allowed to go and how a cut off will be determined:
      (1) In addition to the above requirements, no more than 10 percent of all teachers supervised by the principal, below the administrative and supervisory positions, will be permitted to attend. For example, if there are 155 teachers and 12 administrative and supervisory positions, 15.5 or 16 teachers (10 percent) will be allowed to attend.

(2) The first 10 percent who have their requests in the principal's office will be given first consideration. Requests may be turned in one week before the deadline for approval.

(3) An exception could be made to the above-described maximum allowed to attend if there are already too many employees out for illness or other reasons.

(4) One day only will be allowed for attending these meetings.

Legal References: Act 108 of 1969; S.L.A. §6-17-805

Date Adopted: 06/24/2003
Last Revised:

## 3.9.11 - ORGANIZATION AND DUTIES OF PPC

Act 687 of 1987 establishes guidelines for the composition and functions of a personnel policy committee. School district personnel policies shall be reviewed systematically in accordance with this act. The Stuttgart Personnel Policy Committee shall be composed of two administrators to be appointed by the board president each year and to serve a one-year term on a rotating basis with other administrators. The Personnel Policy Committee will also be composed of eight teacher representatives, two from each school, elected by secret ballot. There will be four senior representatives and four junior representatives each serving a two-year term. The four senior representatives will rotate off the committee and the four junior representatives will become the four senior representatives. S.L.A. §6-17-201 thru §6-17-206.

1. The committee will hold an organizational meeting during the first quarter of each year.

   A. Chairperson, vice-chairperson and secretary will be elected.

   B. A calendar of meetings throughout the year will be developed.

2. Minutes of the committee meeting shall be recorded.

   A. Minutes shall be promptly reported and distributed to members of the board.

   B.Minutes shall be promptly posted at each school and the administration office.

3. New personnel policies or amendments to existing policies may be proposed by:

   A. Any committee member.

   B. The School Board

      (1) The board must submit proposals to the committee at least ten working days prior to presentation to the board.

4. The committee will present its proposed policies or amendments to existing policies to the school board. (Act 1031 of 1997 - An act to amend Arkansas Code Annotated 6-17-205(e) to require school boards to adopt, reject or refer back to committee policies or amendments to existing policies, and for other purposes.)

   A. After presentation to the board action shall be taken no later than the next regular board meeting.

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

5. Each teacher or administrator being employed by Stuttgart Public Schools for the first time shall be given a copy of the district personnel policies in effect at the time of their employment.

6. Each teacher or administrator who was employed before 9/1/87 shall be given a copy of the district personnel policies at the time their contract is renewed or extended.

7. Each teacher or administrator shall be furnished a copy of any amendments to personnel policy within thirty days after approval of such amendments by the school board.

Legal References: Act 687 of 1987; S.L.A. §6-17-201 thru §6-17-206; Act 1031 of 1997.

Date Adopted: 06/24/2003
Last Revised: 11/08/2005

## 3.10—LICENSED PERSONNEL PLANNING TIME

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

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

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

Date Adopted: 06/24/2003
Last Revised: 07/10/2012

## 3.11 – LICENSED PERSONNEL PERSONAL LEAVE

**Personal Leave**

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. The leave may be taken in increments of no less than one half day.

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

In order that school does not be disrupted, the following rules must apply:

1. Personal leave days may not be used on any day that has been designated for Parent-Teacher Conference.
2. Personal leave days may not be used on the day immediately before or immediately after any school calendar holiday.
3. Personal leave days may not be used on any day of state mandated testing or semester testing. This includes any test designed by the federal or state government as required for a specific grade level or content area.
4. Since the number of teachers absent on any given day must be limited, the principal will annually determine what percentage of his or her teachers may be absent because of personal leave at one time. First consideration will be given to those teachers presenting their requests on the earliest date.

Use of personal leave days will require that employee fill out the personal leave form no later than one (1) week before the leave is to be taken. The form must be completed, signed by the teacher and presented to the principal for approval or rejection. The superintendent will return one copy to the teacher, and retain one copy. Emergency situations must be explained to the immediate supervising principal for consideration. Forms for emergency leave must be signed by both the principal and superintendent.

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. Unused personal leave will roll to sick leave at year end.

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

As of July 1, 1989, any licensed personnel who has accumulated 17 years through 19 years of service will have the option of trading a sick day for a personal day without loss of pay annually. Any licensed personnel who has accumulated 20 years through 24 years will have the option of trading two sick leave days for two personal days without loss of pay annually. Any licensed personnel who has accumulated 25 years through 29 years of service will have the option of trading three sick leave days for three personal days without loss of pay annually. Any licensed personnel who has accumulated 30 years or more of service will have the option of trading four sick leave days for four personal days without loss of pay annually. (7/18/89)

**Professional Leave**

"Professional Leave" is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops, National Board Certification, 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/her duties. National Board Candidates must have received state funding from the Arkansas Department of Education for National Board candidacy. The candidate may use up to 3 days in their initial year of candidacy. The three days are to be used to work on the NBPTS candidacy only. Unused days cannot be transferred. Professional leave will also be granted when a school District employee is subpoenaed for a matter arising out of the employee's employment with the school District. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor's decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the District's students will be taken into consideration in reviewing a request for professional leave.

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

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

Legal Reference: A.C.A. §6-17-211

Date Adopted: 06/24/2003
Last Revised: 04/12/2016

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

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

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

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

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

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

Date Adopted: 06/12/2007
Last Revised: 06/24/2008

## 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 absence.

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

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

Legal Reference: A.C.A. § 6-17-115

Date Adopted: 06/24/2003
Last Revised: 07/10/2012

## 3.14—LICENSED PERSONNEL JURY DUTY

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

Legal Reference: A.C.A. § 16-31-106

Date Adopted: 06/24/2003
Last Revised:

## 3.15—LICENSED PERSONNEL LEAVE — INJURY FROM ASSAULT

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

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

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

The verification of teacher's status as far as course of employment during the time of the incident shall be verified by the principal and superintendent in writing to the board.

The assault or criminal act must be verified by the proper authority, i.e., police, etc.

The teacher must present a statement from a medical doctor as to the condition of the teacher's ability to work during this period of time. The school board may request that the teacher be examined by a medical doctor of the board's choosing to verify work ability. If the school board requests a second opinion, the school district shall be responsible for any incurred expenses involved in the second opinion. If there is a disagreement between the teacher's doctor and the board's doctor, a third opinion shall be requested from someone that both the teacher and the board agree upon and the opinion from the agreed upon doctor shall be the decision from which the board and teacher shall abide. The district and the employee shall share equally the remaining cost of the third opinion after all employee insurance benefits have been paid in full.

The teacher shall not draw worker's compensation salary supplement or hold any other job during the time the board is paying full salary under the conditions of this policy and act.

The decision of the school board is final, and that decision shall not be subject to appeal through any administrative proceeding, including district grievance policy.

Legal Reference: A.C.A. § 6-17-1209

Date Adopted: 06/24/2003
Last Revised: 06/29/2004

## 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 for classroom supplies and 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 eligible for the allotted supply reimbursement the greater of: for those students enrolled in the teacher's class for more than fifty percent (50%) of the school day at the end of the first three months of the school year.

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

Teachers may purchase supplies and supplementary materials from the District at the District's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by Superintendent a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Receipts totaling less than $ 10.00 will be held until total receipts are equal to or greater than $ 10.00. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property except to the extent they are used up or consumed or the purchased supplies and/or materials are intended/designed for use away from the school campus.

Reimbursement requests submitted within 10 business days and will be processed within 10 business days

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: 06/24/2003
Last Revised: 03/16/2015

## 3.17—INSULT OR ABUSE OF LICENSED PERSONNEL

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

1. Cause a breach of the peace;

2. Materially and substantially interfere with the operation of the school; and/or

3. Arouse the person to whom the language is addressed to anger, to the extent likely to cause imminent retaliation.

Legal Reference: A.C.A. § 6-17-106

Date Adopted: 06/24/2003
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 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 or conflicting.

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

Date Adopted: 06/24/2003
Last Revised: 04/08/2014

## 3.19—LICENSED PERSONNEL EMPLOYMENT

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

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

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

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

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

Inquiries on non-discrimination may be directed to the Director of Education Pupil Services, who may be reached at 870-674-1302.

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; or

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

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

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

In order for an applicant to receive the 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. § 6-17-411
A.C.A. § 21-3-302
A.C.A. § 21-3-303
A.C.A. § 6-17-429
28 C.F.R. § 25-106
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: 06/24/2003
Last Revised: 06/13/2017

## 3.19.1 – LICENSED PERSONNEL EMPLOYMENT CRITERIA

The Board of Education adheres to the policy that the selection, transfer, demotion and dismissal of professional personnel in the school district shall be made without regard to race, creed, color, national origin, religion, sex, age, handicap or other similar personal distinction. The following objective and subjective criteria shall be used in selecting new professional personnel and in transferring, promoting, demoting and dismissing professional personnel:

I. Objective Considerations
   A. Instructional Personnel
      1. Type of Certificate
      2. Number of years experience:
         a. In the teacher profession.
         b. In the grade, subject or position which he/she currently teaches or occupies, or for which he/she is applying.
         c. In the system.
      3. Degree or degrees held (transcript required)
      4. Endorsement in subject area
      5. Number of hours beyond degree
      6. Number of hours of voluntary participation in in-service training, workshops, seminars, etc.
      7. Related occupational experience

   B. Administrative Personnel

In addition to the criteria listed in I. above, the following criteria shall apply to selection of administrative personnel:

      1. Number of years of administrative experience:
         a. In this district.
         b. In any other district.
      2. Classification of school in which experience was attained.

II. Subjective Considerations
   A. Past Performance
   B. Ability
   C. Leadership
   D. Personality

The Board of Education shall establish procedures by which subjective criteria will be implemented.

Legal References: U.S. Const. Amend. XIV &1; 42 U.S.C. &&2000e-3 to 17; U.S.C. &1681 29 U.S.C. &794; 29 U.S.C. &621

Date Adopted: 06/24/2003
Last Revised:

## 3.19.2 – LICENSED PERSONNEL CRIMINAL RECORD CHECK

A. Each first-time applicant for a license issued by the State Board of Education and each applicant for his or her first license renewal on or after July 1, 1997, shall be required to apply to the Identification Bureau of the Department of Arkansas State Police for a state and nationwide criminal records check, to be conducted by the Federal Bureau of Investigation.

   1. The check shall conform to the applicable federal standards and shall include the taking of fingerprints.

B. Such applicant shall sign a Release of Information to the Department of Education and shall be responsible to the Department of Arkansas State Police for the payment of any fee associated with the criminal records check. The Department of Education shall be responsible to the Department of Arkansas State Police for the payment of any fee associated with the criminal records check at the time of license renewal for employees of Arkansas Public School Districts, employees of other public education institutions located in Arkansas, and employees of the Department of Education. Funding for such fees shall come from the public school fund.

   1. Upon completion of the criminal records check, the Identification Bureau of the Department of Arkansas State Police shall forward all information obtained concerning the applicant to the commission of any offense listed in subsection "C" of this policy to the Department of Education.
   2. At the conclusion of any background check required by this policy, the Identification Bureau of the Department of Arkansas State Police shall promptly destroy the fingerprint card of the applicant.

C. The State Board of Education is authorized to issue a six-month non-renewable letter of provisional eligibility for licensure to a first-time applicant pending the results of the criminal records check; provided, however, that the Director of the Department of Education is authorized to extend the period of provisional eligibility to the end of that contract year if:

   (a) The applicant is employed by the local school district;
   (b) Results of the criminal records check are delayed.

   Upon receipt of information from the Identification Bureau of the Department of Arkansas State Police that the person holding such letter of provisional eligibility for licensure has pleaded guilty or nolo contendere to, or been found guilty of, any offense listed in subsection (c) of this policy, the State Board of Education shall immediately revoke the provisional eligibility.

Legal References: Act 1313 of 1997; Act 226 of 1999.

Date Adopted: 06/24/2003
Last Revised:

## 3.19.3 – LICENSED PERSONNEL LICENSURE VIOLATION

It shall be the policy of the Board of Directors that:

1. The superintendent of the school district shall report to the State Board of Education the name of any person holding a license issued by the State Board of Education and currently employed, or employed during the two (2) previous school year, by the school district who:

   (a) Has pleaded guilty or nolo contendere to, or been found guilty of a felony or any misdemeanor.
   (b) Holds such license obtained by fraudulent means.
   (c) Has had a similar license revoked in another state.
   (d) Has intentionally compromised the validity or security of any student test or testing program administered or required by the Department of Education.
   (e) Has knowingly submitted falsified information requested or required by the Department of Education.

2. Failure of the superintendent to report such information as required by this policy may result in sanctions imposed by the State Board of Education.

Legal References: Act 1161 of 1999

Date Adopted: 06/24/2003
Last Revised:

## 3.19.4 – LICENSED PERSONNEL DISCLOSURE OF JOB INFORMATION

SECTION I

A. A current or former employer may disclose the following information about a current or former employee's employment history to a prospective employer of the current or former employee upon receipt of written consent from the current or former employee:

1. Date and duration of employment;
2. Current pay rate and wage history;
3. Job description and duties;
4. The last written performance evaluation prepared prior to the date of the request;
5. Attendance information;
6. Results of drug or alcohol tests administered within the one(1) year prior to the request;
7. Threats of violence, harassing acts, or threatening behavior related to the workplace or directed at another employee;
8. Whether the employee has voluntarily or involuntarily separated from employment and the reasons for the separation; and
9. Whether the employee is eligible for re-hire.

B. The current or former employer disclosing such information shall be presumed to be acting in good faith and shall be immune from civil liability for the disclosure of any consequences of such disclosure unless the presumption of good faith is rebutted upon a showing, by a preponderance of the evidence, that the information disclosed by the current or former employer was false and the current or former employer had knowledge of its falsity or acted with malice or reckless disregard for the truth.

SECTION II

The consent required in Section I must be on a separate form from the application form, or, if included in the application form, must be in bold letters and in larger typeface than the largest typeface in the text of the application form. The consent form must state, at a minimum, language similar to the following:

"I, (applicant), hereby give consent to any and all prior employers of mine to provide information with regard to my employment with prior employees to (prospective employer)."

The consent must be signed and dated by the applicant. The consent will be valid only for the length of time that the application is considered active by the prospective employer, but in no event longer than six (6) months.

SECTION III.

The provisions of this policy shall also apply to any current or former employee, agent, or other representative of the current or former employees who is authorized to provide and who provides information in accordance with the provisions of this policy.

SECTION IV.

This policy does not require any prospective employer to request the employment history on a prospective employee and does not require any current or former employer to disclose employment history to any prospective employer.

Except as specifically amended herein, the common law of this state remains unchanged as it relates to providing employment information on present and former employees.

This policy shall only apply to causes of action occurring on and after the effective date of this policy.

SECTION V.

The immunity conferred by this policy shall not apply when an employer or prospective employer discriminates or retaliates against an employee because the employee or the prospective employee has exercised, or is believed to have exercised, any federal or state statutory right or undertaken any action encouraged by the public policy of this state.

Legal Reference: Act 1474 of 1999

Date Adopted: 06/24/2003
Last Revised:

## 3.19.5 – LICENSED PERSONNEL EDUCATIONAL AND EMPLOYMENT EQUITY

1. It is hereby declared the policy of the Stuttgart School District #22 Board of Education that there will be no discrimination on the basis of sex, race, color, national origin, and/or handicapping condition in the employment practices of the district and/or in any educational program or activity by the district.

2. The Stuttgart School District #22 Board of Education hereby designates the District Superintendent or his/her designee, Post Office Box 928, Stuttgart, Arkansas 72160, as the Equity Coordinator of the district.

The Stuttgart Public School District provides equal opportunities without regard to race, color, national origin, sex, age, disability, or veteran status in all educational programs and activities. This includes, but is not limited to, admissions, educational services, financial aid and employment. Please direct inquiries to the assistant superintendent who coordinates the following:

1. Title VI (prohibits discrimination on the basis of race.)
2. Title IX (prohibits discrimination on the basis of sex.)
3. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination on the basis of disability.)

It is the responsibility of the auditors to investigate complaints of non-compliance. The complaints must be submitted in writing to the auditor and signed by the person filing the complaint. If the complainant wishes, the auditor may assist the complainant in preparation of the written complaint.

The auditor shall investigate all complaints and provide a written report of findings to the Equity Coordinator within a reasonable time.

The Equity Coordinator shall investigate all complaints brought to him/her and make a recommendation to the Superintendent of Schools.

If the individual filing the complaint feels the problem has not been resolved, he may appeal the decision to the Superintendent of Schools and to the District Board of Education.

Legal References: Title VI, Title IX and Section 504 of the Rehabilitation Act of 1973

Date Adopted: 06/24/2003
Last Revised:

## 3.19.6 – LICENSED PERSONNEL IMMUNITY FROM CIVIL LIABILITY

Teachers and other school personnel in this state shall be immune from any civil liability for communication information in good faith concerning drug abuse by any pupil to that pupil's parents, to law enforcement officers, or to health providers.

Teachers, school counselors, school health care providers, and other school personnel shall be immune from any civil liability for providing counseling, referral, emergency medical care, or other assistance offered in good faith to suicidal students or other suicidal youth. "Suicidal" refers to a person who poses a substantial risk of physical harm to himself/herself as manifested by evidence of, threats of, or attempts at suicide or self-inflicted bodily harm, or by evidence of other behavior or thoughts that create a grave and imminent risk to his physical condition.

Legal Reference: Act 587 of 1991

Date Adopted: 06/24/2003
Last Revised:

## 3.19.7 – LICENSED PERSONNEL STAFF HEALTH AND SAFETY

Through its overall safety program and various policies pertaining to school personnel, the board shall seek to assure the safety of employees during working hours and assist them in the maintenance of good health. The board shall also expect employees to follow all established safety rules and regulations, including those pertaining to the use of safety equipment and the wearing of safety clothing and protective eye devices.

Date Adopted: 06/24/2003
Last Revised:

## 3.19.8 –PERSONNEL RECORDS – LICENSED PERSONNEL

CREDENTIALS TO BE FILED IN THE ADMINISTRATION CENTER

1. An official transcript (required by the State Department of Education). This is to be kept up-to-date, including credits earned during summer months.

2. A current teacher's certificate or provisional certificate must be on record in the State Department of Education before September 1

.

3. Retirement number; new teachers must file a retirement contract.

4. Withholding exemption Certificates; teachers shall sign Form W-4 at the Administration Center.

5. The administration may request that an employee file proof of a physical examination by a licensed medical doctor (M.D.)

Legal References: A.C.A. §25-19-102 through §25-19-107; Act 936 of 1983.

Date Adopted: 06/24/2003
Last Revised:

## 3.19.9 – LICENSED PERSONNEL SALARY DEDUCTIONS

INSURANCE

1. Payroll deductions may be made for several insurance plans as approved by the board.
2. An employee wishing payroll deductions for insurance should contact the Administration Center or a company representative for the necessary forms.
3. Accident insurance sold to students is also available to teachers and to non-teaching employees.
4. All district employees are covered by Workmen's Compensation.
5. If an employee is injured while performing a work assignment, he or she will report the injury to his or her supervisor in order to initiate a claim with the Workmen's Compensation Commission.
6. Teacher liability coverage for all licensed employees of local school districts in the state has been obtained by the State Department of Education as required by Act 585 of 1977. S.L.A. §6-17-1113.
    a. Insured: Each employee of a public school district who is required to hold a teaching certificate issued by the Arkansas Department of Education.
    b. Applications: To the teaching activities of an insured for bodily injury (including corporal punishment) and property damage liability.
    c. Coverage: Acts or omissions of the insured within the scope of his employment as a member of the faculty or teaching staff of a public school district in the state of Arkansas. (Details of coverage are contained in the policy, which is on file at the Arkansas Department of Education.)
7. The district carries a school district's legal liability policy which covers wrongful acts of board members and school employees performed in the discharge of school district duties. Coverage applies to those losses which the district becomes legally liable to pay. (Refer to policy for specific details of coverage and exclusions.)

Legal Reference: AR Stat. Ann.:80-1234, 80-1333, 80-1443, Act 108 of 1969

Date Adopted: 06/24/2003
Last Revised:

## 3.20—LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

Employees of the Stuttgart School District will be reimbursed for expenses incurred in the fulfillment of their official duties in the following manner:

1. Mileage reimbursement will be made at the federal rate per mile from your official work station or your home (whichever is the shorter) to the destination and return. No allowance will be paid for travel from the employee's home to the workstation. Mileage will be paid according to map mileage unless odometer readings are given as documentation which can include vicinity miles on official school business.

2. Actual expenses of lodging will be reimbursed with prior approval. An itemized lodging receipt is to be attached to the appropriate travel form.

3. Reimbursement for meals will be paid on a $35 per diem per day limit when travel is within the state of Arkansas. The rate will be assessed at $8 for breakfast, $10 for lunch, and $17 for dinner.

This amount may be increased with prior approval from the superintendent. Prior evening stay is required for reimbursement for breakfast, an extended day (which is defined as working past 6:00 pm or an overnight stay) is required for dinner reimbursement. Any meal that is part of the meeting agenda will be reimbursed at the actual cost. Meeting agendas are required. When available detailed agendas should be submitted to indicate meals which are included with the meeting/conference. Reimbursement may be claimed for actual expenses only and is not allowed when the employee is commuting and not staying overnight in the locality of the work assignment. No tickets will be required for reimbursement, as you will be on the honor system for reporting your actual expenses. Reimbursement is to be on an after-the-fact basis, exceptions to this with prior approval by the superintendent.

4. Reimbursement for meals will be paid on a $50 per diem per day limit when travel is out of the state of Arkansas. The rate will be assessed at $10 for breakfast, $15 for lunch, and $25 for dinner.

This amount may be increased with prior approval from the superintendent. Prior evening stay is required for reimbursement for breakfast, an extended day (which is defined as working past 6:00 pm or an overnight stay) is required for dinner reimbursement. Any meal that is a part of the meeting agenda will be reimbursed at the actual cost.

5. Alcohol is not an allowable expense for reimbursement. Personal phone calls are not eligible for reimbursement. Entertainment expenses are not eligible for reimbursement.

6. Prior approval for travel is required. Mode of travel shall be determined by your supervisor or designee.

7. Reimbursable expenses are those incurred which are necessary to the purpose of travel. Examples of such expenses include: taxi fare, bridge and toll road fees, parking expenses, registration, required repair costs to school owned vehicles, rentals, and fees. Receipts are required for these EXCEPT where not available (ex. toll roads, taxi fare). Ledger documentation will be required in lieu of receipts.

8. Request for reimbursement for travel should be submitted on an Expense Report form. Documentation of the purpose of the trip is required along with supervisor's and employee's signature.

Cross Reference: Policy #7.12

Date Adopted: 06/24/2003
Last Revised: 04/12/2016

## 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-pips, or under any other name or descriptor.

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: 06/24/2003
Last Revised: 04/08/2014

## 3.21.1 – LICENSED PERSONNEL FELONIE ACTS AND LAWS PERTAINING TO TEACHERS AND STUDENTS

PRINCIPALS TO REPORT POSSIBLE STUDENTS WHO MAY HAVE COMMITTED FELONIES TO LOCAL LAW ENFORCEMENT

All principals of the Stuttgart District shall report incidents that may constitute felonies to local law enforcement agencies for investigation and to this Board for adjudication. A principal shall make such a report when he/she has direct knowledge or has received information leading to a reasonable belief that a student has committed a felony on school property, a felony while under school supervision or a violent criminal act against a teacher, principal, employee or student. The principal shall immediately report the incident to the superintendent of the school.

A. For purposes of this policy:

1. "Act of Violence" means any violation of Arkansas law where a person purposely or knowingly causes, or threatens to cause death or serious physical injury to another person.

2. "Deadly Weapon" means:

   a. A firearm or anything manifestly designed, made, or adapted for the purpose of inflicting death or serious physical injury; or

   b. Anything that in the manner of its use or intended use is capable of causing death or serious physical injury.

3. "Firearm" means any device designed, made, or adapted to expel a projectile by the action of an explosive or any device readily convertible to that use, including such a device that is not loaded or lacks a clip or other component to render it immediately operable, and components that can readily be assembled into such device.

B. Whenever the principal or other person in charge of a public school has personal knowledge or has received information leading to a reasonable belief that any person has committed or has threatened to commit an act of violence or any crime involving a deadly weapon on school property or while under school supervision, the principal or the person in charge shall immediately report the incident or threat to the superintendent of the school district and the appropriate local law enforcement agency. The report shall be by telephone or in person immediately after the incident or threat and shall be followed by a written report within three (3) business days. The principal shall notify any school employee or other person who initially reported the incident that a report has been made to the appropriate law enforcement agency. The superintendent, or his designee, shall notify the local school board of any report made to law enforcement under this policy.

C. 1. Whenever a law enforcement officer receives a report of an incident, that officer shall immediately report the incident to the office of the prosecuting attorney and shall immediately initiate an investigation of the incident.

2. The investigation shall be conducted with all reasonable haste and, upon completion, shall be referred to the prosecuting attorney.

3. The prosecuting attorney shall implement the appropriate course of action and within thirty (30) calendar days after receipt of the file, the prosecuting attorney shall provide a written report to the principal. The report shall state:

a. Whether the investigation into the reported incident is ongoing.

b. Whether any charges have been filed, in either circuit or juvenile court as a result of the reported incident; and

c. The disposition of the case.

4. Upon receipt of the report from the prosecuting attorney, the principal shall notify any school employee or any other person who initially reported the incident that a report has been received from the prosecuting attorney.

D. Excluding the reporting requirement set in subdivision (C) (3) in this policy, any person who purposely fails to report as required by this policy shall be guilty of a class "C" misdemeanor.

Legal References: Act 888 of 1995
Act 1243 of 1997
Act 1520 of 1999

Date Adopted: 06/24/2003
Last Revised

## 3.21.2 LICENSED PERSONNEL EXPELLED STUDENTS

**STUDENTS EXPELLED IN ANOTHER DISTRICT**
**ACTS 574 AND 472 OF 1995**

Pursuant to Act 472 of 1995, School Registration forms should be modified to include the following questions:

"Has your child ever been expelled from school in any other school district?" "Is your child currently under an order of expulsion in his/her former school district?" "If so, when may your child return to this former district?" "Are expulsion proceedings currently pending against your child or have you been informed that such proceedings will be initiated against your child?"

**STUDENTS EXPELLED IN THEIR FORMER DISTRICT**
**ACT 574 OF 1995**

It shall be the policy of the Stuttgart District that when a student, otherwise eligible for enrollment, is currently under an order of expulsion from the last school district he or she attended, a hearing before the School Board shall be held before that student may be enrolled. This hearing may be closed at the request of the student's parents, pursuant to Ark. Code Ann. §6-18-507. See also 28 U.S.C. 1232g.

Prior to the hearing, the superintendent shall obtain a full report from the former district concerning the expulsion. At the hearing, the board shall review the report from the former district, and have an opportunity to question the student and his or her parents concerning the alleged misconduct. The board may rule that the student may not enroll until the student's expulsion from his or her from district has expired.

Legal References: Acts 574 and 472 of 1996.

Date Adopted: 06/24/2003
Last Revised:

## 3.21.3 – LICENSED PERSONNEL TIME SCHEDULES

The normal workday for teachers is from 7:40am to 3:40pm. Principals will make exceptions to the workday in order to ensure the safe supervision of students.

Teachers shall not leave the grounds, during school hours, without clearing such absences in the office of the principal.

Building principals are expected to be on duty in their school building thirty (30) minutes before beginning of school and remain on duty until 4:00 p.m. when school is in session or as specified by superintendent.

Buildings principals should notify superintendent before leaving school grounds during school hours.

Date Adopted: 06/24/2003
Last Revised: 06/12/2007

## 3.21.4 – LICENSED PERSONNEL STAFF WORKLOAD

The Board reserves to itself the determination of class size and workloads. However, the Board recognizes that a teacher's primary duty is to teach, and every reasonable effort will be made to confine teachers' activities to this primary responsibility. Therefore, the Superintendent will strive to equalize the teaching load.

Legal References: Ark.Stat Quality Education Act 445 of 1983; Act 558 of 1987.

Date Adopted: 06/24/2003
Last Revised:

## 3.21.5 – LICENSED PERSONNEL DUTY FREE LUNCH PERIOD

The Stuttgart School District shall provide at least a thirty-minute uninterrupted duty-free lunch period during each student instructional day for each licensed school employee in its employment.

Any teacher not receiving a duty-free lunch period during each student instructional day as provided in paragraph one shall be compensated at his/her hourly rate of pay for each missed lunch period.

Lunchroom supervisors who have been in-serviced may be volunteers, noncertified personnel or aides.

Legal References: Act 558 of 1987
§6-17-111

Date Adopted: 06/24/2003
Last Revised: 03/13/2012

## 3.21.9 – LICENSED PERSONNEL LEAVE OF ABSENCE

A. Licensed personnel may request a "leave of absence" without pay. The employee must have the approval of both the principal and superintendent before a recommendation will be made to the board for its final approval.

B. The leave of absence will be no longer than one school year.

C. The employee must notify the superintendent in writing by April 1 of his/her plan for the following school year.

D. The employee will return to the same position or to a comparable one for which he/she is licensed.

Date Adopted: 06/24/2003
Last Revised:

## 3.22—DRESS OF LICENSED PERSONNEL

Because employees of the district influence students not only by the way they act, speak, and teach, but also by the way they look, they should dress in a manner appropriate for their profession.

To assist in determining proper dress, the following guidelines are submitted:

- Jeans or denim slacks of any type will not be considered proper for school wear.
- Clothing that is "distressed", faded, torn or gives an unkempt appearance should not be worn.
- Shirts and blouses create a professional look. Shirts with designs should be in good taste; i.e., no slang imprinting, offensive pictures, etc.
- Low-cut dress, sheer skirts and blouses, short skirts, shorts*, extremely tight fitting garments and inappropriate shoes (flip flops and house shoes) are all unsuitable for daily school wear.
- Athletic clothing, workout wear, and sweat suits should be worn only by physical education teachers in a physical education classroom/setting.
- This policy shall apply to all licensed employees in the same manner, unless safety concerns or assignment provides for modified dress, as approved by their principal/supervisor. Such modifications may be approved on a temporary or on-going basis, depending upon the circumstances, such as a field trip activity, site "Spirit Day", or assignments in non-air conditioned areas. Special exemptions may also be made for religious or medical reasons.

*Licensed personnel are allowed to wear walking shorts (aka "city shorts" or Bermuda shorts). Walking shorts are shorts that come to the knee. In keeping with the dress code policy, denim walking shorts will not be allowed.

Date Adopted: 01/16/2007
Last Revised: 05/08/2012

## 3.23—LICENSED PERSONNEL POLITICAL ACTIVITY

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

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

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 or out of the classroom, in other than circumstances appropriate to the Frameworks and/or the curricular goals and objectives of the class.

Date Adopted: 06/24/2003
Last Revised: 06/13/2006

## 3.24—LICENSED PERSONNEL DEBTS

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

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

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

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

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

Date Adopted: 04/08/2014
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.

Day: a calendar day, unless otherwise specified.

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

**Process**

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

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

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

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

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

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievance.

If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

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

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

Legal Reference: ACA § 6-17-208, 210

Date Adopted: 06/24/2003
Last Revised: 06/13/2006

## 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: 06/24/2003
Last Revised:

## 3.26—LICENSED PERSONNEL SEXUAL HARASSMENT

The Stuttgart 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 are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity; intimidation by words, actions, insults, or name calling; teasing related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the individual self-identifies as homosexual; and spreading rumors related to a person's alleged sexual activities.

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

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

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

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

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

Date Adopted: 06/24/2003
Last Revised: 04/26/2011

## 3.27—LICENSED PERSONNEL SUPERVISION OF STUDENTS

All District personnel are expected to conscientiously execute their responsibilities to promote the health, safety, and welfare of the District's students under their care.

It shall be the policy of the school board that:

1. The welfare of the pupil should be the first concern of the teacher.
2. Withhold confidential information about a pupil or his home unless its release serves professional purposes, benefits the pupil, or is required by law.
3. Swearing or cursing on the part of a teacher before pupils is intolerable, inexcusable and maybe grounds for immediate dismissal.
4. Teachers should be impartial and just in all dealings with pupils.
5. Employ friendliness, patience, sympathy, courtesy, firmness and sincerity in dealing with pupil problems and attitudes.
6. Avoid religious and political indoctrination of pupils.
7. Refrain from commenting unprofessionally about a pupil or his home.
8. Make discreet use of available information about a pupil.
9. Encourage the pupils to study varying points of view and respect his right to form his own judgment.
10. Allow time for pupil and parent consultation in an appropriate place and manner.
11. Retaining a student will be the decision of the principal after consulting with any or all of the following: teachers, parents, person and/or persons involved and the superintendent.
12. Keep accurate and adequate account of grades and examination papers for the purpose of answering reasonable questions by the pupil or his parents about test or marks received.
13. Pupils should not be given a failing mark in scholarship because of behavior problems.
14. Seek constantly to improve learning facilities and opportunities
15. Employees shall not demand, require, request, or welcome sexual activity with students.
16. Employees shall not threaten students with sexual advances or sexual attack.
17. Employees shall not harass or tease students on sexual or gender-specific subjects.
18. Employees shall not discriminate against students on the basis of gender, sexual preference or sexual history.
19. Any employee found to have violated these policies shall be subject to sanctions, including, but not limited to, warning, suspension, non-renewal, or termination subject to applicable procedural requirements.

Date Adopted: 06/24/2003
Last Revised:

## 3.28—LICENSED PERSONNEL COMPUTER USE POLICY

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

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

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

Legal References: (Children's Internet Protection Act; PL 106-554
20 USC 6777
47 USC 254(h)
A.C.A. § 6-21-107
A.C.A. § 6-21-111

Date Adopted: 06/24/2003
Last Revised: 04/11/2017

## 3.28 A- LICENSED PERSONNEL WIRELESS INTERNET USE POLICY

Stuttgart School District allows students, staff and visitors to connect to its wireless networks. All wireless use must be for school related activities and not personal use.

**The Stuttgart School's Internet use policy will be applied in conjunction with this Wireless Use Policy.**

Wireless "Guest" networks are available at each campus. Passwords can be obtained at each facilities' office. Passwords will be changed periodically.

**Guest access allows users access to only the Internet. Guest users must also agree to terms of use, and understand user activity on the wireless network is monitored.**

Users requiring non-guest access must contact the Stuttgart Schools Technology Department for this connectivity. SSIDs for secure access are periodically changed and passwords also changed.

IEEE 802.11i Security Standard is maintained to insure secure wireless connections and integrity of school networks.

Wireless bandwidth usage will be monitored to determine excessive activity. Any device with excessive usage will be disconnected.

All Wireless access will be through approved wireless routers or access points that have been installed by the Stuttgart Schools Technology Department. Any unauthorized wireless router will be referred to as a "Rogue Device". A rogue device is any wireless router that wasn't purchased and installed by the Stuttgart Schools Technology Department, but has been brought to a school facility and connected to the school network.

The Stuttgart Schools Technology Department will conduct routine wireless monitoring and if "rogue devices" are discovered, they will be located and disconnected. Notification will be made to the supervisor/building principal, individual, etc.

School wireless equipment must not be tampered with in any way.

Any personal device brought to a facility (such as laptops), that will be connected to a wireless network, must maintain current security updates as well as up- to-date antivirus software to protect the Stuttgart School's networks from virus infiltration. Any device detected with a potential risk will be disconnected from the wireless network and not allowed reconnection until the Stuttgart Schools Technology Department has confirmed necessary security precautions have been taken.

Security patches and updates to wireless equipment will be performed regularly to insure network security and reduce risks.

Stuttgart Schools provides these wireless networks for the benefit of students, staff and visitors. Any use that is in violation of this wireless policy and/or the Internet Use policy, can result in loss of wireless privileges and/or other appropriate disciplinary or legal actions.

Date Adopted: 12/13/2016
Last Revised:

## 3.28F—LICENSED PERSONNEL Internet Use Agreement

Name (Please Print) _____

School_____Date_____

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

1. Conditional Privilege: The Employee's use of the district's access to the Internet is a privilege conditioned on the Employee's abiding by this agreement.

2. Acceptable Use: The Employee agrees that in using the District's Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee's use of the District's Internet access interfere with, or detract from, the performance of his/her job-related duties.

3. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up to and including termination.

4. "Misuse of the District's access to the Internet" includes, but is not limited to, the following:
   a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
   b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
   c. posting anonymous messages on the system;
   d. using encryption software other than when required by the employee's job duties;
   e. wasteful use of limited resources provided by the school including paper;
   f. causing congestion of the network through lengthy downloads of files other than when required by the employee's job duties;
   g. vandalizing data of another user;
   h. obtaining or sending information that could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
   i. gaining or attempting to gain unauthorized access to resources or files;
   j. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
   k. using the network for financial or commercial gain without district permission;
   l. theft or vandalism of data, equipment, or intellectual property;
   m. invading the privacy of individuals other than when required by the employee's job duties;
   n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
   o. introducing a virus to, or otherwise improperly tampering with, the system;
   p. degrading or disrupting equipment or system performance;

q. creating a web page or associating a web page with the school or school district without proper authorization;
r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
s. providing access to the District's Internet Access to unauthorized individuals; ~~or~~
t. taking part in any activity related to Internet use that creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
u. making unauthorized copies of computer software;
v. personal use of computers during instructional time; or
w. Installing software on district computers without prior approval of the Information Technology Security Officer or his/her designee except for District technology personnel as part of their job duties.

5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the District's computers or the Internet including penalties for copyright violations.

6. No Expectation of Privacy: The Employee signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee's use of the District's Internet Access and may also examine all system activities the Employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.

7. Signature: The Employee, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.

Employee's Signature: _____Date _____

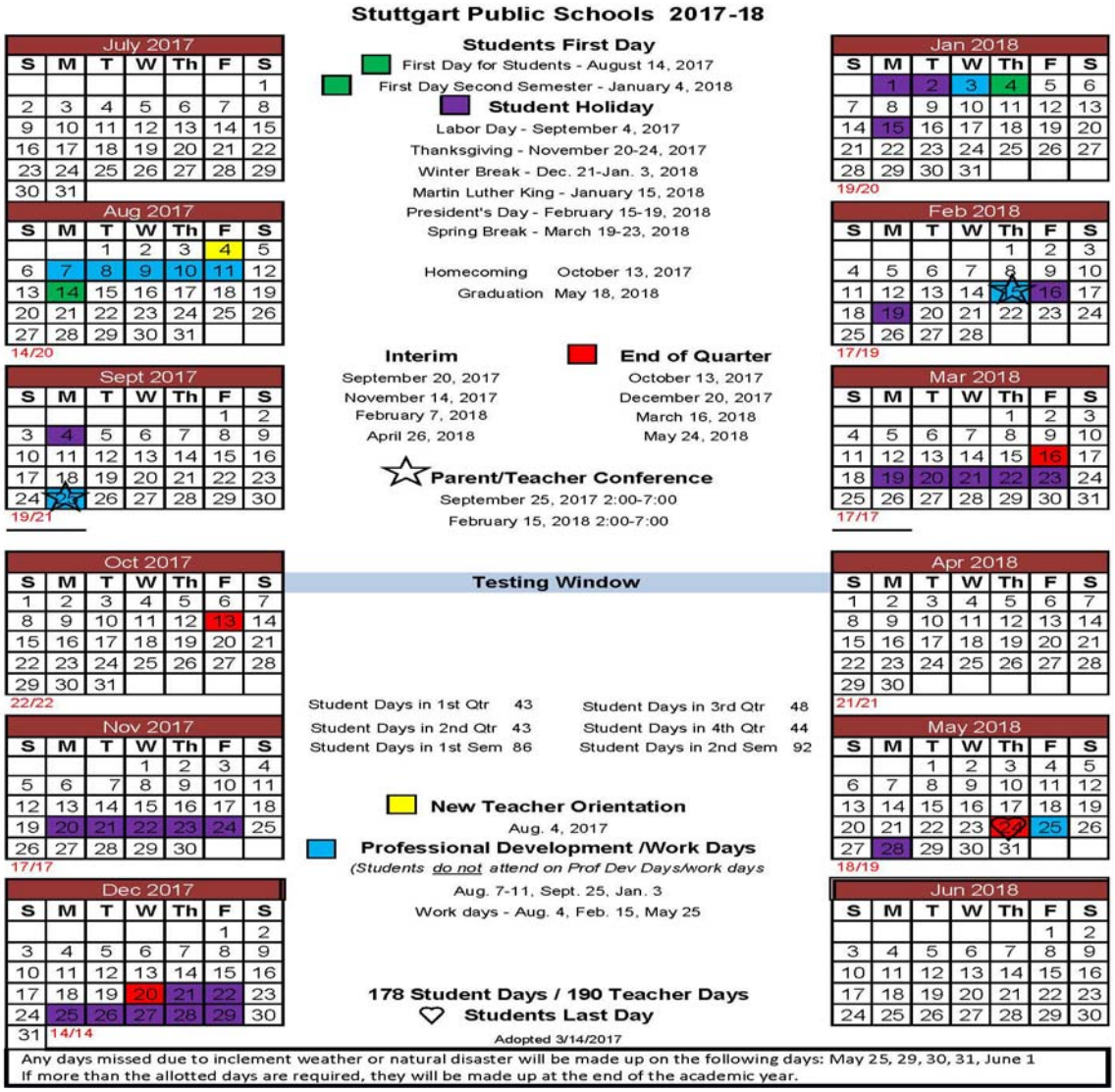
Date Adopted: 06/24/2003
Last Revised: 04/11/2017

## 3.29—LICENSED PERSONNEL SCHOOL CALENDAR

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

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

The Stuttgart School District shall operate by the following calendar:




Legal References: A.C.A. § 6-17-201 A.C.A. § 6-15-2907(f)
Arkansas Comprehensive Testing, Assessment, and Accountability Plan Rules
Date Adopted: 06/24/2003 Last Revised: 03/14/2017 Policy modified 6/13/2017

## 3.30—PARENT-TEACHER CONFERENCES

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

Teachers are required to communicate during the school year with the parent(s) or legal guardian(s), or caregiving 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 wit the parent(s) or legal guardian(s) of the student 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 Reference: State Board of Education Standards of Accreditation 12.04.1, 12.04.2, and 12.04.3
A.C.A. §6-15-1701(b)(3)(B)(ii)

Date Adopted: 06/24/2003
Last Revised: 03/16/2015

## 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

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

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

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

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

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 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 immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately.

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

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

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

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

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

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

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

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

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

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

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

Legal References: 41 USC 8101, 8103, and 8104 A.C.A. § 11-9-102

Date Adopted: 06/24/2003
Last Revised: 03/08/2016

## 3.31 F – DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

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

Signature _____

Date _____

Date Adopted: 06/29/2005
Date Revised:

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

If the employee fails to return from leave after the period of leave 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.[13]

### Definitions:

"Covered active duty" means:

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

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

### Certification

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

## Employee Notice to District

### Foreseeable Leave:

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

### Unforeseeable Leave:

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

### Substitution of Paid Leave

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

### Intermittent or Reduced Schedule Leave

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

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

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

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

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

### SERIOUS ILLNESS

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

**Definitions~~:~~**

"Covered Service Member" is:

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

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

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

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

"Serious Injury or Illness":

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

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

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

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of twenty-six (26) weeks of leave during one twelve

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

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

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

## Medical Certification

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

## Employee Notice to District

### Foreseeable Leave~~:~~

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

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

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

**Unforeseeable Leave:**

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

**Substitution of Paid Leave**

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

**Intermittent or Reduced Schedule Leave**

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

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

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

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

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the District may require the employee to choose either ~~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. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances that required the need for the leave.

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

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

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

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

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

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

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

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

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

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

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

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

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

Date Adopted: 07/10/2012
Last Revised: 03/08/2016

## 3.33—ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 06/24/2003
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 a school issued cell phone~~s~~ 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

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: 06/24/2003
Last Revised: 03/16/2015

## 3.35—LICENSED PERSONNEL BENEFITS

The Stuttgart School District provides its licensed personnel benefits consisting of the following.

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system;
4. One sick leave day per calendar month worked
5. 2 Personal days; and
6. 3 Bereavement Days
7. Dental Plan

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 06/24/2003
Last Revised: 07/01/2015

## 3.36 – LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL

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

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

Legal Reference: A.C.A. § 6-17-201
A.C.A. §§ 6-17-1501 et seq.
A.C.A. §§ 6-17-2801 et seq.

Date Adopted: 06/24/2003
Last Revised: 04/08/2014

## 3.37—ASSIGNMENT OF TEACHER AIDES

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 06/24/2003
Last Revised:

## 3.38—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

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

A school principal or his 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:

a. Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,

b. Pointed questions intended to embarrass or humiliate,

c. Mocking, taunting or belittling,

d. Non-verbal threats and/or intimidation such as “fronting” or “chesting” a person,

e. Demeaning humor relating to a student’s race, gender, ethnicity or actual or perceived attributes,

f. Blackmail, extortion, demands for protection money or other involuntary donations or loans,

g. Blocking access to school property or facilities,

h. Deliberate physical contact or injury to person or property,

i. Stealing or hiding books or belongings, and/or

j. Threats of harm to student(s), possessions, or others.

k. Sexual harassment, as governed by policy 3.26, is also a form of bullying, and/or

l. 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”).

**Notes:** A school employee who has reported violations under the school district's policy shall be immune from any tort liability which may arise from the failure to remedy the reported incident.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 06/29/2004
Last Revised: 03/08/2016

## 3.39— LICENSED PERSONNEL RECORDS AND REPORTS

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

Legal Reference: A.C.A. § 6-17-104

Date Adopted: 06/12/2007
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[1]. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

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

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

Date Adopted: 06/24/2008
Last Revised:

## 3.41—LICENSED PERSONNEL VIDEO SURVEILLANCE

The board has a responsibility to maintain discipline, protect the safety, security, and welfare of its students, staff, and visitors while at the same time safeguarding district facilities, vehicles, and equipment. As part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras. The placement of video/audio surveillance cameras shall be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy anywhere on or near school property, facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing areas where an expectation of privacy is reasonable and customary.

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

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

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

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

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

Date Adopted: 06/24/2008
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 (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
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: 07/21/2009
Last Revised: 04/08/2014

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

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

Legal Reference: A.C.A. § 6-17-401

Date Adopted: 07/21/2009
Last Revised: 07/10/2012

## 3.44—LICENSED PERSONNEL WORKPLACE INJURIES and WORKERS' COMPENSATION

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

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

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

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

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

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

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

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

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

Date Adopted: 07/21/2009
Last Revised: 03/8/2016

## 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, Instagram.

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

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

**Policy**

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

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

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

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

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

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

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

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

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

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

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

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

Cross reference: 3.28—LICENSED PERSONNEL COMPUTER USE POLICY

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

Date Adopted: 04/08/2014

## 3.45a---SOCIAL MEDIA

**STUTTGART SCHOOL DISTRICT**
**Guidelines for Using Social Media**
**to Communicate with Students (ages 13 & older only)**

**Pass the TAP Test – Make It Transparent, Accessible, and Professional!**

**Is it Transparent?** All electronic communication between staff and students should be transparent. As a public school district, we are expected to maintain openness, visibility and accountability with regards to all communications.

**Is it Accessible?** All electronic communication between staff and students should be considered a matter of public record and/or accessible to others. It is subject to Freedom of Information laws.

**Is it Professional?** Educators are held to a higher standard. All electronic communication from staff to students should be written as a professional representing the Stuttgart School District. Be mindful of your words, grammar and subject matter. They should be appropriate and model the standards and integrity of a professional educator. Always choose words that are courteous, conscientious and professional.

**Professional Social Media Accounts**
To establish a professional, educational page/account for student groups to follow, you must:

1. Fill out a Social Media Account Request Form and obtain approval from your supervisor.

2. Create the account using your staff email account (….@sps.k12.ar.us)

3. Make a supervisor an additional administrator of the page.

4. As you use social media, ensure that you "maintain a professional relationship with each student, both in and outside of the classroom." (Standard 1 of the Code of Ethics for Arkansas Educators)*

5. Moderate the page and monitor the content so that the conversation is appropriate.

6. Do not share confidential student information. Respect student and employee privacy laws and rights. Check with the building principal to determine if any students such as foster children have privacy or publicity concerns that affect the use of their picture or name.

7. Inform parents that you will be using social media as one method of communication in addition to other methods (e.g. websites, email, etc.) and that they are encouraged to access the page or information.

8. Make the same information available by alternate means (e.g. class web site and/or handout) for students who are not allowed to have access to social media.

**Other Important Reminders**

• To guard your professional reputation, consider adjusting your **personal** social media account's privacy settings to the most secure level (e.g., setting your personal Facebook account to "Friends only"). Nothing you post online, however, is ever truly private. If it is not appropriate in the classroom and for the front page of the newspaper, it is not appropriate online.

• Be conscientious regarding whether it is appropriate to "socially network" with students. To communicate with students professionally through social media, use an approved professional page or account. Keep online conversations with students professional at all times.

Adopted: 07/10/12
Last Revised: 04/08/2014 moved as policy 3.45a was previously 3.49

# Social Media Account Request Form

All Stuttgart Public Schools staff members using social media to communicate with students or parents must adhere to all applicable laws, district policies, and the district social media guidelines.

**Employee's Name**:

_____

**Stuttgart School District Email Address to be associated with the account:** _____

**Account/Page Name and/or URL:** _____

**Administrator(s) of the Account/Page:**

_____

**Educational Purpose of the Account/Page:**

_____

_____

_____

**By signing below,** I am indicating I have read the district social media guidelines and agree to adhere to those requirements.

_____

Employee Signature Date

☐☐**Request Approved**

☐☐**Request Disapproved/More Information Needed** _____

_____

## 3.47—DEPOSITING COLLECTED FUNDS

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

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

Date Adopted: 04/26/2011
Last Revised:

## 3.48 ----LICENSED PERSONNEL WEAPONS ON CAMPUS

Firearms

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

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

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

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

Other Weapons

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

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

Date Adopted: 04/08/2014

## 3.49 --TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM

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

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

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

1. Place the student into another appropriate classroom;
2. Place the student into in-school suspension;
3. Place the student into the District's alternative learning environment; in accordance with Policy 5.26—ALTERNATIVE LEARNING ENVIRONMENTS
4. Return the student to the class; or
5. Take other appropriate action consistent with the District's student discipline policies and state and federal law.

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

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

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

Legal References: A.C.A. § 6-18-511
ADE Guidelines for the Development, Review and Revision of School District Student Discipline and School Safety Policies

Date Adopted: 04/08/2014 Date Revised: 03/16/2015

## 3.50 (ASBA 3.40)– PROCEDURE FOR REPORTING CHILD ABUSE

The Stuttgart School Board directs full compliance by the District with Arkansas Statutes 42-807-818 regarding the reporting of child abuse and neglect cases. S.L.A. §12-12-501 thru §12-12-510.

1. Student welfare purpose: to set forth procedures to be used to report child abuse as required by law.

2. Employees affected: all employees.

3. Guidelines:

A. School employees as members of a school staff are included in the list of persons required by law to report if they have reasonable cause to suspect that a child has been subjected to conditions or circumstances, which would reasonably result in abuse.

B. Employees as members of a school staff are required to notify the school principal or the person designated by the afore mentioned principal.

C. The principal or his designee will be responsible for notifying the Division of Social Services.

D. A school principal or his designee receiving a report of suspected physical abuse will report the case immediately by telephone to the appropriate agency, and then will call a school nurse to document the marks. It will not be necessary to call a school nurse of suspected sexual abuse.

E. A telephone report by the principal or his designee to Social Services will be documented.

Legal Reference: AR Stat. 42-807-818; A.C.A. §12-12-501 through §12-12-510

Date Adopted: 06/24/2003
Last Revised:

## 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: 04/08/2014
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:
The employee, administrator, official, or agent;
Any family member of the District employee, administrator, official, or agent;
The employee, administrator, official, or agent's partner; or
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:
Entertainment;
Hotel rooms;
Transportation;
Gifts;
Meals; or
Items of nominal value (e.g. calendar or coffee mug).[1]

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.[2]

Legal References: A.C.A. § 6-24-101 et seq.
Arkansas Department of Education Rules Governing the Ethical Guidelines/Prohibitions For Educational Administrators, Employees,
Commissioner's Memo FIN 09-036 FIN-10-048 FIN 15-074
7 C.F.R. § 3016.36 7 C.F.R. § 3019.42

Date Adopted: 04/14/2015
Last Revised: 03/08/2016

## 3.53—LICENSED PERSONNEL BUS DRIVER END of ROUTE REVIEW

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

Date Adopted: 04/08/2014
Last Revised:

## 3.54 (ASBA 3.50) ADMINISTRATOR EVALUATOR CERTIFICATION

Continuing Administrators

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

Newly Hired or Promoted Administrators

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

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

Date Adopted:
Last Revised: 04/08/2014

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

## 3.55 (ASBA 3.54)—VOLUNTARY TEACHING DURING PLANNING PERIOD AND/OR OF MORE THAN THE MAXIMUM NUMBER OF STUDENTS PER DAY

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

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

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

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

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

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

Neither the District nor the teacher are obligated to:

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

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

Legal Reference: A.C.A. § 6-17-812

Date Adopted: 05/12/2015
Last Revised: 06/13/2017

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

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

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

Teacher's Signature: _____ Date: _____

Superintendent's Signature: _____ Date: _____

Board President's Signature: _____ Date: _____

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

Date Adopted: 03/08/2016
Last Revised:

## 3.80 – SOLICITATIONS

All salesmen, solicitors, collectors, etc., must present to the campus principal a signed authorization from the superintendent prior to visiting a district employee, other than central office staff, on that campus.

Commercial solicitation of school employees or pupils during school hours by agents, solicitors, or salesmen is prohibited; however, individual teachers may confer with them on business at times when they are not engaged in school duties, provided they have the approval of the principals.

The Board of Education prohibits any employee of the School District from directly or indirectly reaping personal profit or reward from the sale or purchase of goods or services to students in the school district or to parents of such students, except as provided by law.

The selling of merchandise - soliciting funds for non-school related activities at school in the Stuttgart School District must be approved in advance by the School Board. Food items sold to raise funds for school activities and activities approved by the board must be prepared in a place approved by a County, State, or Federal health agency.

Legal References: AR Stat. Ann 80-213, 80-509, 80-539, 80-1902, 80-1909

Date Adopted: 06/24/2003
Last Revised:

## 3.81 – SOLICITATIONS BY STAFF MEMBERS (EMPLOYEES)

The Board of Education prohibits any employee of the school district from directly or indirectly reaping personal profit or reward from the sale or purchase of goods or services to students in the school district or to parents of such students, except as provided by law.

Legal References: A.C.A. §6-21-601; §6-21-602

Date Adopted: 06/24/2003
Last Revised:

## 3.82 – SOLICITATIONS OF STAFF MEMBERS AND STUDENTS

A. Commercial solicitations of teachers during school hours by agents, solicitors, or salespeople, is prohibited except that individual teachers, with the principal's approval, may confer with them on business at times when the teachers are not engaged in school duties.

B. Activities which require written approval by the Superintendent of Schools are:

1. Photographing school buildings or pupils for commercial purposes.

2. Soliciting for any purpose, which includes exhibiting, and selling of any book, paper, map, globe, or any other articles.

3. Receiving contributions in any school building or on the school premises.

Legal Reference: A.C.A. §6-21-601, §6-21-602

Date Adopted: 06/24/2003
Last Revised:

## 3.83 – GIFTS TO STAFF MEMBERS

DISCOURAGEMENT OF GIFTS

School employees are asked to use purposeful tact in discouraging pupils or parents from presenting them with gifts of value whether individually or as a group project.

Legal References: Ark.Stat.Ann. §80-136, 80-138, 80-1909; Act 368 of 1983; Act 80 of 1987.

Date Adopted: 06/24/2003
Last Revised:

## 3.84 – STAFF RIGHTS AND RESPONSIBILITIES

The Board of Education recognizes that each employee has the same civil and constitutional rights as any other citizen. Such rights shall be respected at all times but shall be restricted if their exercise materially interferes with the educational process.

No other rights and responsibilities shall be accorded staff members unless specifically incorporated in the contracts of employment entered into between the Board of Education and the employee.

Legal References: U.S.Const. Amend. I; U.S. Const. amend. XVI, &1; Curtis Publishing Company v. Butts Associated Press v. Walker, 8755 S.Ct. 1975 (1967); Time, Inc. v. Hill, 875 S.Ct. 534, (1967); Pickering v. Board of Education, 391 U.S. 563, (1968); Givhan v. Western Line Consolidated School, 99 S.Ct. 693 (9179); Keyishan v. Board of Regents, 385 U.S. 589 (1967); Board of Regents of State Colleges v. Roth, 498 U.S. 564 (1972); Perry v. Sniderman, 408 U.S. 593 (1972); Ark.Stat.Ann. §80-213, §80-509,§80-1304.

Date Adopted: 06/24/2003
Last Revised: