

**ARKADELPHIA PUBLIC SCHOOLS**

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# **CERTIFIED PERSONNEL**

## 2012-2013 CERTIFIED SALARY SCHEDULE

Arkadelphia Public School District #1

A. Bachelor's Degree	31,204
B. Master's Degree	35,329
C. Master's + 30 approved hours	35,837
D. Educational Specialist Degree	36,337
E. PhD or EdD	36,837
F. Steps 1 through 20 raise	458
G. Master and above Step raise	508
H. Educational Increment #1	4,125
I. Educational Increment #2	508
J. Educational Increment #3	500
K. Educational Increment #4	500
L. Per FTE, 191 day contract	

STEP	BACHELOR	MASTER	MASTER + 30	EdS	PhD / EdD
0	31,204	35,329	35,837	36,337	36,837
1	31,662	35,837	36,345	36,845	37,345
2	32,120	36,345	36,853	37,353	37,853
3	32,578	36,853	37,361	37,861	38,361
4	33,036	37,361	37,869	38,369	38,869
5	33,494	37,869	38,377	38,877	39,377
6	33,952	38,377	38,885	39,385	39,885
7	34,410	38,885	39,393	39,893	40,393
8	34,868	39,393	39,901	40,401	40,901
9	35,326	39,901	40,409	40,909	41,409
10	35,784	40,409	40,917	41,417	41,917
11	36,242	40,917	41,425	41,925	42,425
12	36,700	41,425	41,933	42,433	42,933
13	37,158	41,933	42,441	42,941	43,441
14	37,616	42,441	42,949	43,449	43,949
15	38,074	42,949	43,457	43,957	44,457
16	38,532	43,457	43,965	44,465	44,965
17	38,990	43,965	44,473	44,973	45,473
18	39,448	44,473	44,981	45,481	45,981
19	39,906	44,981	45,489	45,989	46,489
20	40,364	45,489	45,997	46,497	46,997
21	40,822	45,997	46,505	47,005	47,505
22		46,505	47,013	47,513	48,013

In addition, some positions are extended beyond the normal 191 day contract and some positions receive stipends or salary supplements for extra duties. A list of positions receiving extended contracts and salary supplements is attached. For such positions, total contract is computed as follows:

- (1) Find the employee's position on the payscale based on his/her level of education and years experience.
- (2) Divide that amount by 191 days and multiply by the number of days in the extended contract. For 12 month contracts, an average 240 days is used.
- (3) To that amount, add any stipends which apply.

Other Fringe Benefits: (1) All contracted employees who work 900 hours per year or more receive employer provided dental insurance. (2) All contracted employees who work 900 hours per year or more are eligible to participate in employer sponsored group health insurance. (3) All contracted employees are eligible to participate in employer sponsored IRS Section 125 Fringe Benefits "Cafeteria Plan." (4) A 14% matching expense for membership in the Arkansas Teacher Retirement System (ATRS) is paid by the employer. (5) ATRS member employees may repurchase lost years of service from ATRS and/or may convert previous non-contributory years to contributory via payroll on a tax deferred basis. (6) Other fringe benefits per policy.

**STIPEND SCHEDULE  
2012-2013****Base Amount:**  
39,000**Adopted 4/17/12**

Grade	Position	Performance Evaluator	Days	Factor	Amount
1	Mentor	Principal & Supervisor	na	0.0167	651
	Technology	Principal & Supervisor	na	0.0167	651
	Drug Education	Principal & Supervisor	na	0.0167	651
	Testing	Principal & Supervisor	na	0.0167	651
	Web Master	Principal & Supervisor	na	0.0167	651
	Parent Involvement	Principal & Supervisor	na	0.0167	651
2	Student Council	Principal & Supervisor	na	0.0267	1,041
	School Paper	Principal & Supervisor	na	0.0267	1,041
	Yearbook	Principal & Supervisor	na	0.0267	1,041
	Drama	Principal & Supervisor	na	0.0267	1,041
3	Choral Music	Principal & Supervisor	na	0.0350	1,365
	Drill Team	Principal & Supervisor	na	0.0350	1,365
	Cheerleader	Principal & Supervisor	na	0.0350	1,365
4	Coach	Principal & Supervisor	191	0.0334	1,303
		Principal & Supervisor	206	0.0334	1,303
5	Coach/Band Jr/Sr	Principal & Supervisor	191	0.1100	4,290
	2 or more events	Principal & Supervisor	206	0.1100	4,290
6	Jr/Sr Band	Principal & Supervisor	226	0.0708	2,761
7	Head Basketball	Principal & Supervisor	226	0.1000	3,900
8	Head Football	Principal & Supervisor	240	0.1567	6,111
9	Athletic Dir/ Hd Band Dir	Principal & Superintendent	240	0.1334	5,203
10	Head Sr Band Director	Principal & Superintendent	240	0.1585	6,182
11	Career Education	Principal & Supervisor	206		-
		Principal & Supervisor	211		-
12	Co-Op	Principal & Supervisor	216		-
			221		-
13	Counselors	Principal	206		-
			211		-
14	Librarians	Principal	196		-
			201		-
15	Instructional Facilitators/Coaches	Principal & Supervisor	191		-
			211		-
			221		-
SD	Core Staff Development Incentive	Staff Dev Committee Principal Superintendent	30 Hrs	Not carried forward. Renewable yearly.	500
NB	National Board	Superintendent or Designee		0.0468	1,825
CCC-SLP	Speech Certification	Superintendent or Designee		0.0468	1,825
16	Coord, Alternative Ed	Superintendent or Designee	206	0.1000	3,900
17	Coordinator, G/T	Superintendent or Designee	196		
	Coordinator, SCR	Superintendent or Designee	231		
18	District Supervisor (Sp Ed)	Superintendent or Designee	240	0.2700	10,530
19A	Secondary Asst Principal	Principal	240	0.1670	6,513
19B	Elementary Asst Principal	Principal	211	0.0670	2,613
20A	AHS Principal	Superintendent	240	0.5900	23,010
20B	Goza Principal	Superintendent	240	0.2700	10,530
20C	Peake Principal	Superintendent	240	0.2200	8,580
20D	Central Principal	Superintendent	240	0.2200	8,580
20E	Perritt Principal	Superintendent	240	0.2200	8,580
21	Director of Special Programs & 21C	Superintendent	240	0.3400	13,260
22A	Director of Curriculum & Instruction	Superintendent	240	0.3400	13,260
22B	Director of Federal Programs & Administrative Services	Superintendent	240	0.3400	13,260
23	Superintendent	Board of Education	240	Negotiated	
24	Certified Tutors	Principal & Supervisor As Need Basis	na		\$30/hr

Subject to annual review for consideration of stipeds to add, drop, or modify.

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

Evaluations of certified personnel shall be undertaken at least annually.

Evaluations shall be based on a combination of scheduled and informal observations. Additional and more frequent informal observations will be done should it be determined by the administration that the observations would be helpful in addressing performance problems.

#### **EVALUATION SCHEDULE**

<b><u>ENTITY</u></b>	<b><u>EVALUATION</u></b>	<b><u>EMPLOYMENT</u></b>
Board of Education	November	
Superintendent	December	January
Administrators	January	February
Certified Staff	February	March

Legal Reference: A.C.A. § 6-17-1504

Date Adopted: 07/01/71  
Revised: 03/16/99  
Revised: 04/18/06

### **3.3—EVALUATION OF CERTIFIED 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: 04/18/06



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

The Board of Education 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 considered when the need for a reduction in the work force exceeds the 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 interest 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.

Legal Reference: A.C.A. § 6-17-2406

Date Adopted: 06/19/90

Last Revised: 04/18/06

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

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

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

Placement on the salary schedule:

Credit will be given for teaching full-time during an academic year in a certified/accredited institution in an employment position that requires a State Department of Education certificate; i.e., Two criteria:

1. Full-time employment in an accredited institution, and
2. State Department of Education certification required for position that will be used for credit on the salary schedule.

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

Date Adopted: 7/15/86

Last Revised: 4/18/06

### **3.5R—CERTIFIED PERSONNEL RELEASE FROM CONTRACT**

No certified employee in the district will be released from their new contract with Arkadelphia Public Schools after July 15, unless the District looking to employ their services would pay Arkadelphia School District the amount equal to the salary. (Ar.Code 6-17-304.)

**A.C.A. 6-17-304**

**Date Adopted: 11/2/2007**

**ARKADELPHIA SCHOOL DISTRICT NO. 1**

### **3.6—CERTIFIED PERSONNEL EMPLOYEE TRAINING**

All employees shall attend all local professional development training sessions as directed by a supervisor.

The District shall develop and implement a plan for the professional development of its certified employees. The district's plan shall, in part, align district resources to address the professional development activities identified in each school's ACSIP. Each certified employee shall receive a minimum of sixty (60) hours of professional development annually to be fulfilled between July 1 and June 30 or June 1 and May 31.<sup>1</sup> Professional development hours earned in excess of sixty (60) in the designated year cannot be carried over to the next year. The goal of all professional development activities shall be improved student achievement and academic performance that results in individual, school-wide, and system-wide improvement designed to ensure that all students demonstrate proficiency on the state criterion-referenced assessments. The district's professional development plan shall demonstrate scientifically research-based best practice, and shall be based on student achievement data and in alignment with ACTAAP Rules and current Arkansas code.

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

Flexible professional development hours (flex hours) are those hours which an employee is allowed to substitute professional development activities, different than those offered by the district, but which still meet criteria of either the employee's Individual Improvement Plan or the school's ACSIP, or both. The district shall determine on an annual basis how many, if any, flex hours of professional development it will allow to be substituted for district scheduled professional development 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 professional development activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex professional development hours. To the fullest extent possible, professional development 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 sixty (60) hour requirement shall equal one contract day. Hours of professional development earned by an employee in excess of sixty (60) or not pre-approved by the building principal shall not be credited toward fulfilling the required number of contract days for that employee.<sup>2</sup> Hours earned that count toward the required sixty (60) also count toward the required number of contract days for that employee.

Teachers and administrators who, for any reason, miss part or all of any scheduled professional development activity they were required to attend, must make up the required hours in comparable activities which are to be pre-approved by the building principal.

To receive credit for his/her professional development activity each employee is responsible for obtaining and submitting documents of attendance for each professional development activity he/she attends. Documentation is to be submitted to the building principal or designee.

Teachers and administrators are required to obtain sixty (60) hours of approved professional development annually over a five-year period as part of licensure renewal requirements. At least six (6) of the sixty (60) annual hours shall be in the area of educational technology.

Teachers are required to receive at least two hours annually of their sixty (60) required hours<sup>3</sup> of professional development designed to enhance their understanding of effective parental involvement strategies.

Teachers who provide instruction in Arkansas history shall receive at least two (2) hours of professional development in Arkansas history as part of the sixty (60) hours required annually.

Administrators are required to receive at least three hours annually of their sixty (60)<sup>3</sup> required hours of professional development 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. Each administrator's professional development is required to also include training in data disaggregation, instructional leadership and fiscal management.

Employees who do not receive or furnish documentation of the required annual professional development jeopardize the accreditation of their school and academic achievement of their students. Failure of an employee to receive sixty (60) hours of professional development in any given year shall be grounds for disciplinary action up to and including termination.

Approved professional development activities may include conferences, workshops, institutes, individual learning, mentoring, peer coaching, study groups, National Board for Professional Teaching Standards Certification, distance learning, internships, district/school programs, and approved college/university course work. Professional development activities should be consistent with the objectives developed by the National Staff Development Council Standards.

Professional development activities shall relate to the following areas: content (K-12); instructional strategies; assessment; advocacy/leadership; systemic change process; standards, frameworks, and curriculum alignment; supervision; mentoring/coaching; educational technology; principles of learning/developmental stages; cognitive research; and building a collaborative learning community.

Arkadelphia Public Schools will provide compensation in the amount of \$300 for thirty (30) additional hours of approved professional development, totaling ninety (90) hours of professional development. These additional hours must be on non-contract time, unless pre-approved by the Performance Evaluation System Committee.

Any certified employee who does not attend the required number of Professional Development activities (hours) will receive a salary deduction of one (1) hour's salary for each hour of professional development not attended.

Cross-Reference: Policy 5.4—STAFF DEVELOPMENT PROGRAM

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04  
ACTAAP Rules 5.0 – 5.07.1  
A.C.A. § 6-15-404(f)(2)  
A.C.A. § 6-17-703  
A.C.A. § 6-17-704  
A.C.A. § 6-15-1703  
A.C.A. § 6-20-2303(17)

Date Adopted: 11/19/85

Last Revised: 04/18/06

### **3.7—CERTIFIED PERSONNEL DRUG TESTING**

#### **Scope of Policy**

Each person hired for a position which allows or requires that the employee operate any type of motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and is operated for the transportation of children to or from school or school sponsored activity shall undergo a physical examination, including a drug test.<sup>1</sup>

#### **Methods of Testing**

The collection, testing methods and standards shall be determined by the agency or other medical organizations chosen by the Board of Education 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”).

#### **Definition**

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.

#### **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, knowledgeable of the driver's job responsibilities, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

### **Testing for Cause**

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

### **Refusal to Submit**

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

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

### **Consequences for Violations**

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, 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.<sup>2</sup>

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

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

Legal Reference:       A.C.A. § 6-19-108  
                              49 C.F.R. § 382-101 – 605  
                              49 C.F.R. § part 40

Date Adopted:         12/12/95  
Last Revised:         04/18/06



### **3.8—CERTIFIED 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 immediate family.
3. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month, or major part thereof.
4. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contract, but not used.
5. “Immediate Family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the teacher.

Teachers shall earn sick leave, at full pay, at the rate of one day, or its part-time equivalent, per month, or major portion thereof that the teacher is contracted, accumulative to (90) available days at the end of the year. Such leave shall be in force beginning with the first day of the first school term for which each teacher is employed, in addition to any days earned each new year. If teachers leave or resign their teaching position for any reason before the end of the school term, the district shall deduct from the last pay check full compensation for any days of sick leave used in excess of the number of days earned and accumulated. Teachers may use sick leave for personal illness or illness in the immediate family.

In the event that any one absence shall extend for a period of five (5) days or more, the employee affected shall submit to his/her immediate supervisor at the time of his/her return to work a statement from the attending physician that he/she was too ill to carry out his/her normal duties. This statement will show the beginning date of absence and the date of the employee’s release to return to work. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

No payment of unused sick leave shall be made to teachers except at retirement.

After an employee has used his/her accumulative sick leave, a deduction, the equivalent of a day’s pay will be made for each day absent. This rate is computed by dividing the employee’s actual working days into the annual contract salary.

Teachers, who leave employment of one school district within the state for employment in Arkadelphia, shall be granted credit by the Arkadelphia Public School District for any unused sick leave accumulated in the former school district, not to exceed ninety (90) days. Such teachers may furnish proof in writing from the school district of former employment.

A record of sick leave used and accumulated (current and accumulated) shall be established and maintained by the school district for each of its teachers. Teachers shall be advised annually of the status of their accumulated sick leave.

One (1) day sick leave per year may be used as personal leave.

### **Leave for Illness Long Term**

Teachers may be granted, without pay, a leave of absence for health reasons. This leave will be approved by the Board of Education and shall be for a minimum of one year. To be eligible for such leave, teachers must have completed a minimum of three years of service with the Arkadelphia Public School District. Applications for leave must be filed with the Superintendent in writing and must clearly state all details under which the leave is requested.

Legal References: A.C.A. § 6-17-1201, 6-17-1204 et seq.

Date Adopted: 07/01/71

Last Revised: 04/18/06

### **3.8a—CERTIFIED PERSONNEL – BEREAVEMENT**

Teachers shall be allowed each year, in addition to sick leave, a maximum of four (4) days absence per event, per contract year at full pay for funeral attendance and /or legal business related thereto when circumstances involve the following:

**Teacher’s family-** spouse, children, grandchildren, parents, grandparents, brother or sister and other relatives living in the same household

**Teacher’s spouse-** parents, brother, sister or grandparents

A maximum of two (2) days absence at full pay shall be allowed for funeral attendance if it involves someone other than those mentioned above.

The maximum leave under this policy is eight (8) days per contract year. Said leave is not accumulative.

Legal Reference: A.C.A § 6-17-1208

Date Adopted: 10/01/71

Last Revised: 04/18/06

### **3.8b—CERTIFIED PERSONNEL MILITARY LEAVE**

All teachers, administrators, and noncertified personnel employed by any public school in this state who desire to take a leave of absence for the purpose of participating in military training programs or other official duties made available by the Arkansas National Guard or of the reserve branches of the armed forces and all teachers and administrators employed by a public school who desire to take a leave of absence for the purpose of participating in the civil defense and public health training programs made available by the United States Public Health Service shall be entitled to such a leave of absence for a period of fifteen (15) days, plus necessary travel time, in any fiscal year. To the extent that this leave is not used in a fiscal year, it will accumulate for use in the succeeding fiscal year until it totals fifteen (15) days at the beginning of a fiscal year.

Whenever any teacher, administrator, or noncertified employee is granted a leave of absence he/she shall be entitled to his regular salary during the time he/she is away from his duties during such leave of absence.

The teacher or administrator will be responsible for paying for the cost of any substitute employed in the teacher's or administrator's absence.

Such leave of absence shall be in addition to the regular vacation time allowed the employee.

Teachers, administrators, and noncertified personnel called to duty in emergency situations by the Governor or by the President shall be granted leave with pay not to exceed thirty (30) working days, after which leave without pay will be granted. This leave shall be granted in addition to all other leave to which the teacher, administrator, or noncertified person shall be entitled.

An employee having one full year of employment in the Arkadelphia Public School District who is called in to the armed service shall be granted a leave of absence for the length of his/her tour of duty. If this person desires to return to his/her position of employment with the school district, he/she must notify the Superintendent of Schools ninety (90) days prior to his/her being separated from the armed service. Upon receiving an honorable discharge, and being able to carry out his/her duties he/she shall be reinstated, with all benefits, in his/her previous position of equal status and pay scale.

Legal Reference:       USERRA Title 38 U.S. Code, Chapter 43, Sections 4301-4333,  
                              Public Law 103-353  
                              A.C.A. § 6-17-306

Date Adopted: 01/17/89

Last Revised: 04/18/06

### **3.8c—ARRANGEMENTS FOR SUBSTITUTES**

Employees who are unable to report for work for any reason should notify the building principal at the earliest time so that suitable substitute arrangements may be made. Teachers are expected to have available to the substitute those materials necessary to conduct the activities of the day.

The contracting and paying of substitutes shall be a responsibility of the school district.

The Superintendent of Schools or his designee shall maintain a list of qualified substitute teachers who may be called on to replace regular teachers when they are absent. Such a list shall be filed with the principal of each school.

Principals will be responsible for seeing that the work of the substitute is as effective as possible. They will also be responsible for reporting monthly to the Superintendent on the use of substitutes in their school.

No class of students shall be under the instruction of a substitute teacher for more than thirty (30) consecutive school days in the same class during a school year unless that teacher has a bachelor's degree awarded by an accredited college or university or has been licensed to teach by the State of Arkansas.

Legal Reference: A.C.A. § 6-15-1004

Date Adopted: 08/15/77

Date Revised: 04/18/06

### **3.8d--CERTIFIED PERSONNEL PARENTAL LEAVE**

1. Parental leave is leave granted for reasons of adoption or pregnancy, and/or the need to provide care for a child or children of the employee for an extended period of time.
2. At the discretion of the employee, accumulated sick leave may be used for parental leave. The employee must determine in writing to the Superintendent whether or not sick leave will be used, and if so, how much.
3. The pregnant employee will normally be permitted to continue her employment until the date authorized by her physician, unless the employee requests leave at an earlier date. The District reserves the right to review the employee's job performance during pregnancy as to current physical condition, and in the event the school administration concludes that the employee's job performance is unsatisfactory, to require the employee to take leave of absence at an earlier date. If the teacher refuses to do this, the District's policies on separation will be applicable.
4. Except in "3" above, the employee is free to determine when the leave will commence and when it will be terminated.
5. If an employee takes a full year leave, the year will not be eligible for advancement on the salary scale or additional leave.

Date Adopted: 5/19/87  
Date Revised: 4/18/06

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

#### **DESCRIPTION OF SICK LEAVE BANK**

The Sick Leave Bank is set up to help members in extreme emergencies, such as open heart surgery, terminal cancer, extensive cancer treatment, organ transplants or when other catastrophic illnesses or disabilities occur to the member or to a member's family as defined in **Policy 3.8**. Routine parental leave does not qualify for borrowing.

A member shall not be granted any days from the Sick Leave Bank until all his/her own sick leave is depleted. The member must use all personal days before requesting days from the Sick Leave Bank. All twelve (12) month employees must also use all their vacation days before making a request. The total number of days that may be withdrawn by any member shall not normally exceed twenty (20) but could be extended to forty-five (45) upon approval of the Sick Leave Bank Committee.

#### **A. ELIGIBILITY**

1. The Sick Leave Bank is to be set up for certified employees of the Arkadelphia Public School District.
2. To participate, the employee must contribute one (1) day of sick leave to the Sick Leave Bank when he/she becomes a member.
3. An employee has the opportunity to become a member by enrolling between August 25 and September 10. At such time, he/she will be assessed one (1) day. New employees, hired during the year, may become a member at the time of employment. He/She will be assessed one (1) day at this time.

#### **B. MAINTENANCE**

1. Members will be assessed for days when the Sick Leave Bank has reached a point of near depletion.
2. Members will donate only one (1) day at a time.
3. Days assessed cannot be returned to employees and will be carried forward in the Sick Leave Bank.

4. A member utilizing sick leave days from the bank shall not have to replace those days except as a regular contributing member.

### **C. ADMINISTRATION**

1. A five (5) member committee shall oversee the administration of the Sick Leave Bank with the assistance of the Superintendent. The committee shall be comprised of five (5) certified bank members (one from each school – Central Primary, Perritt Primary, Peake Elementary, Goza Middle and Arkadelphia High).
2. Each school will elect a representative to serve on the Sick Leave Bank Committee. Each representative will serve a term of two (2) years from the time he/she is elected. (These terms will be rotated every other year so the Committee will always have members with experience serving.) The Sick Leave Bank will elect a chairperson.
3. The District Payroll Clerk will keep the records of the Sick Leave Bank.
4. The Sick Leave Bank Committee will determine the need for activation of the Sick Leave Bank, upon receipt of a Sick Leave request form. This form is to be submitted to the Sick Leave Bank Chairperson or the Payroll Clerk by the employee or his/her representative, if the employee is unable to do so. The application must be accompanied by a physician's statement. (Request form should be submitted at or near depletion of accumulated sick leave and before payroll deduction is made.)  
The Extended Request Form must be submitted for a request of additional days over the original 20.
5. Upon receipt of application, the Committee will call a meeting as soon as possible.
6. If the Sick Leave Committee has questions concerning an application, the person submitting the application may be asked to meet with the Committee before a decision is made.

Legal Reference: Act 791 of 1989  
A.C.A § 6-17-1208

Date Adopted: 03/19/95  
Last Revised: 04/18/06



Sick Leave Bank Request Form

Please complete and return to the sick leave bank committee chairman or payroll clerk. Request form should be submitted at or near depletion of accumulated sick leave and before payroll deduction is made.

Name \_\_\_\_\_ Home Phone \_\_\_\_\_

Home Address \_\_\_\_\_  
Street City Zip

Building where you work \_\_\_\_\_ School Phone \_\_\_\_\_

Have you contributed time to the sick leave bank system? \_\_\_\_\_

Briefly describe the nature of your disability or illness and the circumstances that caused you to make this request. Attach required doctor notes to this form.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date last accumulated day will be used: \_\_\_\_\_

Number of sick leave bank days requested: \_\_\_\_\_

Beginning date: \_\_\_\_\_ Ending date: \_\_\_\_\_

Are you currently being treated by a physician? \_\_\_\_\_

Have you been or will you be hospitalized? \_\_\_\_\_

If you answered yes, state when, how long and reason.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Committee Use Only**

<b>Date Considered</b> _____	<b>Number of days approved</b> _____
<input type="checkbox"/>	<input type="checkbox"/>
<b>Approved</b>	<b>Not approved</b>
<b>Committee Chairperson</b>	_____

Copies are to be sent to applicant, payroll clerk, Chairman Sick Leave Bank

### **3.10—CERTIFIED PERSONNEL PLANNING TIME/LUNCH PERIOD**

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

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.

The District shall provide at least a thirty-minute uninterrupted duty-free lunch period during each student instructional day for each certified school employee. Teachers not receiving a duty free lunch period as stated shall be compensated at his/her hourly rate of pay for each missed lunch period.

Legal Reference:       ACA § 6-17-114 (a)(d)  
                                  6-17-111

Date Adopted: 04/18/06

### **3.11—CERTIFIED PERSONNEL PERSONAL LEAVE**

Full-time employees have one (1) day of personal leave per contract year. An employee may take personal leave when he must be absent from work for reasons which do not entitle the employee to take sick leave.

If the personal day is not used, it may be carried over each year until a maximum accumulation of four (4) days is reached, any of the above referred personal days which are unused shall then be added to sick leave for accumulation.

An additional day may be used as a personal leave during a contract year, and shall be charged to sick leave.

Any employee desiring to take personal leave may do so by making a written request to his supervisor at least forty-eight (48) hours prior to the time of the requested leave. The forty-eight hour requirement may be waived by the supervisor when the supervisor deems it appropriate.

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

Personal leave may not be requested for the first or last weeks of school, except under extenuating circumstances.

Personal leave may not be granted if a qualified substitute is not available for the day(s) requested.

Date Adopted: 10/07/71  
Last Revised: 04/18/06

### **3.12—CERTIFIED PERSONNEL PROFESSIONAL LEAVE**

“Professional Leave” is paid leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which improve the instructional program or the employee’s ability to perform his duties. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor’s decision is subject to review and overruling by the Superintendent.

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.

During such approved leave, the employee’s pay shall not be deducted. If a substitute is needed during such approved leave, the District shall pay the full cost of the substitute.

Budgeting concerns may always be taken into consideration in reviewing a request for professional leave.

Teachers wishing to be excused from school to serve on State Department of Education committees or committees of professional organizations should receive approval from the principal prior to accepting such committee responsibility. Out-of-pocket expenses related to these activities will not be borne by the District.

#### **Non-Professional Leave**

A teacher wishing to be excused from school for the primary purpose of accompanying another person on a trip or to take a pleasure trip may make such request to the school principal at least two (2) weeks in advance. Approval may be given if preparations can be made to insure the continuity of the school’s programs

The excused teacher may use his/her personal leave for up to two (2) days absence. Additional absences will result in salary deductions as follows: Three (3) days deduction per year equal to that of a substitute teacher, followed by the deduction of a day’s pay for each absence.

These regulations do not pertain to teachers attending contests or conventions when accompanied by students.

Date Adopted: 12/13/88

Last Revised: 04/18/06

### **3.13—CERTIFIED 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 paid leave will be granted for the employee's participation in such public office. The employee may receive pay for personal leave or vacation (if applicable), if approved in advance by the Superintendent, during his absence.

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

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

Legal Reference:       A.C.A. § 6-17-115

Date Adopted: 04/18/06

### **3.14—CERTIFIED PERSONNEL JURY DUTY**

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

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

Employees shall receive their regular pay from the district while serving jury duty.

Legal Reference:       A.C.A. § 16-31-106

Date Adopted: 1/17/89

Last Revised: 4/18/06

### **3.15—CERTIFIED 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.

Legal Reference:       A.C.A. § 6-17-1209

Date Adopted: 10/17/95

Last Revised: 04/18/06

### **3.16—CERTIFIED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES**

Prekindergarten through sixth grade teachers shall be allotted the amount required by law per student enrolled in the teacher's class to be used for the purchase of classroom supplies and class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account. For the purposes of this policy, pre-kindergarten through sixth grade teachers shall be eligible for the allotted supply reimbursement for those students enrolled in the teacher's class for more than 50% of the school day at the end of the first three months of the school year.

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 immediate supervisor 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 \$15.00 will be held until total receipts are equal to or greater than \$15.00. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property.

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: 04/18/06



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

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

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

Legal Reference:       A.C.A. § 6-17-106

Date Adopted: 04/18/06

### **3.18—CERTIFIED PERSONNEL OUTSIDE EMPLOYMENT**

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

An employee may not accept employment outside of his 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.

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

Date Adopted: 04/18/06

### **3.19—CERTIFIED PERSONNEL EMPLOYMENT**

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

If the employee provides false or misleading information, or if he withholds information to the same effect, it may be grounds for dismissal.

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

Appointments of instructional personnel shall be made by the Board of Education upon consideration of the Superintendent's recommendations. The selection will be based on the following general criteria:

1. Appropriate certification
2. Quality of credentials
3. Appropriate successful experiences
4. Knowledge of and insight into curriculum issues
5. Positive attitude
6. Correct English usage
7. Quality of personal interview
8. Potential contribution to program
9. Desire to work in a multicultural environment

The listing below contains rating items used in soliciting references:

- Personality
- Knowledge of Subject Matter
- Forcefulness
- Judgment
- Maturity
- Self-Control and Poise
- Loyalty and Reliability
- Open-mindedness
- Enthusiasm
- Ability to work with others

- Use of Standard English
  
- Understanding of:
  - Individual Differences
  - Learning
  - Motivation
  
- Student Rapport
- Discipline
- Flexibility
- Versatility
- Planning Organization
- Skill as an Instructor

Date Adopted: 02/18/92  
Last Revised: 04/18/06

### **3.19a \_\_\_ EMPLOYMENT PRACTICES FOR CERTIFIED PERSONNEL**

All professional personnel employed by the Arkadelphia School District must possess those qualifications set forth by the State Department of Education and the North Central Association of colleges and Schools. It is recognized by the Board of Education that these qualifications are set up to promote minimum standards; therefore, it is the policy of this school district to employ persons who exceed these minimum requirements whenever possible.

All instructional personnel must maintain on file in the Superintendent's office the following information:

1. Signed Contract
2. Arkansas Teacher License
3. Social Security Number
4. Health Certificate
5. Statement of number of dependents
6. Official transcript of all college work
7. Current address and telephone number

The Board recognizes the Superintendent of Schools as the chief executive officer of the Board, and places upon him/her the responsibility for recommending the appointment of personnel. The Superintendent may assign to others certain duties respecting the review and screening of the qualifications of candidates: the final decision concerning the recommendation of candidates shall be the responsibility of the Superintendent.

#### **VACANCIES**

The Superintendent or designees shall advertise employment opportunities and post notices of vacancies. The advertisement and posting shall advance the Board's commitment to equal opportunity employment and the goal for achieving acceptable personnel ratios reflecting the student ethnic population.

Current District employees are eligible to apply for any vacancy. Vacant positions will be posted in all buildings and the Central Administrative Building for a minimum of five (5) days prior to advertisement outside the District. A posted position will remain open five (5) days from the date of the announcement.

Vacancies which occur without two weeks notice will be considered emergencies. Other conditions may arise which can, with the consent of the Board, be declared an emergency. Such a vacancy may be filled without regard to the time lines established in this policy for advertisement or posting.

## APPLICATIONS

All applicants shall complete the application form supplied by the District. Information in the application for contractual positions shall be verified before a contract is offered. Current District employees appropriately certified desiring to be considered for a vacancy must complete a District transfer request and submit the request to the Office of the Superintendent.

### A. Recruiting

1. The Office of the Superintendent, in cooperation with appropriate personnel, will determine whether the candidate search will be internal, external, or both.
2. The Office of the Assistant Superintendent will prepare the Notice of Vacancy.
3. The Office of the Principal will post Notice of Vacancy in Teacher's Lounge.
4. The Office of the Assistant Superintendent will notify other recruiting sources, if appropriate:
  - a. notice in the newspapers statewide, as well as out-of-state;
  - b. notify colleges and universities in the surrounding area as well as statewide or out-of-state.
5. Applications will be received, dated, and logged by the secretary for the Office of the Assistant Superintendent.

### B. Interviewing

1. Consistency in recruiting, interviewing, and recommending shall be observed in filling all vacancies.
2. All applications received that have the certification necessary will be reviewed and screened by the Superintendent and the Assistant Superintendent, principals, directors, supervisors, and/or designated others.
3. Principal will:
  - a. Complete Position Vacancy Log
  - b. Make background checks
  - c. Form a building committee for interview consisting of the Principal of that building and two (2) faculty members of that building. When special programs are involved, supervisors and coordinators may be involved in the Committee. The Office of the Assistant Superintendent and Principal will cooperate in the scheduling of candidates for interviewing.

- d. Use rating sheet and rank candidates for recommendation. The number of candidates ranked shall be sent to the Office of the Superintendent for the recommendation.
- e. Following an interview for a teaching position in the Arkadelphia Public School District, the Principal will make the following statement or a similar one to the candidate:

I will submit my final recommendation to the Office of the Superintendent. I cannot share these with you. The Superintendent or designee will interview one or more candidates for this position. The Superintendent will make a recommendation to the Board of Education. Board of Education members give final approval as to who will be employed. Following the Board decision, you will be notified by the Central Office as to whether or not you were employed within five days of that decision.

- f. Make a recommendation to the Superintendent.
  - g. Attach a Position Vacancy Log to recommendation.
1. The Office of the Superintendent will contact (phone) the candidate's last immediate/primary supervisor before making the recommendation.
  2. The Superintendent shall have the authority to hire with the final approval by the Board of Education. If the recommendation is different than that of the immediate supervisor, the Superintendent will be prepared to justify the recommendation. The immediate supervisor should be available (by phone or in person) to answer any questions the Board might have.
  3. The Superintendent will return Position Vacancy Log to the Office of the Assistant Superintendent for filing.
  4. The Office of the Assistant Superintendent will notify all candidates interviewed of the Board's decision within five (5) working days of the decision.

## B. Recommending

The District goal is to attract and maintain minority personnel, and the District's Affirmative Action Plan follows these guidelines:

In compliance with A.C.A. 6-17-1901 and 6-17-1902, the Districts' goal is to employ minority teacher/administrators representative of the demographic composition of the Arkadelphia Public School District.

If two or more candidates are considered equal, preference will be given to:

Multiple certifications  
Successful experience  
Those who have successfully substituted for the District  
Hometown people

Some consideration will be given to:

The spouse of an employee  
Personal friend of an employee  
Spouse of employees at local institutions, industry, business, etc.

However, the school or university from which the applicant graduated will not be a consideration.

Legal Reference: A.C.A. § 16-17-1901  
A.C.A. § 16-17-1902

Date Adopted: 12/17/96  
Last Revised: 04/18/06



### **3.19b\_CERTIFICATE OF HEALTH- TUBERCULOSIS**

Every newly hired public school employee within this state, prior to beginning employment each school year, shall present to the secretary of the Board of Education of the Arkadelphia Public School District a certificate of health dated not more than ninety (90) days prior to the date of its presentation stating that the employee is free from tuberculosis.

The status of the individual regarding possible tuberculosis infection must be determined by a method prescribed by regulation of the State Board of Health, and reactors must undergo sufficient additional tests prescribed by regulation of the board and shall be scheduled for a periodic reexamination according to their risk status.

Certificates of health stating that public school employees are free from tuberculosis infection may be issued by a regularly licensed physician or regularly constituted health authority, but interpretation of any X ray film must be made by a competent roentgenologist or physician experienced in tuberculosis.

All school cafeteria employees and other school employees handling food shall comply with the same health requirements imposed upon employees of restaurants and other food service establishments in the State of Arkansas.

Any teacher or other school employee or member of a Board of Education within this state violating the terms of this section shall be deemed guilty of a misdemeanor and upon conviction be fined not less than twenty-five dollars (\$25.00) nor more than one hundred dollars (\$100).

Legal Reference: A.C.A. § 6-17-101

Date Adopted: 09/01/75

Last Revised: 09/18/79

### **3.19c—PERSONNEL FILE**

The Arkadelphia Public School District shall maintain one official personnel file at the District Central office for each teacher. Teacher evaluation files will be kept at the teacher's school for the current year to be transferred to the Superintendent's Office at the end of each year.

Files shall be available to the teacher for inspection and copying at the teacher's expense during normal office hours. The teacher may submit for inclusion in the file written information in response to any of the material contained therein.

Legal Reference: A.C.A. § 16-17-1505

Date Adopted: 3/15/94  
Last Revised: 4/18/06

### **3.19d—ASSIGNMENT AND REASSIGNMENT OF CERTIFIED PERSONNEL**

The Board of Directors shall have the authority to assign and reassign or transfer all teachers in schools within their jurisdiction upon the recommendation of the Superintendent.

Legal Reference:     80-1234, 1960  
                          Acts 1991, No. 654  
                          A.C.A. § 6-17-303

Date Adopted: 09/01/76  
Last Revised: 04/18/06

### **3.19e—VOLUNTARY TRANSFER**

Certified staff who possess appropriate certification and meet established criteria for a vacancy may seek a transfer by completing a transfer request form and submitting the request to the Office of the Superintendent with notification to the current principal.

The Office of the Assistant Superintendent shall be responsible for maintaining a file of current transfer requests for any position that becomes available. This office shall also be responsible for preparing the Notice of Vacancy within five (5) working days of vacancy. This notice shall be posted five working days **prior** to outside district advertisement.

The Principal's Office will post Notice of Vacancy in Teacher's Lounge on a bulletin board designated solely for that purpose.

Transfer requests made within a building may be considered exclusively by the building principal. If the building principal approves the transfer request, the principal will prepare a recommendation for the Board of Education for final approval. If a transfer request is denied by the Principal, the teacher may request a written statement explaining the denial for transfer.

When a transfer request is from one campus to another, the principal of the campus of which the faculty member is currently assigned shall agree to release this member for consideration if the transfer is to occur during the school term. The principal of the building with the existing vacancy shall have the authority to approve or deny the transfer.

Multiple requests for transfer to a position shall be submitted to a building committee where the vacancy occurs, consisting of the building principal and/or supervisor (if special programs are involved), and two members of the faculty appointed by the principal and/or supervisor. The committee will interview each candidate and make a recommendation to the Superintendent. The Superintendent shall have the authority to recommend the candidate with the final approval to be made by the Board of Education.

Interviews shall be granted to certified staff seeking a transfer, and every effort made to fill this vacancy within the district in a timely effort, prior to interviews of other applicants. After a position has been filled, the individuals requesting a transfer who interviewed for the position shall be advised in writing within five working days after the position has been filled.

Legal Reference: A.C.A. § 6-17-303

Date Adopted: 06/17/90

Last Revised: 06/16/98

3.19f

**TRANSFER REQUEST FORM**

**\*SUBMIT TO OFFICE OF SUPERINTENDENT**

NAME : \_\_\_\_\_ DATE: \_\_\_\_\_

PRESENT POSITION: \_\_\_\_\_ CAMPUS: \_\_\_\_\_

REQUEST FOR MOVE TO: \_\_\_\_\_ CAMPUS: \_\_\_\_\_

**PROFESSIONAL QUALIFICATIONS SUPPORTING REQUEST:**

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Provide copy to building principal/supervisor

### **3.20—CERTIFIED PERSONNEL TRAVEL EXPENSES**

Funds shall be provided in the annual budget for district personnel and board members to cover their expenses for attendance to approved conferences, workshops, and other educational activities.

The Travel Request form will be submitted, and prior approval received, before any expenses are incurred. Travel arrangements will be made according to the District's Travel Procedure Manual.

Persons who travel at school expense will exercise the same economy as a prudent person traveling on personal business.

Mileage will be paid at the rate allowed for state employees.  
Meals cannot be claimed unless an overnight stay is approved.

Approved meals will be on a per diem basis, and approved rates will be based on the federal per diem rate.

Date Adopted: 09/01/75  
Revised: 04/18/06  
Revised: 02/20/07

### **3.21—CERTIFIED PERSONNEL TOBACCO USE**

Smoking or the use of tobacco, or products containing tobacco in any form, in or on any property owned or leased by the district, including buses or other school vehicles, is prohibited.

Legal Reference: A.C.A. § 6-21-609

Date Adopted: 07/27/99

Last Revised: 04/18/06

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

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

Date Adopted: 04/18/06



### **3.23—CERTIFIED PERSONNEL POLITICAL ACTIVITY**

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

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

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

Date Adopted: 04/18/06

### **3.23a—PROFESSIONAL ORGANIZATIONS**

Teachers are encouraged to join and support their professional organizations and attend the meetings.

Legal Reference: A.C.A. § 6-17-702

Date Adopted: 07/01/71



### **3.24—CERTIFIED PERSONNEL DEBTS**

All employees are expected to meet their financial obligations. Employees are encouraged to remedy financial obligations so that payroll garnishments are avoided.

Date Adopted: 04/18/06

### **3.24a—SALARY DEDUCTIONS**

Except for payroll deductions required by the state or federal government, all deductions made from salary shall be subject to Board approval and voluntary on the part of the individual employee. For all voluntary deductions, the employee shall complete a form authorizing the deduction and the specific amount. The superintendent is authorized to establish reasonable cut-off dates for payroll deduction requests.

Legal Reference:      80-1324, 1960  
                              A.C.A. § 6-17-804  
                              A.C.A. § 6-17-805

Date Adopted: 9/1/75  
Last Revised: 1/13/76

## 3.25—CERTIFIED PERSONNEL GRIEVANCES

### TERMS

**Grievance** - A grievance shall be defined as any concern related to personnel policies or salary raised by an employee.

**Grievant** - Any contractual employee(s) may file a grievance.

**Assistants** - All parties may use a representative or assistant of his/her choice, if requested, at any step in the Grievance Procedure.

**Supervisor** - The term "supervisor" shall refer to the immediate supervisor/principal, whoever has the authority or responsibility to deal most efficiently with the grievant's claim.

**Time Limit** - The word "days" shall be employee working days, unless otherwise stated. If the grievance procedure continues after the present contractual period ends, "days" shall be considered as weekdays, Monday through Friday.

Specified time limits may be extended by mutual agreement in writing.

The failure of a grievant to initiate any grievance within thirty (30) calendar days after the claim of violation occurs shall constitute a bar to further appeal.

#### Step 1

A grievant and his/her supervisor(s) shall attempt to resolve a problem through informal communication. If the grievant finds that his/her grievance cannot be satisfied through informal discussion, the grievant, using Grievance Form A, will have five (5) days to present the grievance in writing to the supervisor(s) who will have five (5) days after receipt of the grievance to investigate the matter and provide the grievant with a written answer. The reasons upon which the decision was based shall be included in the written answer. This constitutes Step 1.

#### Step 2

If the grievant is not satisfied with the disposition of his/her grievance, or if no decision has been rendered within the five (5) days after the receipt of the grievance at Step 1, then the grievant may appeal to the Superintendent or his/her official designee, in writing within five (5) days using Grievance Form B. Failure to act on a grievance shall not be an admission of liability or an admission against interest on the part of the school district. The Superintendent shall have five (5) days to provide his/her written decision with reasons upon which his/her decision was based, to the grievant. This constitutes Step 2.

#### Step 3

If the grievant is not satisfied with the disposition of his/her grievance at Step 2 or if no decision has been rendered within five (5) days after the written appeal in Step 2, then the grievant may

appeal in writing within five (5) days to the Board of Education using Grievance Form C. The president of the Board of Education shall arrange for a hearing with the grievant before the Board, supervisor, and superintendent of schools, to take place at the next regularly scheduled board meeting unless both parties have agreed to a different date. At the hearing, the employee shall have an adequate opportunity to present the grievance, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open or closed to the public at the discretion of the employee. If the hearing is open, 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.

After the Board's hearing, the President shall have five (5) days to provide to the grievant the Board's written decision and reasons upon which the decision was based. The decision of the Board shall be final except that the grievant retains unto himself/herself the right to take his/her grievance to a court of law. This constitutes Step 3.

The determination by the principal, superintendent, or their designees that the concern expressed by the employee is not a grievance may be appealed to the Board of Education for a final decision.

The Board, the administration, and the grievant will agree to cooperate in the investigation of any grievance and will exchange such information as is requested for processing of any grievance.

During the processing of a grievance, any documents, communication, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant in the office of the Superintendent. After a period of five (5) years, the records will be destroyed.

No employee shall suffer reprisals, reprimands, or reduction in status as a result of having presented a grievance or having represented an employee in a grievance. It is not considered a reprisal if, on the basis of underlying facts, the supervisor(s) or Board takes action against the employee that results in some type of disciplinary action.

Legal Reference:       ACA § 6-17-208

Date Adopted:  
Last Revised: 04/30/02

**GRIEVANCE FORM A**

**STEP 1**

From: \_\_\_\_\_, Grievant

To: \_\_\_\_\_, Supervisor

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

\_\_\_\_\_  
Date

Written response to grievance filed on: \_\_\_\_\_  
Date



**GRIEVANCE FORM B**

**STEP 1**

From: \_\_\_\_\_, Grievant

To: \_\_\_\_\_, Superintendent

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

\_\_\_\_\_  
Date

Written response to grievance filed on: \_\_\_\_\_  
Date

**GRIEVANCE FORM C**

**STEP 1**

From: \_\_\_\_\_, Grievant

To: \_\_\_\_\_, President, Arkadelphia Board of Education

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

\_\_\_\_\_  
Date

Written response to grievance filed on: \_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, administrator, or Title IX coordinator who will assist them in the

complaint process. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment. To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.

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

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

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

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

Date Adopted: 04/18/06

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

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

Date Adopted: 04/18/06

### **3.28—CERTIFIED PERSONNEL TECHNOLOGY USE POLICY**

The Arkadelphia Public School District provides computers and/or computer network 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.

Passwords or security procedures are to be utilized as assigned, and confidentiality of student records relating to personnel is to be maintained at all times. Employees must not disable or bypass security procedures, 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.

Employees who misuse district-owned technology 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:       20 USC 6801 et seq. (Children’s Internet Protection Act; PL 106-554)  
                                  A.C.A. § 6-21-107  
                                  A.C.A. § 6-21-111

Date Adopted: 04/18/06

### 3.28F—CERTIFIED PERSONNEL EMPLOYEE TECHNOLOGY USE AGREEMENT

Name (Please Print) \_\_\_\_\_

School \_\_\_\_\_ Date \_\_\_\_\_

The Arkadelphia Public 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 technology is a privilege conditioned on the Employee’s abiding by this agreement.
2. **Acceptable Use:** The Employee agrees that in using the District’s technology he/she will obey all federal and state laws and regulations. Network 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 network 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 network, the Employee shall be subject to disciplinary action up to and including termination. The technology coordinator and his/her designee has the right to remove any software from district owned equipment where the user cannot provide original copies of the software and/or appropriate license for the software.
4. **Use of Computer Hardware:**
  - a. Computer hardware is like any other school property and shall be treated accordingly.
  - b. Only authorized individuals will install, service, and/or maintain district owned computer hardware.
  - c. No district serviced hardware, including cables or peripherals, may be moved without authorization from the technology coordinator and his/her designee.
  - d. It is the responsibility of the employee who uses the computer last to turn off the computer and peripherals at the end of the day.
  - e. It is the responsibility of the employee and the students and users to keep the computer clean and away from smoke, dust, magnets, food, liquid, and any other foreign materials known to be harmful to the hardware or functionality of the system.
  - f. It is the responsibility of the employee who uses the computer to report malfunctions of the hardware to the building technology contact.
5. **“Misuse of the District’s computers or network” includes, but is not limited to, the following:**
  - a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
  - b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
  - c. posting anonymous messages on the system;
  - d. using encryption software;
  - e. wasteful use of limited resources provided by the school including paper;
  - f. causing congestion of the network through lengthy downloads of files;
  - g. vandalizing data of another user;

- h. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
  - i. gaining or attempting to gain unauthorized access to resources or files;
  - j. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
  - k. using the network for financial or commercial gain without district permission;
  - l. theft or vandalism of data, equipment, or intellectual property;
  - m. invading the privacy of individuals;
  - n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
  - o. introducing a virus to, or otherwise improperly tampering with, the system;
  - p. degrading or disrupting equipment or system performance;
  - q. creating a web page or associating a web page with the school or school district without proper authorization;
  - r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
  - s. providing access to the District's Internet Access to unauthorized individuals; or
  - t. taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
  - u. making unauthorized copies of computer software;
  - v. personal use of computers during instructional time; or
  - w. Installing software on district computers without prior approval of technology director or his/her designee.
6. **Liability for Debts:** Staff shall be liable for any and all costs (debts) incurred through their use of the District's computers or the network including penalties for copyright violations.
7. **No Expectation of Privacy:** The Employee signing below agrees that in using the network 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 network 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.
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: 04/18/06



### **3.29—CERTIFIED PERSONNEL SCHOOL CALENDAR**

The Superintendent shall present to the Board, for its approval, the calendar for the succeeding year at the March board meeting. The Superintendent, in developing the calendar, shall accept and consider recommendations from the Personnel Policy Committee, any staff member or group wishing to make calendar proposals.

The Arkadelphia Public School District shall operate by the following calendar.

(Insert y school calendar here.)

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 04/18/06

### **3.29a—TIME SCHEDULE CERTIFIED PERSONNEL**

Teachers are expected to arrive at their individual schools at a time determined by each building principal. The building principal is also responsible for determining the departure time for the teachers within the building. Principals may make exceptions to this time schedule based on infrequent emergencies that may arise.

Building principals may alter the time schedule as needed to allow for faculty meetings. Meetings should be planned and publicized well in advance so as to minimize potential inconvenience to the employees involved.

When students are not in school and teachers are required to work, the work day will generally conform to the hours set forth by the building principal and announced well in advance when possible.

Date Adopted: 9/14/76

Last Revised: 04/18/06

### **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) or legal guardian(s) of each of their students to discuss their academic progress. More frequent communication is required with the parent(s) or legal guardian(s) of students who are performing below grade level.

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

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

Legal Reference: State Board of Education Standards of Accreditation 12.04.1, 12.04.2, and 12.04.3  
A.C.A. § 6-15-1701(b)(3)(C)

Date Adopted: 04/18/06

### 3.31—DRUG FREE WORKPLACE - CERTIFIED 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. **Such services are available from the following sources:**

Should any employee be found to have been publicly under the influence of, or in illegal possession of, any illegal drug, controlled substance or alcohol, whether or not engaged in any school or school-related activity, the employee may be subject to discipline, up to and including termination.

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

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

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

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately. If the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day period.

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

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

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

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

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

This policy addresses the requirement for Safe and Drug Free Schools which is required for your district to be eligible to receive **any** federal grants. It is required that all employees receive a copy of the policy and be advised of the contents and requirements of the policy. In addition to publishing a policy statement, the statutes require employers to establish a drug-free awareness program to educate employees about the dangers of drug abuse as well as about the specifics of their policy. The statute does not specify a particular format for the awareness program, although it does state that the education effort must be ongoing and not just a one-time event. For assistance in constructing a drug awareness program the Department of Labor has the following web site:  
<http://www.dol.gov/asp/programs/drugs/workingpartners/materials/materials.asp>.

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

Date Adopted: 04/18/06

**3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT**

CERTIFICATION

I, hereby certify that I have been presented with a copy of the Arkadelphia 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—CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE \***

#### **Eligibility**

The Arkadelphia Public School District will grant up to twelve (12) weeks of leave in accordance with the Family Medical Leave Act of 1993 (FMLA) to its employees who have been employed by the District for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave. The twelve (12) month period of eligibility shall begin on the first duty day of the school year. Leave will be granted 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. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

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.

If both the husband and wife are employed by the district and entitled to leave as defined above, the District may, as determined by the needs of the District, limit their leave to a combined total of twelve (12) weeks when taken for reasons 1 or 2 listed above or to care for a parent with a serious health condition.

#### **Notice by Employees**

Foreseeable: When the need for leave is foreseeable, the employee must provide the District with at least thirty (30) days advance notice before the leave is to begin. If thirty (30) days is not practicable, such as because of a lack of knowledge of approximately when the leave will be required to begin, 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 employee should provide a medical certification from a health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin.

Failure by the employee to give thirty (30) days notice may delay the taking of FMLA leave until at least thirty (30) days after the date the employee provides notice to the District.

Unforeseeable: When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the



need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means.

### **Medical Certification**

The required medical certification from a licensed, practicing health care provider of the need for FMLA leave for reasons 3 or 4 listed above shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.

Second Opinion: In any case where the District has reason to doubt the validity of the 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 the employee obtain a recertification, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply;

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

The employee must provide the recertification in no more than fifteen (15) calendar days after the District's request.

No second or third opinion on recertification may be required.

### **Concurrent Leave**

The District requires employees to substitute any applicable accrued leave for any part of the twelve (12) week period of FMLA leave. All FMLA leave is unpaid unless substituted by applicable 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.

### **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. 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 their 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.

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

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

- a. The employees 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**

Employees shall inform the District every two weeks during FMLA leave of their current status and intent to return to work.

### **Return to Work**

Medical Certification: An employee who has taken FMLA leave under reason 4 stated above shall provide the District with certification from a health care provider that the employee is able to resume work.

Return to Previous Position: An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. The employee may not be restored to a position requiring additional licensure or certification.

Failure to Return to Work: In the event that an employee is unable or fails to return to work, the Superintendent will make a determination at that time regarding the documented need for a severance of the employee's contract due to the inability of the employee to fulfill the responsibilities and requirements of their contract.

### **Intermittent Leave**

The District will honor employee requests for intermittent leave as prescribed by the FMLA and that are in the best interests of the District.

## 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 Medical Leave Act of 1993 shall govern.

Legal References:       29 USC 2601 et seq.  
                              29 CFR 825.100 et seq.

Date Adopted: 04/18/06

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

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

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

Legal Reference:       A.C.A. § 6-17-201

Date Adopted: 04/18/06

**3.34—CERTIFIED PERSONNEL CELL PHONE USE**

Cell phone usage by district employees will be governed by district protocol and administrative guidelines.

Date Adopted: 04/18/06

### **3.35—CERTIFIED PERSONNEL BENEFITS**

The Arkadelphia Public School District provides its certified personnel benefits consisting of the following.

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system;
4. One sick leave day per calendar month worked;
5. Personal days –see policy **3.11**;
6. Professional and Non professional travel days—see policy **3.12**; and
7. Bereavement days – see policy **3.8a**

Legal Reference:       A.C.A. § 6-17-201

Date Adopted: 04/18/06

### **3.35a—ALL EMPLOYEE SERVICE RECOGNITION AWARDS**

For service to the district, the employee shall be recognized in the following ways:

- A. Having served the district five (5) years, the employee will merit a pin with an insignia of Arkadelphia Public Schools.
- B. Having served the district ten (10) years, the employee will merit a “Plaque of Service”.
- C. Having served the district fifteen (15) years, the employee will merit an engraved pen and pencil set.
- D. Having served the district twenty (20) years, the employee will merit an engraved serving tray OR an engraved school district watch.
- E. Having served the district twenty-five (25) years, the employee will merit a very special, individualized gift. A limit of \$200.00 is placed on the gift at this time, to be changed at a later time if needed.
- F. Having served the district thirty (30) years or more, the employee will merit a very special, individualized gift at the year of retirement. A limit of \$350 is placed on the gift at this time, to be changed at a later time if needed.

Each award will be at the recommendation of the Superintendent and officially acted upon by the Board. Presentation will be given at an annual awards banquet.

Date Adopted: 06/20/84

Last Revised: 01/20/04

### 3.35b—RETIREMENT

Employees shall be eligible for benefits of the retirement systems and other benefits as prescribed by law.

The Board will award a retirement plaque to an employee who is leaving public school employment provided:

1. He/she has been employed in Arkansas Public Schools at least fifteen (15) years, and
2. Has been employed by the Arkadelphia Public Schools at least ten (10) years.

Personnel who have been employed by the Arkadelphia Public School District for the last five (5) years prior to retirement shall be compensated for accumulated sick leave as follows:

- A. All accumulated leave will be multiplied by one-half the daily rate of substitute pay. This product will be multiplied by the percentage indicated in “C” below.
- B. The District will maintain a record of all unused sick leave.
- C. For each year or major portion thereof, more than five (5) in the district, 5% will be added for each year to a maximum of 20 years.

Example:

5 years	– 25%
6 years	– 30%
12 years	– 60%
18 years	– 90%
20 years	– 100%

Example: Records in the district show that an individual has 18 years in Arkadelphia Public Schools. The total number of unused sick days total 110.

$110 \times \frac{1}{2} \text{ Daily Substitute Pay} \times 90\% =$

Date Adopted: 03/24/87

Last Revised: 04/15/03



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

For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act A.C.A. §§ 6-17-1501 through 1510. . The Act specifically is not made a part of this policy by this reference.

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

Legal Reference:       A.C.A. § 6-17-201

Date Adopted:

Last Revised: 04/18/06

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

The assignment of paraprofessionals shall be made by the principal upon approval by the superintendent or his 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.

**Note:** ASBA realizes a policy regarding teacher aides has no place in the certified personnel section, but state law now mandates it anyway.

Legal Reference:       A.C.A. § 6-17-201

Date Adopted: 04/18/06

### **3.38—CERTIFIED 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.

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 it occurs on school grounds; off school grounds at a school sponsored or 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.

Definition:

Bullying is any pattern of behavior by a student, or a group of students, that is intended to harass, intimidate, ridicule, humiliate, or instill fear in another child or group of children. Bullying behavior can be a threat of, or actual, physical harm or it can be verbal abuse of the child. Bullying is a series of recurring actions committed over a period of time directed toward one student, or successive, separate actions directed against multiple students.

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

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

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

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 04/18/06

### **3.38a—PRINCIPALS REPORTING OF FELONIES OR OTHER VIOLENT CRIMINAL ACTS**

All principals (or other persons in charge) of the Arkadelphia Public School District shall report incidents that may constitute felonies to local law enforcement agencies for investigation and to the Superintendent or designee for adjudication. A principal or other person in charge shall make such a report when he/she has direct knowledge or has received information leading to a reason to believe that a student has committed a felony on school property, has committed a felony while under school supervision, or has committed a violent criminal act against a teacher, principal, employee or student.

Legal Reference: Act 888 of 1995  
A.C.A § 6-17-113

Date Adopted: 12/12/95

## PROCEDURE FOR REPORTING FELONIES OR OTHER VIOLENT CRIMINAL ACTS

All principals or other persons in charge, must report an incident to local law enforcement for investigation and to the Board of Education when that person has direct knowledge or has received information leading to reasonable belief that a student has committed a felony on school property, or a felony while under school supervision, or a criminal act against: teacher, principal, employee, or student.

**Name of Individual Reporting Incident:** \_\_\_\_\_  
**Name of Individual Completing Report:** \_\_\_\_\_  
**Campus:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**INCIDENT:** \_\_\_\_\_

**DATE OF INCIDENT:** \_\_\_\_\_ **TIME OF INCIDENT:** \_\_\_\_\_

**LOCATION OF INCIDENT:** \_\_\_\_\_

**INDIVIDUALS INVOLVED IN INCIDENT:** \_\_\_\_\_

\_\_\_\_\_

**DESCRIPTION OF INCIDENT: (To be Completed by Individual Reporting Incident)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(Attach Additional Pages as Necessary)**

**Individual Receiving Report:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Principal Receiving Report:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Superintendent Notified:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Attorney Notified:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**COPY:**      **INDIVIDUAL MAKING REPORT**  
                 **SUPERVISOR**  
                 **PRINCIPAL**  
                 **SUPERINTENDENT**  
                 **ATTORNEY**