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LICENSED PERSONNEL

3.1—LICENSED PERSONNEL SALARY SCHEDULE

HERMITAGE SCHOOL DISTRICT

Certified Salary Schedule

2020-2021

Steps	Years Experience	Bachelors	Masters	Masters + 12
1	0	\$33,800	\$38,450	\$38,450
2	1	\$34,250	\$38,950	\$38,950
3	2	\$34,700	\$39,450	\$39,450
4	3	\$35,150	\$39,950	\$39,950
5	4	\$35,600	\$40,450	\$40,450
6	5	\$36,050	\$40,950	\$40,950
7	6	\$36,500	\$41,450	\$41,450
8	7	\$36,950	\$41,950	\$41,950
9	8	\$37,400	\$42,450	\$42,450
10	9	\$37,850	\$42,950	\$42,950
11	10	\$38,300	\$43,450	\$43,450
12	11	\$38,750	\$43,950	\$43,950
13	12	\$39,200	\$44,450	\$44,450
14	13	\$39,650	\$44,950	\$44,950
15	14	\$40,100	\$45,450	\$45,450
16	15	\$40,550	\$45,950	\$45,950
17	16	\$40,550	\$45,950	\$45,950
18	17	\$40,550	\$45,950	\$45,950
19	18	\$40,550	\$45,950	\$45,950
20	19	\$40,550	\$45,950	\$46,150
21	20	\$40,750	\$46,450	\$46,650
22	21	\$41,200	\$46,950	\$47,150
23	22	\$41,650	\$47,450	\$47,650
24	23	\$42,100	\$47,950	\$48,150
25	24	\$42,550	\$48,450	\$48,650
26	25	\$42,950	\$48,950	\$49,150
27	26	\$43,400	\$49,450	\$49,650
28	27	\$43,850	\$49,950	\$50,150
29	28	\$44,300	\$50,450	\$50,650
30	29	\$44,750	\$50,950	\$51,150
31	30	\$45,200	\$51,450	\$51,650

Fringe Benefit for Longevity of Service

At 28, 29, and 30 years service credit or thereafter, a teacher or other staff member may choose to (1) continue regular contributions to the teacher retirement system or (2) begin participation in the T-DROP option. Under option one, normal growth of retirement benefits continues and the district continues to contribute 14% of the annual staff salary to the retirement system.

Fringe Benefits available for full time employees:

1. Health Insurance assistance
2. Admission to all school functions for employees, spouse and school age (up to grade 12) Dependents
3. Pay for all unused sick leave days upon retirement at the rate of certified substitute pay.
4. Two personal days per school year
5. Teacher Retirement Matching
6. One sick day per contract calendar month, or great portion thereof

Certified Supplemental Salary Schedule 2020-2021 school year

1. K-6 Principal/School Improvement Specialist (SIS)

- a. The full-time K-6 Principal will work a 245-day contract and will receive a stipend of \$13855.40 for additional responsibilities.

(teacher salary according to the schedule/190)*245+stipend

2. 7-12 Principal/School Improvement Specialist (SIS)

- a. The full-time K-6 Principal will work a 245-day contract and will receive a stipend of \$16885.66 for additional responsibilities.

(teacher salary according to the schedule/190)*245+stipend

3. District School Improvement Specialist (SIS)

- a. The full-time District SIS will receive \$55,000 for a 210-day contract

4. Agri/FFA Teacher

- a. Will receive a 240-day contract plus \$4000 extra pay for added responsibilities plus \$6000 for in-district travel whether the teacher is full time or half-time

5. Counselors

- a, Elementary counselor will receive a 210-day contract
- b. High school counselor will receive a 210-day contract
- c. K-12 Counselor will receive a 190-day contract (no testing, E-School responsibilities)

6. Vocational business teacher
 - a. Will receive a 195-day contract
7. Band Director
 - a. Will receive a 205-day contract
 - b. Will receive \$1500 for additional responsibilities
8. Cheerleader Sponsors
 - a. Will receive \$1500 for the Sr. High squad for additional responsibilities
 - b. Will receive \$1500 for the Jr. High squad for additional responsibilities
9. Athletic Director
 - a. Will receive \$2000 for additional responsibilities
10. 8th period teacher
 - a. Will receive 1/8 additional pay for additional responsibilities
11. Curriculum Coaches/Instructional Facilitators
 - a. Will receive a 210-day contract for additional responsibilities
12. Give the title of ESL Coordinator/Teacher as suggested by ESL; No pay increase or stipend
13. Speech-Language Pathologist
 - a. Will be paid from the certified salary schedule
 - b. Will receive \$19904.00 for additional responsibilities
14. Business Manager/District Treasurer (if certified teacher)
 - a. Will receive a 240-day contract
 - b. Will be paid off of the certified salary schedule
15. ABC Copa Administrative Assistant
 - a. Will receive \$3000 for additional responsibilities
16. SIP teacher (remediation for HS athletes)
 - a. Will receive \$25/hour
17. Substitute Bus Drivers
 - a. Will receive \$15/trip for short route (0-60 minutes)
 - b. Will receive \$25/trip for medium route (61-90 minutes)
 - c. Will receive \$30/trip for long route (90+ minutes)

18. Substitute bus driver for trips
 - a. Will receive \$12/hour
19. 21st CCLC Director
 - a. Will receive \$30.00/hour for additional responsibilities
20. 21st CCLC Teacher
 - a. Certified staff will receive \$25/hour
 - b. Bus drivers will receive \$40/trip
 - c. Nutritional Program Data Specialist will receive \$14.70/hour*
 - d. Cook will receive \$12.25/hour*
 - e. Cook-aide will receive \$11.03/hour*
 - f. Director will receive \$30/hour*

*These positions are grant funded and are subject to change yearly, according to the grant and program approval.
21. Parent Facilitator (one per school)
 - a. Will receive \$2250.00 for additional responsibilities
22. General Labor substitute/extra help
 - a. Will receive \$11.00/hour
23. Gate Worker – all home sporting events
 - a. Certified staff will receive \$11/hour
24. Clock/timekeeper - all home sporting events
 - a. Certified staff will receive \$11/hour
25. Summer help
 - a. Will receive \$11/hour
26. ABC Pre-K Director
 - a. Will receive \$2000 for additional responsibilities b. Will receive 5 extra days on contract
27. Extra work performed with prior approval from the Superintendent will be paid at the hourly rate of pay for that position or a similar position
28. Summer curriculum work by certified teachers with prior approval from the Superintendent
 - a. Will receive \$25/hour
29. Summer school teachers (certified) with prior approval from the Superintendent

- a. Will receive \$25/hour
- 30. Head Senior Football Coach
 - a. Will receive a 205-day contract and \$3000 for additional responsibilities
- 31. Assistant Senior Football Coach
 - a. Will receive a 205-day contract and \$750 for additional responsibilities
- 32. Head Junior Football Coach
 - a. Will receive \$1000 for additional responsibilities
 - b. Will receive a 205-day contract if a different person than Head Senior Football Coach
- 33. Assistant Junior Football Coach
 - a. Will receive \$750 for additional responsibilities
 - b. Will receive a 205-day contract if a different person than Assistant Senior Football Coach
- 34. Head Basketball Coach - A team consists of Senior High, Junior High & 7th grade
 - a. Will receive \$3000 for additional responsibilities for girl's teams
 - b. Will receive \$3000 for additional responsibilities for boy's teams
- 35. Assistant Basketball Coach - A team consists of Senior High, Junior High & 7th grade
 - a. Will receive \$1000 for additional responsibilities for girl's teams
 - b. Will receive \$1000 for additional responsibilities for boy's teams
- 36. Head Baseball Coach
 - a. Will receive \$1250 for additional responsibilities
- 37. Assistant Baseball Coach
 - a. Will receive \$1000 for additional responsibilities
- 38. Head Softball Coach
 - a. Will receive \$1250 for additional responsibilities
- 39. Assistant Softball Coach
 - a. Will receive \$1000 for additional responsibilities
- 40. Head Soccer Coach
 - a. Will receive \$1250 for additional responsibilities for the girl's team
 - b. Will receive \$1250 for additional responsibilities for the boy's team

41. Head Cross Country Coach
 - a. Will receive \$1000 for additional responsibilities for the girl's team
 - b. Will receive \$1000 for additional responsibilities for the boy's team
42. Head Track Coach
 - a. Will receive \$500 for the Sr. High teams (girl's and boy's)
 - b. Will receive \$500 for the Jr. High teams (girl's and boy's)
43. Head Golf Coach
 - a. Will receive \$500 for additional responsibilities for girl's and boy's team
44. District Translator
 - a. Will receive \$11/hour; (Board approval; determined by the Superintendent)
45. District Technology Coordinator (one per campus)
 - a. Will receive \$2000 for additional responsibilities
46. Long-term Substitute Licensed Teacher
 - a. Daily rate of pay off of current certified salary schedule for Bachelor's Degree with 0 years of experience/190
 - b. Must have prior approval of the Superintendent
48. AAA Compliance/Paperwork and Facilities Director (Football, Basketball, Softball, Baseball, and Soccer; one stipend per sport)
 - a. Will receive \$600 for additional responsibilities
49. K-12 Dean of Students
 - a. Will receive 10 extra days on contract
 - b. Will receive multiplier of .15 for additional responsibilities
50. Quiz Bowl Sponsor (1 per team; sr. high team and jr. high team)
 - a. Will receive \$250 per team for additional responsibilities
51. Prom Sponsor (Maximum of 2/year)
 - a. Will receive \$250 for additional responsibilities
52. Yearbook Sponsor
 - a. Will receive \$1500 for additional responsibilities
53. Teacher of the Year

- a. Will receive \$500 for additional responsibilities
54. ARMAC Coordinator
- a. Will receive \$100.00 for additional responsibilities
55. Coordinator of Student Services and District Testing Coordinator
- a. Will receive a 210-day contract
 - b. No additional pay or salary increase
56. Migrant Summer Staff
- a. Will receive \$2500 or will be paid according to the Migrant Program Budget
57. HSD Coaches are required to have their CDL as part of their position; any head coach not having the appropriate endorsement prior to the office first game of the season will receive a \$500 deduction in the stipend for the sport.

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

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

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

Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to the Business Manager by the 6th of the month. Requests for salary changes are reviewed in September and January only. The appropriate salary increase will be reflected in the next paycheck (October or February) provided the transcript is submitted by the 6th of the month. All salary changes will be on a “go forward” basis, and no back pay will be awarded.

Arkansas Professional Pathway to Educator Licensure (APPEL) Program

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

Licensed employee, seeking additional area or areas of licensure

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

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

A.C.A. § 6-13-635 requires the Board to adopt a resolution that it has reviewed and adopted all salary 3increases of 5% or more, but most of the Act's listing of reasons are statutorily required raises and are paid by the state and not district funds. The Act's language requires the resolution even for an employee who moves from one position to another higher paying position such as going from teaching to administration. None-the-less, the resolution is required. Policy 1.9 directs the Board to review the salaries when adopting changes to this policy. We recommend the following language:

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

Therefore, the Hermitage School District Board of Directors approves and resolves that the spread sheet including those explanations are a factual representation of the raises given for each school-year

Cross References: Policy 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-17-201, 202, 2403
A.C.A. § 6-20-2305(f)(4)
ADESE Rules Governing School District Requirements for Personnel Policies, Salary

Date Adopted: March 15, 2004
Last Revised: June 13, 2020

3.2—LICENSED PERSONNEL EVALUATIONS

Definitions

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

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

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

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

Teachers

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

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

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

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

Following a summative evaluation, the teacher shall receive an overall performance rating that is derived from:
A written evaluation of the teacher's performance on all evaluation domains as a whole;

1. The evaluation framework and evaluation rubric appropriate to the teacher's role;
2. Multiple sources of evidence of the teacher's professional practice including, but not limited to:
 - a. Direct observation;
 - b. Indirect observation;

- c. Artifacts; and
 - d. Data; and
4. Presentations of evidence chosen by the teacher, the evaluator, or both.

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

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

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

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

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

Building Level or District Level Evaluations

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

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

Building level or district level leaders, except for beginning administrators, shall have a summative evaluation at least once every four (4) years. To establish the initial four-year rotation schedule for building level or district level leaders, except for beginning administrators, to be summatively evaluated, at least one quarter (1/4) of each school's building level or district level leaders will be selected for evaluation by school administrators.

Beginning administrators shall have a summative evaluation in the year following the completion of their beginning administrator period and will be added to the four (4) year summative evaluation rotation for following years. A building level or district level leader who transfers into the District from another LEA shall be added to the four (4) year summative evaluation rotation based on when the building level or district level leader's most recent summative evaluation was conducted.

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

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

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

- a. Direct observation;
- b. Indirect observation;
- c. Artifacts; and
- d. Data.

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

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

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

Legal References: A.C.A. § 6-17-2801 et seq.
 A.C.A. § 11-3-204
 ADESE Rules Governing Educator Support and Development

Date Adopted: March 15, 2004
Last Revised: March 12, 2018

3.3—EVALUATION OF LICENSED PERSONNEL BY RELATIVES

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

Date Adopted: March 15, 2004

Last Revised: April 28, 2015

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.

Option 1

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

Points

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

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

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

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

When the District is conducting a RIF, all potentially affected teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days

within which to appeal his or her assignment of points to the superintendent whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect a teacher's point total after the list is released.

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

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

Option 1

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

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

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

SECTION TWO

The employees of any school district which annexes to, or consolidates with, the Hermitage 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 Hermitage 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 Hermitage School District

Such employees will not be considered as having any seniority within the Hermitage School District and may not claim an entitlement under a reduction in force to any position held by a Hermitage 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 Hermitage 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 Hermitage 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: March 15, 2004

Last Revised: April 20, 2020

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 that 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.

Note: The following language is offered as suggestive for the cover memo:

Attached please find your contract of employment for the (date/date) school year. Pursuant to Arkansas law, you have thirty (30) calendar days from the date of this memo to sign and return your contract of employment to the office of the Superintendent. According to personnel policy 3.5, the failure of an employee to sign and return his or her contract by the thirtieth (30th) day shall operate as a resignation, and steps will immediately begin to fill that vacated position for the next school-year.

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

Date Adopted: March 15, 2004

Last Revised: April 28, 2015

3.6—LICENSED PERSONNEL EMPLOYEE TRAINING

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

- Is required by statute or the Division of Elementary and Secondary Education (ADESE); 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.

As part of the District's School District Support Plan (SDSP), 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 school-level improvement plan (SLIP) and incorporate the licensed employee's professional growth plan (PGP). The PDP shall describe how the District's categorical funds will be used to address deficiencies in student performance and any identified academic achievement gaps between groups of students. At the end of each school year, the District shall evaluate the PD activities' effectiveness at improving student performance and closing achievement gaps.

Each licensed employee shall receive a minimum of thirty-six (36) hours of PD annually to be fulfilled between 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 PDP shall be research-based and standards-based and in alignment with applicable ADESE 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 SLIP.

Flexible PD hours (flex hours) are those hours that an employee is allowed to substitute PD activities, different than those offered by the District, but are still aligned to the employee's Individual Improvement Plan, PGP, the employee's school's SLIP, or the District's PDP. The District shall determine on an annual basis how many, if any, flex hours of PD it will allow to be substituted for District scheduled PD offerings. The determination may be made at an individual building, a grade, or by subject basis. The District administration and the building principal have the authority to require attendance at specific PD activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex PD hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the licensed employee's required hours shall equal one (1) contract day. Hours of PD earned by an employee that are in excess of the employee's required hours, but are either not at the request of the District or not pre-approved by the building principal, shall not be credited toward fulfilling the required number of contract days for that employee. 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 ADESE Rules, employees will receive up to six (6) hours of educational technology PD that is integrated within other PD offerings, including taking or teaching an online or blended course.

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

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

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

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

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

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

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

Beginning with the 2018-2019 school year, the District shall provide professional development to teachers licensed:

- ☐ At the elementary level for kindergarten through grade six (K-6), in special education for kindergarten through grade twelve (K-12), or reading specialists for kindergarten through grade twelve (K-12) for one (1) of the prescribed pathways to obtaining a proficiency credential in knowledge and practices in scientific reading instruction; and
- ☐ In an area other than elementary level for kindergarten through grade six (K-6), in special education for kindergarten through grade twelve (K-12), or reading specialists for kindergarten through grade twelve (K-12) for one (1) of the prescribed pathways to obtaining an awareness credential in knowledge and practices in scientific reading instruction.

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 (K-6), or special education license, or reading specialists in kindergarten through grade twelve (K-12) 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.

Beginning in the 2019-2020 school year, the District shall provide annual training instruction based on the science of reading as set forth in the literacy plan contained within the District's SLIPs.

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

At least once every three (3) years, persons employed as athletic coaches shall receive training related to the recognition and management of concussions, dehydration, or other health emergencies; students' health and safety issues related to environmental issues; and communicable diseases, 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 two (2) hours of training related to compliance with the District's antibullying policies to include:

- a. Bullying prevention;
- b. Recognition of the relationship between incidents of bullying and the risk of suicide; and
- c. The licensed employee's duties under 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 ADESE'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 Excellence 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 ADESE rules that deal with PD. Licensed personnel who meet the requirements of this paragraph, the associated statute, and ADESE Rules shall be entitled to one (1) hour of PD for each hour of approved preparation.

Licensed personnel shall receive five (5) PD hours for each credit hour of a - graduate level college course that meets the criteria identified in law and applicable ADESE 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 ADESE'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, ADESE Rule, and this policy, shall be grounds for disciplinary action up to and including termination.

Approved PD activities may include:

- Conferences/workshops/institutes;
- Mentoring/peer coaching;
- Study groups/learning teams;
- National Board for Professional Teaching Standards Certification;
- Distance and online learning (including Arkansas IDEAS;
- Micro-credentialing approved by ADESE;
- 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's PDP, employee's school's SLIP, 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 and the Panic Button Alert System (A.C.A. § 6-15-1302);
- TESS (A.C.A. § 6-17-2806);
- Student discipline training, behavioral intervention, and classroom management (A.C.A. § 6-18-502);
- Comprehensive School Counseling Program (A.C.A. § 6-18-1004);
- Training required by ADESE under academic, fiscal and facilities distress statutes and rules; and
- Annual active shooter drills (6-15-1303)

Cross-References: 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION
4.37—EMERGENCY DRILLS
45.2—PLANNING FOR EDUCATIONAL IMPROVEMENT

Legal References: Standards For Accreditation 1-B.4, 3-A.4, 3-B.1, 4-G.1, 4-G.2
ADESE Rules Governing Professional Development
ADESE Rules Governing the Arkansas Educational Support and Accountability Act
ADESE Rules Governing the Arkansas Financial Accounting and Reporting System
and Annual Training Requirements
A.C.A. § 6-10-121
A.C.A. § 6-10-122
A.C.A. § 6-10-123
A.C.A. § 6-15-1004(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. § 6-17-711
A.C.A. § 6-17-2806
A.C.A. § 6-17-2808
A.C.A. § 6-18-502(f)
A.C.A. § 6-18-514(f)
A.C.A. § 6-18-708
A.C.A. § 6-18-2004
A.C.A. § 6-20-2204
A.C.A. § 6-20-2303 (15)
A.C.A. § 6-41-608
A.C.A. § 6-61-133

Date Adopted: March 15, 2004
Last Revised: June 10, 2019

3.7—LICENSED PERSONNEL BUS DRIVER DRUG TESTING

Scope of Policy

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

1. The employee shall possess a current driver's license authorizing the individual to operate the size school bus the individual is being hired to drive
2. Have undergone a physical examination, which shall include a drug test,¹ by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certificate of school bus driver in service training.²

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

Methods of Testing

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

Definitions

"Safety sensitive function" includes:

- 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.⁵

Requirements

Employees shall be drug and alcohol free from the time the employee is required to be ready to work until the employee is relieved from the responsibility for performing work and/or any time they are performing a safety-sensitive function. In addition to the testing required as an initial condition of employment, employees shall

submit to subsequent drug tests as required by law and/or regulation. Subsequent testing includes, and/or is triggered by, but is not limited to:

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

Prohibitions

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

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

Testing for Cause

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.⁶

Refusal to Submit

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

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

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

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

Consequences for Violations

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.⁷

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

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

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

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

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

Give a copy of this policy to your drivers.

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

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

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

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

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

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

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

⁷ The drivers covered under this policy are those who are required to have a teaching license as a prerequisite for their job. Federal law requires you to remove them from safety-sensitive functions when a drug or alcohol related problem exists, but does not enter into the realm of dismissing them from their teaching duties. Bus drivers who are not also teaching licensed personnel are covered under the Classified Policy 8.4 and may be dealt with given the specific provisions of their employment.

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

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: March 15, 2004

Last Revised: April 20, 2020

3.8—LICENSED PERSONNEL SICK LEAVE

Definitions

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

Sick Leave

The principal/administrator/direct supervisor 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/administrator/direct supervisor. Such approved sick leave shall not exceed one-half (1/2) day. The principal/administrator/direct supervisor has the discretion to approve sick leave for an employee to attend the funeral of those family members listed in the bereavement policy, under circumstances deemed appropriate by the principal/administrator/direct supervisor.

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

Pay for sick leave shall be at the employee’s daily rate of pay, which is that employee’s total contracted salary, divided by the number of days employed as reflected in the contract. Absences for illness in excess of the

employee's accumulated and current sick leave shall result in a deduction from the employee's pay at the daily rate as defined above.

The Hermitage School District will purchase all sick days above 90 that would be lost at the end of the contract year at the rate of \$75/day. Intent to sell accumulated sick days should be provided to the Business Manager by September 1 of each school year. Anticipation of the purchase of sick days upon retirement should be submitted to the Business Manager by September 1.

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 his/her daily rate of pay.

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

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

Sick Leave and Family Medical Leave Act (FMLA) Leave

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

accumulated sick leave, vacation or personal leave. See 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

Sick Leave and Outside Employment

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

Cross References: 3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT
 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE
 3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS’
 COMPENSATION

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

Date Adopted: March 15, 2004

Last Revised: March 13, 2017

3.9—LICENSED PERSONNEL SHARED SICK LEAVE

Employees may share sick leave days for illness by notifying the Superintendent in writing. The name of the employee to whom the sick leave is given and the number of days to be transferred shall be stated. Days shall be for illness of the employee or the illness of an immediate family member. Upon approval from the Superintendent, the request will be forward to the Business Manager. Requests must be made before the end of the 2nd business day of the month.

Limitations: Only accrued days from prior years may be transferred. The sharing employee must retain at least the current year's sick leave benefits in his own account. Days transferred between employees may not result in the receiving employee having unused sick leave upon retirement or resignation.

Legal Reference: A.C.A. § 6-17-1201

Date Adopted: March 15, 2004

Last Revised: April 28, 2015

3.10—LICENSED PERSONNEL PLANNING TIME

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

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

Legal Reference: A.C.A. § 6-17-114 (a)(d)

Date Adopted: March 15, 2004

Last Revised: April 28, 2015

3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

Personal Leave

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. The leave may be taken in increments of no less than one-half (1/2) day. Employees may carryover personal days and accumulate up to 5 days. Any unused days over 5 will roll over to sick leave.

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

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

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

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

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

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

Professional Leave

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

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

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

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

Legal Reference: A.C.A. § 6-17-211

Date Adopted: March 15, 2004

Last Revised: April 10, 2017

3.11.1 – LICENSED EMPLOYEE BEREAVEMENT LEAVE

Each licensed employee will be granted one (1) day of Bereavement Leave per school year to be used for the death of the following family members: spouse, child (biological or step), parent (biological or step), siblings (biological or step), mother-in-law, father-in-law, grandchild, grandparent, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative living in the same household.

Any additional leave needed for bereavement may be taken from sick leave, subject to the administrator's approval and in compliance with the sick leave policy.

Bereavement leave days are not accumulative from year to year.

Bereavement leave will occur without loss of pay or sick days.

Date Adopted: March 15, 2004

Last Revised: April 10, 2017

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

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

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

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

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

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

Date Adopted: March 15, 2004

Last Revised: June 10, 2019

3.13—LICENSED PERSONNEL PUBLIC OFFICE

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

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

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

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

Legal Reference: A.C.A. § 6-17-115

Date Adopted: March 15, 2004

Last Revised: April 28, 2015

3.14—LICENSED PERSONNEL JURY DUTY

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

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

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

Legal Reference: A.C.A. § 16-31-106

Date Adopted: March 15, 2004

Last Revised: April 28, 2015

3.15—LICENSED PERSONNEL LEAVE — INJURY FROM ASSAULT

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

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

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

Legal Reference: A.C.A. § 6-17-1209

Date Adopted: March 15, 2004

Last Revised: April 28, 2015

3.16—LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

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

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

Teachers may purchase supplies and supplementary materials from the District at the District's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by the administrator 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 will be held until total receipts are equal to or greater than \$100. 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 by the 1st of each month will be processed by the 15th of each month.

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: March 15, 2004

Last Revised: April 28, 2015

3.17—POLICY DELETED; PLACE RESERVED FOR FUTURE USE

3.18 – LICENSED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

When a licensed employee is additionally employed by the District in either a classified capacity or by a contract to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary licensed position employment contract shall prevail over all other employment duties unless the needs of the district dictate otherwise. If there is a conflict between the expectations of the primary licensed position and any other contracted position, the licensed employee shall notify the employee's building principal as far in advance as is practicable. The building principal shall verify the existence of the conflict by contacting the supervisor of the secondary contracted position. The building principal shall consult other administrators, including the Superintendent, and/or directors that could be impacted by such conflict and shall determine the needs of the district on a case-by-case basis and rule accordingly. The Superintendent may review the principal's decision. Frequent conflicts or scheduling problems could lead to the non-renewal or termination of the classified contract of employment or the contract to perform the supplementary duties.

Sick Leave and Outside Employment

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

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

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

Date Adopted: March 15, 2004
Last Revised: April 28, 2015

3.19—LICENSED PERSONNEL EMPLOYMENT

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

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

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

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

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

The 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 Superintendent, who may be reached at (870) 463-2246 or by mail at P.O. Box 38, Hermitage, AR 71646.

Any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator in person or by using the mailing address, telephone number, or email address provided above. A report may be made at any time, including during non-business hours, and may be on the individual's own behalf or on behalf of another individual who is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment.

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;
3. a deceased veteran's spouse who is unmarried throughout the hiring process; or

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

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

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

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

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

Employees shall be paid on the fifteenth of the month. If the fifteenth falls on a Saturday or Sunday, payments shall be made on the prior Friday. If the fifteenth falls during scheduled holidays, payments shall be made the last day before the holiday.

Any additional pay – bonuses, mentoring, etc. will be paid in a separate check not to be included in the employee's regular paycheck.

Those employees not working a 190-day contract will accumulate personal and sick leave at a rate equal to the percentage of a full contract that they work.

Definition of a ½ day will be as follows: A ½ day will begin or end at 11:30 a.m.

An employee assigned to grades PK-6 will arrive at school at 7:30 a.m. and remain until 3:30 p.m. An employee assigned to grades 7-12 will arrive at school at 7:45 a.m. and remain until 3:45 p.m. For the purposes of building schedules and to supervise students, employee schedules may be altered with advance notification from the administrator. An employee is considered late if they are not at their assigned location at the designated time. The first warning for late arrival or early departure will be verbal. The second time an employee is late, he or she will be written up. The third time an employee is late, he/she will be written up and docked a ½ day pay. The district will follow the policy that normally deals with employee write-ups. The principal will have discretion of this matter due to emergency situations that may arise occasionally.

With the approval of the building principal, an employee may use in-house staff to cover a class without being docked to leave a little early for things such as a doctor's appointment, college, funerals, etc. The covering of classes for other staff members should not disrupt the educational process. All lesson plans should be available for the staff that is covering the class. This is an employee courtesy that should not extend more than two hours and is provided to keep teacher who only need a little time from missing ½ a day of educational/teaching time.

Legal References: Division of Elementary and Secondary Education Rules Governing Background Checks

A.C.A. § 6-17-301
A.C.A. § 6-17-410
A.C.A. § 6-17-411
A.C.A. § 6-17-428
A.C.A. § 6-17-429
A.C.A. § 21-3-302
A.C.A. § 21-3-303
28 C.F.R. § 35.106
29 C.F.R. part 1635
34 C.F.R. § 100.6
34 C.F.R. § 104.8
34 C.F.R. § 106.8
34 C.F.R. § 106.9
34 C.F.R. § 108.9
34 C.F.R. § 110.25

Date Adopted: March 15, 2004

Last Revised: July 13, 2020

3.20—LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

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

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

All employee travel subject to reimbursement will be paid at the IRS/Federal reimbursement mileage rate for school business travel. Reimbursement for meals will be \$35.00 per Diem per day limit within the state of Arkansas. The rate will be assessed at \$7.00 for breakfast, \$11.00 for lunch and \$17.00 for dinner. Prior evening stay is required for reimbursement for breakfast, and extended day (which is defined as working past 6:00 p.m. 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. Without overnight stay, all meal reimbursements are taxable. The entire daily allowance can be spent in one meal if all meals are eligible. Reimbursements for meals will be paid on \$50.00 per Diem per day limit when travel is out of the state of Arkansas. The rate will be assessed at \$9.00 for breakfast, \$15.00 for lunch and \$26.00 for dinner. Prior evening stay is requirement for reimbursement for breakfast, and extended day (which is defined as working past 6:00 p.m. 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. This is in compliance with IRS and auditor regulations. Per Diem does not necessarily require receipts. Actual expenses above per diem will be paid if approved by the Superintendent.

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

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

8.14-NON-LICENSED PERSONNEL REIMBURSEMENT

Date Adopted: March 15, 2004

Last Revised: April 28, 2015

3.21—LICENSED PERSONNEL USE OF TOBACCO, ELECTRONIC NICOTINE DELIVERY SYSTEMS, AND RELATED PRODUCTS

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

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

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

Notes: The statute requires posting the statute "...in a conspicuous location at every entrance to each building owned or leased by a public school district and every school bus used to transport students."

This model policy tracks the state law referenced below. It is not required to be in District policies, but it could be useful in informing employees of the statutory prohibition on all tobacco use.

Legal Reference: A.C.A. § 6-21-609

Date Adopted: March 15, 2004

Last Revised: April 20, 2020

3.22—DRESS OF LICENSED EMPLOYEES

Employees shall ensure that their dress and appearance are professional and appropriate to their positions. It is the responsibility of the administrator to ensure that the dress and appearance of employees does not interfere with the learning culture of the school.

Date Adopted: March 15, 2004

Last Revised: April 28, 2015

3.23—LICENSED PERSONNEL POLITICAL ACTIVITY

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

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

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

Note: This policy is similar to Policy 8.17. If you change this policy, review 8.17 at the same time to ensure applicable consistency between the two.

Legal References: A.C.A. § 6-16-122
 A.C.A. § 7-1-103
 A.C.A. § 7-1-111

Date Adopted: March 15, 2004

Last Revised: April 20, 2020

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" exclude such things as child support, student loan or IRS liens or voluntary deductions levied against an employee's wages.

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

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

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

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

Date Adopted: March 15, 2004

Last Revised: April 28, 2015

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

“Employee” means any person employed under a written contract by this school district

Grievance: means a claim or concern raised by an individual employee of this school district related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules; federal or state laws and regulations; state laws and rules; or terms or conditions of employment. 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: means grievance that may be filed as a group if all of the following criteria are met and the group’s issue is a subject that may be grieved under this policy’s definition of grievance

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.

Simply meeting all of the criteria above alone does not ensure that the subject presented by the group is eligible to be grieved.

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

Working day: means 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. Except for a grievance concerning back pay, the employee must inform his/her immediate supervisor of the existence of a potential grievance within five (5) working days of the occurrence of the grievance. The supervisor shall schedule a conference with the employee to hear the employee’s potential grievance that shall be held no later than five (5) working days after the supervisor is informed of the existence of the potential grievance and 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. If the grievance is not advanced to Level Two within five (5) working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five

working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee's immediate supervisor is the building principal, the superintendent.

Level Two (when appeal is to the building principal): Upon receipt of a Level Two Grievance Form, the building principal will have ten working days to schedule a conference with the employee filing the grievance. The principal shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the principal will have ten (10) working days in which to deliver a written response to the grievance to the employee. If the grievance is not advanced to Level Three within five (5) working days, from the date of the principal's written response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

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

Level Three: If the proper recipient of the Level Two Grievance was the building principal, and the employee remains unsatisfied with the written response to the grievance, the employee may advance the grievance to the superintendent by submitting a copy of the Level Two Grievance Form and the principal's written reply. The superintendent within five working days of his/her receipt of the principal's reply. The superintendent will have ten (10) working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten (10) working days in which to deliver a written response to the grievance to the employee.

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 Directors within five (5) working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent. If the grievance is not appealed to the Board of Directors within five (5) working days of his/her receipt of the superintendent's written 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. Based on a review of the Level Two Grievance Form and the superintendent's reply, the board shall:

- a. For a grievance filed as an individual, determine if the grievance, on its face, is a subject that may be grieved under district policy.
- b. For a grievance that is filed as a group grievance, review the composition of the group and either:
 - Rule that the group has met the requirements to qualify as a group grievance and then determine whether the matter of the grievance is, on its face, a subject that may be grieved under District policy; or

- Rule that the composition of the group does not meet the definition of a group grievance under District policy.

If the Board rules that the grievance, whether filed as an individual or as a group, is not a subject that may be grieved, the matter shall be considered closed. If the Board rules that the composition of the group does not meet the definition of a group grievance under District policy, employees who had filed a grievance as part of a group grievance that the Board ruled to not meet the policy's definition of a group grievance may choose to subsequently file an individual grievance by starting with Level One of the process; in such cases, a grievance will be considered to be timely filed if the notification of the employee's supervisor requirement under Level 1 is made within five (5) work days of the Board meeting where the Board ruled that the proposed group grievance did not meet the policy's definition of a group grievance.

If the Board rules the grievance to be a subject that may be grieved, they shall immediately commence a hearing on the grievance. All parties have the right to representation at the appeal hearing by a person of their own choosing except that no party shall be represented by an individual who is a member of the employee's immediate family. The employee shall have no less than ninety (90) minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open to the public, the parent or guardian of any student under the age of eighteen (18) years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

Records

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

Reprisals

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

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

Date Adopted: March 15, 2004

Last Revised: July 13, 2020

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: March 15, 2004

Last Revised: April 28, 2015

3.26—LICENSED PERSONNEL SEXUAL HARASSMENT3.26—LICENSED PERSONNEL SEXUAL HARASSMENT

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

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

- the nature of sexual harassment;
- The District's written procedures governing the formal complaint grievance process;¹
- The process for submitting a formal complaint of sexual harassment;
- That the district does not tolerate sexual harassment;
- That students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences;
- The supports that are available to individuals suffering sexual harassment; and
- The potential discipline for perpetrating sexual harassment.

Definitions

"Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

"Education program or activity" includes locations, events, or circumstances where the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting an investigation of the allegation of sexual harassment.

"Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

"Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee:
 - a. Conditions the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;² or
 - b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;²
2. The conduct is:
 - a. Unwelcome; and

- b. Determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
- c. Constitutes:
- d. Sexual assault;
- e. Dating violence
- f. Domestic violence; or
- g. Stalking.

"Supportive measures" means individualized services that are offered to the complainant or the respondent designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party. The supportive measures must be non-disciplinary and non-punitive in nature; offered before or after the filing of a formal complaint or where no formal complaint has been filed; and offered to either party as appropriate, as reasonably available, and without fee or charge. Examples of supportive measures include, but are not limited to: measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment; counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; campus escort services; mutual restrictions on contact between the parties; changes in work or class locations; leaves of absence; and increased security and monitoring of certain areas of the campus.

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

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances and may occur regardless of the sex(es) of the individuals involved. Depending upon such circumstances, examples of sexual harassment include, but are not limited to:

- Making sexual propositions or pressuring for sexual activities;
- Unwelcome touching;
- Writing graffiti of a sexual nature;
- Displaying or distributing sexually explicit drawings, pictures, or written materials;
- Performing sexual gestures or touching oneself sexually in front of others;
- Telling sexual or crude jokes;
- Spreading rumors related to a person's alleged sexual activities;
- Discussions of sexual experiences;
- Rating other students as to sexual activity or performance;
- Circulating or showing e-mails or Web sites of a sexual nature;
- Intimidation by words, actions, insults, or name calling; and
- Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the student self-identifies as homosexual or transgender.

Employees who believe they have been subjected to sexual harassment are encouraged to submit a report to their immediate supervisor, an administrator, or the Title IX coordinator. 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 sexual harassment. If the District staff member who received a report of alleged sexual harassment is not the Title IX Coordinator, then the District staff person shall inform the Title IX

Coordinator of the alleged sexual harassment. As soon as reasonably possible after receiving a report of alleged sexual harassment from another District staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

- Discuss the availability of supportive measures;
- Consider the complainant's wishes with respect to supportive measures;
- Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
- explain to the complainant the process for filing a formal complaint.

Supportive Measures

The District shall offer supportive measures to both the complainant and respondent that are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party before or after the filing of a formal complaint or where no formal complaint has been filed. The District shall provide the individualized supportive measures to the complainant unless declined in writing by the complainant and shall provide individualized supportive measures that are non-disciplinary and non-punitive to the respondent. A complainant who initially declined the District's offer of supportive measures may request supportive measures at a later time and the District shall provide individualized supportive measures based on the circumstances when the subsequent request is received.

Formal Complaint

A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by email. Upon receipt of a formal complaint, a District shall simultaneously provide the following written notice to the parties who are known:

- Notice of the District's grievance process and a copy of the procedures governing the grievance process;
- Notice of the allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include:
 - ✚ The identities of the parties involved in the incident, if known;
 - ✚ The conduct allegedly constituting sexual harassment; and
 - ✚ The date and location of the alleged incident, if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
- That the parties may inspect and review evidence relevant to the complaint of sexual harassment; and
- That the District's personnel policies and code of conduct prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the previous notice, the District shall simultaneously provide notice of the additional allegations to the parties whose identities are known.

The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated formal complaints so that the grievance process involves more

than one complainant or more than one respondent, references to the singular “party”, “complainant”, or “respondent” include the plural, as applicable.

When investigating a formal complaint and throughout the grievance process, a District shall:

- Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the District and not on the parties;
- Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or access, consider, disclose, or otherwise use a party’s records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional’s or paraprofessional’s capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party’s voluntary, written consent or that party’s voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process;
- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation ; this includes evidence:
 - Whether obtained from a party or other source,;
 - The District does not intend to rely upon in reaching a determination regarding responsibility; and
 - That is either Inculpatory or exculpatory; and
- Create an investigative report that fairly summarizes relevant evidence.

At least ten (10)³ days prior to completion of the investigative report, the District shall send to each party and the party’s advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties shall have at least ten (10)³ days to submit a written response to the evidence. The investigator will consider the written responses prior to completion of the investigative report. All evidence subject to inspection and review shall be available for the parties’ inspection and review at any meeting to give each party equal opportunity to refer to such evidence during the meeting.

After the investigative report is sent to the parties, the decision-maker shall:

- Provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;
- Provide each party with the answers;
- Allow for additional, limited follow-up questions from each party; and

- Provide an explanation to the party proposing the questions any decision to exclude a question as not relevant. Specifically, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Following the completion of the investigation period, the decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility. The written determination shall include—

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including:
 - a. Any notifications to the parties;
 - b. Interviews with parties and witnesses;
 - c. site visits;
 - d. Methods used to gather other evidence,; and
 - e. Hearings held;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the District's personnel policies or code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including:
 - a. A determination regarding responsibility;
 - b. Any disciplinary sanctions imposed on the respondent; and
 - c. Whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
6. The procedures and permissible bases for the complainant and respondent to appeal.

The written determination shall be provided to the parties simultaneously. The determination regarding responsibility shall become final on the earlier of:

- If an appeal is not filed, the day after the period for an appeal to be filed expires; or
- If an appeal is filed, the date the written determination of the result of the appeal is provided to the parties.

The District shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved; did not occur in the District's education program or activity; or did not occur against a person in the United States, then the District shall dismiss the complaint as not meeting the definition of sexual harassment under this policy. A dismissal for these reasons does not preclude action under another provision of the District's personnel policies or code of conduct.

The District may dismiss the formal complaint or any allegations therein, if at any time during the grievance process:

- The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- The respondent is no longer enrolled at the District; or

- Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon the dismissal of a formal complaint for any reason, the District shall promptly send written notice of the dismissal and reason(s) for the dismissal simultaneously to the parties.

The District may hire an individual or individuals to conduct the investigation or to act as the determination-maker when necessary.

Appeals

Either party may appeal a determination regarding responsibility or from a dismissal of a formal complaint or any allegations therein, on the following bases:

- a. The existence of a procedural irregularity that affected the outcome of the matter;
- b. Discovery of new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- c. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter; or
- d. An appeal of the disciplinary sanctions from the initial determination.⁴

For all appeals, the District shall:



1. Notify the other party in writing when an appeal is filed;
2. Simultaneously Provide all parties a written copy of the District's procedures governing the appeal process;
3. Implement appeal procedures equally for both parties;
4. Ensure that the decision-maker⁵ for the appeal is not the same person as the decision-maker that reached the original determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator;
5. Provide all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
6. Issue a written decision describing the result of the appeal and the rationale for the result; and
7. Provide the written decision simultaneously to both parties.

Confidentiality

Reports of sexual harassment, both informal reports and formal complaints, will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to:

- individuals who are responsible for handling the District's investigation and determination of responsibility to the extent necessary to complete the District's grievance process;
- Submit a report to the child maltreatment hotline;
- Submit a report to the Professional Licensure Standards Board for reports alleging sexual harassment by an employee towards a student; or
- The extent necessary to provide either party due process during the grievance process.⁵

Except as listed above, the District shall keep confidential the identity of:

-  Any individual who has made a report or complaint of sex discrimination;
-  Any individual who has made a report or filed a formal complaint of sexual harassment;

- ✚ Any complainant;
- ✚ Any individual who has been reported to be the perpetrator of sex discrimination;
- ✚ Any respondent; and
- ✚ Any witness.

Any supportive measures provided to the complainant or respondent shall be kept confidential to the extent that maintaining such confidentiality does not impair the ability of the District to provide the supportive measures.

Administrative Leave⁶

The District may place a non-student employee respondent on administrative leave during the pendency of the District's grievance process.

Retaliation Prohibited

Employees who submit a report or file a formal complaint of sexual harassment,; testified; assisted; or participate or refused to participate in any manner in an investigation, proceeding, or hearing on sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats; intimidation; coercion; discrimination; or charges for personnel policy violations that do not involve sex discrimination or sexual harassment, arise out of the same facts or circumstances as a report or formal complaint of sex discrimination, and are made for the purpose of interfering with any right or privilege under this policy. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by District officials, students, or third parties.

Disciplinary Sanctions

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment. Following the completion of the District's grievance process, any employee who is found by the evidence to more likely than not⁷ have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

Employees who knowingly fabricate allegations of sexual harassment or purposely provide inaccurate facts shall be subject to disciplinary action up to and including termination. A determination that the allegations do not rise to the level of sexual harassment alone is not sufficient to conclude that any party made a false allegation or materially false statement in bad faith.

Records

The District shall maintain the following records for a minimum of seven (7) years:

- Each sexual harassment investigation including:
- Any determination regarding responsibility;
- any disciplinary sanctions imposed on the respondent;
- Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
- Any appeal and the result therefrom;
- All materials used to train Title IX Coordinators, investigators, and decision-makers;
- Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, which must include:
 - The basis for the District's conclusion that its response was not deliberately indifferent; and

- Document:
 - If supportive measures were provided to the complainant, the supportive measures taken designed to restore or preserve equal access to the District's education program or activity; or
 - If no supportive measures were provided to a complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Notes: ¹ 34 C.F.R. § 106.44 **requires** that a district have procedures governing the grievance process and the appeals process to accompany this policy. The procedures are required to cover all of the following:

- Direct that complainants and respondents shall be treated equitably by:
 - Offering supportive measures to the complainant;
 - Completing the District's grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.
 - Providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent that are designed to restore or preserve equal access to the District's education program or activity, which may include the same individualized supportive measures;
 - Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence;
 - Provide that credibility determinations may not be based on a person's status as a complainant, respondent, or witness;
 - Require that any individual designated by the District as a Title IX Coordinator, investigator, or decision-maker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;
- Indicate that individuals selected by the District as Title IX Coordinators, investigators, and decision-makers have received training on:
 - The definition of sexual harassment;
 - The scope of the District's education program or activity;
 - How to conduct an investigation and the grievance process, including appeals;
 - How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and
 - Issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant; and
 - Issues of relevance to create an investigative report that fairly summarizes relevant evidence;
- Provide the District webpage where the materials used to train the District's Title IX Coordinators, investigators, and decision-makers is located;
- Include a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process;
- Include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals;³
- A process that allows for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action, which may include:
 - The absence of a party, a party's advisor, or a witness;

- Concurrent law enforcement activity; or
- The need for language assistance or accommodation of disabilities;
- Describe the range of possible disciplinary sanctions and remedies or list the possible disciplinary sanctions and remedies that the District may implement following any determination of responsibility;
- State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard;⁷
- Include the procedures and permissible bases for the complainant and respondent to appeal;
- Describe the range of supportive measures available to complainants and respondents; and
- Indicate that the District shall not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party's voluntary, written consent or that party's voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process.

² While we have left the language from the definition for sexual harassment from 34 C.F.R. § 106.30 requiring that the sexual conduct with an employee must be “unwelcome” in this policy, we have removed the word “unwelcome” from the student policy as A.C.A. § 12-18-103 prohibits sexual conduct between district employees and students regardless of whether the student considers the sexual conduct to be welcome or unwelcome.

³ The minimum number of days you are required to provide for the parties to review the evidence is ten (10) days. Make sure that the number of days you include here matches with the time frame included in your procedures governing the grievance process.

⁴ As A.C.A. § 6-18-502(c)(1)(B) provides that the superintendent has the authority to “modify the prescribed penalties for a student on a case-by-case basis”, we have left this appeal option in this policy in recognition that an employee may be sexually harassed by a student. 34 C.F.R. § 106.45 requires that either party must have an equal opportunity to appeal for the stated reasons; therefore both the complainant and respondent have the right to appeal the initial determination-maker's disciplinary sanctions.

⁵ While the Family Educational Rights and Privacy Act (FERPA) ordinarily requires that documents containing information about more than one student be redacted so that a student may only view the portion of the educational record that is relevant to that particular student, 34 C.F.R. § 106.6 provides that FERPA does not apply to the extent necessary to provide due process to both parties involved in the grievance process; this includes allowing either party to review the names of the other party as well as any witnesses who have provided evidence relevant to the investigation.

⁶ The language here does not change an individual's rights under the IDEA, Section 504, or the ADA.

⁷ We have opted to use the preponderance of the evidence standard for determination of responsibility. If you choose to use the clear and convincing evidentiary standard instead, change the language here to indicate so and make sure that your procedures indicate so as well. 34 C.F.R. § 106.45 requires that you use the same evidentiary standard for both students and employees.

Cross References: 3.19—LICENSED PERSONNEL EMPLOYMENT
 4.27—STUDENT SEXUAL HARASSMENT
 5.20—DISTRICT WEBSITE
 7.15—RECORD RETENTION AND DESTRUCTION
 8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

Legal References: 20 USC 1681 et seq.
 34 C.F.R. Part 106
 A.C.A. § 6-15-1005
 A.C.A. § 6-18-502
 A.C.A. § 12-18-102

Date Adopted: March 15, 2004
Last Revised: June 16, 2020

3.27—LICENSED PERSONNEL SUPERVISION OF STUDENTS

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

Date Adopted: March 15, 2004

Last Revised: April 28, 2015

3.28—LICENSED PERSONNEL COMPUTER USE POLICY

The Hermitage 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: March 15, 2004
Last Revised: March 13, 2017

3.28F—LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print) _____

School _____ Date _____

The Hermitage 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 laws and regulations and all state laws and rules. 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. Staff Expectations: It is all staff members' responsibility to educate students about appropriate online behavior, including interactions with other individuals on social networking sites/chat rooms, and cyber bullying awareness and response. This may be done in a variety of ways, such as once a year short training sessions, one-on-one education with individual students, and/or via educational handouts. It is also the responsibility of all staff members to monitor students' online activity for appropriate behavior.

8. 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: March 15, 2004
Last Revised: June 10, 2019

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 state-mandated or scheduled statewide assessment that might jeopardize or limit the valid assessment and comparison of student learning gains.

The most current Board-adopted school calendar is found on the website for the district, under the State Required Information tab. (www.hermitageschools.org)

Note: A.C.A. § 6-17-201 requires that personnel policies include the annual calendar, holidays and non-instructional days, and designation of workdays. While we feel that this phrasing is redundant, to be in compliance with the statute be sure that the calendar spells out which days are holidays, non-instructional days, and work days.

Legal References: A.C.A. § 6-15-2907(f)
 A.C.A. § 6-17-201
 ADESE Rules Governing the Arkansas Educational Support and Accountability Act

Date Adopted: March 15, 2004
Last Revised: June 10, 2019

3.30—PARENT-TEACHER COMMUNICATION

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

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

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

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

Legal References: Standards For Accreditation 5-A.1
 A.C.A. § 6-15-1701(b)(3)(C)

Date Adopted: March 15, 2004
Last Revised: July 9, 2018

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. Substance abuse resources may be obtained from any school district counselor or social worker.

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

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

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

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

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

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

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

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

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

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

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

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

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

satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.

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

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

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

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

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

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

Date Adopted: March 15, 2004
Last Revised: April 25, 2016

3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

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

Signature _____

Date _____

3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE *

The Family and Medical Leave Act (FMLA) ~~leave~~ offers job protection for leave that ~~what~~ might otherwise be considered excessive absences. Employees need to carefully comply with this policy to ensure they do not lose FMLA protection due to inaction or failure to provide the District with needed information. The FMLA provides up to 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.¹

“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.²

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

Policy

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

Leave Eligibility

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

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition;
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 servicemember with a serious illness or injury. (See Section Two)

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

A 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.⁴

Designation Notice to Employee

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

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

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.⁶

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.⁸

The District has the right to pay an employee's unpaid insurance premiums during the employee's unpaid FMLA leave to maintain the employee's coverage during his/her leave. The District may recover the employee's share of any premium payments missed by the employee for any FMLA leave period 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.⁹

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

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

- a. The employee fails to return to work due to the continuation, 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) weeks¹⁰ 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.

Leave Acquired Through Fraud

If it is discovered that an employee engaged in fraud or otherwise provided the District with documentation that includes a material misrepresentation of fact in order to receive FMLA leave, the District may discipline the employee up to and including termination.

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:

- ~~a.~~ 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.
- ~~b.~~ The employee requests an extension of leave;
- ~~c.~~ Circumstances described by the previous certification have changed significantly; and/or
- ~~d.~~ The district receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification 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.¹¹

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

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

Return to Work¹²

If the District's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work, the employee must provide such certification prior to

returning to work. The employee's failure to do so voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

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

Failure to Return to Work:

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

Certification¹⁴

The District may require the eligible employee to obtain certification to help the district determine if the requested leave qualifies for FMLA leave for the purposes of a qualifying exigency. The District may deny FMLA leave if an eligible employee fails to provide 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 or Reserves, at any time during a period as a covered service member defined in this policy, it means a qualifying (as defined by the U.S. Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

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

“Year”, for leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 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 Certification¹⁵

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

Employee Notice to District

Foreseeable Leave:

When the need for leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury is clearly foreseeable at least thirty (30) days in advance, the employee shall provide the District with not less than thirty (30) days' notice before the date the employee intends for the leave 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 servicemember with a serious illness or injury, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the district subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered 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 servicemember with a serious illness or injury that is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the District may require the employee to choose either 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 servicemember with a serious illness or injury, may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for twenty percent (20%) or less of the total number of working days over the period the leave would extend.

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

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

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

If the eligible, instructional employee begins leave, for any qualifying exigency or to care for a spouse, child, parent or next of kin who is a covered 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.

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

All school districts are covered under the Family Medical Leave Act and are required to keep certain payroll and employee identification records and post pertinent notices regarding FMLA for its employees; however, employees are only eligible for FMLA benefits if the district has fifty (50) or more employees within a seventy-five (75) mile radius of the district's offices. Your district may choose to offer FMLA benefits to your employees even though they are not technically eligible. If your district has less than fifty (50) employees and chooses not to offer FMLA benefits, replace the above policy

with the following language to inform your employees of why FMLA benefits do not apply to them and to help avoid possible confusion resulting from the posting of FMLA notices:

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

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

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

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

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

³ Districts can choose one of four (4) possible "twelve (12) - month periods." Each one has possible advantages and disadvantages. Choose the one that will work best for your district. The four (4) options are:

- 1) the calendar year;
- 2) Any fixed twelve (12) - month leave year such as a fiscal year or a year starting on an employee's "anniversary" date;

- 3) The twelve (12) - month period measured forward from the date any employee's first FMLA leave for reasons 1 through 5 begins;
- 4) A rolling twelve (12) - month period measured backward from the date an employee uses any FMLA leave for reasons 1 through 5.

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

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

⁵ We suggest you use the Department of Labor's *Notice of Eligibility and Rights and Responsibilities* form (otherwise known as WH-381) to help you fulfill the requirements of this section. It's available at the link in footnote #4 or by calling the ASBA office. When making the determination, we suggest initially erring on the side of granting it. Retroactively designating leave as FMLA has more potential liability for the district if the employee can demonstrate the initial failure to grant the leave under FMLA caused him/her harm or injury. If due to receipt of the medical certification, it turns out that the leave does not qualify, you will need to readjust the available FMLA leave accordingly.

⁶ As used in this policy, "applicable" is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid. For instance, "applicable leave" in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your District's policy on sick leave. For instance, if sick leave may be taken "for reason of personal illness or illness in the immediate family" (based on the statutory definition in A.C.A. § 6-17-1202, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your district has a much more liberal definition of sick leave in District policy, the results could be entirely different. Another example would be the potential for overlap between pregnancy complications that arise to the level of a "serious health condition." For instance, pregnancy complications that rose to the level of a "serious health condition" would qualify for both, while missing work for a dentist's appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 3.8—LICENSED PERSONNEL SICK LEAVE when making the determination of what sick leave qualifies under both policies.

⁷ There are several issues that must be addressed in the written notice. The *Designation Notice* (WH-382) available from the Wage and Hour Division of the US Department of Labor is a good way to both give your employee written notice and help ensure you have included the necessary information in the notice. The *Designation Notice* is available at the link contained in footnote #4 or by calling the ASBA office.

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

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

If coverage lapses because an employee has not made required premium payments, upon the employee's return from FMLA leave the employer must still restore the employee to coverage/benefits equivalent to those the employee would have had if leave had not been taken and the premium payment(s) had not been missed, including family or dependent coverage. See § 825.215(d)(1) through (5). In such case, an employee may not be required to meet any qualification requirements imposed by the plan, including any new preexisting condition waiting period, to wait for an open season, or to pass a medical examination to obtain reinstatement of coverage. If an employer terminates an employee's insurance in accordance with this section and fails to restore the employee's health insurance as required by this section upon the employee's return, the employer may be liable for benefits lost by reason of the violation, for other actual monetary losses sustained as a direct result of the violation, and for appropriate equitable relief tailored to the harm suffered.

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

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

¹² The Department of Labor's *Designation Notice* has entries that address this section's requirements. It's very helpful. For this section, you will need both the *Designation Notice* (WH-382) and the appropriate *Medical Certification form* (WH-380-E or WH-380-F); the *Designation Notice* to fulfill your notice requirements and the medical certification form to enable you to determine if the employee's leave is actually covered under the FMLA. They are both available at the link in footnote #4 or by calling the ASBA office.

¹³ The types and amounts of leave available for a particular type of qualifying exigency are covered in 29 C.F.R. § 825.126. Call the ASBA office for a copy.

¹⁴ You can use WH-384, *Certification of Qualifying Exigency for Military Family Leave* to obtain the certification. It's available at the link in footnote #4 or by calling the ASBA office.

¹⁵ You can use WH-385, *Covered Service Member Serious Injury* form to obtain the certification. It's available at the link in footnote #4 or by calling the ASBA office.

Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE

3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS'
COMPENSATION

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

Date Adopted: March 15, 2004

Last Revised: July 13, 2020

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: March 15, 2004

Last Revised: April 28, 2015

3.34—LICENSED PERSONNEL CELL PHONE USE

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

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

Except when authorized in Policy 3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, all employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.

Except when authorized in Policy 3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, 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. Notes: This policy is similar to Policy 8.25. If you change this policy, review 8.25 at the same time to ensure applicable consistency between the two.

Cross References: 3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES
 4.47— POSSESSION AND USE OF CELL PHONES AND OTHER
 ELECTRONIC DEVICES
 7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

Legal Reference: IRS Publication 15 B
 A.C.A. § 27-51-1602
 A.C.A. § 27-51-1609
 DESE Rules Governing Student Discipline and School Safety

Date Adopted: March 15, 2004
Last Revised: June 16, 2020

3.35—LICENSED PERSONNEL BENEFITS

The Hermitage 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. Admission to all school functions for employees, spouse and school age (up to grade 12) dependents;
4. Pay for all unused sick leave days upon retirement at the rate of certified substitute pay;
5. Two personal days per school year.
6. Teacher Retirement Matching.
7. One sick day per contract calendar month, or greater portion thereof.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: March 15, 2004

Last Revised: April 10, 2017

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 Excellence and 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 References: A.C.A. § 6-17-201
 A.C.A. §§ 6-17-1501 et seq.
 A.C.A. §§ 6-17-2801 et seq.

Date Adopted: March 15, 2004

Last Revised: April 20, 2020

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: March 15, 2004

Last Revised: April 28, 2015

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. In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

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;

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

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

"Cyberbullying" means any form of communication by electronic act that is sent with the purpose to:

- o Harass, intimidate, humiliate, ridicule, defame, or threaten a student, school employee, or person with whom the other student or school employee is associated; or
- o Incite violence towards a student, school employee, or person with whom the other student or school employee is associated.

Cyberbullying of School Employees includes, but is not limited to:

- a. Building a fake profile or website of the employee;
- b. Posting or encouraging others to post on the Internet private, personal, or sexual information pertaining to a school employee;
- c. Posting an original or edited image of the school employee on the Internet;
- d. Accessing, altering, or erasing any computer network, computer data program, or computer software, including breaking into a password-protected account or stealing or otherwise accessing passwords of a school employee;
- e. Making repeated, continuing, or sustained electronic communications, including electronic mail or transmission, to a school employee;
- f. Making, or causing to be made, and disseminating an unauthorized copy of data pertaining to a school employee in any form, including without limitation the printed or electronic form of computer data, computer programs, or computer software residing in, communicated by, or produced by a computer or computer network;
- g. Signing up a school employee for a pornographic Internet site; or
- h. Without authorization of the school employee, signing up a school employee for electronic mailing lists or to receive junk electronic messages and instant messages.

Cyberbullying is prohibited whether or not the cyberbullying originated on school property or with school equipment, if the cyberbullying results in the substantial disruption of the orderly operation of the school or

educational environment or 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.

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 building principal, or designee, as soon as possible.

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. 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; going to or from school or a school activity in a school vehicle or school bus; or at designated school bus stops. 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 building principal, or designee, who receives a credible report or complaint of bullying shall:

1. As soon as reasonably practicable, but by no later than the end of the school day following the receipt of the credible report of bullying:
 - a. Report to a parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student that their student is the victim in a credible report of bullying; and
 - b. Prepare a written report of the alleged incident of bullying;
2. Promptly investigate the credible report or complaint of bullying, which shall be completed by no later than the fifth (5th) school day following the completion of the written report.
3. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student who was the alleged victim in a credible report of bullying whether the investigation found the credible report or complaint of bullying to be true and the availability of counseling and other intervention services.

4. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis of the student who is alleged to have been the perpetrator of the incident of bullying:
 - a. That a credible report or complaint of bullying against their student exists;
 - b. Whether the investigation found the credible report or complaint of bullying to be true;
 - c. Whether action was taken against their student upon the conclusion of the investigation of the alleged incident of bullying; and
 - d. Information regarding the reporting of another alleged incident of bullying, including potential consequences of continued incidents of bullying;
5. Make a written record of the investigation, which shall include:
 - a. A detailed description of the alleged incident of bullying, including without limitation a detailed summary of the statements from all material witnesses to the alleged incident of bullying;
 - b. Any action taken as a result of the investigation; and
6. Discuss, as appropriate, the availability of counseling and other intervention services with students involved in the incident of bullying.

District employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a District employee towards a student that would constitute bullying if the act had been performed by a student shall result in disciplinary action, up to and including termination. This policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor.¹ In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: March 15, 2004

Last Revised: June 10, 2019

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: March 15, 2004

Last Revised: April 28, 2015

3.40—LICENSED PERSONNEL DUTIES AS MANDATED REPORTERS

It is the statutory duty of licensed school district employees to:

- If the licensed employee has reasonable cause to suspect child abuse or maltreatment, then the licensed employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by calling 1-800-482-5964; by calling the child maltreatment hotline at 1-800-482-5964 and submitting a report through fax to the child maltreatment hotline; or if the employee can demonstrate that the child maltreatment, neglect, or abuse is not an emergency, then the employee may notify the child maltreatment hotline through submission of a fax only. Failure to report suspected child abuse, maltreatment, or neglect through 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.
- If the licensed employee has a good faith belief that there is a serious and imminent threat to the public based on a threat made by an individual regarding violence in or targeted at a school that has been communicated to the licensed employee in the ordinary course of his/her professional duties, then the licensed employee shall make every attempt to immediately notify law enforcement of the serious and imminent threat to the public and have notified law enforcement within twenty-four (24) hours of learning of the serious and imminent threat to the public.

The duty of mandated reporters to report suspected child abuse or maltreatment or serious and imminent threats to the public 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 or that form the basis of the serious and imminent threat to the public; 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; that serious and imminent threat to the public exists; or to rule out such a belief.

Employees and volunteers who notify the Child Abuse Hotline or who report serious and imminent threats to the public to law enforcement 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, maltreatment, or a serious and imminent threat to the public, or require that any person notify or seek permission from any person before making a report to the Child Abuse Hotline or law enforcement.

Notes: This policy is similar to Policy 8.34. If you change this policy, review 8.34 at the same time to ensure applicable consistency between the two.

Legal References: A.C.A. § 6-18-110
 A.C.A. § 12-18-107
 A.C.A. § 12-18-201 et seq.
 A.C.A. § 12-18-302
 A.C.A. § 12-18-402

Date Adopted: March 15, 2004
Last Revised: April 20, 2020

3.41—LICENSED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

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

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

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

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

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

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

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

Date Adopted: March 15, 2004
Last Revised: April 28, 2015

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 information² as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

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

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

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

Legal References: Commissioner's Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018
ADESE Eligibility Manual for School Meals Revised July 2017
A.C.A. § 6-18-715
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: March 15, 2004

Last Revised: June 10, 2019

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: March 15, 2004

Last Revised: April 28, 2015

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

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

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

Employees who are absent from work in the school district due to a Workers' Compensation claim may not work at a non-district job until they have returned to full duties at their same or equivalent district job; those who violate this prohibition may be subject to discipline up to and including termination. This prohibition does NOT apply to an employee 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: March 15, 2004

Last Revised: April 25, 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 but not limited to, FaceBook, Twitter, LinkedIn, MySpace, or Instagram.

Professional/education Social Media Account: An account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as but not limited to, FaceBook, Twitter, LinkedIn, MySpace, or Instagram.

Blogs: 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 Division of Elementary and Secondary Education (DESE) *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 (DESE) *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 Licensure Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

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

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

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

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

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

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

Privacy of Employee's Social Media Accounts

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

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

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

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

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

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

Cross reference: 3.28—LICENSED PERSONNEL COMPUTER USE POLICY

Legal References: A.C.A. § 11-2-124
 (DESE) RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS
 EDUCATORS

Date Adopted: March 15, 2004

Last Revised: June 10, 2019

3.46—LICENSED PERSONNEL VACATIONS

240 and/or 245 day contracted employees will be paid for 8 legal holidays (New Year's Day, MLK Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.)

240 and/or 245 day contract employees will earn 10 vacation days per year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month, or major portion of a month, for any days used but not earned.

These vacation days must be taken during the months of June, July or August unless otherwise approved by the Superintendent. 240 and/or 245-day contract employees may carryover a maximum of five (5) vacation days per year and may never accumulate more than 15 vacation days per year.

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

If vacation is requested, but not approved, and the employee is absent from work in spite of the vacation denial, disciplinary action will be taken against the employee, which may include termination or nonrenewal.

Vacation schedules must receive prior approval from the Superintendent.

Date Adopted: March 15, 2004

Last Revised: April 28, 2015

3.47—DEPOSITING COLLECTED FUNDS

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

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

Date Adopted: March 15, 2004

Last Revised: April 28, 2015

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 is a certified law enforcement officer, either on or off duty;
- He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

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

Other Weapons

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

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

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

Date Adopted: March 15, 2004

Last Revised: June 10, 2019

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 the Division of Elementary and Secondary Education 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, legal guardians, persons having lawful control of the student, or persons standing in loco parentis; and
5. The student, if appropriate.

However, the failure of the parents, legal guardians, persons having lawful control of the student, or persons standing 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
Division of Elementary and Secondary Education Rules Governing the, Student
Discipline and School Safety.

Date Adopted: March 15, 2004
Last Revised: July 13, 2020

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 Division of Elementary and Secondary Education (ADESE). 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 ADESE.

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 ADESE.

Legal Reference: A.C.A. § 6-15-202(f)(50)

Date Adopted: March 15, 2004

Last Revised: July 9, 2018

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. A school bus driver may use a two-way radio communications device or any device used in a similar manner as a two-way radio communications device to communicate with the District’s central dispatch or transportation center. In addition, 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: March 15, 2004

Last Revised: June 10, 2019

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 the Federal funds, including the District Child Nutrition Program funds, if a conflict of interest exists, whether the conflict is real or apparent. Conflicts of interest arise when one or more of the following has a financial or other interest in the entity selected for the contract:

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

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

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

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

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

Legal References: A.C.A. § 6-24-101 et seq.
Division of Elementary and Secondary Education Rules Governing the Ethical
Guidelines And Prohibitions For Educational Administrators, Employees, Board
Members And Other Parties
Commissioner’s Memo FIN 09-036
Commissioner’s Memo FIN-10-048

Commissioner's Memo FIN 15-074

2 C.F.R. § 200.318

7 C.F.R. § 3016.36

7 C.F.R. § 3019.42

Date Adopted: March 15, 2004

Last Revised: April 25, 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: March 15, 2004

Last Revised: April 28, 2015

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

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

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

A teacher who agrees to teach more than the maximum number of students per day is still bound by the maximum number of students per class period in the Standards For Accreditation and the Division of Elementary and Secondary Education (ADESE) Rules Governing Class Size and Teaching Load. A fifth (5th) through twelfth (12th) grade teacher may not teach more than the maximum number of students per day as set in the Standards and the DESE rules for teachers of fifth (5th) through twelfth (12th) grade without receiving additional compensation unless the course being taught is one that meets the definition of a course that lends itself to large group instruction.

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

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

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

Neither the District nor the teacher are obligated to:

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

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

Legal Reference: A.C.A. § 6-17-812
ADESE Rules Governing Class Size and Teaching Load

Date Adopted: April 28, 2015
Last Revised: April 20, 2020

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

Teacher's Signature: _____

Date: _____

Superintendent's Signature: _____

Date: _____

Board President's Signature: _____

Date: _____

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

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

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

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

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

- Take the base contract salary and divide it by the number of days in the contract to determine the teacher's daily rate of pay; and

- Divide the teacher's daily rate of pay by one hundred fifty (150) to find the per student per day rate.

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

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

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

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

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

Legal References: A.C.A. § 6-17-114
 A.C.A. § 6-17-812
 ADESE Rules Governing Class Size and Teaching Load

Date Adopted: April 25, 2016

Last Revised: April 9, 2018

3.55—LICENSED PERSONNEL USE OF PERSONAL PROTECTIVE EQUIPMENT

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

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

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

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

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

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

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

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

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

Date Adopted: March 12, 2018

Last Revised: June 10, 2019