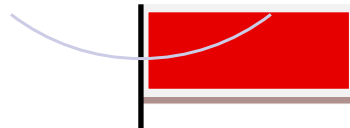


# **LICENSED PERSONNEL POLICY HANDBOOK**



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*Cutter Morning Star Schools*

**2013-2014**

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Mark Rash  
Board President

8-13-2013

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Date



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### 3.1— Licensed Personnel Salary Schedule

#### Salary Schedule for 2013-2014

Experience	Bachelors	Bachelors +15 hrs	Masters	Masters + 15 hrs.
0	\$30,000.00	\$31,500.00	\$34,300.00	\$35,800.00
1	\$30,500.00	\$32,000.00	\$34,850.00	\$36,350.00
2	\$31,000.00	\$32,500.00	\$35,400.00	\$36,900.00
3	\$31,500.00	\$33,000.00	\$35,950.00	\$37,450.00
4	\$32,000.00	\$33,500.00	\$36,500.00	\$38,000.00
5	\$32,500.00	\$34,000.00	\$37,050.00	\$38,550.00
6	\$33,000.00	\$34,500.00	\$37,600.00	\$39,100.00
7	\$33,500.00	\$35,000.00	\$38,150.00	\$39,650.00
8	\$34,000.00	\$35,500.00	\$38,700.00	\$40,200.00
9	\$34,500.00	\$36,000.00	\$39,250.00	\$40,750.00
10	\$35,000.00	\$36,500.00	\$39,800.00	\$41,300.00
11	\$35,500.00	\$37,000.00	\$40,350.00	\$41,850.00
12	\$36,000.00	\$37,500.00	\$40,900.00	\$42,400.00
13	\$36,500.00	\$38,000.00	\$41,450.00	\$42,950.00
14	\$37,000.00	\$38,500.00	\$42,000.00	\$43,500.00
15	\$37,500.00	\$39,000.00	\$42,550.00	\$44,050.00
16	\$38,000.00	\$39,500.00	\$43,100.00	\$44,600.00
17	\$38,500.00	\$40,000.00	\$43,650.00	\$45,150.00
18	\$39,000.00	\$40,500.00	\$44,200.00	\$45,700.00
19	\$39,500.00	\$41,000.00	\$44,750.00	\$46,250.00
20	\$40,000.00	\$41,500.00	\$45,300.00	\$46,800.00
21	\$40,500.00	\$42,000.00	\$45,850.00	\$47,350.00
22	\$41,000.00	\$42,500.00	\$46,400.00	\$47,900.00
23	\$41,500.00	\$43,000.00	\$46,950.00	\$48,450.00
24	\$42,000.00	\$43,500.00	\$47,500.00	\$49,000.00
25	\$42,500.00	\$44,000.00	\$48,050.00	\$49,550.00

State law requires each District to include its teacher salary schedule, including stipends and other material benefits, in its written personnel policies unless the District recognizes a teachers' union in its policies for, among other things, the negotiation of salaries. In developing the salary schedule, the District will establish a normal base contract period for teachers. The District is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year licensed policies and salary schedule.

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

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

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 District Administrative Office by August 15. The appropriate salary increase will be reflected in the next paycheck provided it is at least two weeks 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.

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

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

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

Each employee newly hired by the district to teach under the Arkansas Professional Pathway to Educator Licensure (APPEL) Program shall initially be placed on the salary schedule in the category of a bachelor's degree with no experience, unless the APPEL program employee has previous teaching experience which requires a different placement on the schedule. Upon receiving his/her initial or standard teaching license, the employee shall be moved to the position on the salary schedule that corresponds to the level of

education degree earned by the employee which is relevant to the employee's position. Employee's degrees which are not relevant to the APPEL program's position shall not apply when determining his/her placement on the salary schedule. A teacher with a non-traditional provisional license shall be eligible for step increases with each successive year of employment, just as would a teacher possessing a traditional teaching license.

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

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

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

Act 1120 (codified at A.C.A. § 6-13-635) requires the Board to adopt a resolution that it has reviewed and adopted all salary increases of 5% or more, but most of the Act's listing of reasons are statutorily required raises and are paid by the state and not district funds. The Act's language requires the resolution even for an employee who moves from one position to another higher paying position such as going from teaching to administration. None-the-less, the resolution is required. Policy 1.9 directs the Board to review the salaries when adopting changes to this policy.

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

Therefore, the Cutter Morning Star School District Board of Directors approves and resolves that the spread sheet including those explanations are a factual representation of the raises given for the 2013-2014 school year

Cross Reference: Policy 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-17-201, 202, 2402, 2403  
A.C.A. § 6-18-708  
A.C.A. § 6-20-2305(f)(4)

Date Adopted: April 14, 2005

Last Revised: August 13, 2013

### **3.2— Licensed Personnel Evaluations**

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

Teachers will be evaluated under the schedule and procedures required by TESS. For the 2013-14 school-year, the teachers to be summatively evaluated will be all first-year teachers of the district.

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

Principals will be evaluated using the evaluation rubric and other documentation of LEADS. Probationary principals, those principals who have been placed on an Intensive Growth Plan or participated in an improvement plan, and those principals who have not had a summative evaluation for two years will have a summative evaluation. In the years in which a principal does not have a summative evaluation, the principal shall complete a Professional Growth Plan and other documents as required under LEADS and their job performance will be measured based on that professional growth plan. For the 2013-14 school-year, the non-probationary principals to be summatively evaluated will be all first-year principals.

Legal Reference:      A.C.A. § 6-17-1504

Date Adopted: March 8, 2013

Last Revised:



### **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: June 23, 2005

Last Revised:

## 3.4— Licensed Personnel Reduction in Force

### SECTION ONE

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

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

If a reduction in force becomes necessary in a licensure area and/or specific grade level(s), the teacher's length of service in the district shall be the initial determining factor. The teacher with the most years of employment as a licensed teacher in the district **as compared to other teachers in the same licensure area and/or specific grade level(s)** shall prevail. Length of service in a non-certified position shall not count for the purpose of length of service for a licensed position. Total years of service to the district shall include non-continuous years of service. Working fewer than 120 days in a school year shall not constitute a year.

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

### Points

- Years of service in the district—1 point per year  
All certified position years in the district count including non-continuous years. Service in any position not requiring teacher licensure does not count toward years of service. Working fewer than 120 days in a school year shall not constitute a year.
- Graduate degree in any area of licensure in which the teacher will be ranked (only the highest level of points apply)
  - 1 point—Master’s degree
  - 2 points—Master’s degree plus thirty additional hours
  - 3 points—Educational specialist degree
  - 4 points—Doctoral degree
- National Board of Professional Teaching Standards certification—3 points
- Additional academic content areas of endorsement as identified by the state board—1 point per area
- Certification for teaching in a state board identified shortage area—2 points
- Multiple areas and/or grade levels of licensure as identified by the state board—1 point per additional area or grade level as applicable

All points awarded must be verified by documents on file with the District by October 1 of the current school year. Each teacher’s points shall be totaled with teachers ranked by the total points from highest to lowest. All teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points with the superintendent whose decision shall be final.

A teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. “Full licensure” means a permanent, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional, temporary, or conditional on the fulfillment of additional course work or passing exams or any other requirement of the Arkansas Department of Education, other than the attainment of professional development training.

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

There shall be no right of recall for any teacher.

**SECTION TWO**

In the event the district is involved in an annexation or consolidation, teachers from all the districts involved will be ranked according to years of service, licensure, degrees, and training. A year of teaching at an annexed or consolidated district will be counted the same as a year at the receiving or resulting district. No credit for years of service will be given at other public or private schools, or for higher education or Educational Service Cooperative employment.

Legal Reference:      A.C.A. § 6-17-2407  
                              A.C.A. § 6-17-2406

Date Adopted: March 8, 2013  
Last Revised:

### **3.5— Licensed Personnel Contract— Return**

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

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

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

Date Adopted: June 23, 2005

Last Revised:

### **3.6— Licensed Personnel Employee Training**

For the purposes of this policy, professional development means a set of coordinated, planned learning activities for teachers and administrators that:

- Is required by statute or the Arkansas Department of Education; 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 professional development training sessions as directed by his/her supervisor.

The District shall develop and implement a plan for the professional development of its certified employees. The district's plan shall, in part, align district resources to address the professional development activities identified in each school's ACSIP. 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 professional development activities' effectiveness in improving student performance and closing achievement gaps.

Each certified employee shall receive a minimum of sixty (60) hours of professional development annually to be fulfilled between June 1 and May 31. Professional development hours earned in excess of sixty (60) in the designated year cannot be carried over to the next year. Certified employees who are prevented from obtaining the required professional development 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 professional development shall be made up with professional development that is substantially similar to that which was missed. This time extension does not absolve the employee from also obtaining the following year's required 60 hours of professional development.

The goal of all professional development activities shall be improved student achievement and academic performance that results in individual, school-wide, and system-wide improvement designed to ensure that all students demonstrate proficiency on the state criterion-referenced assessments. The district's professional development plan shall demonstrate scientifically research-based best practice, and shall be based on student achievement data and in alignment with applicable ADE Rules and/or Arkansas code.

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

Flexible professional development hours (flex hours) are those hours which an employee is allowed to substitute professional development activities, different than those offered by the district, but which still meet criteria of either the employee's Individual Improvement Plan, Professional Growth Plan, the school's ACSIP, or both. The district shall grant on an annual basis up to 3 days (18 flex hours) of professional development that was obtained prior to the first teacher contract day to be substituted for district scheduled professional development offerings identified on calendar as the flex days. Summer professional development hours must be pre-approved by the building principal in order to be used for flex days. The district administration and the building principal have the authority to require attendance at specific professional development activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex professional development hours. To the fullest extent possible, professional development activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the sixty (60) hour requirement shall equal one contract day. Hours of professional development earned by an employee that is not at the request of the district and is in excess of sixty (60) or not pre-approved by the building principal shall not be credited toward fulfilling the required number of contract days for that employee. Hours earned that count toward the required sixty (60) also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for professional development hours earned at the request of the district that necessitate the employee work more than the number of days required by their contract.

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

To receive credit for his/her professional development activity each employee is responsible for obtaining and submitting documents of attendance, or completion for each professional development activity he/she attends. Documentation is to be submitted to the Superintendent or designee. The District shall maintain all documents submitted by its employees which reflect completion of professional development 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 which is to be integrated within other professional development offerings.

Beginning in the 2013-14 school-year and every fourth year thereafter, all mandated reporters and licensed personnel shall receive the training 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 professional development 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 professional development designed to enhance their understanding of effective parental involvement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parental participation.

Beginning in the 2015-16 school-year and every fourth year thereafter, all licensed personnel shall receive two (2) hours of professional development 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 professional development in Arkansas history as part of the teacher's sixty (60) hours annual 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 professional development.

At least once every three (3) years, persons employed as athletics coaches, shall receive training related to concussions, dehydration, or other health emergencies as well as students' health and safety issues related to environmental issues and communicable diseases.

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

For each administrator, the sixty (60) hour professional development requirement shall include training in data disaggregation, instructional leadership, and fiscal management.

Superintendents and other District designees shall receive the Initial, Tier 1, and Tier 2 training required by ADE's Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements.



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

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 sixty (60) hours of professional development required annually.

Licensed personnel may earn up to twelve (12) hours of professional development 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 the state law and current ADE rules that deal with professional development. The hours may be earned through online professional development approved by the ADE provided the professional development relates to the district's ASCIP and the teacher's professional growth plan.

Teachers are eligible to receive fifteen (15) professional development hours for a three-hour graduate level college course that meets the criteria identified in law and the applicable ADE rules. The Board shall determine if the hours earned apply toward the required sixty (60). A maximum of thirty (30) such hours may be applied toward the sixty (60) hours of professional development required annually.

Employees who do not receive or furnish documentation of the required annual professional development jeopardize the accreditation of their school and academic achievement of their students. Failure of an employee to receive sixty (60) hours of professional development in any given year, 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 professional development activities may include conferences, workshops, institutes, individual learning, mentoring, peer coaching, study groups, National Board for Professional Teaching Standards Certification, distance learning, internships, District /school programs, and approved college/university course work.

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

Notes: A.C.A. § 6-17-704(e)(2) lists two categories of possible professional development that may count toward the required 60 hours of PD, but that isn't required, and consequently have not been added to the body of this policy. The two categories are: skills needed to teach students with disabilities, including autism, and teaching culturally and linguistically diverse students.

1 The Rules Governing Professional Development 4.02 require the District to choose the option it will follow and “document” its choice. 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).

2 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.

3 TESS includes different 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.

Cross-Reference: Policy 5.4—STAFF DEVELOPMENT PROGRAM

Legal References: AR 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  
A. C.A. § 6-10-122, 123  
A.C.A. § 6-15-404(f)(2)  
A.C.A. § 6-15-1004(c)  
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. § 6-20-2204  
A.C.A. § 6-20-2303 (15)  
A.C.A. § 6-61-133

Date Adopted: August 13, 2013

Last Revised:

### **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 physical examination, including 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, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.

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

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

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: June 23, 2005

Last Revised: July 22, 2008

## **3.8— Licensed Personnel Sick Leave**

### **Definitions**

1. "Employee" is a full-time employee of the District.
2. "Paid Leave" is absence from work due to illness, whether by the employee or a member of the employee's family, due to a death in the family, or due to other personal reasons. The principal shall determine whether sick leave will be approved on the basis of a death outside the family of the employee.
3. "Current Paid Leave" means those days of sick paid leave for the current contract year, which leave is granted at the rate of one day of sick paid leave per contracted month, or major part thereof.
4. "Accumulated Paid Leave" is the total of unused sick paid leave, up to a maximum of one hundred twenty (120) days accrued from previous contracts, but not used.

### **Paid 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. Such approved leave shall not exceed one-half day.

Pay for paid 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 paid 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), the District may require a written statement of the employee's physician. Failure to provide such documentation of illness may result in paid leave not being paid, or in dismissal.

Should a teacher be absent frequently during a school year, 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 paid leave, if available.

Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his assigned duties to an extent that the education of students is substantially adversely affected (at the determination of the principal or Superintendent) may result in dismissal.

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

When an employee takes paid leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing, of the decision within two workdays. If the leave is intermittent as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of paid

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leave and/or FMLA leave. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

Cross Reference: Policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

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

Date Adopted: August 13, 2013

Last Revised:

### **3.8.1—Paid Leave Policy**

1. All licensed staff and administrative staff will have a minimum of ten (10) days paid leave each year and may accumulate a total of one hundred twenty (120) days. No paid leave may be taken the day before or the day after a pupil holiday, unless an emergency exists. An employee may take one-half ( $\frac{1}{2}$ ) day paid leave (one-half day is defined as 3  $\frac{1}{2}$  hours of class time).

#### **2. Extended Contracts Number of Paid Leave Days**

210 Days ----- 11 Days

230 Days ----- 11 Days

250 Days ----- 12 Days

3. Teachers coming to the district from other Arkansas districts will be granted credit for unused paid leave benefits if they do not return to the district within three (3) years from the time of their resignation.

4. Teachers who resign from the Cutter Morning Star District No. 21 and the teaching profession forfeit all accumulated paid leave benefits if they do not return to the district within three (3) years from the time of their resignation.

5. The Cutter Morning Star District No. 21 recognizes that work attendance by teachers is important to the continuity of instruction. As an Attendance Incentive Award Program, the district has adopted the following program:

- a. \$200.00 per teacher will be allocated as an incentive award for teachers who use no paid leave during the school year and have not accumulated the one hundred twenty (120) days.
- b. For each paid leave day used \$60.00 will be deducted for the first day and \$35.00 will be deducted each day up to four days.
- c. Any amounts remaining in the individual allocation will be distributed to teachers on or before June 30, of the current fiscal year.
- d. For those teachers who have attained one hundred twenty (120) days accumulative paid leave, the district will each year purchase, at the current substitute pay rate per day, up to ten (10) days of unused paid leave. Paid Leave days beyond the one hundred twenty (120) days are non-accumulative and are not eligible for incentive pay.
- e. Teachers will have the one-time option of cashing in their unused paid leave of up to 120 days either when they enter T-Drop or when they actually leave the district upon retirement at the rate of \$65 per day.
- f. All of the above, as does substitute teacher pay, comes from the teachers' salary fund.



6. When claiming paid leave, the teacher must complete a leave form upon his/her return to school and file it with the principal.

7. A teachers' salary shall continue during authorized leave under this policy.

8. Any school employee who chooses to transfer/donate a paid leave day(s) to another employee will be allowed to do so, provided the proper paperwork has been completed.

Last Revised: 8/13/13

### **3.10— Licensed Personnel Planning Time**

A master schedule shall be created by the building level principal indicating when each teacher's planning period and scheduled lunch period will be. Planning time is for the purpose of scheduling conferences, instructional planning, and preparation. Each teacher will have the ability to schedule these activities during his/her designated planning time. 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. 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 time that students are required to be present at school.

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

Date Adopted: June 23, 2005

Last Revised: June 13, 2006

### **3.11— Licensed Personnel Personal and Professional Leave**

All licensed staff and administrative staff will have a minimum of ten (10) days paid leave each year and may accumulate a total of one hundred twenty (120) days.

#### **Paid Leave**

Employees shall take paid leave or leave without pay for those absences which are not due to attendance at school functions which are related to their job duties and do not qualify for other types of leave (for paid leave see Policy 3.8 and 3.8.1, for professional leave see below).

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

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

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

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

#### **Professional Leave**

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

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

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

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

Legal Reference:      A.C.A. § 6-17-211

Date Adopted: August 13, 2013

Last Revised:

### **3.12— Licensed Personnel Responsibilities in Dealing with Sex Offenders on Campus**

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

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

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

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

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

Date Adopted: July 22, 2008

Last Revised:

### **3.13— Licensed Personnel Public Office**

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

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

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

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

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

Date Adopted: June 23, 2005

Last Revised:

### **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: June 23, 2005

Last Revised: July 20, 2010

### **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: June 23, 2005

Last Revised:



***To Allow Employees to be Absent from School as a Result of Personal Injury from an Assault or Other Violent Crime Committed in School***

A. Definitions

1. "Employee" includes any full-time employee of the school district.
2. "Sick leave" means absence with full pay from one's duties in the school for the reason of personal illness or illness in one's immediate family, except for an absence due to a personal injury resulting from either an assault or other violent criminal act as provided in this policy.
3. "Immediate family" includes the employee's spouse, children, parents and any other relatives living in the same household.
4. "Accumulated sick leave" means the total number of days of unused sick leave that a teacher has to his/her credit.

B. Leave of absence for personal injury from assault or other violent criminal act.

Whenever a school employee is absent from his or her duties in the school as a result of personal injury caused by either an assault or other violent criminal act committed against the school employee in the course of his or her employment, the school employee shall be granted a leave of absence from the school with full pay for up to one (1) year from the date of the injury. The leave of absence for personal injury from assault or other violent criminal act shall not be charged to the school employee's sick leave authorized under this policy.

The assault or criminal act must be verified by the proper authority, i.e., police, etc. The employee must present a statement from a medical doctor as to the condition of the employee's ability to work during this period of time. The School Board may request that the employee be examined by a medical doctor of the Board's choosing to verify work ability. If there is a disagreement between the employee's doctor and the Board's doctor, a third opinion shall be requested from someone that both the employee and the Board agree upon, and the opinion from the agreed upon doctor shall be the decision by which the Board and employee shall abide.

Legal References:      Act 1115 of 1993 and Act 1233 of 1995

### **3.16— Licensed Personnel Reimbursement for Purchase of Supplies**

Pre-kindergarten 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 principal a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Receipts totaling less than \$10 will be held until total receipts are equal to or greater than \$25. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property.

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

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

Date Adopted: June 23, 2005

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: June 23, 2005

Last Revised:

### **3.18— Licensed Personnel Outside Employment**

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

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

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

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

Date Adopted: June 23, 2005

Last Revised:

## ***Conflict of Interest***

The Board of Education prohibits personnel from engaging in additional employment or any personal pursuits that would affect their efficiency or usefulness as employees in the District, that would make time and/or energy demands upon such individuals which would interfere with their effectiveness in performing their contractual obligations to the Board, that would compromise or embarrass the School District, that would adversely affect their School District status or professional standing, or that would in any way conflict with or violate professional ethics.

Employees shall not engage in any other employment or in any private business during the hours required to fulfill assigned educational duties.

The Superintendent or Board may require from any full-time employee a written description of other employment, hours, and number of days involved.

An employee shall not act as a salesman for, nor shall endorse any type of school supplies or books which are used in a school, or by the pupils of any school, while in the employ of the Cutter Morning Star School District.

No home assignments may be made which will require a pupil to have access at home to any particular book or set of books, except textbooks, for any particular course. A teacher who represents any particular company must refrain from recommending the product he/she sells during the time he/she is teaching.

No teacher shall be permitted to tutor his/her own students for pay. They may, however, tutor students enrolled in other classes.

Legal references: Ark. Stat. Ann. §§80-213, 80-509; Ark. Stat. Ann 80-213, 80-509.

Date Adopted: June 23, 2005

Last Revised:

### **3.19— Licensed Personnel Employment**

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

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

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

Date Adopted: June 23, 2005

Last Revised:

## ***Hiring-Selection of Teacher/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 such vacancy would be a promotion for the staff member considered and further 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 for the position of Superintendent the Board will consider current staff members 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 elected on nomination of the Superintendent. If a person nominated by the Superintendent is rejected by the Board of Directors, 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. It is desirable, that the Superintendent, before making nominations of teachers for employment, confer with the principal and supervisors under whom the teacher will work if employed.
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: June 23, 2005

Last Revised:

## ***Equal Opportunity Employment and Nondiscrimination***

The Cutter Morning Star School District shall maintain a working environment free from discriminatory insult, intimidation, or harassment due to race, color, religion, sex, age, national origin, or handicapped status.

Any incident of discriminatory insult, intimidation, or harassment in any form should be promptly reported to the immediate supervisor or Superintendent for investigation and corrective action.

Any employee who engages in discriminatory insults, intimidation, or harassment shall be reprimanded and counseled to refrain from such conduct.

Any employee who continues to engage in such conduct shall receive progressively severe discipline.

Legal References:     U.S. Const. amend. XIV. § 1: 42  
                             U.S.C. § 2000e-1 to -17; 20  
                             U.S. § 1681. et. seq;  
                             U.S.C. § 794; 29  
                             U.S.C. § 621 et. seq. See: Massachusetts Board of Retirement v. Murgia, 96 S. Ct. 2562 (1976); International Brotherhood of Teamsters v. United States. 97 S. Ct. 1843 (1977); Griggs v. Duke Power Company, 91 S. Ct. 849 (1979); Singleton v. Jackson Municipal Separate School District, 419 F. 2d 1211 (5th Cir. 1969).

Date Adopted: March 21, 1996

Last revised:



## ***Employment Criteria***

### **EMPLOYMENT PROCEDURES**

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 election of the Superintendent shall take place at the January meeting of the Board of Education, and the principals at the February meeting.
3. The Superintendent of Schools shall be responsible to the Board of Education in seeing that all candidates meet the qualifications established by law, the Board of Education, and involved accrediting agencies.
4. All employees of the Cutter Morning Star 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 of Education, the Superintendent shall recommend another candidate.
5. Classroom teachers shall be employed at the March meeting of the Board of Education. Contracts will be made and distributed as soon as all information is available from the State concerning revenue to be received.
6. The Administrative Office shall maintain a list of qualified substitute teachers who may be called upon to replace regular teachers who are absent. Such a list is to be filed with the Principal of each building.
7. All employees must file with the Administrative Office, before the first pay period, the following credentials as required by the State Law and by the policies of the Cutter Morning Star School District. Maintenance of up-to-date credentials and records shall be the responsibility of the employee.
  - a) Income Tax Withholding Form (exemption authorization).
  - b) Health Certificate.
  - c) Social Security Number (at time of employment).
  - d) Up-to-date mailing address and telephone number.

In addition, all certified employees must file the following:

- a) Arkansas Teaching Certificate.
- b) Teacher Retirement Number of Application (Birth Certificate and copy of Social Security Card must be filed with application).
- c) Up-to-date transcript of college training (complete and official).

Failure to meet this requirement will result in withholding of pay checks and, if not corrected, would be considered as inability to meet legal certification requirements.

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

Date Adopted: June 23, 2005

Last Revised:

## ***Teacher Employment and Qualifications***

All teaching personnel employed by this School District must possess those qualifications set forth by the State Department of Education. It is recognized by the Board of Education that the above qualifications are set up to promote minimum standards; therefore, it is the policy of this School District to employ persons who exceed these minimum requirements whenever possible. Employment will be based on the following considerations:

1. Certification requirements
2. Experience and past performance
3. Health qualifications
4. Personal interview

The Board of Education will hire teachers upon consideration of recommendations made by the Superintendent.

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

1. Signed contract
2. Arkansas Teacher's Certificate
3. Health certificate
4. Statement of number of dependents
5. Transcript of college work
6. Social Security number

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

Date Adopted: June 23, 2005

Last Revised:

## ***Criminal Background Checks of Persons Applying for a License Issued by the State Board of Education***

The Board of Directors of the Cutter Morning Star School District shall report to the State Board of Education the name of any person holding a license issued by the State Board of Education and currently employed, or employed during the two (2) previous school years, by the district who has pleaded guilty, nolo contendere, or been found guilty of a felony, who holds such license obtained by fraudulent means, who has had a similar license revoked in another state, who has intentionally compromised the validity or security of any student test or testing program administered or required by the State Department of Education, or who has knowingly submitted falsified information requested or required by the State Department of Education.

Willful failure of the district to report such information as required by this policy may result in sanctions imposed by the State Board of Education

### **SECTION 1**

- A. On or after July 1, 1997, each first-time applicant for a license issued by the State Board of Education shall be required to apply to the Identification Bureau of the Arkansas State Policy for a state and nationwide criminal records check, to be conducted by the Federal Bureau of Investigation. The check shall conform to the applicable federal standards and shall include the taking of fingerprints. Such applicant shall sign a release of information to the State Department of Education and shall be responsible to the Arkansas State Police for the payment of any fee associated with the criminal records check at the time of license renewal. Funding for such fees shall come from the Public School Fund.
- B. No person shall be eligible to receive or hold a license issued by the State Board of Education if that person has pleaded guilty, nolo contendere, or been found guilty of any of the following offenses by any court in the State of Arkansas or of any similar offenses by a court in another state or of any similar offenses by a federal court.

### **SECTION 2**

- 1. Capitol murder as prohibited in 5-10-101.
- 2. Murder in the first and second degrees as prohibited in 5-10-102 and 4-10-103.
- 3. Manslaughter as prohibited in 5-10-104.
- 4. Battery in the first and second degrees as prohibited in 5-13-201, and 5-13-202.
- 5. Aggravated assault as prohibited in 5-13-204.
- 6. Terroristic threatening in the first degree as prohibited in 5-13-301.
- 7. Kidnapping as prohibited in 5-11-102.

8. Rape and carnal abuse in the first and second degrees as prohibited in 5-14-103.
9. Sexual abuse in the first and second degrees as prohibited in 5-14-108.
10. Violation of a minor in the first and second degrees as prohibited in 5-14-120.
11. Incest as prohibited in 5-26-202.
12. Engaging children in sexually explicit conduct for use visual or print media, transportation of minors for prohibited sexual conduct, or use of a child or consent to use of a child in a sexual performance by producing, directing, or promoting a sexual performance by a child as prohibited in 5-27-303, 5-27-305, 5-27-402, and 5-27-403.
13. Distribution to minors as prohibited in 5-64-406.
14. Manufacture, deliver or possess with intent to manufacture or deliver any controlled substance as prohibited in 5-64-401.
15. Criminal attempt, criminal solicitation, or criminal conspiracy as prohibited in 5-3-201, 5-3-202, 5-3-301, and 5-3-401 to commit any of the offenses listed in this policy.

Legal References: Act 1310 of 1995

Date Adopted: June 23, 2005

Last Revised:

## ***Vacations***

The Board of Education has established that all personnel employed on a twelve month contract shall be entitled to two weeks of vacation each year with pay following the first completed year of employment.

All vacations shall be approved by the Superintendent, upon proper application, and all other absences from available duty during the summer months, including special education leave, shall be approved by the Superintendent.

Date Adopted: June 23, 2005

Last Revised:

### **3.20— Licensed Personnel Reimbursement of Travel Expenses**

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

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

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

Our district utilizes a “per diem” system for food reimbursement on **overnight trips** only. (Overnight trips are defined as any travel of 90 miles or more on way in length.) All overnight travel within the state of Arkansas will constitute a 440 per day “per diem.” All overnight travel outside of Arkansas will qualify for a \$50 per day “per diem.”

The rate for mileage reimbursement is \$0.42 per mile.

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Legal References: Ark. Stat. Am. §§ 80-213, 80-219, 80-509.

Date Adopted: June 23, 2005

Last Revised: March 5, 2013

### **3.21— Licensed Personnel Tobacco Use**

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

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

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

Legal Reference:           A.C.A. § 6-21 -609

Date Adopted: August 13, 2013

Last Revised:



### **3.22— Dress of Licensed Employees**

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

Date Adopted: June 23, 2005

Last Revised:

### **3.23— Licensed Personnel Political Activity**

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

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

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

Date Adopted: June 23, 2005

Last Revised: June 13, 2006

### **3.24— Licensed Personnel Debts**

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

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

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

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

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

Date Adopted: August 13, 2013

Last Revised:

## 3.25— Licensed Personnel Grievances

The purpose of this policy is to provide an orderly process for employees to resolve, at the lowest possible level, their concerns related to the personnel policies or salary payments of this district.

### Definitions

Grievance: a claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this school district. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or "writing up" an employee under his/her supervision. A group of employees who have the same grievance may file a group grievance.

Group Grievance: A grievance may be filed as a group grievance if it meets the following criteria: (meeting the criteria does not ensure that the subject of the grievance is, in fact, grievable)

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

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

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

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

### Process

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

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

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

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

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

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

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

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

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

### **Records**

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

### **Reprisals**

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

Legal Reference: ACA §6-17-208, 210

Date Adopted: June 23, 2005

Last Revised: June 13, 2006

### 3.25F— Licensed Personnel Level Two Grievance Form

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

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

Personnel Policy grievance is based upon:

\_\_\_\_\_

Grievance (be specific):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What would resolve your grievance?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Supervisor's Response

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Adopted: June 23, 2005

Last Revised:

FORMAL CONFERENCE WITH IMMEDIATE SUPERVISOR  
GRIEVANCE PROCEDURE

\_\_\_\_\_  
Teacher's Name

\_\_\_\_\_  
Date

The following grievance was filed with me on this date:

After hearing the above grievance, I propose the following action:

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

Copies To All Parties Involved



CONFERENCE WITH SUPERINTENDENT OF SCHOOLS  
GRIEVANCE PROCEDURES

---

Teacher's Name

---

Date

The following grievance was filed with me on this date:

After hearing the above grievance, I propose the following action:

---

Superintendent's Signature

---

Date

Copies To All Parties Involved

APPEAL TO SCHOOL BOARD GRIEVANCE PROCEDURE

\_\_\_\_\_  
Teacher's Name

\_\_\_\_\_  
Date

The following grievance was filed with me on this date:

After hearing the above grievance, I propose the following action:

\_\_\_\_\_  
Signature, School Board President

\_\_\_\_\_  
Date

Copies To All Parties Involved

### **3.26— Licensed Personnel Sexual Harassment**

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

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

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

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

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

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

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

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of sexual harassment include, but are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity,

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intimidation by words, actions, insults, or name calling; teasing related to sexual characteristics; and spreading rumors related to a person's alleged sexual activities.

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, administrator, or Title DC 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 DC of the Education Amendments of 1972, 20 USC 1681, et seq.  
                                 Title VH of the Civil Rights Act of 1964, 42 USC 2000-e, et seq.  
                                 ACA §6-15-1005 (b)(1)

Date Adopted: June 23, 2005

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: June 23, 2005

Last Revised:

### **3.28— Licensed Personnel Computer Use Policy**

The Cutter Morning Star 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.

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: June 23, 2005  
Last Revised: September 8, 2009

### 3.28F— Licensed Personnel Employee Internet Use Agreement

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

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

The Cutter Morning Star 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 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;

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- 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: June 23, 2005

Last Revised:



### **3.29— Licensed Personnel School Calendar**

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

The Cutter Morning Star School District shall operate by the following calendar.

**August**

12-15 Staff Development  
19 First Day of School

**September**

2 Labor Day—No School

**October**

18 End of 1st Quarter (44 days)  
24 Parent/Teacher Conference—3:15PM-8:15PM

**November**

27-29 Thanksgiving Break

**December**

18-20 Semester Tests  
20 End of 2nd Quarter (42 days)  
23-31 Christmas Break

**January**

1-3 Christmas Break  
6 Begin 3rd Quarter  
20 Martin Luther King Holiday—No School  
Staff Development—Flex Day 1

**February**

13 Parent/Teacher Conference – 3:15 PM-8:15 PM  
16 President’s Day—No School  
Staff Development – Flex Day 2

**March**

12 End of 3rd Quarter (48 days)  
24-28 Spring Break

**April**

18 Good Friday (Staff Development – Flex Day 3)

**May**

TBA Senior Semester Exams  
TBA Senior’s Last Day  
TBA Graduation  
21-23 Semester Exams  
23 End of 4th Quarter (44 days)  
26 Memorial Day  
27-30 Staff Development—8:00AM-3:00PM

Legal Reference: A.C.A. § 6-17-201

Date Adopted: June 23, 2005

Last Revised: March 5, 2013

### **3.30— Parent-Teacher Communication**

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

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

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

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

Legal 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: June 23, 2005  
Last Revised: July 22, 2008

### **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.

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

Date Adopted: June 23, 2005

Last Revised: September 8, 2009

### **3.31F—Drug Free Workplace Policy Acknowledgement**

#### **CERTIFICATION**

I, hereby certify that I have been presented with a copy of the Cutter Morning Star 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**

#### **Definitions:**

Covered active duty means

- (A) 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
- (B) 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.

Covered Service Member: is

- (A) a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.; or
- (B) 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.

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. Full time, licensed teachers are considered to have met the 1250 hour requirement for eligibility.

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 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).

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

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.

Qualifying Exigency: Issues that arise due to covered active duty or a call to covered active duty of an employee's spouse, son, daughter, or parent. 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.

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.

Serious Health Condition: is an injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

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.

Year: for leave other than to care for the serious injury or illness of a covered service member, the twelve (12) month period of eligibility shall begin on the first duty day of the school year.

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.

### **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 active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.
6. To care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury.

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.

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 is limited for reasons 1 through 5 listed above 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 5.

If husband and wife are both eligible employees employed by the district, the husband and wife are entitled to a 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 is limited for reasons 1 through 5 listed above 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 5.

### **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.

### **Employee Notice to District**

#### **Foreseeable:**

When the need for leave is foreseeable for reasons 1 through 4 or 6 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, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is 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 necessity for leave for reason 5 listed above 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, the employee shall provide such notice to the district as is reasonable and practicable regardless of how far in advance the leave is foreseeable.

When the need for leave is for reasons 3, 4, or 6 listed above, 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.

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

#### **Unforeseeable:**

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the district notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the district within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means.

### **Medical Certification**

When the need for leave is for reasons 3, 4, or 6 listed above, the employee should provide a medical certification from a licensed, practicing health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin. The certification shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. Leave taken for reason 3 listed above, must include certification that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time the employee is needed to provide the care. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.

If FMLA leave is to be taken on an intermittent or reduced work schedule basis for planned medical treatment, the certification shall include the dates on which such treatment is expected to be given and the duration of such treatment.

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

Recertification: The district may request the employee obtain a recertification, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply;

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

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

No second or third opinion on recertification may be required.

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

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing, of the decision within two workdays. If the leave is intermittent or on a reduced schedule as defined in this policy and the circumstances of the 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. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

### **Concurrent Leave**

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

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. 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.

### **Health Insurance Coverage**

The district shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the district. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit 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.

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**

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

### **Return to Work**

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

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

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

### **Intermittent or Reduced Schedule 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.

Eligible employees may take intermittent or reduced schedule leave due to reasons 3, 4, or 6 if they have

- (A) made 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 of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and
- (B) provided the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

Eligible employees requesting intermittent or reduced schedule leave that is foreseeable based on planned medical treatment may be transferred to an alternative position for which the employee is qualified with equivalent pay and benefits that better accommodates the employee's intermittent or reduced schedule leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave 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.

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

##### **Leave more than 5 weeks prior to end of term.**

If the eligible, instructional employee begins leave, due to reasons 1 through 6 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 such term, 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 such term.

##### **Leave less than 5 weeks prior to end of term**

If the eligible, instructional employee begins leave, due to reasons 1, 2, 3, or 6, 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 such term, 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 such term.

**Leave less than 3 weeks prior to end of term**

If the eligible, instructional employee begins leave, due to reasons 1,2, 3, or 6, listed above, during the period that commences 3 weeks prior to the end of the academic term and the duration of the leave is greater than 5 working days, the agency or school may require the employee to continue to take leave until the end of such term.

Cross Reference: 3.8— LICENSED PERSONNEL PAID LEAVE

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

Date Adopted: June 23, 2005  
Last Revised: July 20, 2010

### **3.33— Assignment of Extra Duties for Licensed Personnel**

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

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

Date Adopted: June 23, 2005

Last Revised:



### **3.34— Licensed Personnel Cell Phone Use**

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

In any instance where the district issues a cell phone or school computer to a school employee for use for school business purposes, the employee shall not use the equipment for personal use or personal minutes will be charged at the rate of \$.05 per minute. Any employee who uses a school issued cell phones and/or computers for non-school purposes, except as permitted by the district's Internet/computer use policy, shall be subject to discipline, up to and including termination.

All employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.

Date Adopted: June 23, 2005

Last Revised: November 10, 2009

### **3.35— Licensed Personnel Benefits**

The Cutter Morning Star School District provides its certified personnel benefits consisting of the following:

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system;

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

Date Adopted: June 23, 2005

Last Revised:

### **3.36— Licensed Personnel Dismissal and Non-renewal**

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

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

Legal Reference: A.C.A. § 6-17-201

A.C.A. §§ 6-17-1501 et seq.

A.C.A. §§ 6-17-2801 et seq.

Date Adopted: August 13, 2013

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: June 23, 2005

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.

#### **Definition:**

**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,

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7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings, and/or
10. Threats of harm to student(s), possessions, or others.

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

Date Adopted: June 23, 2005

Last Revised: August 9, 2011

### **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 certified employee.

Legal Reference:      A.C.A. § 6-17-104

Date Adopted: July 22, 2008  
Last Revised:



### **3.40— Licensed Personnel Duty to Report Child Abuse, Maltreatment or Neglect**

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

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

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

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

Date Adopted: July 22, 2008  
Last Revised: August 9, 2011

### **3.41— Licensed Personnel Video Surveillance**

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

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

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

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

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

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

Date Adopted: July 22, 2008

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 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 99-011  
ADE 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: September 8, 2009  
Last Revised:

### **3.43— Duty of Licensed Employees to Maintain License In Good Standing**

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

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

Date Adopted: September 8, 2009  
Last Revised:

### **3.44— Licensed Personnel Workplace Injuries and Workers' Compensation**

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

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

An employee who is absent from work due to a workplace injury or receiving temporary disability benefits due to a Workers' Compensation claim will utilize any sick leave accumulation he or she may have at the rate of 1/3 of a sick leave day for day of absence to bring the total amount of combined income up to 100% of usual contracted pay, unless the employee gives the school district written notice to not use sick leave days in this manner. No employee may realize a net compensation gain from a combination of Workers' Compensation benefits and sick leave in excess of contracted pay. Sick leave days used for workplace injuries will not be restored to the employee.

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

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

- the employee will be charged for a day's sick leave for the all days missed until such time as the WC claim has been approved or denied;
- an employee whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with WC benefits,

to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;

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

Cross Reference: 3.32 LICENSED 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: August 13, 2013

Last Revised:

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

#### **Definitions**

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

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

#### **Privacy of Employee's Social Media Accounts**

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

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

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

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

In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account.

However, disciplinary action may be taken against an employee in accord with other District policy for using district equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, other electronic device, or use of the District's network. (See policy 3.28—LICENSED PERSONNEL COMPUTER USE POLICY)

Cross reference: 3.28—LICENSED PERSONNEL COMPUTER USE POLICY

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

Date Adopted: August 13, 2013  
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;<sup>2</sup>
- 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 anywhere on school property, including parking areas and in or upon a school bus, will result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

#### **Other Weapons**

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

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: August 13, 2013  
Last Revised:

### **3.50—ADMINISTRATOR EVALUATOR CERTIFICATION**

#### **Continuing Administrators**

The Superintendent or designee shall determine and notify in writing by August 31 of any current or prior contract year those currently employed administrators who will be responsible for conducting Teacher Excellence Support System (hereinafter TESS) evaluations. 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. 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.

#### **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.

Legal Reference:       Arkansas Department Of Education Rules Governing The Teacher Excellence And Support System 4.05

Date Adopted: August 13, 2013

Last Revised:

## **APPENDICES**

### ***Job Description— Elementary or Secondary School Principals***

The elementary or secondary school principals shall work in accordance with the administrative organizational plan of the district and shall be directly responsible for the administration of the school. More specifically, his/her duties are to:

1. Direct, supervise and evaluate the curricular programs of his/her school.
2. Direct, observe, and evaluate the work of personnel assigned to his/her school.
3. Assist in the supervision of the operation and maintenance of the building, grounds, and other school property assigned to him/her.
4. Administer district policies and regulations within the school.
5. Promote pupil welfare and desirable school, pupil, teacher, and community relationships.
6. Assist in the direction and carrying out of an in-service program.
7. Strive for self-improvement through participation in activities that would enhance professional development.
8. Work cooperatively and effectively with other administrative, specialized, and supervisory personnel and their programs.
9. Coordinate the activities of his/her school with the activities of other schools in the system.
10. Secure necessary substitutes for personnel for the school to which assigned and assure that necessary lesson plans are in place.
11. Be responsible for the discipline of students.
12. Be responsible for students during school hours.
13. Be responsible for student attendance.
14. Be responsible for student activities and organizations.
15. Make recommendation to the Superintendent concerning teacher applicants for employment in his/her school.
16. Make recommendations to the Superintendent concerning budget items relative to instructional programs in his/her school.
17. Supervise and be responsible for the accounting of all funds received by the school unit.
18. Annually review/revise student handbooks as necessary before July Board meeting in accordance with Policy B-14.
19. Perform other duties as assigned.

## ***Job Description— Classroom Teacher***

### **QUALIFICATIONS:**

1. A Bachelor's Degree (Minimum).
2. Must meet Arkansas Certification requirements.
3. Evidence of a strong commitment to qualify integrated education.

**REPORTS TO:** Principal

**JOB GOAL:** To help students learn subject matter and skills that will contribute to their development as mature, able, and responsible men and women.

### **PERFORMANCE AND RESPONSIBILITIES:**

1. Meets and instructs assigned classes in the location and at the times designated.
2. Plans a program of study, that as much as possible, meets the individual needs, interests, and abilities of the students.
3. Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of the students.
4. Prepares for classes assigned, and shows written evidence of preparation upon request of immediate superior.
5. Encourages students to set and maintain standards of classroom behavior.
6. Guides the learning process toward the achievement of curriculum goals and--in harmony with the goals—establishes clear objectives for all lessons, units, projects and the like to communicate these objectives to students.
7. Employs a variety of instructional techniques and instructional media, consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or student groups involved.
8. Strives to implement by instruction and action the district's philosophy of education and instructional goals and objectives.
9. Assesses the accomplishments of students on a regular basis and provides progress reports as required.
10. Maintains accurate, complete and correct records as required by law, district policy, and administrative regulation.
11. Assists the administration in implementing all policies and/or rules governing student life and conduct, and, for the classroom, develops reasonable rules of classroom behavior and procedure, and maintains order in the classroom in a fair and just manner.
12. Strives to maintain and improve professional competence.
13. Teachers are required to be at school at least 10 minutes before first bell and remain at school at least 20 minutes after dismissal bell.

## Licensed Personnel Policy Handbook

14. Attends staff meetings and serves on staff committees as required.
15. To perform other duties that may be assigned by the Superintendent or his designee.

### TERMS OF EMPLOYMENT:

As stated in contract.

### EVALUATION

Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

## ***Job Description— Guidance Counselor***

### **QUALIFICATIONS:**

1. Minimum of a Master's Degree.
2. Eligible for Arkansas certification requirements.
3. Evidence of a strong commitment to quality integrated education.
4. Evidence of successful experience in dealing with students, administrators, staff, and parent decision making.

**REPORTS TO:** Principal

**JOB GOAL:** To help students overcome problems that impede learning and to assist them in making educational, occupation, and life plans that hold promise for their personal fulfillment as mature and responsible men and women.

### **PERFORMANCE RESPONSIBILITIES:**

1. Provide developmental guidance activities for all students.
2. Offer small-group guidance for individual growth.
3. Serve as a consultant for behavioral, social, and educational concerns.
4. Are available for crisis counseling.
5. Accept referrals from parents, educators, and students themselves.
6. Help identify students who need assistance but do not come forward.
7. Consult with parents individually or in groups.
8. Organize special guidance activities.
9. Monitor school climate and recommend appropriate action.
10. Work with outside agencies as required and provide follow-up of students who are referred.
11. Assist in interpreting and utilizing school data.
12. Provide counseling for students who are retained in a grade or have special needs.
13. Assist in coordinating the standardized testing program.
14. Serve as committee members for educational plans on students who did not pass state competency tests.
15. Assist in coordinating orientation procedures for 6th graders.
16. Assist the principal and teachers incorporating effective education into the curriculum.
17. To perform other duties that may be assigned by the Superintendent or his designee.

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### Counselors do not:

1. Serve duty which requires disciplinary action.
2. Administer discipline or witness corporal punishment.
3. Administer psychological evaluations.
4. Assume administrative, clerical, or substitute teaching duties.

This information is taken from the School Guidance Handbook that is published by the Arkansas State Department of Education.

### TERMS OF EMPLOYMENT:

As specified in the contract.

### EVALUATION:

Performance of this job will be evaluated annually in accordance with provisions of the Board's policy on Evaluation of Certified Personnel



### ***Job Description— Educational Examiner***

1. Assess each child referred for a special education evaluation by gathering and interpreting background information and administering achievement, language, psychomotor, and intelligence tests, as appropriate. Special education examiner will keep all principals informed prior to all referrals.
2. Stay current with newly published tests and procedures, and determine the most appropriate tests for each situation.
3. Analyze all available data and suggest the handicapping condition, when one is indicated.
4. Compile testing results and recommendations for the parents and teachers in a report form.
5. Conduct the evaluation conferences and interpret the testing data for the committee.
6. Maintain records of all students evaluated.
7. Act as a resource person for teachers and counselors.
8. Provide in-service training as required.
9. Stay informed of laws and regulations concerning special education in order to insure compliance.
10. Perform other duties as assigned.

### ***Job Description— Athletic Director***

The athletic director, under the supervision of the Superintendent, shall be administratively responsible for the athletic program at Cutter Morning Star Junior and Senior High Schools.

Duties of the Athletic Director are to:

1. Work with all coaches to improve the athletic program.
2. Be responsible for scheduling athletic contests and securing contracts.
3. Be responsible for preparing an athletic budget, using input from the coaches.
4. Coordinate all activities involving use of athletic facilities.
5. Make recommendations as to selection and changes of personnel in the athletic department.
6. Direct and coordinate the purchase, allocation, storage, inventory, and cleaning of all athletic equipment. A complete inventory will be submitted prior to approval of the athletic budget for the ensuing year.
7. Be responsible, in cooperation with the Superintendent, for the fiscal control of the athletic budget.
8. Be responsible for making travel, lodging, and feeding arrangements for all athletic teams.
9. Coordinate and direct the scheduling of athletic activities within the school system and with schools outside the district.
10. Be responsible for daily maintenance and preparation of facilities for all athletic events.
11. Be responsible for the writing of specifications, securing bids, and for the purchase of all athletic equipment. Approval of the Superintendent must be obtained before ordering equipment.
12. Be responsible for keeping the athletic booster club informed about the program and its needs.
13. Keep the Superintendent of schools continually informed in all areas of responsibility.
14. Perform other duties as assigned.

***Job Description— Speech/Language Pathologist***

The speech pathologist shall work under the direction of the building principal. The major responsibilities shall include the following:

1. Attendance and assistance in referral, assessment, programming, and placement as appropriate.
2. Conduction of student screening, as established in the local school district.
3. Administration and interpretation of appropriate assessments of authority and communicative abilities functioning.
4. Provision of a written report of assessment information with recommendations to the evaluation/programming committee when deemed necessary.
5. Recommendation of referral of students to appropriate support agencies or medical facilities as a result of screening or formal evaluation.
6. Recommendation of appropriate long and short range goals regarding speech therapy services and interpretation of these goals to school personnel and parents.
7. Establishment of appropriate therapy schedules and administration of therapy based on needs assessed and established in the Individual Education Plan (IEP).
8. Conduction of conferences with school personnel and parents when program changes are indicated, to include minimally an annual review of the program.
9. Provision of, upon request, counseling, consultation, or in-service programs to teachers, parents, or community members as a representative of the local school district.
10. Recommendation of materials, supplies, and equipment for carrying out the functions of the position to the school principal.
11. To perform other duties as assigned.

## ***Job Description— Library Media Specialist***

### **QUALIFICATION:**

Eligible for Arkansas certification requirements.

**REPORTS TO:** Principal

### **JOB PERFORMANCE STANDARDS:**

#### **Leader, Planner and Manager**

The Library Media Specialist provides leadership in the planning, management and evaluation of school Library Media Programs.

1. Directs, organizes and supervises the personnel and services essential to a unified Library Media program centered on student's needs and the instructional goals of the school.
2. Initiates and maintains formal contacts with principal and teachers to evaluate programs, facilities, materials, equipment and personnel.
3. Develops a written long-range plan for Library Media Services and integrates the activities designated in the plan into the total school curriculum.
4. Establishes and maintains an environment in the library media center in which students and staff can work at productive levels.
5. Communicates the philosophy and goals of the school library media program to the students, faculty, administration and community.
6. Establishes relationship with colleagues, students, parents and community which reflect recognition of and respect for every individual.
7. Develops and continually updates the professional expertise necessary to function effectively in the Library Media specialist role.
8. Help prepare and administer the library budget.
9. Supervise library aides in the performance of their duties.
10. Maintain a comprehensive and efficient system for cataloging all library materials and instructs teachers and students on use of the system.
11. Evaluate, select, and requisite new library materials.
12. Inform teachers and other staff members concerning new materials the library acquires.

### Information Specialist

The Library Media Specialist provides access to information and ideas by assisting students and staff in identifying information resources and in interpreting and communicating intellectual content.

1. Makes resources available to students and teachers through a systematically developed and organized collection of Library Media materials, supplemented with resources available outside the school.
2. Develops flexible circulation, loan and use policies that ensure equity of access to all users.
3. Assures access to information resources by providing an accurate and efficient retrieval system.
4. Implements policies that respect the rights of users to confidentiality and unrestricted access to information resources.
5. Assists all users in identifying, locating and interpreting information.
6. Arranges for flexible scheduling of facilities, staff time and collections to meet the needs of individuals, small groups and large groups for research, browsing, recreational reading, viewing, or listening at the point of need.

### Teacher

The Library Media Specialist instructs students on a formal and informal basis in skills related to reading, research, production of materials and the use of information and instructional technologies.

1. Works to ensure the integration of information skills throughout the school's instructional program.
2. Plans, teaches, evaluates and reinforces instructing designed to make students and staff effective users of information.
3. Assists teachers in promoting reading and provides reading experiences for students in groups and as individuals.
4. Promotes life-long learning by fostering positive attitudes toward libraries and by working to develop students' viewing, listening and critical thinking skills.
5. Monitors rights and responsibilities of users relating to the generation and flow of information and ideas (e.g. copyright; confidentiality/privacy; intellectual freedom).
6. Provides staff development opportunities for school personnel in the selection, use, evaluation and production of media and new and emerging technologies.

Instructional Consultant

The Library Media Specialist collaborates with teachers and administrators to develop programs which implement the curriculum and which reinforce, extend and/or remediate classroom instruction.

1. Participates in district, building, department and grade-level curriculum design and assessment projects on a regular basis.
2. Translates curriculum needs into Library Media program goals and objectives.
3. Contributes to the development of complete instructional units with teachers, using a systematic instructional design process.
4. Assesses and promotes effective use of instructional technology.
5. Performs clearinghouse function for professional materials and opportunities available from education agencies outside the school.
6. To perform other duties that may be assigned by the Superintendent or his designee.

TERMS OF EMPLOYMENT:

As stated in contract.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

### ***Job Description— Gifted and Talented Coordinator/Facilitator***

Program planner will:

1. Plan and coordinate the district gifted program.
2. Work with school board, administrators, teachers, parents, in administering the gifted program.
3. Writing of proposals, validating program according to G/T approved standards, budget, ADM, etc.
4. Conduct teacher in-service for identification, scheduling, programming, and evaluation.
5. Conduct parent and community awareness sessions to encourage advocacy for gifted programs.
6. Maintain files, profiles, and information on all students nominated for talent pool.
7. Chair the committee for identification of students for the gifted programs.
8. Arrange for field trips and resource speakers as needed.
9. Provide support and resources for regular teachers with gifted students in their classes.
10. Teach special classes for gifted students K-9.
11. Monitor services to the gifted in advanced classes 10-12.
12. Provide a public relations system between students/teachers, G/T teachers/regular teachers, teachers/administrators, program personnel/school board, and school/community.
13. Evaluate the district's program yearly to strengthen and improve program by gathering data from teachers, students, and parents.
14. Submit an evaluation report at the end of each year.
15. Attend workshops and meetings to stay informed about current ideas and practices in gifted education.
16. To perform other duties as assigned.

### ***Job Description— Gifted and Talented Facilitator***

The teacher of the gifted will:

1. Provide learning activities which are suited to the needs of the gifted child, especially in the areas of creativity, thinking skills, and research skills.
2. Provide opportunities for students to enhance, develop and use their initiative, self-motivation, and originality.
3. Assist the students in the development of cognitive, affective, and valuing skills.
4. Develop the students' sense of responsibility for independent study.
5. Provide outside resources (people/field trips) that will enhance areas of study.
6. Foster advocacy for the gifted by communication with regular classroom teachers, parents, etc.
7. Maintain student records, attendance, and evaluation.
8. Attend workshops and meetings to stay informed about current ideas in gifted education.
9. To perform other duties as assigned.



### ***Job Description— Resource Teacher***

The resource teacher shall work under the direction of the principal. The major responsibilities shall include the following:

Assist in assessment, programming, and placement of initial referrals.

1. Assist in assessment, programming, and placement of initial referrals.
2. Initiate reevaluation referrals, attend conferences, and assist in assessment, programming, and placement of the re-evaluated student.
3. Recommend appropriate long and short range goals regarding resource room services and interpretation of these goals to school personnel and parents.
4. Establish appropriate resource schedules based on needs assessment as established in the Individual Education Plan (IEP).
5. Participate in conferences with school personnel and parents when program changes are indicated, to include minimally an annual review of the program.
6. Recommend materials, supplies, and equipment for carrying out the functions of the position to the school principal.
7. Meet the needs, abilities, and interests of individual students and stimulate maximum achievement by all learners.
8. Communicate on a regular basis with regular classroom teacher regarding student's progress in deficit areas.
9. Maintain all records as required by A.D.E. standards.
10. Perform other duties as assigned.

### ***Job Description— Title I Teachers of Reading and Math***

The Title I Reading Teacher shall be under the direction of the principal for execution of the policies of the Board as they related to the function of the school, to the classroom, and to the immediate contact with pupils and parents. The Title I Reading Teacher's specific responsibilities shall include the following:

1. To provide individualized instruction in reading skills.
2. To write a Personal Education Plan (PEP) for each student, and to keep it up-to-date in regards to short term goals.
3. To give each student selected for the reading program an informal reading inventory to determine the instructional level of the student.
4. To schedule classes with as little interference with the classroom teachers' schedules as possible.
5. To attend parent/teacher conferences if the classroom teacher so requests or to be available to parents for conferences.
6. To conference with classroom teachers concerning the student's progress, instructional level, further aides to progress, referrals, or any matter concerning the Title I students.
7. To order and/or make materials which are supplemental to those used in the regular classroom setting.
8. Utilize specifically designated planning time for the following:
  - a. To update PEP's according to goals achieved by each child.
  - b. To do individual diagnostic testing of students new to the reading program.
  - c. To administer pre-tests and post-tests to students in the program as needed.
  - d. To prepare daily individual lesson plans for the students.
  - e. To prepare teaching materials needed for the individualized reading program.
  - f. To update reports of entered and/or dropped students from the program.
  - g. To contact classroom teachers to determine which eligible student should enter the reading program where a vacancy has been created by a child leaving the program.
  - h. To administer the Title I Program, as written.
9. To perform other duties as assigned.

### ***Job Description— Title I Coordinator***

The Title I Coordinator shall be under the direction of the Superintendent for execution of the policies of the board as they related to the function of the school, to the classroom, and to the immediate contact with pupils and parents. The Title I Coordinator's specific responsibilities shall include the following:

1. Plan and coordinate the district Title I reading and math programs.
2. With the Superintendent, the Title I Coordinator will develop and write the Title I grant.
3. Identify and place Title I students in the reading and math programs.
4. Order all materials for the Title I reading and math programs.
5. Develop a PEP for each Title I reading and math student.
6. Develop a schedule for Title I tutors.
7. Plan, conduct, and document annual Title I parents' meeting.
8. Monitor Title I tutors and complete all monitoring reports to be presented to building principal and Superintendent.
9. Maintain records on all Title I students.
10. Compile and submit annual Title I evaluation at the end of the year.
11. Perform other duties as assigned.

### ***Job Description— Band Director***

The Band Director shall work under the direction of the principal. The major responsibilities shall include:

1. Conducting the band at football games.
2. Preparing and presenting half-time performances on the football field. This also includes preparing auxiliary units.
3. Preparing and presenting a Christmas Band concert.
4. Taking the band to ASBOA sanctioned competitions for group and individual performances.
5. Conducting the pep band at specific prearranged basketball games.
6. Preparing and presenting a spring concert.
7. Being responsible for the assignment and collection of band uniforms.
8. Being responsible for the assignment, collection, and purchase of band equipment.
9. Overseeing and purchasing music for the band library.
10. Supervising fund raising activities sponsored by the Band Parents Association.
11. Participate in ASOBA region and state conferences for directors.

## ***Job Description— School Nurse***

### **Responsibilities**

The school nurse should have the physical, mental, social, emotional, and value-making capabilities as well as the professional nursing and educational preparation to adequately perform in the following areas:

1. To appraise and identify the health needs of students and other school personnel through planning and administering recommended screening tests such as vision, hearing, orthopedic, and physical examinations.
2. To encourage the correction of remedial defects by working with parents, teachers, and community agencies.
3. To work with administrators, teachers, and other school personnel to modify the school environment and curriculum for children with health problems.
4. To provide health counseling to students, parents, and school personnel.
5. To assume responsibility for the care of the sick and injured in keeping with school policy.
6. To assist in planning and to participate in projects concerned with health education and service to the schools.
7. To maintain adequate and up-to-date health records.
8. To serve as a resource person to school and community in health education including, but not limited to, physical, emotional, personal and social, and consumer health and safety.
9. To present health education both informally by means of bulletin boards and opportune teaching moments and formally in the classroom as needed.
10. To recommend changes in the environment to reduce health and safety hazards.
11. To review and evaluate own job performance and professional development
12. To evaluate the nursing aspects of the school health program

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