

## **TABLE OF CONTENTS**

### **SECTION 3—LICENSED PERSONNEL**

3.1—LICENSED PERSONNEL SALARY SCHEDULE

3.2—LICENSED PERSONNEL EVALUATIONS

3.3—EVALUATION OF LICENSED PERSONNEL BY RELATIVES

3.4—LICENSED PERSONNEL REDUCTION IN FORCE

3.5—LICENSED PERSONNEL CONTRACT RETURN

3.6—LICENSED PERSONNEL EMPLOYEE TRAINING

3.7—LICENSED PERSONNEL DRUG TESTING

3.8—LICENSED PERSONNEL SICK LEAVE

3.8.1 - ATTENDANCE INCENTIVE PROGRAM

3.9—LICENSED PERSONNEL SICK LEAVE BANK

3.10—LICENSED PERSONNEL PLANNING TIME

3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

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

3.13—LICENSED PERSONNEL PUBLIC OFFICE

3.14—LICENSED PERSONNEL JURY DUTY

3.15—LICENSED PERSONNEL LEAVE — INJURY FROM ASSAULT

3.16—LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

3.17—INSULT OR ABUSE OF LICENSED PERSONNEL

3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

- 3.19—LICENSED PERSONNEL EMPLOYMENT
- 3.20—LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES
- 3.21—LICENSED PERSONNEL TOBACCO USE
- 3.22—DRESS OF LICENSED EMPLOYEES
- 3.23—LICENSED PERSONNEL POLITICAL ACTIVITY
- 3.24—LICENSED PERSONNEL DEBTS
- 3.25—LICENSED PERSONNEL GRIEVANCES
- 3.25F—LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM
- 3.26—LICENSED PERSONNEL SEXUAL HARASSMENT
- 3.27—LICENSED PERSONNEL SUPERVISION OF STUDENTS
- 3.28—LICENSED PERSONNEL COMPUTER USE POLICY
- 3.28F—LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT
- 3.29—LICENSED PERSONNEL SCHOOL CALENDAR
- 3.30—PARENT-TEACHER COMMUNICATION
- 3.31—DRUG FREE WORKPLACE - LICENSED PERSONNEL
- 3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT
- 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE
- 3.33—ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL
- 3.34—LICENSED PERSONNEL CELL PHONE USE
- 3.35—LICENSED PERSONNEL BENEFITS
- 3.36—LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL
- 3.37—ASSIGNMENT OF TEACHER AIDES
- 3.38—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

- 3.39—LICENSED PERSONNEL RECORDS AND REPORTS
- 3.40—LICENSED PERSONNEL DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT
- 3.41—LICENSED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING
- 3.42—RELEASE OF STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION
- 3.43—DUTY OF LICENSED EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING
- 3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION
- 3.45—LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS
- 3.46—LICENSED PERSONNEL VACATIONS
- 3.47—DEPOSITING COLLECTED FUNDS
- 3.48—LICENSED PERSONNEL WEAPONS ON CAMPUS
- 3.49—TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM
- 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION
- 3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES
- 3.52—LICENSED PERSONNEL HEALTH CARE COVERAGE REPORTING
- 3.52F—LICENSED PERSONNEL HEALTH CARE COVERAGE AND TIN REPORT FORM
- 3.53—LICENSED PERSONNEL BUS DRIVER END of ROUTE REVIEW

# **LICENSED PERSONNEL**

### **3.1—LICENSED PERSONNEL SALARY SCHEDULE**

For the purposes of the salary schedule, a teacher will have worked a “year” if he/she works at least 160 days. 80 days constitutes a half year on initial hire.

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

Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to the superintendent. The appropriate salary increase will be reflected in the next pay cycle provided it is at least thirty calendar days from the time the notice and documentation is delivered. All salary changes will be on a “go forward” basis, and no back pay will be awarded.

#### **Non-Traditional Licensure Program**

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

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

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

The certified personnel salary schedule is based on training and experience and shall be reviewed by the board on a yearly basis. All teachers will be paid on the base salary schedule. Teachers recommended by the Superintendent will receive compensation for extra time and duty.

The teacher’s salary is for 190 days of school beginning the first week of school duty and ending the last week of school duty, except as otherwise provided. The contract salary may be paid in ten or twelve installments. These payments will be made the 15th of each calendar month.

The degree a teacher holds and the number of years experience as of September 1 of each year shall determine the contract salary on the (1) current salary schedule, (2) salary schedule for extra duty, and (3) salary schedule for activities, for which a teacher will qualify for the current year. Experience in any K - 12 public school accredited by the appropriate state education agency is acceptable provided the teacher establishes proof of this experience.

Substitute teaching, non-teaching graduate assistantships, teacher aides, private school teaching in schools not accredited by the North Central Association or other similar regional accrediting agencies, or military will be evaluated only at the time of initial employment. The Superintendent shall determine whether or not that experience is relevant to the employee's current assignment and may determine whether or not the experience shall be credited.

National Board Certified teachers will receive an annual stipend of \$2000.00 for the life of the certificate as applicable to the Arkansas Department of Education Rules Governing Eligibility and Financial Incentives for National Board for Professional Teaching Standards Revised January 2004, pursuant to A.C.A 6-11-105, 6-17-412, and 6-17-413. Upon receiving his/her original state payment for obtaining NBPTS certification, the teacher will provide documentation to the administration and will receive his/her school stipend paid in his/her next month's full pay period. All other NBPTS teachers will have their stipend included in their yearly school contract. Should the teacher separate from the district before the end of his/her contract, a prorated amount of the stipend will be deducted from their remaining scheduled salary payment/s.

## CERTIFIED STAFF SALARY SCHEDULE

Standard Work Contract - 178 student days plus 2 parent/staff conferences, 10 in-service, for a total of 190 days.

YRS	BSE	B+15	MSE	M+15	M+30	DOCTORATE
0	\$33,025	\$33,425	\$37,340	\$37,740	\$38,140	\$39,340
0.5	\$33,265	\$33,665	\$37,610	\$38,010	\$38,410	\$39,640
1	\$33,505	\$33,905	\$37,880	\$38,280	\$38,680	\$39,940
1.5	\$33,745	\$34,145	\$38,150	\$38,550	\$38,950	\$40,240
2	\$33,985	\$34,385	\$38,420	\$38,820	\$39,220	\$40,540
2.5	\$34,225	\$34,625	\$38,690	\$39,090	\$39,490	\$40,840
3	\$34,465	\$34,865	\$38,960	\$39,360	\$39,760	\$41,140
3.5	\$34,705	\$35,105	\$39,230	\$39,630	\$40,030	\$41,440
4	\$34,945	\$35,345	\$39,500	\$39,900	\$40,300	\$41,740
4.5	\$35,185	\$35,585	\$39,770	\$40,170	\$40,570	\$42,040
5	\$35,425	\$35,825	\$40,040	\$40,440	\$40,840	\$42,340
5.5	\$35,665	\$36,065	\$40,310	\$40,710	\$41,110	\$42,640
6	\$35,905	\$36,305	\$40,580	\$40,980	\$41,380	\$42,940
6.5	\$36,145	\$36,545	\$40,850	\$41,250	\$41,650	\$43,240
7	\$36,385	\$36,785	\$41,120	\$41,520	\$41,920	\$43,540
7.5	\$36,625	\$37,025	\$41,390	\$41,790	\$42,190	\$43,840
8	\$36,865	\$37,265	\$41,660	\$42,060	\$42,460	\$44,140
8.5	\$37,105	\$37,505	\$41,930	\$42,330	\$42,730	\$44,440
9	\$37,345	\$37,745	\$42,200	\$42,600	\$43,000	\$44,740
9.5	\$37,585	\$37,985	\$42,470	\$42,870	\$43,270	\$45,040
10	\$37,825	\$38,225	\$42,740	\$43,140	\$43,540	\$45,340
10.5	\$38,065	\$38,465	\$43,010	\$43,410	\$43,810	\$45,640
11	\$38,305	\$38,705	\$43,280	\$43,680	\$44,080	\$45,940
11.5	\$38,545	\$38,945	\$43,550	\$43,950	\$44,350	\$46,240
12	\$38,785	\$39,185	\$43,820	\$44,220	\$44,620	\$46,540
12.5	\$39,025	\$39,425	\$44,090	\$44,490	\$44,890	\$46,840
13	\$39,265	\$39,665	\$44,360	\$44,760	\$45,160	\$47,140
13.5	\$39,505	\$39,905	\$44,630	\$45,030	\$45,430	\$47,440
14	\$39,745	\$40,145	\$44,900	\$45,300	\$45,700	\$47,740
14.5	\$39,985	\$40,385	\$45,170	\$45,570	\$45,970	\$48,040
15	\$40,225	\$40,625	\$45,440	\$45,840	\$46,240	\$48,340
15.5	\$40,465	\$40,865	\$45,710	\$46,110	\$46,510	\$48,640
16	\$40,705	\$41,105	\$45,980	\$46,380	\$46,780	\$48,940
16.5	\$40,945	\$41,345	\$46,250	\$46,650	\$47,050	\$49,240
17	\$41,185	\$41,585	\$46,520	\$46,920	\$47,320	\$49,540
17.5	\$41,425	\$41,825	\$46,790	\$47,190	\$47,590	\$49,840
18	\$41,665	\$42,065	\$47,060	\$47,460	\$47,860	\$50,140

18.5	\$41,905	\$42,305	\$47,330	\$47,730	\$48,130	\$50,440
19	\$42,145	\$42,545	\$47,600	\$48,000	\$48,400	\$50,740
19.5	\$42,385	\$42,785	\$47,870	\$48,270	\$48,670	\$51,040
20	\$42,625	\$43,025	\$48,140	\$48,540	\$48,940	\$51,340
20.5	\$42,865	\$43,265	\$48,410	\$48,810	\$49,210	\$51,640
21	\$43,105	\$43,505	\$48,680	\$49,080	\$49,480	\$51,940
21.5	\$43,345	\$43,745	\$48,950	\$49,350	\$49,750	\$52,240
22	\$43,585	\$43,985	\$49,220	\$49,620	\$50,020	\$52,540
22.5		\$44,225	\$49,490	\$49,890	\$50,290	\$52,840
23		\$44,465	\$49,760	\$50,160	\$50,560	\$53,140
23.5			\$50,030	\$50,430	\$50,830	\$53,440
24			\$50,300	\$50,700	\$51,100	\$53,740
24.5				\$50,970	\$51,370	\$54,040
25				\$51,240	\$51,640	\$54,340
25.5					\$51,910	\$54,640
26					\$52,180	\$54,940



CERTIFIED STAFF SALARY SCHEDULE

Teacher Salary Base ..... \$33,025  
 Number of Days for Nine Month Teachers ....190

FORMULA FOR SALARIED EMPLOYEES:

Daily Rate for Classroom Teacher \_\_\_\_\_  
 Times Number of Contract Days \_\_\_\_\_  
 Equals Teacher Pay \_\_\_\_\_  
 Times Responsibility Factor \_\_\_\_\_  
 Equals Total Salary \_\_\_\_\_

Responsibility Factors: (Certified)		<u>No. Days</u>	<u>Fringe Benefits</u>
Superintendent	1.700	241	Car + \$3,000
Assistant Superintendent for Federal Programs and Secondary Education/ Equity Coordinator	1.350	241	Travel 720
Assistant Superintendent for Transportation and Facilities	1.390	241	Travel 720
Assistant Superintendent of Special Services	1.350	241	Travel 720
District Curriculum Coordinator	1.35	241	Travel 720
Special Services Coordinator	1.25	241	Travel 720
High School Principal	1.20	241	Travel 720
Assistant High School Principal	1.17	209	Travel 480
Jr. High School Principal	1.19	241	Travel 720
Assistant Jr. High School Principal	1.165	209	Travel 480

Elementary Principal	1.18	241	Travel 672
Assistant Elementary Principal	1.16	209	Travel 480
GED/WAGE Coordinator	1.140	227.0	Travel 528
Alternative Ed Administrator	.02	241	
504 Coordinator	0.03	190	
Perkins Grant Facilitator	\$3000		
Direct Instruction Coordinator	\$3000		
Dyslexia Interventions Coordinator	\$3000		

STIPEND SCHEDULE

ASSIGNMENT EMPLOYED	DAYS	INDEX PERCENT OF (191 DAY) BASE SALARY
ABC Coordinator	227	.13
Family Literacy and Parents as Teachers Program Coordinator	227	.05
G/T Coordinator	209	.05
Band Director	227	.14
Assistant Band Director	209	.11
Jr. High Band Director	227	.11
Cheerleader Sponsor	209	.05
Activities Director	241	.14
Gate Security Scheduling		.11
HHS Student Council Sponsor	190	.05
Yerger Student Council Sponsor	190	.02
Beryl Henry Leadership Council Sponsor	190	.02

Clinton Primary Leadership Council Sponsor	190		.02
Quiz Bowl Coach (per campus)	190		.03
Parent Involvement Facilitator (Building)	190		.03
Parent Involvement Facilitator (District)	240		.02
ELL Coordinator	209		.05
Technology Coordinator	241	(\$720 travel)	.25
Commuting Teacher (between 2 or more campuses)		(\$180 travel)	
Yearbook Advisor	\$1000		
Special Education Teacher	201		
HAPS Teacher	200		
Homebound Tutoring			\$30 (per hour)
After School Tutoring			\$30 (per hour)
Summer School			\$25 (per hour)
PD hours required by admin above 60			\$25 (per hour)
Extra Duty pre approved by admin			\$25 (per hour)
Summer School Administrator			Daily Rate

**ATHLETIC STIPEND SCHEDULE:**

1. The head football, men's and women's basketball coaches will be placed on an index of .14. ———  
 ——— If a second sport is coached an index of .025 will be paid.
2. Based on coaching 2 sports, all other coaches will be placed on an index of .11.  
 If more than two sports are coached, an index of .025 per sport will be paid (a coach with only one sport will be paid .025)
3. Coaching assignment(s) will be specified on contracts.

**FORMULA FOR SALARIED EMPLOYEES:**

Daily Rate for Classroom Teacher \_\_\_\_\_  
Times Number of Contract Days \_\_\_\_\_  
Equals Teacher Pay \_\_\_\_\_  
Times Responsibility Factor \_\_\_\_\_  
Equals Total Salary \_\_\_\_\_

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

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

Date Adopted:6/15/15  
Last Revised:6/20/2016

### **3.2—LICENSED PERSONNEL EVALUATIONS**

Evaluations of licensed 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. Teacher Excellence Support System will be the evaluation system used for all licensed personnel. Leader Excellence and Development System will be the evaluation system for administrators.

- Experienced transfer educator – educator having three or more years of experience and transferring into the district shall be placed in track one for one school year.

Legal Reference: A.C.A. § 6-17-1504

Date Adopted:6/15/15

Last Revised:6/20/2016

### **3.3—EVALUATION OF LICENSED PERSONNEL BY RELATIVES**

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

Date Adopted:6/15/15

Last Revised:

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

#### **SECTION ONE**

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

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

#### **DEFINITION:**

Reduction in force shall be defined as a reduction in the number of staff members to be employed for the succeeding year when compared to the number employed at the end of the current year.

#### **REDUCTION PRINCIPLES AND PROCEDURES:**

1. RIF shall be accomplished by attrition (retirement, resignation, or leave) when possible.
2. Classified positions will be evaluated and reductions considered in those areas along with potential reductions in certified staff.
3. Administrative positions will be evaluated and reductions considered in those areas.
4. The board shall decide the grade level or programs to be reduced. Consideration will be given to continuing maintenance of state and North Central Association Accreditation standards in selecting areas for reduction. Course enrollments in non-mandated areas shall also be considered.
5. When the grade level or program is chosen, staff members will be laid off with the following priorities:
  - First - Seniority in district (lowest to highest)
  - Second - Horizontal position (educational level) on the salary schedule (lowest to highest)
  - Third - Teaching experience outside the district
  - Fourth - These things being equal, a decision shall be made by the board upon advice of the Superintendent and appropriate principal considering the teaching ability (based on annual evaluations)
6. Notification procedures will follow the requirements of the Teacher Fair Dismissal Act A.C.A. 6-17-506

#### **RE-EMPLOYMENT PROCEDURES:**

1. If the board increases the number of staff members or has a staff member resign at any time within 12 months from the date of board action on the recommendation of the superintendent that the staff member be non-renewed or terminated to achieve a reduction in force, the board shall first offer re-employment to the staff member laid off in the reverse order of layoff for the same position

- in which they were non-renewed.
2. A staff member's failure to respond affirmatively within fifteen (15) calendar days after receipt of the board's offer of re-employment (sent by registered mail to the address on file in the personnel records) annuls the staff member's rights of recall.
  3. No vacancy in a staff position shall be filled by the board until the procedures set forth have been complied with.

## **SECTION TWO**

### **Consolidation/Annexation**

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

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

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

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

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

Legal Reference: A.C.A. § 6-17-2407

Date Adopted:6/15/15

Last Revised:







### **3.5—LICENSED PERSONNEL CONTRACT RETURN**

An employee shall have thirty (30) days from the date of the receipt of their 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<sup>1</sup> which will be attached to the contract.

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

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

Date Adopted:6/15/15

Last Revised:

### **3.6—LICENSED PERSONNEL EMPLOYEE TRAINING**

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

- Is required by statute or the Arkansas Department of Education (ADE); or
- Meets the following criteria:
  - Improves the knowledge, skills, and effectiveness of teachers;
  - Improves the knowledge and skills of administrators and paraprofessionals concerning effective instructional strategies and methods;
  - Leads to improved student academic achievement; and
  - Is researched-based and standards-based.

All employees shall attend all local PD training sessions as directed by his/her supervisor.

The District shall develop and implement a professional development plan (PDP) for its licensed employees. The District's PDP shall, in part, align District resources to address the PD activities identified in each school's Arkansas Comprehensive School Improvement Plan (ACSIP) and incorporate the licensed employee's PDP. The plan shall describe how the District's categorical funds will be used to address deficiencies in student performance and any identified academic achievement gaps between groups of students. At the end of each school year, the District shall evaluate the PD activities' effectiveness at improving student performance and closing achievement gaps.

Each licensed employee shall receive a minimum of thirty-six (36) hours of PD annually to be fulfilled between June 1 and May 31: the District may require a licensed employee to receive more PD than the minimum when necessary to complete the licensed employee's PDP.<sup>2</sup> All licensed employees are required to obtain thirty six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.

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

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

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

used to continuously improve the District's PD offerings and to revise the school improvement plan.

Flexible PD hours (flex hours) are those hours that which an employee is allowed to substitute PD activities, different than those offered by the District, but which are still aligned to the employee's Individual Improvement Plan, Professional Growth Plan, or the school's ACSIP. The District shall determine on an annual basis how many, if any, flex hours of PD it will allow to be substituted for District scheduled PD offerings. The determination may be made at an individual building, a grade, or by subject basis. The District administration and the building principal have the authority to require attendance at specific PD activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex PD hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the licensed employee's required hours shall equal one (1) contract day. Hours of PD earned by an employee that are not at the request of the District and are in excess of the employee's required hours, or not pre-approved by the building principal, shall not be credited toward fulfilling the required number of contract days for that employee.<sup>3</sup> Hours earned that count toward the licensed employee's required hours also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for PD hours earned at the request of the District that necessitate the employee work more than the number of days required by their contract.<sup>4</sup>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Building level administrators shall complete the credentialing assessment for the teacher evaluation PD program prior to conducting any summative teacher evaluations.<sup>5</sup>

Teachers' PD shall meet the requirements prescribed under the Teacher Evaluation and Support System (TESS).<sup>6</sup>

By the end of the 2014-15 school-year, teachers shall have received professional awareness on the characteristics of dyslexia and the evidence-based interventions and accommodations for dyslexia.<sup>7</sup>

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

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

Licensed personnel shall receive five (5) PD hours for each one- credit hour of a undergraduate or graduate level college course that meets the criteria identified in law and applicable ADE rules. A maximum of fifteen (15) such hours may be applied toward the thirty six (36) hours of PD required annually for license renewal.<sup>8</sup>

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

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

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

Approved PD activities may include:

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

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

PD activities shall relate to the following areas:

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

- Student health and wellness; and
- The Code of Ethics for Arkansas Educators.

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

- School Fire Marshall program (A.C.A. § 6-10-110);
- Tornado safety drills (A.C.A. § 6-10-121);
- Literacy assessments and/or mathematics assessments (A.C.A. § 6-15-420);
- Test security and confidentiality (A.C.A. § 6-15-438);
- Emergency plans for terrorist attacks and the Panic Button Alert System (A.C.A. § 6-15-1302);
- Teacher Excellence and Support System (A.C.A. § 6-17-2806);
- Student discipline training (A.C.A. § 6-18-502);
- Student Services Program (A.C.A. § 6-18-1004);
- Training required by ADE under academic, fiscal and facilities distress statutes and rules; and
- Annual active shooter drills (6-15-1303).<sup>9</sup>

Notes: There are special rules that apply to part time employees who teach adults or are high school equivalency Test examiners. Since such employees apply to very few districts, they are not included in this policy. PD for such employees is covered under 7.04 of the rules and A.C.A. § 6-17-706.

<sup>1</sup> The rules make July 1 through June 30 the default. Districts using those dates no longer need documentation of its choice. Districts can still choose June 1 through May 30, but that choice would have to be documented. The documentation may be noted by the selection chosen for this policy and also in the district's "plan" for professional development required by A.C.A. § 6-17-704(c)(1).

<sup>2</sup> A.C.A. § 6-17-2402(1) defines a "basic contract" as a teacher employment contract for 190 days that includes no less than six (6) days of PD. When calculated with the one hundred seventy-eight (178) mandatory student contact days and the two (2) parent-teacher conference days, this means there are four (4) days unassigned in the basic contract. Districts may use these days as additional student contact days, parent-teacher conferences, for classroom setup, or PD. The use for the days may vary from school to school or even from licensed employee to licensed employee, though days used for additional student contact days should be uniform throughout the district and staff. The use of the four (4) days may be assigned on the school calendar or otherwise accounted for in policy. If districts require employees to use those four (4) days for something other than PD but require the licensed employee to receive more than thirty-six (36) hours of PD, then the district must pay the employee for the additional hours of district mandated PD as set forth in footnote 4.

<sup>3</sup> The number of contract days may vary between employees, but the concern here is with the number of contract days specified in each individual employee's contract.

<sup>4</sup> There is confusion surrounding districts requiring more than the required PD and employees who get more than their required hours, but do so of their own choosing. A.C.A. § 6-17-807(a) requires districts to pay a teacher their daily rate of pay for days worked in excess of the number in their contract. Each six (6) hours of PD equal one day worked. Teachers who are required/requested to attend six (6) more hours than would total the number of days in the employee's contract have worked an extra day of their contract. This can be addressed by giving the employees a flex PD day off or paying them their daily rate of pay for the extra day worked. Teachers who are so dedicated



that, on their own, they get more than their required PD hours do not get credit for a day worked for each six (6) hours of excess PD.

<sup>5</sup> This requirement tracks the language in model policy 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION and is based on the TESS Rules. A corollary point to this policy's sentence is to make the hiring of any new administrator who will be responsible for conducting TESS summative evaluations contingent upon the new hire's successful credentialing for TESS evaluations. We suggest calling the ASBA staff attorney for language, including required completion dates and employment consequences, for both the hiring motion, and to include on the contract, where it should remain until TESS credentials are successfully obtained.

<sup>6</sup> TESS includes requirements and restrictions on PD that is not otherwise prescribed by law or rule and that varies by whether the teacher has a summative evaluation and/or is on Intensive Support Status. Consult A.C.A. § 6-17-2806 for specifics.

<sup>7</sup> This is required by A.C.A. § 6-41-608. There is no statutory clarification regarding required hours of training, but teachers will need to be credited toward the required hours of PD for time spent fulfilling the requirement. A.C.A. § 6-41-609 and 1.02.2.2 of the PD Rules delegate future dyslexia training to Higher Education.

<sup>8</sup> This is an instance of the rules not mirroring the statute, A.C.A. § 6-15-1004(c), so we suggest reading Section 4 of the PD Rules along with the statute. Both permit the district to require additional hours, but if you choose to do so and the employee's required PD would total more hours than the number of contract days provided for in the employee's contract, the employee is due his/her daily rate of pay for the excess hours. See footnote #4.

<sup>9</sup> Districts are required to annually provide active shooter drill and school safety assessment training for all of its employees and, to the extent practicable, students, in collaboration with local law enforcement and emergency management personnel. Since this is statutorily required training (PD), employees get to count it toward their annual required hours.

Cross References: Policy 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION  
Policy 4.37—EMERGENCY DRILLS

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04  
ADE Rules Governing Professional Development  
ADE Rules Governing the Arkansas Financial Accounting and Reporting System  
and Annual Training Requirements  
ADE Rules Governing Student Special Needs Funding  
ADE Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings  
A.C.A. § 6-10-121  
A.C.A. § 6-10-122  
A.C.A. § 6-10-123  
A.C.A. § 6-15-404(f)(2)  
A.C.A. § 6-15-420  
A.C.A. § 6-15-426(f)(g)(h)  
A.C.A. § 6-15-438

A.C.A. § 6-15-1004(c)  
A.C.A. § 6-15-1302  
A.C.A. § 6-15-1303  
A.C.A. § 6-15-1703  
A.C.A. § 6-16-1203  
A.C.A. § 6-17-703  
A.C.A. § 6-17-704  
A.C.A. § 6-17-708  
A.C.A. § 6-17-709  
A.C.A. § 6-17-2806  
A.C.A. § 6-17-2808  
A.C.A. § 6-18-502(f)  
A.C.A. § 6-18-514(f)  
A.C.A. § 6-20-2204  
A.C.A. § 6-20-2303 (15)  
A.C.A. § 6-41-608  
A.C.A. § 6-61-133

Date Adopted:  
Last Revised:

Date Adopted:6/15/15  
Last Revised: 6/20/16

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

#### **Methods of Testing**

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

#### **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, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued

employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.

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

If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period 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 References:     A.C.A. § 6-19-108  
                          A.C.A. § 27-23-201 et seq.  
                          49 C.F.R. § 382-101 – 605  
                          49 C.F.R. § part 40  
                          Arkansas Division of Academic Facilities and Transportation Rules Governing Maintenance  
                          and Operations of Arkansas Public School Buses and Physical Examinations of School Bus  
                          Drivers

Date Adopted:6/15/15  
Last Revised:

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

Date Adopted: 06/05/08  
Amended: 07/19/2010  
Updated : 06/20/2016

#### **PROFESSIONAL LEAVE**

It shall be the policy of the Hope Public Schools to adhere to Ark. Code Ann. 6-17-702.

A teacher may be granted school business leave for worthwhile endeavors, including (1) accompanying students to contests, workshops, or events; and (2) teacher in-service events. All school business leave must have prior approval of the superintendent.

#### **EXCHANGE TEACHING**

The term “exchange teacher” applies both to teachers from foreign countries and to teachers from other American communities who come to our community on a direct exchange formally approved by the superintendent. Official arrangements will include assurances that the teacher is properly certified and qualified for work in the district schools.

Teachers may apply for and be granted a 12-month leave of absence to permit them to teach in schools in foreign countries. Teachers on leave for this purpose may also request and be granted a 12-month extension in time to permit a second year in such assignment. Upon returning to the district school system, the teacher will not ordinarily be granted another leave of absence for this same purpose until five additional years of teaching in the district schools is completed.

#### **TEACHER PERSONAL BUSINESS LEAVE DAY**

A teacher under contract for an entire school term shall be allowed two (2) days absence at full pay for personal reasons as determined by the teacher. This leave shall be non-cumulative and can be taken at the convenience of the teacher provided that it meets the following criteria:

It is not the day before or after a scheduled school holiday.

Teachers are discouraged from using these days during the month of May.

### **3.8—LICENSED PERSONNEL SICK LEAVE - OPTION A**

A teacher under contract shall be allowed one day sick leave at full pay for each month taught under the contract until a maximum of one hundred twenty (120) days has been accumulated. The total number of days which the teacher may receive under the present contract is effective on the date the teacher is required to report for work at the beginning of the school term. Teachers employed after the term begins or on a part-time basis may accumulate sick leave at the rate of one day for each month left in the school year.

#### **Definitions**

“Employee” is a full-time employee of the District.

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

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

“Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of one hundred twenty (120) days accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.<sup>1</sup>

“Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the teacher.

#### **Sick Leave**

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

Employees who are adopting or seeking to adopt a minor child or minor children may use up to fifteen (15) sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court, and bonding time. See also, 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.<sup>2</sup>

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

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

termination.

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

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unavailable, the teacher will lose a day's wages at his/her daily rate of pay.

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

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

#### **Sick Leave and Family Medical Leave Act (FMLA) Leave**

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help

make the applicability<sup>3</sup> determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accumulated sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accumulated sick leave, vacation or personal leave. See 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE .

#### **Sick Leave and Outside Employment**

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

The maximum number of days provided under this policy shall not exceed the one hundred and twenty (120) days accumulated at no expense to the teacher. For all absences in excess of those described above, a deduction in the amount of the employee's daily pay rate shall occur. Daily pay rate is calculated by dividing the total salary of the employee by the number of contracted days.



Sick leave covers sickness of a full-time teacher or the death or illness of the teacher's spouse, children, parents, grandparents, and/or other relatives living in the same household as the teacher. One day of sick leave may be allowed as unspecified bereavement. Sick leave shall also include any illness of the teacher including any disability connected with or resulting from pregnancy. Sick leave may be used for pregnancy or adoptive parent purposes.

In order for sick leave to be claimed, the teacher will notify the principal of the necessity of being absent. The teacher must complete a sick leave form and file with the principal upon return to work. An accurate, up-to-date record of all sick leaves will be maintained in the office of the superintendent. A physician's statement may be required for proof of illness or injury for the use of more than three (3) consecutive sick leave days. This policy shall not provide reimbursement for the unused portion of any sick leave accumulated by a teacher. A statement of accumulated sick days and personal business days will be provided.

The teacher may transfer up to ninety (90) days of unused sick leave to another school district in Arkansas. This school district will accept up to ninety (90) days unused sick leave from any district in Arkansas provided a statement of the number of days is received from the school district.

For employees who request leave under the Family Medical Leave Act, such leave shall run concurrently with accumulated sick leave until such leave is exhausted. After all paid sick leave is exhausted all further Family Medical Leave time shall be unpaid.

Any full-time employee, whose spouse is also a full-time employee of the school district, may use sick leave accumulated by that spouse, provided that the employee requiring the sick leave has no accumulated days of leave and the spouse consents in writing to the use of his/her accumulated days.

#### MILITARY LEAVE

The school district will follow requirements of Arkansas state law in regard to granting leave of absence for military and civil defense duty. See Ark. Code Ann. 6-17-306 in appendix.

#### BEREAVEMENT

Each teacher will be granted three (3) days of bereavement leave per school year in the event of the death of an immediate family member of the employee or employee's spouse. Immediate family member shall include mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, husband, wife, child, son-in-law, daughter-in-law, grandchild, grandparent or any relative living in the same household. Bereavement Leave Days are not accumulative. Sick leave days will be used for additional days needed.

## **VACATION LEAVE FOR 12 MONTH EMPLOYEES**

All twelve month employees shall be granted days off for vacation (10 per year) and the following holidays: July 4<sup>th</sup>, Labor Day, Thanksgiving holidays, Christmas Eve, Christmas, New Years, Memorial Day and one other holiday as granted by the school calendar. Vacation days may be accumulated up to twenty (20) days. The accumulated vacation days beyond twenty (20) will be forfeited after August 15<sup>th</sup> of each year.

All 241 day employees who have accumulated unpaid vacation days will be reimbursed for up to 20 days at their total daily rate of pay upon resignation or retirement from the school district.

### **3.8.1 ATTENDANCE INCENTIVE PROGRAM**

The Board and the Staff recognize that work attendance by teachers is important to the continuity of instruction. Also, the board and the association agree that good work attendance is a responsibility accepted by any teacher who executes a contract with the district. In an effort to reduce absenteeism by the teaching staff, the board and the association agree to adopt an Attendance Incentive Program.

1. \$500 per teacher will be allocated as an incentive award for those who use no sick leave during the school year, and \$100 per teacher allocated as an incentive award for those who use no business leave during the school year.
2. An individual who has accumulated ninety (90) days leave will be allowed three days combination business or sick leave before \$50 will be subtracted from the individual \$500 allocation for each day of sick leave used by the individual teacher, and \$50 will be subtracted from the \$100 allocated for each day of business leave used by the individual teacher.
3. The attendance incentive will be applicable to all certified personnel, including extended contract personnel, for the 190 teacher contract days.
4. Attendance incentive payment will be distributed to all certified personnel on the last workday under the 190 day teacher contract.
5. Personnel retiring under the Arkansas Teacher Retirement System with ten (10) or more years of service with Hope School District shall be rewarded at a rate of \$50 per day up to 120 days, for accumulated sick leave. Retiring is defined as having attained age 60 or having 25 years of credited service and beginning to receive retirement benefits from the Arkansas Teacher Retirement System. If a person is rehired after retiring, he/she must accumulate ten (10) years from the date of rehiring to receive this benefit again.

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

Date Adopted: 06/28/04  
Amended: 06/19/06  
Amended: 06/05/08  
Amended: 06/15/15  
Updated: 06/20/16

The Sick Leave Bank is set up to help members in recurring, chronic, or catastrophic illnesses or disabilities occurring to the member or to the member's immediate family as defined in Policy GBRIB (Sick Leave Policy). Routine parental leave does not qualify.

A member shall not be granted any days from the Sick Leave Bank until he/she has exhausted all other sources of leave. The member must use all personal days before requesting days from the Sick Leave Bank. All twelve (12) month employees must use all their vacation days as allowed in policy GBRIE before making a request. A member may not request more than a maximum of 20 days per contract year or one (1) day for each year of service to the Hope School District, whichever is greater.

#### **A. ELIGIBILITY**

1. The Sick Leave Bank is to be set up for certified employees of the Hope 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 or as stated in section B Maintenance, number 1.
3. An employee may become a member by enrolling no later than September 1. 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 (100 days). Failure to donate will result in termination of sick leave bank membership.
2. Members will only donate one (1) day at a time by submitting a signed release.
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 will not have to replace those days except as a regular contributing member.

5. Existing employees and new employees with accumulated sick leave days must use days already accumulated in lieu of appropriated days.

6. Those with no accumulated sick days would have to sacrifice one incentive (\$50) day.

### C. ADMINISTRATION

1. An eight (8) member committee will oversee the administration of the Sick Leave Bank with the assistance of the Superintendent. The committee will consist of 1 Administrator, 2 from Clinton Primary, 1 from Beryl Henry Elementary, 1 from Yerger, 2 from High School/Garland and 1 from the Personnel Policy Committee.

2. Each campus will elect representatives to 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 a member with experience serving). The first terms will consist of 2 and 3-year terms. The Sick Leave Bank Committee will elect a chairperson and a secretary who will keep records of all meetings.

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 activating the Sick Leave Bank, upon receipt of a Sick leave Request Form. This form is to be submitted to the Sick Leave Bank Chairperson 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.)

5. Upon receipt of application, the committee will call a meeting as soon as possible.

6. If the Sick Leave Bank Committee has questions concerning an application, the person or his/her representative submitting the application may be asked to meet with the committee before a decision is made.

### **3.10—LICENSED PERSONNEL PLANNING TIME**

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

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

**Notes:** The Arkansas Attorney General Opinion 2005-299 has declared that the teacher must be in control of the scheduling of this time. Therefore, any time scheduled by the District that conflicts with the teacher's 200 minutes of weekly planning time (for any purpose) must be compensated at the teacher's hourly rate of pay.

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

Date Adopted:6/15/15

Last Revised:

### **3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE**

**Date Adopted:** 6/05/08  
**Amended:** 6/15/15  
**Updated:** 6/20/16

#### **PROFESSIONAL LEAVE**

It shall be the policy of the Hope Public Schools to adhere to Ark. Code Ann. 6-17-702.

A teacher may be granted school business leave for worthwhile endeavors, including (1) accompanying students to contests, workshops, or events; and (2) teacher in-service events. All school business leave must have prior approval of the superintendent.

#### **EXCHANGE TEACHING**

The term “exchange teacher” applies both to teachers from foreign countries and to teachers from other American communities who come to our community on a direct exchange formally approved by the superintendent. Official arrangements will include assurances that the teacher is properly certified and qualified for work in the district schools.

Teachers may apply for and be granted a 12-month leave of absence to permit them to teach in schools in foreign countries. Teachers on leave for this purpose may also request and be granted a 12-month extension in time to permit a second year in such assignment. Upon returning to the district school system, the teacher will not ordinarily be granted another leave of absence for this same purpose until five additional years of teaching in the district schools is completed.

#### **TEACHER PERSONAL BUSINESS LEAVE DAY**

A teacher under contract for an entire school term shall be allowed two (2) days absence at full pay for personal reasons as determined by the teacher. This leave shall be non-cumulative and can be taken at the convenience of the teacher provided that it meets the following criteria:

It is not the day before or after a scheduled school holiday.

Teachers are discouraged from using these days during the month of May.

## **SICK LEAVE**

A teacher under contract shall be allowed one day sick leave at full pay for each month taught under the contract until a maximum of one hundred twenty (120) days has been accumulated. The total number of days which the teacher may receive under the present contract is effective on the date the teacher is required to report for work at the beginning of the school term. Teachers employed after the term begins or on a part-time basis may accumulate sick leave at the rate of one day for each month left in the school year.

The maximum number of days provided under this policy shall not exceed the one hundred and twenty (120) days accumulated at no expense to the teacher. For all absences in excess of those described above, a deduction in the amount of the employee's daily pay rate shall occur. Daily pay rate is calculated by dividing the total salary of the employee by the number of contracted days.

Sick leave covers sickness of a full-time teacher or the death or illness of the teacher's spouse, children, parents, grandparents, and/or other relatives living in the same household as the teacher. One day of sick leave may be allowed as unspecified bereavement. Sick leave shall also include any illness of the teacher **including any** disability connected with or resulting from pregnancy. Sick leave may be used for pregnancy or adoptive parent purposes.

In order for sick leave to be claimed, the teacher will notify the principal of the necessity of being absent. The teacher must complete a sick leave form and file with the principal upon return to work. An accurate, up-to-date record of all sick leaves will be maintained in the office of the superintendent. A physician's statement may be required for proof of illness or injury for the use of more than three (3) consecutive sick leave days. This policy shall not provide reimbursement for the unused portion of any sick leave accumulated by a teacher. A statement of accumulated sick days and personal business days will be provided.

The teacher may transfer up to ninety (90) days of unused sick leave to another school district in Arkansas. This school district will accept up to ninety (90) days unused sick leave from any district in Arkansas provided a statement of the number of days is received from the school district.

For employees who request leave under the Family Medical Leave Act, such leave shall run concurrently with accumulated sick leave until such leave is exhausted. After all paid sick leave is exhausted all further **Family**

Medical Leave time shall be unpaid.

Any full-time employee, whose spouse is also a full-time employee of the school district, may use sick leave accumulated by that spouse, provided that the employee requiring the sick leave has no accumulated days of leave and the spouse consents in writing to the use of his/her accumulated days.

## **MILITARY LEAVE**

The school district will follow requirements of Arkansas state law in regard to granting leave of absence for military and civil defense duty. See Ark. Code Ann. 6-17-306 in appendix.

## **BEREAVEMENT**



Each teacher will be granted three (3) days of bereavement leave per school year in the event of the death of an immediate family member of the employee or employee's spouse. Immediate family member shall include mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, husband, wife, child, son-in-law, daughter-in-law, grandchild, grandparent or any relative living in the same household. Bereavement Leave Days are not accumulative. Sick leave days will be used for additional days needed.

#### VACATION LEAVE FOR 12 MONTH EMPLOYEES

All twelve month employees shall be granted days off for vacation (10 per year) and the following holidays: July 4<sup>th</sup>, Labor Day, Thanksgiving holidays, Christmas Eve, Christmas, New Years, Memorial Day and one other holiday as granted by the school calendar. Vacation days may be accumulated up to twenty (20) days. The accumulated vacation days beyond twenty (20) will be forfeited after August 15<sup>th</sup> of each year.

All 241 day employees who have accumulated unpaid vacation days will be reimbursed for up to 20 days at their total daily rate of pay upon resignation or retirement from the school district.

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

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

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

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

Legal References:     A.C.A. § 12-12-913 (g) (2)  
                              Arkansas Department of Education Guidelines for “Megan’s Law”  
                              A.C.A. § 5-14-132

Date Adopted:6/15/15  
Last Revised:

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

Date Adopted: 6/15/15

The individual and personal rights and freedoms of district employees are no less than other citizens who are expected to assume the full responsibilities of citizens living in a democracy. These rights include voting or refraining from voting; discussing the social, political, and economic issues of the day in public meetings; participating actively in the political party of their choice by attending party functions, contributing to the support of the party, campaigning in the community for its candidates, serving as an official in the party, and subject to the conditions set forth in #3 below, becoming a candidate for public office and holding such office if elected or appointed.

The political activity of a staff member, however, must not compromise his/her professional integrity. He/She must not misuse his/her school position to prevent the academic process in the interests of his/her own political ambitions or those in a political group.

A school employee will, in sum, be free to act as he/she desires in the discharge of his/her political responsibilities unless it can be shown that his/her behavior is affecting his/her professional performance in a demonstrably deleterious manner or in violation of board policies and regulations.

Therefore,

1. School employees engaging in political activity will make it clear that they are speaking and acting as individuals and that they do not represent the school district nor the views of the board.
2. School employees will not engage in political activity on school premises during school hours. Regulations for the use of school buildings or groups are the same for employees as they are for other citizens of the district.
3. All employees of the Hope School District are free to exercise their rights as citizens and run for or accept appointment to public office if they so desire. However, employees should understand the following:
  - A. By law, a school board member may not work for the school district which he or she serves.
  - B. School districts may not grant any employee paid leave for the purpose of permitting the employee to engage in public service or related activities.
  - C. Employees may use their personal days and vacation days (if applicable) to engage in public service or related activities, with the prior approval of their (building principal/Superintendent.)
  - D. In addition, upon request to the school board, a minimum of five additional days of unpaid leave may be granted to the employee for the purposes of engaging in public service or related activities. If the employee's service can be replaced by the district, the employee will be responsible for reimbursing the district for the expense of a substitute employee.
  - E. Employees who attempt to use sick leave days fraudulently for any purpose, including to engage in public service or related activities, will face disciplinary action which could include non-renewal or termination of contract.

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

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

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

Legal Reference: A.C.A. § 16-31-106

Date Adopted:6/15/15

Last Revised:

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

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

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

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

Legal Reference: A.C.A. § 6-17-1209

Date Adopted:6/15/15

Last Revised:

### **3.16—LICENSED 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 the Superintendent a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Receipts totaling less than \$100 will be held until total receipts are equal to or greater than \$100. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property except to the extent they are used up or consumed or the purchased supplies and/or materials are intended/designed for use away from the school campus.

Reimbursement requests submitted by the 15th of the month) will be processed by the last day of the month. Allotments must be requested and used before March 1 of each school year. 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:6/15/15

Last Revised:

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

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

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

Legal Reference: A.C.A. § 6-17-106

Date Adopted:6/15/15

Last Revised:

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

When a person is hired on a regular, full-time basis, the board considers that it has given him full-time employment. Therefore, it will expect all employees to give the responsibilities of their district positions precedence over any types of outside work.

The outside work done by a staff member is of concern to the board insofar as it may:

1. Prevent the employee from performing his school responsibilities in an effective manner.
2. Prejudice his effectiveness in his position, or compromise or embarrass the school system.
3. Raise a question of conflict of interest -- for example, where the employee's position in the district gives him access to information or another advantage useful to the outside employer.

On the other hand, some types of outside professional assignments requested of and undertaken by a staff member--such as consultative work, college teaching, professional writing, etc.--reflect credit upon the school system and may contribute to the staff member's professional growth.

Therefore, the policy of this board on the outside employment of its staff members will be as follows:

1. An employee will not perform any duties related to an outside job during his regular working hours or during the additional time that he needs to fulfill the responsibilities of the position.
2. An employee will not use any district facilities, equipment, or materials in performing outside work.
3. Private tutoring for pay will not be allowed on school premises.
4. When the proposed work reflects credit on the professional abilities of district personnel and/or would contribute to their professional growth, certain exceptions may be made to 1 and 2 of this paragraph, provided this has the approval of the Superintendent.
5. It is recommended that an employee confers with his immediate supervisor before accepting any outside employment and discuss the prospective job in relation to the three points listed above.

Date Adopted: 6/15/15



### 3.19—LICENSED PERSONNEL EMPLOYMENT

The board of education shall conduct the school system on a non-discriminatory and non-segregated basis. In the employment of personnel, the board will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, handicap or age. All advertisements for employment will include the phrase “Equal Opportunity Employer”.

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

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

8. Past performance and evaluation

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

1. Number of years of administrative experience:

a) In this district

b) In any other district

2. Classification of school in which experience was attained

II. Subjective Consideration

- A. Past Performance
- B. Ability
- C. Leadership
- D. Personality

The board of education shall establish procedures by which subjective criteria will be implemented.

RECRUITMENT –  
PROFESSIONAL PERSONNEL

Policy Code : GBC  
Date Adopted: 6/15/15  
Date Up dated: 6/20/16

The board recognizes the Superintendent of schools as the chief executive officer of the board, and places upon him the responsibility for recommending the appointment of personnel. Although the Superintendent may assign to others certain duties respecting the appraisal of the qualifications of candidates, the final decision concerning the

recommendation of candidates shall be the responsibility of the Superintendent. All recruitment and hiring practices shall adhere strictly to applicable equal employment opportunity policies and regulations.

In an effort to recruit and maintain highly qualified teachers in the designated shortage areas of science, mathematics, special education and teachers of minority ethnicity, the district shall offer a one-time signing incentive payment of \$3000 to be paid in one installment at the conclusion of their initial teaching contract period. Funds used for this incentive shall be Title II A and Special Education VI B funds. The signing incentive amounts will be prorated for positions not contracted as a full-time assignment in the shortage area for the contracted year. Only one of the signing incentives will apply. Shortage area teachers must be licensed in the area in which they are receiving the incentive. Teachers hired in January will receive ½ (\$1500) at the end of that fiscal year and ½ (\$1500) in December of the following year.

## **HIRING**

The board of education shall employ personnel based upon the Superintendent's recommendations. As a minimum, all contracts shall comply with the form mandated by the State Board of Education.

1. The board of education shall be responsible for selecting and employing a Superintendent of schools who meets all the qualifications established by law, the State Department of Education, and the North Central Association of Colleges and Secondary Schools.
2. The Superintendent shall be employed on a three (3) year contract, and election of the Superintendent shall take place at the January meeting of the board. The Superintendent will have sixty (60) days to accept or reject the contract.
3. The Superintendent of schools shall be responsible to the board of education in seeing that all certified personnel meet the qualifications established by law, the board of education, and involved accrediting agencies.
4. All certified personnel of this school district, except the Superintendent of schools, shall be recommended by the Superintendent and approved by the board of education. If a candidate is not approved by the board, the Superintendent shall recommend another candidate.
5. All deputy and assistant Superintendents shall be employed at a February meeting of the board of education. Principals, assistant principals, and special services personnel will be employed at a February meeting.
6. Teachers:
  - A Employment of teachers in this school district will normally be in March and based on the following criteria:
    1. type of certification
    2. years of experience in teaching or coaching
    3. degree or degrees held
    3. endorsement in subject area
    4. number of hours beyond degree
    5. number of hours of voluntary participation in in-service training, workshops, seminars, etc.
    6. related occupational experience

7. past performance and evaluation

- B. No person shall be denied employment, re-employment or advancement on the basis of national origin, sex, race, or handicapping condition
- C. No classified employee shall be hired to work on a campus where the supervisor of that campus is certified and is the spouse/parent of the classified worker
- D. All school employees must satisfy the requirements of the Arkansas State Law, North Central, and policies of the board of education. Emergency waivers to these standards can be granted when deemed necessary by the Superintendent.

E. Any certified employee who has been hired on an emergency basis will be given a one year terminating contract. The board may issue additional one year terminating contracts when necessary and if the board sees evidence of the employee's work toward removal of the deficiency by the standards set by the Arkansas Department of Education guidelines

F. Act 1313 of 1997 requires that each first time applicant for a license issued by the State Board of Education and each applicant for his or her first license renewal on or after July 1, 1997, shall apply to the Identification Bureau of the Department of Arkansas State Police for a state and nationwide criminal records check, to be conducted by the Federal Bureau of Investigation. It is the policy of the Hope School District that the fee for such required background check is the responsibility of prospective or current employee.

Legal References:

A.C.A. 6-17-301 - 6-17-306.

A.C.A. 6-17-108

G. Each person hired for a position which allows or requires that the employee operate any type of motor 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. Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Diver Alcohol and Drug Testing Database.

Date Adopted: 6/15/15

POLICY NAME: HIRING SELECTION OF TEACHERS - PROFESSIONAL PERSONNEL

In regard to the selection of teachers, the staff will be guided by the following:

1. The board recommends that the Superintendent consider the current staff members for vacancies when vacancies exist within the school district, provided that said staff member wishes to be considered. The final decision for any recommendation to fill any vacancy is the responsibility of the Superintendent. This recommendation covers all professional positions except that of Superintendent. Should a vacancy occur, current staff members may apply for any vacancy by submitting an application to be considered for the position. The final decision for the selection of the Superintendent is the responsibility of the board.
2. All employees of the school system, except the Superintendent, shall be selected on nomination of the Superintendent. If a person nominated by the Superintendent is rejected by the board, it shall be the duty of the Superintendent to make another nomination. If the Superintendent of schools fails or refuses to make another nomination after the original nomination has been rejected, then it shall be the responsibility of the board to fill the position.
3. The Superintendent, before making nominations of teachers for employment, will confer with the principals, supervisors, and department heads, if applicable, under whom the teacher will work if employed. All persons being considered must have a current application on file.
4. An application form which reveals the essential personal and professional characteristics a teacher must have in order to be considered for employment will be used in the selection of teachers. Information received from the candidate's references and/or in a personal interview will also be considered.
5. Funds will be budgeted for making a thorough search for teaching talent, and for devising an adequate system of evaluation of teachers whose employment is being considered.
6. All professional personnel shall meet legal requirements as well as requirements of the State Department of Education.

Legal References:

Ark. Stat. Ann. §§ 80-509, 80-1304.

Date Adopted: 6/15/15

### **3.20—LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES**

#### **TRAVEL EXPENSES**

Reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by district employees and/or members of the Board of Directors on behalf of the district shall be done according to the following guidelines. Reimbursement may be made for travel which is at the request of, or has received prior approval from, the Superintendent and said employee's immediate supervisor. Such reimbursement shall be at a rate as set by the board in accordance with established procedures. Prior approval (properly completed and signed Travel Authorization Form) for all travel shall be obtained before any travel expenses can be incurred.

To the extent practicable, employees shall have the district pay initial conference and professional development registration fees and associated necessary materials. In the occasional circumstances where this is not practical, the district shall reimburse the employee for such fees if they were authorized in advance and are supported with proper receipts. Car pooling and sharing of hotel rooms are encouraged.

#### **EXPENSES NOT COVERED:**

- Alcoholic beverages;
- Entertainment expenses – including sports or sporting events or pay per view or game expense at hotels;
- Replacement or repair of personal property due to loss, damage, or theft;
- Discretionary expenses for items such as clothing or gifts;
- Medical expenses incurred while on route to or from or at the destination of the reason for the travel;
- Expenses for family members, friends, or other persons not school employees;
- Optional or supplementary insurance obtained by the employee for the period covered during travel;
- Tips;
- Expenses incurred for the personal convenience of the employee and/or expenses not required by reason of the travel or for school business (rental cars must be specifically approved by the Superintendent's office in advance of travel);

#### **RATES OF REIMBURSEMENTS**

Mileage allowance for privately owned vehicles when the employee is on official school business for the district equal to the state rate. The maximum mileage claimed should be determined by mileage, not an odometer reading. Mileage is calculated from Hope or the employee's home, whichever is closer to and from the approved destination. Only assigned personnel will be reimbursed for travel to school sponsored events (school district vehicles will be used whenever possible).

Reimbursement for out of state private car mileage cannot exceed the established rate of coach class airfare at the time of the travel authorization is submitted. Only assigned personnel will be reimbursed for travel to school

sponsored events (school district vehicles will be used whenever possible).

In-state reimbursement of expenses shall be as follows (unless approved in advance by the Superintendent):

- Hotels: \$120.00 per day plus taxes and parking (if applicable)
- Meals: \$50.00 per day

20% breakfast (\$10.00), 30% lunch (\$15, 50% dinner (\$25). (No deductions will be made for Continental Breakfast.) Any meal which is paid for as part of registration fees can not be a duplicative repay.

Out-of-state reimbursement of expenses shall be as follows (unless approved in advance by the Superintendent):

- Hotels: \$150.00 per day plus taxes and parking (if applicable)
- Meals: \$75.00 per day

Employees using commercial airlines for out-of-state travel should make travel arrangements and when possible have the school district billed directly. If not, airline receipts must be presented for each seating reimbursement. 20% breakfast, (15.00), 30% lunch (25.00), 50% dinner (\$35.00). (No deductions will be made for Continental Breakfast.) Any meal which is paid for as part of registration fees can not be a duplicative repay.

When a conference is held at a hotel, employees are encouraged to make hotel reservations on site as soon as possible.

#### IN-DISTRICT TRAVEL

In-district travel is allocated to administrative staff as part of position pay or fringe benefits. Teachers who travel between schools for split teaching assignments will be paid a monthly stipend of twenty dollars (\$20.00).

#### EDUCATIONAL EXPENSES

The board recognizes that as the curriculum is expanded and new educational programs are added to the district schools, some members of the faculty may require additional education to be qualified to implement the new programs. The board also recognizes the district's responsibility in sharing in the cost of this additional training under certain conditions. The criteria for reimbursement and expense elements allowed are as follows:

1. Requirement for the additional education must have been generated as the result of board action.
2. It must have been determined by the board to be more advantageous to the school district to provide additional training to existing faculty members than to hire additional staff with the required skills.
3. Faculty members who have been approved under the guidelines of 1 and 2 participating in a training program will be reimbursed for all tuition and fees.
4. Cash advance on expenses may be approved by the Superintendent if the need is justified.
5. Each case will be considered by the board.

Date Adopted: 6/15/15

Updated 6/20/16

### **3.21—LICENSED 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:6/15/15

Last Revised:



### **3.22—DRESS OF LICENSED EMPLOYEES**

Certified staff members should dress in a manner that reflects professionalism. Adults are models for all students in the school; therefore they have a responsibility to model appropriate dress. The image we project as professionals is associated with how we dress; the image of the school in the community is related to how all adults in the school dress. Reasonable accommodations shall be made by their appropriate supervisor for employees because of religious belief, cultural heritage, or medical reason.

Date Adopted:6/15/15

Last Revised:

### 3.23—LICENSED PERSONNEL POLITICAL ACTIVITY

The individual and personal rights and freedoms of district employees are no less than other citizens who are expected to assume the full responsibilities of citizens living in a democracy. These rights include voting or refraining from voting; discussing the social, political, and economic issues of the day in public meetings; participating actively in the political party of their choice by attending party functions, contributing to the support of the party, campaigning in the community for its candidates, serving as an official in the party, and subject to the conditions set forth in #3 below, becoming a candidate for public office and holding such office if elected or appointed.

The political activity of a staff member, however, must not compromise his/her professional integrity. He/She must not misuse his/her school position to prevent the academic process in the interests of his/her own political ambitions or those in a political group.

A school employee will, in sum, be free to act as he/she desires in the discharge of his/her political responsibilities unless it can be shown that his/her behavior is affecting his/her professional performance in a demonstrably deleterious manner or in violation of board policies and regulations.

Therefore,

1. School employees engaging in political activity will make it clear that they are speaking and acting as individuals and that they do not represent the school district nor the views of the board.
2. School employees will not engage in political activity on school premises during school hours. Regulations for the use of school buildings or groups are the same for employees as they are for other citizens of the district.
3. All employees of the Hope School District are free to exercise their rights as citizens and run for or accept appointment to public office if they so desire. However, employees should understand the following:
  - A. By law, a school board member may not work for the school district which he or she serves.
  - B. School districts may not grant any employee paid leave for the purpose of permitting the employee to engage in public service or related activities.
  - C. Employees may use their personal days and vacation days (if applicable) to engage in public service or related activities, with the prior approval of their (building principal/Superintendent.)
  - D. In addition, upon request to the school board, a minimum of five additional days of unpaid leave may be granted to the employee for the purposes of engaging in public service or related activities. If the

employee's service can be replaced by the district, the employee will be responsible for reimbursing the district for the expense of a substitute employee.

E. Employees who attempt to use sick leave days fraudulently for any purpose, including to engage in public service or related activities, will face disciplinary action which could include non-renewal or termination of contract.

Date Adopted:6/15/15

Last Revised:

### **3.24—LICENSED PERSONNEL DEBTS**

All employees are expected to meet their financial obligations. If an employee writes “hot” checks or has his income garnished, dismissal may result.

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

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

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

Date Adopted:6/15/15

Last Revised:

### **3.25—LICENSED PERSONNEL GRIEVANCES**

**Policy Code:** GAE  
**Date Adopted:** 05/17/93  
**Amended:** 06/14/99  
**Amended:** 06/28/04  
**Amended:** 06/18/07  
**Amended:** 06/05/08  
**Amended:** 07/19/10

**Policy Name:** GRIEVANCE PROCEDURE

It shall be the policy of the board of education (1) that any teacher, or group of teachers, who have a grievance related to personnel policies, salary, federal or state laws and regulation, or terms or conditions of employment shall have an opportunity to seek a solution to that grievance, provided he/she follows the procedures established by the board and (2) that any such teacher following these procedures shall have the assistance of the board and/or its administrative staff in finding a fair and equitable solution to the grievance as expeditiously as possible.

#### **TEACHER:**

The term “teacher” as used in this policy shall mean and include any person employed by the Hope Board of Education in a teaching, instructional, administrative, or supervisory capacity for which a teacher certificate issued by the Arkansas State Department of Education is required as a condition of employment in such position.

#### **RIGHTS OF TEACHERS TO REPRESENTATION:**

No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or board against any aggrieved teacher, any party in interest, any association representative, or any other participant in the grievance procedure by reason of such participation.

A teacher may be represented at all stages of the grievance procedure by himself/herself, or by a person or persons of his or her own choosing, but not by a member of the teacher’s immediate family at any level. A group of employees who have the same grievance may file a group

grievance. At the hearing, the employee shall have an adequate opportunity to present the grievance, but no less than ninety (90) minutes unless the employee agrees to a time less than ninety minutes.

All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in or made a part of the personnel file of any participant.

#### GRIEVANCE FORMS:

Forms for filing grievances, serving notices, taking appeals, making reports, recommendations, and other necessary documents will be prepared by the Superintendent.

#### LEVELS OF PROFESSIONAL GRIEVANCE PROCESSING:

Level One . . . Principal or Immediate Supervisor

Level Two . . . Superintendent

Level Three. . Board of Education

#### PROFESSIONAL GRIEVANCE PROCEDURE

#### LEVEL ONE - PRINCIPAL OR IMMEDIATE SUPERVISOR

The aggrieved teacher should request an informal conference with his principal or other immediate supervisor within a reasonable time after he becomes aware of the grievance. At this conference the aggrieved teacher either directly or through the teacher's representative, shall seek to resolve the matter informally. If the matter cannot be resolved informally the teacher may file a written grievance within ten (10) days. The principal or immediate supervisor will respond with writing within five (5) days.

An aggrieved teacher may elect to go directly to level three. This will apply only if the matter is not resolved at level one and the level two (Superintendent) is related to one of the parties.

## LEVEL TWO - SUPERINTENDENT

(A) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after the grievance is presented he/she may file the grievance in writing with the Superintendent.

(B) Within five (5) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved teacher and his/her representative in an effort to resolve it.

## LEVEL THREE--BOARD OF EDUCATION

If the aggrieved teacher is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) school days after meeting with the Superintendent, he/she may request a hearing before the board of education. The board shall grant the request provided it is made in writing to the Board of Education in care of the Superintendent of Schools or the President of the Board at least one week in advance of a scheduled meeting of the board. The board will report its final decision within ten days following completion of the hearing.

## LEVEL I WRITTEN GRIEVANCE

Employees

### STEP 1

Person From: \_\_\_\_\_, Grieving

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

Subject: \_\_\_\_\_

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

Description of happening:

\_\_\_\_\_  
(Signature)

(To be completed by the Immediate Supervisor.)

STEP 2

Date Forwarded: \_\_\_\_\_

Response to grievance: \_\_\_\_\_

\_\_\_\_\_  
Supervisor) (Signature of Immediate

\_\_\_\_\_  
Date



LEVEL 2 GRIEVANCE FORM

STEP 3:

From:

---

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(Grieving Person)

To:

---

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(Superintendent of Schools)

Date:

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(Grievance Report level I must be attached.)

STEP 6:

Date of Level 3 Grievance Form Received:

---

Date of Response to Level 3 Grievance Form:

---

Response to Level 3 Grievance Form:

---

Signature of President  
Board of Education

---

Date

STEP 5:

From: \_\_\_\_\_,  
Grieving Person

To: \_\_\_\_\_, Hope School  
Board of Education

Subject: \_\_\_\_\_

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

Attach: Grievance Report Level I and Level 2

LEVEL 3 GRIEVANCE FORM

---

Signature

3.25F—LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM

Name: \_\_\_\_\_

Date submitted to supervisor: \_\_\_\_\_

Personnel Policy grievance is based upon:

\_\_\_\_\_

Grievance (be specific): \_\_\_\_\_

\_\_\_\_\_

What would resolve your grievance? \_\_\_\_\_

Supervisor's Response

Date submitted to recipient: \_\_\_\_\_

Date Adopted:6/15/15

Last Revised:

### **3.26—LICENSED PERSONNEL SEXUAL HARASSMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

Date Adopted:6/15/15

Last Revised:

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

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

Date Adopted:6/15/15

Last Revised:

### **3.28—LICENSED PERSONNEL COMPUTER USE POLICY**

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

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

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

**Note:** This policy is similar to Policy 8.22. If you change this policy, review 8.22 at the same time to ensure applicable consistency between the two.

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

Date Adopted:6/15/15  
Last Revised:

### 3.28F—LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

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

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

The \_\_\_\_\_ School District agrees to allow the employee identified above (“Employee”) to use the district’s technology to access the Internet under the following terms and conditions:

1. Conditional Privilege: The Employee’s use of the district’s access to the Internet is a privilege conditioned on the Employee’s abiding by this agreement.
2. Acceptable Use: The Employee agrees that in using the District’s Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee’s use of the District’s Internet access interfere with, or detract from, the performance of his/her job-related duties.
3. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up to and including termination.
4. “Misuse of the District’s access to the Internet” includes, but is not limited to, the following:
  - a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
  - b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
  - c. posting anonymous messages on the system;
  - d. using encryption software;
  - e. wasteful use of limited resources provided by the school including paper;
  - f. causing congestion of the network through lengthy downloads of files;
  - g. vandalizing data of another user;
  - h. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
  - i. gaining or attempting to gain unauthorized access to resources or files;
  - j. identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
  - k. using the network for financial or commercial gain without district permission;
  - l. theft or vandalism of data, equipment, or intellectual property;
  - m. invading the privacy of individuals;
  - n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
  - o. introducing a virus to, or otherwise improperly tampering with, the system;
  - p. degrading or disrupting equipment or system performance;
  - q. creating a web page or associating a web page with the school or school district without proper authorization;



- r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- s. providing access to the District's Internet Access to unauthorized individuals; or
- t. taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- u. making unauthorized copies of computer software;
- v. personal use of computers during instructional time; or
- w. Installing software on district computers without prior approval of technology director or his/her designee.

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

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

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

Employee's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Date Adopted:6/15/15  
Last Revised:

### **3.29—LICENSED PERSONNEL SCHOOL CALENDAR**

The PPC will develop the calendar, and shall accept or consider recommendations from any staff member or group wishing to make calendar proposals. The PPC shall have the time prescribed by law and/or policy in which to make any suggested changes before the superintendent presents it to the board to for adoption.

The \_\_\_\_\_ School District shall operate by the following calendar. (Insert your school calendar here.)

**Note:** A.C.A. § 6-17-201 which was amended by Act 1120 of 2003 requires that personnel policies include the annual calendar, holidays and non-instructional days, and designation of workdays. While we feel that this phrasing is redundant, to be in compliance with the Act be sure that the calendar spells out which days are holidays, non-instructional days, and work days.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 6/15/15

Last Revised:

### **3.30—PARENT-TEACHER COMMUNICATION**

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

Teachers are required to communicate during the school year with the parent(s), legal guardian(s), or care-giving adult or adults in a student's home to discuss the student's academic progress unless the student has been placed in the custody of the Department of Human Services and the school has received a court order prohibiting parent or legal guardian participation in parent/teacher conferences<sup>1</sup>. 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.

Note: <sup>1</sup> A.C.A. § 9-28-113(b)(6) provides that when the court transfers custody of a child to the Department of Human Services, the court shall issue an order stating whether the parent or legal guardian may participate in parent/teacher conferences.

Legal References: 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: 6/15/15

Last Revised:

### **3.31—DRUG FREE WORKPLACE - LICENSED PERSONNEL**

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

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

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

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

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

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

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

Any 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 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>.

This policy is similar to Policy 8.28. If you change this policy, review 8.28 at the same time to ensure consistency between the two.

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

Date Adopted: 6/15/15

Last Revised:

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

#### **CERTIFICATION**

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

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

#### **SECTION ONE**

##### **Definitions:**

**Eligible Employee:** is an employee who has 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.<sup>1</sup>

**FMLA:** is the Family Medical Leave Act

**Health Care Provider:** is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices. It also includes any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

**Instructional Employee:** is a teacher whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include administrators, counselors, librarians, psychologists, or curriculum specialists who are included under the broader definition of "eligible employee" (to the extent the employee has been employed for 12 months).

**Intermittent leave:** is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time.

**Next of Kin:** used in respect to an individual, means the nearest blood relative of that individual.

**Parent:** is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter. This term does not include parents "in-law."

**Serious Health Condition:** is an injury, illness, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or continuing treatment by a health care provider.



Son or daughter, for numbers 1, 2, or 3 below: is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence.

Year: the twelve (12) month period of eligibility shall begin on July first of each school-year.<sup>2</sup>

**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 as amended shall govern.

**Leave Eligibility**

The District will grant up to twelve (12) weeks of leave in a year in accordance with the Family Medical Leave Act of 1993 (FMLA) as amended to its eligible employees for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
5. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. (See Section Two)
6. To care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury. (See Section Two)

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

A husband and wife who are both eligible employees employed by the District may not take more than a combined total of 12 weeks of FMLA leave for reasons 1, 2, 3 and 5.

**Provisions Applicable to both Sections One and Two**

**District Notice to Employees**

The District shall post, in conspicuous places in each school within the District where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.<sup>3</sup>

### **Designation Notice to Employee**

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave.<sup>4</sup> If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability<sup>5</sup> determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.<sup>6</sup>

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

### **Concurrent Leave Under the FMLA**

All FMLA leave is unpaid unless substituted by applicable accrued leave. The District requires employees to substitute any applicable accrued leave (in the order of sick , personal, or vacation leave as may be applicable) for any period of FMLA leave.<sup>3</sup>

### **Health Insurance Coverage**

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan which apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.<sup>7</sup>

The District has the right to pay an employee's unpaid insurance premiums during the employee's unpaid FMLA leave to maintain the employee's coverage during his/her leave. The District may recover the employee's share of any premium payments missed by the employee for any FMLA leave period during which the District maintains health coverage for the employee by paying the his/her share. Such recovery shall be made by offsetting the employee's debt through payroll deductions or by other means against any monies owed the employee by the District.

An employee who chooses to not continue group health plan coverage while on FMLA leave, is entitled to be reinstated on the same terms as prior to taking the leave, including family or dependent coverages, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.<sup>8</sup>

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 employee fails to return to work due to the continuation, reoccurrence, or onset of a serious health condition that entitles the employee to leave under reasons 3 or 4 listed above; and/or
- b. Other circumstances exist beyond the employee's control.

Circumstances under "a" listed above shall be certified by a licensed, practicing health care provider verifying the employee's inability to return to work.

### **Reporting Requirements During Leave**

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two weeks<sup>9</sup> during FMLA leave of their current status and intent to return to work.

### **Return to Previous Position**

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee may not be restored to a position requiring additional licensure or certification.

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

### **Provisions Applicable to Section One**

#### **Employee Notice to District**

### Foreseeable Leave:

When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the District with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may delay the FMLA coverage of such leave until 30 days after the date the employee provides notice.

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

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

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

### Unforeseeable Leave:

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

### Medical Certification

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

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

- a. The original certification is for a period greater than 30 days. In this situation, the District may require a recertification after the time of the original certification expires, but in any case, the District may require a recertification every six (6) months.
- b. The employee requests an extension of leave;

- c. Circumstances described by the previous certification have changed significantly; and/or
- d. The district receives information that casts doubt upon the continuing validity of the certification.

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

No second or third opinion on recertification may be required.

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

### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.<sup>10</sup>

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

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will not be charged for any paid leave accrued by the employee. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

### **Return to Work<sup>11</sup>**

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

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

### Failure to Return to Work:

In the event that an employee is unable or fails to return to work, 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 or Reduced Schedule Leave

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

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

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

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

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

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

If the employee chooses to transfer to an alternative position it shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be

placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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

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

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

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

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

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

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

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

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

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

## **SECTION TWO**

### **FMLA LEAVE CONNECTED TO MILITARY SERVICE**

#### **Leave Eligibility**

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

#### **QUALIFYING EXIGENCY**

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.<sup>12</sup>

### **Definitions:**

#### **Covered active duty means**

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

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

### **Certification**<sup>11</sup>

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

### **Employee Notice to District**

#### **Foreseeable Leave:**

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

#### **Unforeseeable Leave:**

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



**Substitution of Paid Leave**

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

**Intermittent or Reduced Schedule Leave**

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

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

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

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

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

**SERIOUS ILLNESS**

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

**Definitions:**

Covered Service Member is

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

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

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

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

Serious Injury or Illness:

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

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

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

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

If husband and wife are both eligible employees employed by the District, the husband and wife are entitled to a combined total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member** with a serious injury or illness as defined in this policy. A husband and wife who care for such a covered service member continues to be limited to a combined total of 12 weeks FMLA leave for reasons 1 through 3 in Section One and for any qualifying exigency during a year as defined in this policy. For example, a husband and wife who are both eligible employees and who care for such a covered service member for 16 weeks during a 12 month period could only take a combined total of 10 weeks for reasons 1 through 3 in Section One and for any qualifying exigency.



## **Medical Certification**<sup>14</sup>

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

## **Employee Notice to District**

### **Foreseeable Leave:**

When the need for leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury is clearly foreseeable at least 30 days in advance, the employee shall provide the District with not less than 30 days' notice before the date the leave is to begin of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may delay the FMLA coverage of such leave until 30 days after the date the employee provides notice.

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

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

### **Unforeseeable Leave:**

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

## **Substitution of Paid Leave**

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

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

To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury shall provide the District with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave.

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

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date Adopted: 6/15/15

Last Revised:

\* 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.

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

Employees are eligible for benefits under the Family Medical Leave Act when the district has fifty (50) or more employees.

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

Date Adopted: 6/15/15  
Last Revised:

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

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

Extra responsibilities that make demands on a teacher's time before or beyond the contracted day will be compensated as per law.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 6/15/15  
Last Revised:6/20/2016



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

District staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business.

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

Legal Reference:      IRS Publication 15 B

Date Adopted: 6/15/15

Last Revised:

### 3.35—LICENSED PERSONNEL BENEFITS

Policy Name:

SALARY DEDUCTIONS

Policy Code: GAL  
Date Adopted: 05/17/93  
Amended: 06/14/99

Salary deductions which are considered statutory shall be deducted in accordance with applicable laws and regulations. The board of education may authorize voluntary deductions. Certified personnel shall sign a form authorizing all voluntary continuous payroll deductions and verifying knowledge of all board regulations governing these deductions.

A. COMPULSORY DEDUCTIONS - adjusted as required by law:

1. State Income Tax - deducted monthly
2. Federal Income Tax - deducted monthly
3. Teacher Retirement - deducted monthly (unless non-contributory)
4. Social Security - deducted monthly
5. Medicare - deducted monthly

B. PAYROLL DEDUCTIONS

1. The Superintendent is authorized to withhold such professional dues as may be appropriate provided there is a request bearing the manual signature of the teacher. This request shall be filed and shall be subject to audit. The Superintendent may withhold this amount from the salary of the teacher in ten (10) equal installments beginning in September of each year provided the proper authorization is provided by the teacher. Employees hired after September 1, who choose to join a professional organization, may have the dues deducted in the same amount for the balance of the year as other employees. The school district shall transmit dues upon deduction to the proper professional organization.

The head of the local professional organization agrees to provide the payroll clerk, by August 15 of each year, the name and address of the professional organization to whom dues are to be transmitted, the amount of the dues to be deducted, and a list of those individuals who have authorized continuing payroll deductions.

2. State health and life insurance: The district provides for a basic health, life and accidental death insurance policy for all certified personnel who desire such coverage. The cost of the individual plan varies, based on the district's contribution. Family coverage is also available at an additional premium. Certified personnel who are currently enrolled in the state health insurance program and need to make a change in their coverage must do so by March 10 (effective April 1) September 10 (effective October 1) of each year.

Personnel who are not members and desire to join the program may do so at approved enrollment time. Personnel who are employed during the school year may join the program by making application.

All personnel who are first time employees to the district will be given an opportunity to join them during preschool workshop. Personnel who transfer to the district and are members of the program must notify the central office to insure continuous coverage.

3. Tax annuity: Tax annuity deductions are available for certified personnel. The fringe benefit furnished by the district may not be used for this purpose due to tax regulations. Tax annuity services are available from specified companies via payroll deductions.

4. Dental Insurance: A dental insurance program is available to all certified personnel. The cost of the insurance varies with the plan chosen: family or individual. Enrollment must be done at the beginning of school for new staff members.

#### C. SCHOOL FRINGE BENEFIT

The school provides a fringe benefit which certified personnel may choose to use in one of the following plans: cancer insurance, income disability insurance, state health insurance, life insurance, dental insurance. (If the fringe benefit is not utilized, it is forfeited by the employee.) At the beginning of the school year, certified personnel are given the opportunity to choose the plan they desire. Individual representatives will come to the school and discuss plans provided. Certified personnel may choose to participate or not and may choose one or more plans provided they assume the added cost.

#### D. PAYROLL DEDUCTIONS

Payroll deductions for these plans will be for either ten checks or twelve checks as follows:

1. Twelve month deductions
  - a. Dental Insurance
  - b. State health, life, and accidental death insurance
  - c. Credit union
  
2. Ten month deductions
  - a. Cancer insurance

- b. Income disability insurance
- c. Life insurance
- d. Tax annuity
- e. Professional dues
- f. Credit union

E. SECTION 125

The school district has implemented a Section 125 program for all eligible employees. This program enables the employee to exempt from taxable income the following kinds of expenses:

- Approved medical premiums
- Group life premiums
- Dental insurance premiums
- Cancer insurance premiums
- Day care expenses
- Medical expenses (non-reimbursed by insurance)
- Third party insurance premiums

Participation in the Section 125 program is optional.

Participation will not affect future teacher retirement benefits, but may reduce total social security benefits at retirement.

Legal References:

AC.A. 6-17-803, 6-17-804, 6-17-805, 24-723, 6-17-908.

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Legal References:

A.C.A. 6-17-803, 6-17-804, 6-17-805, 24-723, 6-17-908.



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

For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act A.C.A. §§ 6-17-1501 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: 6/15/15

Last Revised:

### **3.37—ASSIGNMENT OF TEACHER AIDES**

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 6/15/15

Last Revised:

### 3.38—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

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

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

#### **Definitions:**

**Attribute** means an actual or perceived personal characteristic including without limitation race, color, religion, ancestry, national origin, socioeconomic status, academic status, disability, gender, gender identity, physical appearance, health condition, or sexual orientation;

**Bullying** means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that may address an attribute of the other student, public school employee, or person with whom the other student or public school employee is associated and that causes or creates actual or reasonably foreseeable:

- Physical harm to a public school employee or student or damage to the public school employee's or student's property;
- Substantial interference with a student's education or with a public school employee's role in education;
- A hostile educational environment for one (1) or more students or public school employees due to the severity, persistence, or pervasiveness of the act; or
- Substantial disruption of the orderly operation of the school or educational environment;



**Electronic act** means without limitation a communication or image transmitted by means of an electronic device, including without limitation a telephone, wireless phone or other wireless communications device, computer, or pager that results in the substantial disruption of the orderly operation of the school or educational environment.

Electronic acts of bullying are prohibited whether or not the electronic act originated on school property or with school equipment, if the electronic act is directed specifically at students or school personnel and maliciously intended for the purpose of disrupting school, and has a high likelihood of succeeding in that purpose;

**Harassment** means a pattern of unwelcome verbal or physical conduct relating to another person's constitutionally or statutorily protected status that causes, or reasonably should be expected to cause, substantial interference with the other's performance in the school environment; and

**Substantial disruption** means without limitation that any one or more of the following occur as a result of the bullying:

- Necessary cessation of instruction or educational activities;
- Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;
- Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or
- Exhibition of other behaviors by students or educational staff that substantially interfere with the learning environment.

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

1. Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
5. Demeaning humor relating to a student's race, gender, ethnicity or actual or perceived attributes,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,

8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings,
10. Threats of harm to student(s), possessions, or others,
11. Sexual harassment, as governed by policy 3.26, is also a form of bullying, and/or
12. Teasing or name-calling based on the belief or perception that an individual is not conforming to expected gender roles (Example: “Slut”) or conduct or is homosexual, regardless of whether the student self-identifies as homosexual (Examples: “You are so gay.” “Fag” “Queer”).

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 6/15/15

Last Revised:

### **3.39—LICENSED PERSONNEL RECORDS AND REPORTS**

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

Legal Reference: A.C.A. § 6-17-104

Date Adopted: 6/15/15

Last Revised:



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

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

The duty to report suspected child abuse or maltreatment is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief<sup>1</sup>. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

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

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

<sup>1</sup> This is a delicate matter and the district would be wise to avail itself of professional development in this area available from DHS and other sources. Act 1236 of 2009, codified at A.C.A. § 6-61-133, requires professional development related to child maltreatment for licensed employees. Language to this effect has been added to policy 3.6—LICENSED PERSONNEL EMPLOYEE TRAINING.

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

Date Adopted: 6/15/15  
Last Revised:

### **3.41—LICENSED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING**

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

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

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

The district, including building level and district administrators, district security coordinator, and school resource officers, shall retain copies of video recordings until they are erased which may be accomplished by either deletion or copying over with a new recording.

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

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

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

Date Adopted: 6/15/15

Last Revised:

### **3.42—RELEASE OF STUDENT'S FREE AND REDUCED PRICE MEAL ELIGIBILITY**

## INFORMATION

As part of the district's participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data's confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information<sup>1</sup> as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

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

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

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

Legal References: Commissioner's Memos IA-05-018, FIN 09-041, and IA 99-01ADE Eligibility Manual for School Meals Revised July 2008  
7 CFR 210.1 – 210.31  
7 CFR 220.1 – 220.22  
42 USC 1758(b)(6)

Date Adopted: 6/15/15  
Last Revised:

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

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

Legal References: A.C.A. § 6-17-401

Date Adopted: 6/15/15

Last Revised:



### **3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION**

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

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

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

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

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

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

Cross Reference: 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

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

Date Adopted: 6/15/15

Last Revised:6/20/16

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

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

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

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

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

#### **Definitions:**

Social networking websites are online groups of Internet users allowing communication between multiple individuals. The fundamental purpose of social networking websites is to socialize. Examples include, but are not limited to, Facebook, MySpace, and Twitter. Staff members are discouraged from creating personal social networking sites to which they invite students to be friends or followers.<sup>1</sup> Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

Professional/education social networks are education oriented websites designed to allow and encourage teachers and students to communicate and collaborate around school subjects and projects. District employees may set up blogs and other professional/education social networking accounts using District resources and following District guidelines<sup>1</sup> to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social networks during school hours is permitted.

Blogs are a type of networking and can be either social or professional in their orientation. Professional blogs are encouraged and can provide a place for teachers to post homework, keep parents up-to-date, and interact

with students concerning school related activities. Social blogs are discouraged to the extent they involve teachers and students in a non-education oriented format.

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

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

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

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:<sup>2</sup>

Notes: While this policy is not required by any statute, ASBA strongly recommends adopting it after consulting with staff for localizing purposes.

This policy is similar to policy 8.37. If you change this policy, review 8.37 at the same time to ensure applicable consistency between the two.

<sup>1</sup> The policy's separate definitions for "social networking websites" and "professional/education social networks" are important. Districts are encouraged to establish "professional/education social networks" as an acceptable means of teacher and district communication with students and parents. This can serve to discourage inappropriate staff/student interactions on "social networking websites." ASBA strongly suggests using the discussions for modifying/personalizing this policy as a means for generating the

acceptable guidelines and procedures for staff creation of private “professional/education social networks”. We recommend **NOT** incorporating the guidelines into the policy, but have them available for all staff to review. Incorporating them into the policy will make it much harder to change them if the need arises.

<sup>2</sup> What is and is not acceptable staff/student interaction on social networking websites is an education community decision, and will vary from district to district. As a general rule, the greater the degree of real-life connections and interactivity between staff and students that normally occur in the community, the greater the tolerance will be for virtual connections and interactivity. Use the following list to help guide discussions with staff to determine which items should be included in the policy and with what modifications/stipulations. It is as important to include in the policy what **is** permitted as what **is not** permitted. Your discussions may elicit additional bullets to include in the policy.

- Sharing personal landline or cell phone numbers with students;
- Text messaging students;
- Emailing students other than through and to school controlled and monitored accounts;
- Soliciting students as friends or contacts on social networking websites;
- Accepting the solicitation of students as friends or contacts on social networking websites;
- Creation of administratively approved and sanctioned “groups” on social networking websites that permit the broadcast of information without granting students access to staff member’s personal information;
- Sharing personal websites or other media access information with students through which the staff member would share personal information and occurrences.

Legal Reference: RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS EDUCATORS

Date Adopted: 6/15/15

Last Revised:

### 3.46—LICENSED PERSONNEL VACATIONS

Policy Code:	GBRI
Date Adopted:	06/05/08
Amended:	07/19/10

#### PROFESSIONAL LEAVE

It shall be the policy of the Hope Public Schools to adhere to Ark. Code Ann. 6-17-702.

A teacher may be granted school business leave for worthwhile endeavors, including (1) accompanying students to contests, workshops, or events; and (2) teacher in-service events. All school business leave must have prior approval of the superintendent.

#### EXCHANGE TEACHING

The term “exchange teacher” applies both to teachers from foreign countries and to teachers from other American communities who come to our community on a direct exchange formally approved by the superintendent. Official arrangements will include assurances that the teacher is properly certified and qualified for work in the district schools.

Teachers may apply for and be granted a 12-month leave of absence to permit them to teach in schools in foreign countries. Teachers on leave for this purpose may also request and be granted a 12-month extension in time to permit a second year in such assignment. Upon returning to the district school system, the teacher will not ordinarily be granted another leave of absence for this same purpose until five additional years of teaching in the district schools is completed.

#### TEACHER PERSONAL BUSINESS LEAVE DAY

A teacher under contract for an entire school term shall be allowed two (2) days absence at full pay for personal reasons as determined by the teacher. This leave shall be non-cumulative and can be taken at the convenience of the teacher provided that it meets the following criteria:

- (1) The principal is notified three days in advance.
- (2) It is not the day before or after a scheduled school holiday.
- (3) A suitable substitute can be found by the principal.

Teachers are discouraged from using these days during the month of May.

## SICK LEAVE

A teacher under contract shall be allowed one day sick leave at full pay for each month taught under the contract until a maximum of one hundred twenty (120) days has been accumulated. The total number of days which the teacher may receive under the present contract is effective on the date the teacher is required to report for work at the beginning of the school term. Teachers employed after the term begins or on a part-time basis may accumulate sick leave at the rate of one day for each month left in the school year.

The maximum number of days provided under this policy shall not exceed the one hundred and twenty (120) days accumulated at no expense to the teacher. For all absences in excess of those described above, a deduction in the amount of the employee's daily pay rate shall occur. Daily pay rate is calculated by dividing the total salary of the employee by the number of contracted days.

Sick leave covers sickness of a full-time teacher or the death or illness of the teacher's spouse, children, parents, grandparents, and/or other relatives living in the same household as the teacher. One day of sick leave may be allowed as unspecified bereavement. Sick leave shall also include any illness of the teacher including any disability connected with or resulting from pregnancy. Sick leave may be used for pregnancy or adoptive parent purposes.

In order for sick leave to be claimed, the teacher will notify the principal of the necessity of being absent. The teacher must complete a sick leave form and file with the principal upon return to work. An accurate, up-to-date record of all sick leaves will be maintained in the office of the superintendent. A physician's statement may be required for proof of illness or injury for the use of more than three (3) consecutive sick leave days. This policy shall not provide reimbursement for the unused portion of any sick leave accumulated by a teacher. A statement of accumulated sick days and personal business days will be provided.

The teacher may transfer up to ninety (90) days of unused sick leave to another school district in Arkansas. This school district will accept up to ninety (90) days unused sick leave from any district in Arkansas provided a statement of the number of days is received from the school district.

For employees who request leave under the Family Medical Leave Act, such leave shall run concurrently with accumulated sick leave until such leave is exhausted. After all paid sick leave is exhausted all further Family Medical Leave time shall be unpaid.

Any full-time employee, whose spouse is also a full-time employee of the school district, may use sick leave accumulated by that spouse, provided that the employee requiring the sick leave has no accumulated days of leave and the spouse consents in writing to the use of his/her accumulated days.

## MILITARY LEAVE

The school district will follow requirements of Arkansas state law in regard to granting leave of absence for military and civil defense duty. See Ark. Code Ann. 6-17-306 in appendix.

## BEREAVEMENT

Each teacher will be granted three (3) days of bereavement leave per school year in the event of the death of an immediate family member of the employee or employee's spouse. Immediate family member shall include mother,

mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, husband, wife, child, son-in-law, daughter-in-law, grandchild, grandparent or any relative living in the same household. Bereavement Leave Days are not accumulative. Sick leave days will be used for additional days needed.



### **3.47—DEPOSITING COLLECTED FUNDS**

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit such funds they have collected daily<sup>1</sup> into the appropriate accounts for which they have been collected. The Superintendent or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

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

Notes: This policy is similar to policy 8.39—DEPOSITING COLLECTED FUNDS. If you change this policy, review 8.39 at the same time to ensure consistency between the two.

<sup>1</sup>“Daily” is a suggested length of time that aligns with policy 7.7. You may select a different time period, but if you change it, be sure to change policy 7.7 to match. The reason for this policy and the shorter timeline is to protect both the district and the teachers from possible overnight theft which is only covered by insurance if there are receipts to prove the existence of the funds and even then, there is a deductible (often \$1000). It could often be the case that the receipts and the funds would be in the same envelope and be stolen at the same time. Bottom line is that the daily timeline is to protect both the district and the teacher.

Date Adopted: 6/15/15

Last Revised:

### 3.48—LICENSED PERSONNEL WEAPONS ON CAMPUS

#### Firearms

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

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

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

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

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

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

                          A.C.A. § 5-73-301  
A.C.A. § 5-73-306

Date Adopted: 6/15/15  
Last Revised:

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

Note and advisement: This policy is adopted by the Board of Directors in order to bring the District into compliance with ADE rules concerning student discipline, and to incorporate the provisions of A.C.A. § 6-18-511. However, teachers should be aware that federal law governing a student's Individual Education Program (IEP) or 504 plan, or status as an individual with a disability will supersede Arkansas law. In many cases, removing a student from a classroom due to behavioral problems, will violate a student's IEP, violate a student's 504 plan, or constitute discrimination against the student due to a disability that affects the student's ability to conform his or her behavior. Teachers have been successfully sued for IEP and 504 plan violations in other jurisdictions, and teachers need to understand that violating a student's rights is outside of the scope of his or her employment, and no insurance is available or provided by the school district for either legal defense or to pay a money judgment. Teachers who rely on this law and this policy to exclude a student with special needs or a disability are assuming a grave personal risk.<sup>1</sup>

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

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

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

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

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

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

Legal References: A.C.A. § 6-18-511  
Arkansas Department of Education Guidelines for the Development, Review and Revision of

School District Student Discipline and School Safety Policies

Date Adopted: 6/15/15

Last Revised

### 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION

#### Continuing Administrators

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

#### Newly Hired or Promoted Administrators

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

Legal Reference: Arkansas Department Of Education Rules Governing The Teacher Excellence And Support System 4.07.2

Date Adopted: 6/15/15

Last Revised:

### **3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES**

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

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

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

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

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

Legal Reference: A.C.A. § 6-19 -120

Date Adopted: 6/15/15

Last Revised:

### 3.52—LICENSED PERSONNEL HEALTH CARE COVERAGE REPORTING

#### Definitions

"ACA" is the Affordable Care Act

"Full-time employee" means a licensed employee who is normally expected to work at least nine hundred (900) hours a year.

"Responsible individual" means a primary insured employee who, as a parent or spouse, enrolls one or more individuals in a district's health care plan.

"Tax Identification Number (TIN)" means an individual's social security account number.<sup>1</sup>

#### TIN Reporting

All licensed employees are required to complete and return 3.52F- Health Care Coverage and TIN Report Form<sup>2</sup> by no later than October 1 of each year. All employees that meet the **above** definition of a responsible individual are required to include the name, date of birth, and TIN of any dependent that receives health insurance through a District offered health care plan. Due to very significant penalties and sanctions contained within the ACA that the Internal Revenue Service (IRS) could levy against the District for the failure to submit required information to the IRS, the failure of any employee to submit a completed copy of 3.52F- Health Care Coverage and TIN Report Form by October 1 shall be grounds for disciplinary action against the employee up to and including termination or non-renewal of contract.

#### Statement of Return

Under provisions of the ACA, the District is required to file information with the IRS pertaining to each employee. The District is also required to send each full time employee a Statement of Return (Statement). Each full-time employee shall receive a Statement from the District by January 31 of each year. The Statement contains information the District provided to the IRS, as required by law, regarding the employee's health insurance coverage. Each Statement consists of important District identification and contact information and a copy of the documents the District filed with the IRS concerning the employee's health care coverage. As with other tax documents, the information contained in the Statements covers the immediately preceding calendar year. Only one statement will be provided to a household with an employee who meets the **above** definition of a responsible individual. The employee shall receive a paper copy of the Statement unless the employee completes and returns 7.23F- Electronic Receipt of Statements Consent Form.

Notes: This policy is similar to Policy 8.41. If you change this policy, review 8.41 at the same time to ensure applicable consistency between the two.

IRS regulations on the Affordable Care Act require that employers with fifty (50) or more full-time and full-time equivalent employees report to the IRS on the insurance status of all full-time employees, **whether or not** the employee receives health insurance through the employer.

<sup>1</sup> The use of “TIN” instead of “Social Security Number” is to match the IRS forms and regulations.

<sup>2</sup> Neither the ACA nor IRS regulations require the use of this form, but the IRS does require districts to submit returns containing information about employee health care coverage. The form is intended to simplify filing requirements for districts by providing districts with information the IRS requires that might not otherwise be in district records.

Alternatively, districts may provide employees a copy of the form that contains the required information provided from district records and require employees confirm the correctness of the information. ASBA believes this would be a more complicated process and recommends having employees use the form.

<sup>3</sup> The October 1 date is not required by law. Districts have to provide the Statement of Return to all full-time employees by January 31 and you want to be sure to give your staff ample time to be able to create the required reporting documents. If you change the date from October 1 in this policy, be sure to change the return due date on 3.52F- Health Care Coverage and TIN Report Form to match the date in this policy.

<sup>4</sup> The ACA requires districts to file a form, or set of forms, with the IRS that are referred to as a “Return”. The Return is specific to each employee, like a 1099, and covers the employee’s health care coverage for the previous calendar year. The exact number of forms, and what information they will be required to contain, is unclear at the current time due to the IRS having not yet released final regulations or forms to use.

In addition to submitting a Return to the IRS on an employee’s health care coverage, districts must send each employee a copy of the Return the district filed on that employee along with contact information for the district. The packet that the district sends to an employee is called a “Statement of Return”.

See Policy 7.23- Health Care Coverage and the Affordable Care Act for more information on Statements of Return and associated district responsibilities.

Cross References: 3.52F- Health Care Coverage and TIN Report Form  
7.23- Health Care Coverage and the Affordable Care Act  
7.23F- Electronic Receipt of Statements Consent Form

Legal References: A.C.A. § 6-17-1111  
26 U.S.C. § 6055  
26 U.S.C. § 6056  
26 U.S.C. § 6109

Date Adopted: 6/15/15  
Last Updated:



**3.52F—LICENSED PERSONNEL HEALTH CARE COVERAGE AND TIN REPORT FORM**

The District requires all licensed employees to complete the following form **each year** and return it to the District’s administrative office by October 1. In accordance with Arkansas law, the District shall not use, display, release, or print any of the information on this form for any other purpose than to comply with IRS regulations.

**Definition**

“Tax Identification Number (TIN)” means an individual’s social security account number.

**Health Insurance Information**

Name: \_\_\_\_\_

TIN: \_\_\_\_\_ Date of Birth : \_\_\_\_\_

Please select the box that most accurately describes your health insurance coverage for the **current year**:

\_\_\_\_\_ Neither I nor any of my dependents received health insurance through one of the District’s health insurance plans during the **current calendar year**. (No coverage through District)

\_\_\_\_\_ I alone received health insurance through one of the District’s health insurance plans during the **current calendar year**. (Employee only coverage through the District)

\_\_\_\_\_ Both I and my dependent(s) received health insurance through a District’s family or spousal health insurance plan during the **current calendar year**. A spouse is included in the definition of a dependent. (Employee plus children, Employee plus spouse, Employee plus spouse and children)

If you had a family or spousal health care plan during the current year, please complete the following:

Dependent 1:  
Name: \_\_\_\_\_ TIN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Dependent 2:  
Name: \_\_\_\_\_ TIN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Dependent 3:  
Name: \_\_\_\_\_ TIN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Dependent 4:  
Name: \_\_\_\_\_ TIN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

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

Date Adopted: 6/15/15

Last Revised: