

Pottsville School District 58-04

2014-2015

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3.0—FOREWORD

This handbook contains policies and regulations applicable to licensed personnel of the Pottsville Public Schools. As new policies are adopted or old policies revised, copies shall be made available for inclusion in the handbook.

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PERSONNEL POLICIES COMMITTEE

It shall be the policy of the Pottsville School District to establish and maintain a Personnel Policies Committee as established by Act 400 of the 1975 Legislature. The Personnel Policies Committee may be referred to as the PPC throughout the remainder of this document.

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

All personnel policies adopted by the Board shall be given to each teacher or administrator employed for the first time. Any amendments to the personnel policies shall also be given to all personnel within thirty (30) days of approval by the Board. These policies will become a part of the school employee's contract. The personnel policies of each school district properly adopted under Ark. Code 6 17-201-208 shall be considered to be incorporated as terms of the licensed personnel contracts and shall be binding upon the licensed personnel and the district. (Act 1260 of 1995-section a)

The Board shall provide for a committee on Personnel Policies, as composed by law, to review annually the personnel policies of the Board to determine if additional policies or amendments to existing policies are needed. The Committee may propose new policies or amendments to existing policies. Policies affecting salaries will be proposed to the teachers through the PPC, which will serve as the Salary Committee for such purposes. (617-200-207) Student handbook and discipline policies must be reviewed by the PPC.

The personnel policies committee shall consist of eleven licensed members. Eight of these shall be teachers elected by a majority of the classroom teachers employed in the district, by secret ballot, and in an election conducted by the teachers. Of these eight, two shall be members elected from the elementary, two elected from secondary, two elected from middle school, and two elected from Junior High. The remaining three positions shall be held by administrators, one each from elementary, secondary, and middle.

The committee positions and terms will run as follows:

4 three-year positions

4 two-year positions

One member from elementary, one member from secondary, one member from Junior High, and one member from middle school shall hold one of each of the positions described above. Each administrator will serve on a non-rotating basis.

The Board shall consider and adopt, reject, or refer back to committee for further study and revisions any proposed policies or amendments that are submitted to the Board for consideration.

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The PPC will organize itself in the first quarter of each school year to elect a chairman and secretary. The committee will develop a calendar of meetings for the year, primarily to review the district's policies to determine if additional policies or amendments to existing policies are needed. Minutes of the committee meetings should be promptly recorded and distributed to members of the school board, posted in the buildings of the district including administrative offices, and updated on the district website when possible. Either the committee or the school board may propose new personnel policies or amendments to existing policies. Changes proposed by the school board must be submitted to the committee at least five working days prior to any formal action on the proposal by the board. After presentation to the board, final action may be taken at the next regular board meeting. The committee must also present its proposed policies or amendments to the existing policies to the board for consideration. The board has the authority to adopt, reject, or send proposals back to committee for further study and revision any proposed policies or amendments to existing policies.

A teacher or administrator being employed by the school district for the first time will be given a copy of the district's personnel policies at the time of his employment. Each teacher or administrator must be furnished a copy of any amendments to the personnel policies within thirty days after approval of such amendments by the School Board of the district. The personnel, policies of a school district in effect at the time of the teacher's contract is entered into or renewed are considered to be binding upon both parties unless changed by mutual consent. Any changes or additions to the personnel policies may take effect before the next fiscal year only if the changed or additions are made in accordance with Ark. Code 6-17-201, et seq. and if the changes or additions are approved by a majority of the licensed personnel employed by the district voting by secret ballot. Personnel policy committee shall conduct the voting and counting. (Act 1260 of 1995, section c)

Unless changed by mutual consent, any amendments to personnel policies or new personnel policies adopted by the school board during the term of a contract shall not be effective until July 1 of the following year.

It will be the policy of the PPC to require all members of the committee to attach their signature to any document that has been approved by vote for circulation. It is also the policy of the PPC that all approved documents intended for circulation be signed by the document's author. All PPC approved documents, as described above, intended for district or school building dissemination will require the following statement be added to the top of each page of the document:

This information was presented to the Pottsville Licensed Personnel Policy Committee and approved for dissemination on _____. (Enter date of Approval)

This information is intended to prevent confusion between PPC approved and unapproved information.

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Date Adopted: June 10, 2010 Last Revised: May 17, 2012

3.1—LICENSED PERSONNEL SALARY SCHEDULE

Pottsville School District

2014-15
Salary Schedule

(190 days)

<u>Yrs. Exp.</u>	<u>BSE</u>	<u>BSE+15</u>	<u>Masters</u>	<u>Masters +15</u>
0	35,270	36,470	37,670	38,870
1	35,870	37,070	38,270	39,470
2	36,470	37,670	38,870	40,070
3	37,070	38,270	39,470	40,670
4	37,670	38,870	40,070	41,270
5	38,270	39,470	40,670	41,870
6	38,870	40,070	41,270	42,470
7	39,470	40,670	41,870	43,070
8	40,070	41,270	42,470	43,670
9	40,670	41,870	43,070	44,270
10	41,270	42,470	43,670	44,870
11	41,870	43,070	44,270	45,470
12	42,470	43,670	44,870	46,070
13	43,070	44,270	45,470	46,670
14	43,670	44,870	46,070	47,270
15	44,270	45,470	46,670	47,870
16	44,870	46,070	47,270	48,470
17	45,470	46,670	47,870	49,070
18	46,070	47,270	48,470	49,670
19	46,670	47,870	49,070	50,270
20	47,270	48,470	49,670	50,870
21	47,870	49,070	50,270	51,470
22	48,470	49,670	50,870	52,070
Salary schedule based on a 190 day contract. Extended contracts are prorated.				
Stipend for those employees that are topped out on the salary scale.				\$400.00
Superintendent	Negotiable			
Elementary Principal	(240 days)	Base salary times index of 2.024986986		
Middle Grades Principal	(240 days)	Base salary times index of 2.172479611		
Jr High Principal	(240 days)	Base salary times index of 2.142981086		
High School Principal	(240 days)	Base salary times index of 2.313609810		
Curriculum & Instructional Supv	(200 days)	Base salary times index of 1.9810284		
Instructional Supervisor	(240 days)	Base salary times index of 1.847995836		

Adopted: May 15, 2014

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

Districts shall distribute funding for health insurance coverage in accordance with state law, the Affordable Care Act, and policy 7.23-Health Care Coverage and the Affordable Care Act. The District reserves the right to adjust the

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monthly distribution as necessary to account for changes in staffing, student population, and the ADE determination of the funding required to be distributed based on the funding matrix. Specifically, the amount distributed to each employee is NOT part of their salary and is NOT guaranteed to be the same from month-to-month or year-to-year. For the purposes of this policy, a master's degree or higher is considered "relevant to the employee's position" if it is related to education, guidance counseling, or the teacher's content area and has been awarded for successful completion of a program at the master's level or higher by an institution of higher education accredited under Arkansas statutory requirements applicable at the time the degree was awarded.

Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to the Superintendent. 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.

Arkansas Professional Pathway to Educator Licensure (APPEL) Program

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

Licensed employee, seeking additional area or areas of licensure

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

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

A.C.A. § 6-13-635 requires the Board to adopt a resolution that it has reviewed and adopted all salary 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 _____ 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 **insert date** school-year.

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

A.C.A. § 21-5-405

ADE Rules Governing School District Requirements for Personnel Policies, Salary Schedules, Minimum Salaries, and Documents Posted to District Websites

Date Adopted: April 17, 2014

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Last Revised:

3.1b—PAY PERIOD

Pay day will be the 20th of each month unless that day falls on a weekend or holiday in which case pay day will be the preceding Friday.

Direct deposit will be available to licensed employees upon request and when the employee furnishes the district with all required paperwork.

Date Adopted: May 20, 2004

Last Revised: May 17, 2012

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3.2—LICENSED PERSONNEL EVALUATIONS

Definitions

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

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

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

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

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

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

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

Teachers

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

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

Teachers will be evaluated under the schedule and provisions required by TESS. Each school-year, the district will conduct a summative evaluation over all domains and components on all probationary teachers as well as any teacher currently on an "intensive support" improvement plan or who has successfully completed intensive support or participated in an improvement plan during the current or previous school-year. All teachers not covered in the previous sentence will have a summative evaluation over all domains and components at least once every three years. To establish the initial three-year rotation schedule for non-probationary teachers to be summatively evaluated, at least one-third of each school's non-probationary teachers will be selected for evaluation by the Administration.

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

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

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

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

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

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

Building Level or District Level Evaluations

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

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

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

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

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

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

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

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

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

Date Adopted: April 17, 2014
Last Revised: June, 2014

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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: May 20, 2004

Last Revised: May 17, 2012

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3.3a—PERSONNEL RECORDS

The employer shall maintain one official personnel file in the office of the superintendent for each employee.

An employee should be apprised of all documents prior to entry into the employee's file. Addresses and telephone numbers of teachers shall remain confidential unless the teacher, in writing, grants permission for disclosure.

No material derogatory to an employee's conduct, service, character or personality shall be placed in the personnel file unless the employee has received a copy and has had an opportunity to review the material. The employee shall have the right to submit written response to such material and attach it to the file derogatory information can be challenged in one of two ways: (1) writing a rebuttal to the information and having the rebuttal entered into the file as permitted by law; (2) filing a grievance requesting removal of the material.

Individual personnel files shall be confidential. However, an employee shall have the right to make such additions or responses to materials contained in the file as the employee deems necessary. Only the superintendent and the employee's immediate supervisor/principal shall have access to the personnel file. The employee shall initial and date all materials prior to placement in the personnel file.

An employee shall have access to the official personnel file during regular working hours at a time mutually agreed upon. The employee may have a chosen representative present when the file is reviewed. Any material in the file may duplicated by the employee free of charge. A log shall be maintained showing the names of all persons who examine the contents of the file, the dates on which the file was examined and a description of the documents, which may have been copied.

The chosen representative, with written permission from the employee, shall have access to an employee's personnel file at a reasonable time during regular office hours after having given reasonable notice and having obtained express written consent from the employee.

If an employee's personnel file or any of its contents is subpoenaed in accordance with the law, the employee shall be immediately notified in writing.

COMPLAINTS

Employees shall receive written notice and copies where applicable, of written complaints regarding their work performance. Such notice shall identify the complainant(s) and shall be provided to the employee within five (5) days of initial receipt of the complaint. Records of complaints will be provided to the employees.

No complaints without clear substantiation will be placed in an employee's file.

The employee shall have the opportunity to answer the complaint. The employee's written response will be communicated to the complainant and be attached to any retained written record of the complaint. The retention in the employee's file of any oral or written complaint concerning alleged acts by an employee may be the subject of a grievance.

Date Adopted: May 20, 2004

Last Revised:

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

Points

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

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

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

- Graduate degree in any area of licensure in which the teacher will be ranked (only the highest level of points apply)

1 point—Master's degree

2 points—Master's degree plus thirty additional hours

3 points—Educational specialist degree

4 points—Doctoral degree

- National Board of Professional Teaching Standards certification—3 points
- Additional academic content areas of endorsement as identified by the State Board—1 point per area
- Licensure for teaching in a State Board identified shortage area—2 points
- Multiple areas and/or grade levels of licensure as identified by the State Board —1 point per additional area or grade level as applicable. For example, a P-4 license or a 5-8 social studies license is each worth one point.

When the District is conducting a RIF, all potentially affected teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points to the superintendent whose decision shall be final. Except for changes made

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pursuant to the appeals process, no changes will be made to the list that would affect a teacher's point total after the list is released.

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

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

Recall:

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

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

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

SECTION TWO

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

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

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

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

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

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: April 17, 2014

Last Revised:

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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 memo¹ 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.

Note: ¹ The following language is offered as suggestive for the cover memo.

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

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

Date Adopted: April 21, 2011

Last Revised: May 17, 2012

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3.5a—RENEWAL OF CONTRACTS

- A. Staff members are appointed annually by the Board of Education upon the recommendation of the Superintendent of Schools.
- B. The appointment of administrative, supervisory, regular teaching staff, and long-term substitute teachers is evidenced by written contracts, which are binding on both employer and employee.
- C. The names of all administrative personnel shall be presented to the Board of Education at the regular meeting of the Board of Education in February or March of each year. The names of all other personnel shall be presented for re-employment to the Board of Education at its regular meeting in March or April of each year.
- D. All offers to renew annual contracts shall expire if not accepted in writing and returned to the School Administration office within thirty (30) days of the date issued.

Date Adopted: June 10, 2010

Last Revised:

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3.5b—Procedure for Intra-District Transfer

When it is known that a vacancy exists, or will exist, notice of the vacancy is to be posted in a conspicuous place in all schools and the Central Office. Those persons who are presently employed on another job in the School District and wish to be considered for the vacancy shall make such desires known to the supervisor responsible for interviewing applicants no later than three (3) working days from the date such vacancy notice is posted.

TRANSFER

The Board of Education may transfer a teacher or other personnel upon the recommendation of the Superintendent when it is in the best interest of the School District to do so. Such transfer shall not be arbitrary, capricious, or discriminatory.

The Board may also grant a requested transfer if the employee requesting the transfer possesses the required qualifications for the desired position and if a vacancy in such position exists. All requests for voluntary transfers shall be carefully considered by the building administrator and the Superintendent and reviewed by the Board on a non-discriminatory basis.

Date Adopted: May 20, 2004

Last Revised:

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3.5c—T-DROP POLICY

Effective with this revision, the District is required to pay full retirement matching amounts to the ADE on T-Drop eligible employees. All T-Drop employees will not receive this compensation.

Date Adopted: May 21, 2009

Last Revised:

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3.6—LICENSED PERSONNEL EMPLOYEE TRAINING

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

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

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

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

Each licensed employee who is on a 190 day contract shall receive a minimum of sixty (60) hours of PD annually to be fulfilled between July 1 and June 30. All licensed employees are required to obtain thirty six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.²

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

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

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

Flexible PD hours (flex hours) are those hours which an employee is allowed to substitute PD activities, different than those offered by the District, but which is still aligned to the employee's Individual Improvement Plan, Professional Growth Plan, or the school's ACSIP. The District shall determine on an annual basis how many, if any,

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flex hours of PD it will allow to be substituted for District scheduled PD offerings. The determination may be made at an individual building, a grade, or by subject basis. The District administration and the building principal have the authority to require attendance at specific PD activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex PD hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the licensed employee's required hours shall equal one contract day. Hours of PD earned by an employee that is not at the request of the District and is in excess of the employee's required hours, or not pre-approved by the building principal, shall not be credited toward fulfilling the required number of contract days for that employee.³ Hours earned that count toward the licensed employee's required hours also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for PD hours earned at the request of the District that necessitate the employee work more than the number of days required by their contract.⁴

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Teachers' PD shall meet the requirements prescribed under the Teacher Evaluation Support System (TESS).⁶

By the end of the 2014-15 school-year, teachers shall have received professional awareness on the indicators of dyslexia and the science behind teaching a student who is dyslexic.⁷

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

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

Licensed personnel shall receive fifteen (15) PD hours for a three-hour undergraduate or graduate level college course that meets the criteria identified in law and applicable ADE rules. A maximum of eighteen (18) such hours may be applied toward the thirty six (36) hours of PD required annually for license renewal.⁸

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

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Approved PD activities may include:

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

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

PD activities shall relate to the following areas:

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

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

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

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

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

² A.C.A. § 6-17-2402(1) defines a "basic contract" as a teacher employment contract for 190 days that includes 10 days of PD. Based on that, the new rules establish separate requirements for 190 day contract employees and all other licensed employees. Under the rules, ONLY 190 day contract employees on a "basic teacher contract" are required to receive 60 hours of PD annually. All employees have to get 36 hours for their license renewal, but if the employee is not on a 190 day contract, there is no requirement for hours beyond the 36.

³ 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.

⁴ There is confusion surrounding districts requiring more than the required PD and employees who get more than their required hours, but do so of their own choosing. A.C.A. § 6-17-807(a) requires districts to pay a teacher their daily rate of pay for days worked in excess of the number in their contract. Each 6 hours of PD equal one day worked. Teachers who are required/requested to attend 6 more hours than they are required by statute to attain have worked an extra day of their contract. This can be addressed by giving the employees a flex PD day off or paying them their daily rate of pay for the extra day worked. Teachers who are so dedicated that, on their own, they get more than their required PD hours do not get credit for a day worked for each 6 hours of excess PD.

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

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

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

⁸ This is an instance of the rules not mirroring the statute, A.C.A. § 6-15-1004(c), so we suggest reading Section 4 of the PD Rules along with the statute. Both permit the district to require additional hours, but if you choose to do so and the employee's required PD is in excess of 36 or 60, as applicable, the employee is due his/her daily rate of pay for the excess hours. See footnote #4.

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

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

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04

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ADE Rules Governing Professional Development

ADE Rules Governing the Arkansas Financial Accounting and Reporting System
and Annual Training Requirements

A. C.A. § 6-10-121

A. C.A. § 6-10-122

A. C.A. § 6-10-123

A.C.A. § 6-15-404(f)(2)

A.C.A. § 6-15-420

A.C.A. § 6-15-426(f)(g)(h)

A.C.A. § 6-15-438

A.C.A. § 6-15-1004(c)

A.C.A. § 6-15-1302

A.C.A. § 6-15-1303

A.C.A. § 6-15-1703

A.C.A. § 6-16-1203

A.C.A. § 6-17-703

A.C.A. § 6-17-704

A.C.A. § 6-17-708

A.C.A. § 6-17-709

A.C.A. § 6-17-2806

A.C.A. § 6-17-2808

A.C.A. § 6-18-502(f)

A.C.A. § 6-18-514(f)

A.C.A. § 6-20-2204

A.C.A. § 6-20-2303 (15)

A.C.A. § 6-41-608

A.C.A. § 6-61-133

Date Adopted: June 19, 2014

Last Revised:

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3.6a—PROFESSIONAL ORGANIZATIONS AND MEETINGS

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

Members of AEA/NEA will be allowed to attend the two-day workshops held in the fall.

All teachers and other employees shall attend district-sponsored institutes and meetings held for their benefit. In-service meetings will be held in compliance with state requirements.

Date Adopted: May 20, 2004

Last Revised:

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3.7—LICENSED PERSONNEL BUS DRIVER DRUG TESTING

Scope of Policy

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

1. The employee shall possess a current commercial vehicle drivers license for driving a school bus;
2. Have undergone a physical examination, which shall include a drug test¹, by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certificate of school bus driver in service training².

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 employee³. 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 Database⁴.

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:

- 1) All time spent inspecting, servicing, and/or preparing the vehicle;
- 2) All time spent driving the vehicle;
- 3) All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
- 4) All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

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

1. Is designed to carry more than ten (10) passengers;
2. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
3. Is operated for the transportation of students from home to school, from school to home, or to and from school events⁵.

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

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4. Reasonable suspicion.

Prohibitions

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

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

Testing for Cause

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle⁶.

Refusal to Submit

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

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

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

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Consequences for Violations

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment⁷.

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

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

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

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

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

Give a copy of this policy to your drivers.

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

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

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

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

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

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

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

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

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

This policy is similar to Policy 8.4. If you change this policy, review 8.4 at the same time to ensure applicable consistency between the two.

Legal Reference: A.C.A. § 6-19-108
 A.C.A. § 6-19-119
 A.C.A. § 27-23-201 et seq.
 49 C.F.R. § 382.101 – 605
 49 C.F.R. § part 40
 49 C.F.R. § 390.5

Arkansas Division of Academic Facilities and Transportation Rules Governing Maintenance and Operations of Arkansas Public School Buses and Physical Examinations of School Bus Drivers

Date Adopted: April 17, 2014

Last Revised:

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3.8 —LICENSED PERSONNEL SICK LEAVE - Option B

Definitions

1. "Employee" is a full-time employee of the District.
2. "Sick Leave" is absence from work due to illness, whether by the employee or a member of the employee's immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. "Excessive Sick Leave" is absence from work, whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American's With Disabilities Act; or due to a compensable Workers' Compensation claim.
4. "Grossly Excessive Sick Leave" is absence from work, whether paid or unpaid, that exceeds 10% of the employee's contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American's With Disabilities Act; or due to a compensable Workers' Compensation claim.
5. "Current Sick Leave" means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month, or major part thereof.
6. "Accumulated Sick Leave" is the total of unused sick leave, up to a maximum of one hundred twenty (120) days accrued from previous contract, but not used.
7. "Immediate family" means an employee's spouse, child, parent, or any other relative provided the other relative lives in the same household as the teacher.

Sick Leave

All licensed employees on a 190-230 day contract shall be allowed eleven (11) days sick leave with the full pay during the school year. Two of which may be used as "personal leave" days. All licensed employees on a 240 day contract shall be allowed thirteen (13) days sick leave with full pay during the school year. Three of which may be used as "personal leave" days. If any licensed employee does not use the full amount allowed, the unused amount shall accumulate at a rate of eleven or thirteen days per year to a maximum of 120 work days at full pay, including leave for the year. All days more than 120 will be reimbursed yearly at a rate of 30 dollars per day. Employees that retire or leave the district will be compensated at a rate of 30 dollars per day for unused sick days upon request. After the initial year of employment and all sick days have been used, Pottsville School District can provide an additional ten days of extended sick leave of which the amount of substitute's pay only be deducted. These additional days of extended sick leave will only be provided at the discretion of the Superintendent of Schools and with his approval. All half-days taken will be counted against the total number of days accrued. Lesser amounts of time taken will accumulate toward a half-day or full day of sick leave. This time shall be documented on the accumulated time sheet located in each school building.

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

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

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

At the discretion of the principal (or Superintendent), and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 3.32-LICENSED PERSONNEL FAMILY MEDICAL LEAVE the District may require a

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written statement from the employee's physician documenting the employee's illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

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

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

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

Spousal Donations

District employees who are husband and wife are eligible to utilize each other's sick leave. Written permission must be received for each day of donated sick leave. If the employees are paid at different rates of pay, the lesser rate of pay shall be used for the purpose of the donated sick leave days.

Sick Leave and Family Medical Leave Act (FMLA) Leave

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

Sick Leave and Outside Employment

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

Notes: This policy is similar to Policy 8.5. If you change this policy, review 8.5 at the same time to ensure applicable consistency between the two.

Cross References: 3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

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

29 USC §§ 2601 et seq.

29 CFR part 825

Date Adopted: April 17, 2014

Last Revised:

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3.8a— EXTENDED SICK LEAVE

- A. If a teacher or administrator has a serious temporary disability that will require an extended length of time away from his/her duties, notification should be made to the supervising administrator immediately.
- B. Accrued sick leave may be used, beginning with a written statement from the physician stating that the teacher or administrator is incapable of performing his/her duties and the approximate length of leave time anticipated.
- C. During the period a teacher or administrator is using acquired sick leave, the District shall be responsible for the group insurance premium.
- D. A two-week notice shall be given to the school district before the teacher or administrator expects to start re-employment.
- E. A written statement from the attending physician declaring the teacher or administrator physically able to perform his/her duties successfully shall be a part of this notification.
- F. Upon returning to his/her position, all benefits to which he/she was entitled at the time the extended sick leave commenced will be restored to him/her.
- G. A teacher or substitute teacher replacing a teacher on extended sick leave shall be notified at the time of employment that the position may be terminated on one week's notice
- H. Any teacher whose personal illness extends beyond accumulated sick leave may be granted a leave of absence to the end of the current school year.

Date Adopted: May 20, 2004

Last Revised:

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3.9—LICENSED PERSONNEL SICK LEAVE BANK

A catastrophic sick leave bank is established for the purpose of permitting employees, upon approval, to obtain leave in excess of accumulated and current sick leave, when the employee has exhausted all such leave. Only those employees who contribute to the sick leave bank during a given contract year shall be eligible to withdraw from the sick leave bank.

The Superintendent shall appoint a Catastrophic Sick Leave Bank Committee. That committee shall consist of eight (8) members: four (4) teachers from the PPC committee, three (3) classified employees from the PPC committee, and one (1) principal.

The charge of the Committee shall be:

- Review of Catastrophic Leave Requests
- Determining eligibility
- Determination of continuing eligibility, provided no employee shall be eligible to be awarded catastrophic leave unless all accrued annual and sick leave has been exhausted; the employee has been granted or denied the additional ten days of absence with only substitute pay being deducted; the employee has been employed by the state for 2 years (even though this 2 years may not be continuous, it must be full-time employment in a regularly appointed or employed position); and the employee has not been disciplined for any leave abuse during the past two years of employment.
- Recommend action to the Superintendent.

Withdrawals

The Committee may grant sick leave up to 30 days per contract year for serious personal or family illness, disabilities or accidents (not including accidents for which the employee is receiving Workers' Compensation), which cause the employee to be absent from work and when the employee has exhausted all accumulated and current sick leave.

Requests for withdrawal from the sick leave bank must state the reason(s) for the request and the number of days requested and must be accompanied by a detailed statement from an attending physician of the nature of the malady and the expected duration thereof.

If the information provided to the Committee is deemed by a majority of the Committee to be insufficient, the Committee may require additional information or deny the employee's request, at its discretion.

The Committee shall have the authority to grant, reduce or deny any request. However, the Committee may grant no request, or any granted time may be withdrawn, when the employee accepts retirement; is eligible for Social Security Disability; or other disability insurance or the employee returns to work.

Determinations by the Sick Leave Committee shall be reviewed and approved by the Superintendent. The decision of the Superintendent shall be final and binding. Nothing, however, shall prevent the Superintendent from taking into account the impact on the School's operation in granting or denying

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Catastrophic Leave or in modifying previously approved Catastrophic Leave, if in the judgment of the Superintendent such approved leave would seriously impact the School's operation. Decisions made by the Superintendent may be appealed through normal grievance procedures.

Spousal Donations

District employees who are husband and wife are eligible to utilize each other's sick leave. Written permission must be received for each day of donated sick leave. If the employees are paid at different rates of pay, the lesser rate of pay shall be used for the purpose of the donated sick leave days.

This policy is similar to Policy 8.6. If you change this policy, please review policy 8.6 at the same time to ensure applicable consistency between the two.

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: May 17, 2012

Last Revised:

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3.10—LICENSED PLANNING TIME

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

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

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

Date Adopted: May 17, 2012
Last Revised

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3.10a—TIME SCHEDULES

I. Principals should ordinarily be in their buildings ahead of either pupils or teachers and should remain in their buildings until pupils and teachers have gone. Principals who leave their buildings for any purpose other than attendance at civic clubs, principals' meetings, going to the administration building, or other routine business affairs connected with the schools, shall notify the superintendent's office.

II. Teachers in the Pottsville School District are expected to arrive and leave their designated buildings at a designated time as determined by the administration. Exceptions to this time schedule may be made by the individual building principal where in his/her opinion a justifiable request has been made in advance by the teacher.

III. Pledge of Allegiance will be recited in each classroom each morning. This will be followed by a one-minute period of silence.

(Period of silence allowed by ACT 397 and ACT 539 of the Arkansas Legislature-1995).

Date Adopted: May 20, 2004

Last Revised:

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3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

Personal Leave

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. The leave may be taken in increments of no less than four (4) hours or the equivalent of one-half (1/2) day.

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

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

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

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

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

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

Pottsville School District will grant employees of the district one school business day per year to chaperone a field trip with one of the school aged children if the child is a student in the district. No more than one day per year will be granted per employee.

Personal leave does not accumulate from one contract year to the next.

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

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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 his/her participation in the professional leave activity and a substitute is needed for the employee, the District shall pay the full cost of the substitute. If the employee receives and accepts remuneration for his/her participation in the professional leave activity (e.g. scholastic audits), the employee shall forfeit his/her daily rate of pay from the District for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the employee.

Legal Reference: A.C.A. § 6-17-211

Date Adopted: April 18, 2013
Last Revised

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3-11a—EDUCATIONAL LEAVE

A. Leave (without pay) for professional improvement of non-probationary teachers and administrators may be approved for a maximum of six weeks for one summer by the Superintendent of Schools. The Board of Education may approve leave beyond the six weeks period or for a second leave during a seven-year period.

B. During the year in which professional leave is taken vacation will be included in professional leave.

Date Adopted: May 20, 2004

Last Revised:

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3-11b—BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee or the employee's spouse, up to three (3) days of bereavement may be used by the employee for arrangements and the funeral.

This leave is not deducted from sick leave or personal leave. Bereavement leave is not accumulated. Immediate family will include: spouse, child, parent, sister, brother, grandparents, grandchildren, parents-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law.

This leave must be approved by employee's Principal/Supervisor **and** the Superintendent.

Date Adopted: May 17, 2012

Last Revised:

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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 8, 2008

Last Revised: May 17, 2012

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3.12a—MILITARY LEAVE --Act 586 of 1989 & Act 673 of 1991

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

B. (1) Whenever any teacher, administrator, or non-licensed employee is granted a leave of absence under the provisions of this section, he shall be entitled to his regular salary during the time he is away from his duties during such leave of absence.

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

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

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

D. During a leave of absence, teachers, administrators, and non-licensed personnel shall be entitled to preserve all seniority rights, efficiency or performance ratings, promotional status, retirement privileges, life and disability insurance benefits, and any other rights, privileges, and benefits to which they have become entitled.

The period of military service shall, for the purposes of computations to determine whether such persons may be entitled to retirement, under the laws of the State of Arkansas, be deemed continuous service, and the teacher, administrator, or non-licensed employee shall not be required to make contributions to any retirement fund.

The school district shall continue to contribute its portion of any life and disability insurance premiums during the leave of absence on behalf of the teacher, administrator, or non-licensed employee, if requested, so that continuous coverage may be maintained.

E. For the purpose of this section, "fiscal year" shall be the fiscal year now established by the United States Government.

Whenever any teacher, administrator, or non-licensed person employed by any public school in this state is granted military leave for a period of fifteen (15) days per calendar or fiscal year, under the provisions of this section, the military leave will accumulate for use in succeeding calendar years or fiscal years until it totals fifteen (15) days at the beginning of the calendar year or fiscal year, for maximum number of military leave days available in any one (1) calendar year or fiscal year to be thirty (30) days.

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Date Adopted: May 20, 2004 Last Revised:

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3.12b—LEAVE OF ABSENCE

A. Leave of absence, without pay or increment, may be granted by the Board of Education of the Pottsville School District to a licensed employee upon recommendation of the Superintendent of Schools, subject to the following conditions:

1. A person with at least three (3) years of continuous service in the District may be granted a leave of absence for not less than one semester, no more than two semesters, at any one time during the school term.
2. When leave of absence has been granted to the end of a scholastic year, the non-probationary teacher or administrator must notify the Superintendent by March 1 of his/her intention to resume work at the beginning of the next scholastic year.
3. When leave of absence has been granted to the end of the first semester of a scholastic year, the teacher must notify the Superintendent by December 1 of his/her intention to resume work the second semester.
4. Failure to notify the Superintendent of intention to work as indicated, or failure to report for duty at the expiration of an absence, or at the expiration of an extension granted, or failure to ask for additional leave of absence in case of protracted absence, shall be considered a resignation.
5. All requests for leave of absence shall be applied for in writing at least one month in advance and granted in writing. Application for leave of absence, except in emergencies such as ill health, must be filed with the Superintendent in writing at least one month before leave shall take effect.
6. All benefits to which a teacher was entitled at the time of his/her leave of absence shall be restored upon his/her return.
7. A staff member may request a leave of absence when family circumstances change and cause the staff member to believe the staff member, his/her family, and the School District would benefit from such a leave.

B. Leave of absence may be granted for the following reasons:

1. Advanced study in the teacher's major field.
2. Educational travels if it can be shown that such activity will contribute to the efficiency of the non-probationary teacher.
3. Leave of absence of up to one school year, without pay or increment, may be granted for the purpose of caring for a sick or injured member of the teacher's immediate family or because of a family catastrophe requiring the teacher to be absent from work.
4. Leave of absence up to one year, without pay or increment, may be granted to a teacher who has served the School District for ten (10) consecutive years. The request, stating the specific reasons for the leave, must be submitted in writing to the Superintendent of Schools no later than February 1, of the year preceding the year of the requested leave of absence. This request will be made directly to the Superintendent of Schools with a copy going to the administrator of the building to which the teacher is assigned. This leave will not be granted unless a fully qualified, satisfactory replacement can be found.

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Date Adopted: May 20, 2004 Last Revised:

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3.13—LICENSED PERSONNEL PUBLIC OFFICE

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

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

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

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

Legal Reference: A.C.A. § 6-17-115, 116

Date Adopted: May 17, 2012

Last Revised:

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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.

Compensation for jury duty is to be endorsed and deposited in the salary fund of the Pottsville School District. Employees may keep compensation allowed for food, lodging, or mileage.

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.

This policy is similar to Policy 8.10. If you change this policy, review 8.10 at the same time to ensure applicable consistency between the two.

Legal Reference: A.C.A. § 16-31-106

Date Adopted: May 20, 2004

Last Revised: April 15, 2010; May 17, 2012

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3.14a—SUBPOENA LEAVE

If a teacher is subpoenaed on a matter of school business, he will be allowed to go but all fees received as a result must be endorsed over to the school and deposited in the salary fund. He will be allowed to attend without loss of pay or sick days.

Date Adopted: May 20, 2004

Last Revised:

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3.15—LICENSED PERSONNEL LEAVE - INJURY FROM ASSAULT

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

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

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

The verification of teacher's status as far as being on duty during the time of the incident shall be verified by the Principal and the Superintendent in writing to the Board.

The School Board may request that a medical doctor of the Board's choosing to verify work ability examine the teacher. If there is disagreement between the teacher's doctor and the Board's doctor, a third opinion shall be requested from someone that both the teacher and the Board agree upon and the opinion from the agreed upon doctor shall abide.

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

The decision of the School Board shall be final, and that decision shall not be subject to appeal through any administrative proceeding, including District grievance policy.

Legal Reference: A.C.A. § 6-17-1209

Date Adopted: May 20, 2004

Last Revised: May 17, 2012

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3.16—LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

Prekindergarten through sixth grade teachers shall be allotted the amount required by law per student enrolled in the teacher's class to be used for the purchase of classroom supplies and class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account.

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

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

Legal Reference: A.C.A. § 6-21-303(b)(1)

Date Adopted: May 17, 2012

Last Revised:

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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: May 20, 2004

Last Revised: May 17, 2012

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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.

When a licensed employee is additionally employed by the District in either a classified capacity or by a contract to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary licensed position employment contract shall prevail over all other employment duties unless the needs of the district dictate otherwise. If there is a conflict between the expectations of the primary licensed position and any other contracted position, the licensed employee shall notify the employee's building principal as far in advance as is practicable. The building principal shall verify the existence of the conflict by contacting the supervisor of the secondary contracted position. The building principal shall determine the needs of the district on a case-by-case basis and rule accordingly. The principal's decision is final with no appeal to the Superintendent or the School Board. Frequent conflicts or scheduling problems could lead to the non-renewal or termination of the classified contract of employment or the contract to perform the supplementary duties.

Sick Leave and Outside Employment

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

Notes This policy is similar to Policy 8.12. If you change this policy, review 8.12 at the same time to ensure applicable consistency between the two.

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

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

Date Adopted: April 17, 2014

Last Revised:

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3.19—LICENSED PERSONNEL EMPLOYMENT

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

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

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

The selection of certified personnel shall follow the prescribed procedures established by the Administration within guidelines mandated by the State Board of Education.

I. EMPLOYMENT OF TEACHERS

A. The Board of Education employs teachers upon the recommendation of the Superintendent of Schools.

B. Teachers, in order to be eligible for employment in the Pottsville District, must hold the Bachelor's Degree from a college accredited by the North Central Association or some accrediting agency of comparable rank. The teacher must also hold a valid state teaching certificate in their field as prescribed by the Arkansas State Department of Education and the North Central Association of Secondary Schools and Colleges. Exceptions may be made to teachers of vocational or other special subjects in rare cases only.

Pottsville School District will reimburse the licensure fee required to renew a teachers license, up to (100) one hundred dollars every three years. The certified employee must remain in the district for those three years or reimbursement of the licensure fee will be required of the teacher unless the teacher retires from Pottsville School District.

C. Only previous public school or college experience shall be acceptable for "experience credit" with the Pottsville School District. Exceptions may be made for teachers entering the district through the Troops to Teachers or Alternative Certification programs.

II. EMPLOYMENT OF PRINCIPALS

The Superintendent shall recommend for appointment as principals of schools only successful teachers and/or principals who have a minimum of a Master's Degree from an accredited university or college, including 24 semester hours credit in education of a type to fit them for the duties school principal.

III. Background Checks--Certified Personnel - Act 779 of 1997.

The Board of Directors of Pottsville Schools require as a condition of initial employment by the district any person holding a license issued by the State Board of Education and making such

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application a criminal background check by the Identification Bureau of the Department of Arkansas State Police.

It is not the policy of the Pottsville School District to pay the fee required for the Criminal Record Check required before initial employment of a certified employee. Prospective employees are responsible for paying the required fee.

The District will pay for subsequent Criminal Background checks required for renewal of certification of employees.

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

In accordance with Arkansas law¹, the District provides a veteran preference to applicants who qualify for one of the following categories:

1. a veteran without a service-connected disability;
2. a veteran with a service-connected disability;
3. a deceased veteran's spouse who is unmarried throughout the hiring process; or

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

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

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

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

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

Notes: This policy is similar to Policy 8.13. If you change this policy, review 8.13 at the same time to ensure applicable consistency between the two.

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¹ Act 444 of 2013, as codified at A.C.A. § 21-3-301 et seq., added public schools to the list of employers required to provide a preference to applicants who qualify for a veteran or a deceased veteran's spouse category when selecting interview candidates, during the interview process, in selecting a new employee. A.C.A. § 21-3-302 covers the requirements for giving a veteran preference during the application, interview, and hiring processes. The statute does not require districts to use a particular scoring method to demonstrate giving a preference and districts can continue using the system they have previously been using. However, A.C.A. § 21-3-302 and A.C.A. § 21-3-303 require districts be able to demonstrate that any qualifying applicant was given a preference during the entire application, interview, and hiring, processes.

If a veteran who is not hired requests, the district must provide the veteran with his/her base score, adjusted score, and the successful candidate's score. While there is no statutorily required method, ASBA suggests districts use a numerical scoring rubric for the entire hiring process. The use of such a rubric makes it easy to demonstrate a preference was given as you can point to where qualifying applicants received additional points. Districts that don't use a numerical scoring method are required, upon a veteran's request, to provide all documentation allowed to be released under FOIA to the veteran to demonstrate how the preference was used to develop the list of qualified candidates to be interviewed and to select the person actually hired.

Legal References: A.C.A. § 6-17-411
A.C.A. § 21-3-302
A.C.A. § 21-3-303

Date Adopted: April 17, 2014
Last Revised:

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3.19a—RESIGNATIONS

- A. When so stated in the contract of employment, an employee has the privilege of resigning from the school system upon thirty-(30) day's notice.
- B. The staff member shall make plans for resignation known to the building principal or in the case of an administrator to the superintendent.
- C. The staff member shall submit a formal letter of resignation to the Pottsville School Board through the principal and the superintendent.
- D. The staff member is requested to make no contacts or announcements, either privately or publicly, until the resignation has been officially accepted by the school board and announced by the district.
- E. The building principal shall confer with the superintendent about procedures for filling a teaching vacancy.
- F. When a teacher resigns from the school system before the close of the year, the principal shall be responsible for seeing that all records and other necessary items are turned into him following the same procedure that is required of all other teachers at the end of the school year.
- G. If an employee is terminated or resigns before fulfilling his contract, he has thirty (30) days from the next insurance pay period to convert from the group policy to an individual policy.
- H. If an employee fails to renew his contract, he has until the anniversary date of the group policy to convert to an individual policy.

Date Adopted: May 20, 2004

Last Revised:

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3.19b—HEALTH EXAMINATIONS

- I. Each licensed employee of the Pottsville Public Schools shall comply with state law, which necessitates at least a tuberculin skin test.
- II. Certificate (Health Card) may be issued by a licensed physician or constituted health authority.
- III. New employees in the District must obtain the Health Card before the beginning of the contract year.

Date Adopted: May 20, 2004

Last Revised: May 17, 2012

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3.19c—TEACHER RIGHTS AND RESPONSIBILITIES

I. Academic freedom is essential to the fulfillment of the purposes of the Pottsville School District.

II. Pottsville teachers will be protected from censorship or restraint, which unreasonably interferes with their obligation to expose students to controversial issues and to help students express their own views on such issues.

III. The teacher's responsibility should be to show objectivity in order that various sides of controversial issues are given. To carry out this responsibility, a teacher should be well informed in the areas being studied. It is recognized that any teacher has the right to have his or her own point of view and to express that view, but the teacher also has the responsibility to tell students that the statement is his/her view.

Date Adopted: May 20, 2004

Last Revised:

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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 supervisor with the authority to make school approvals), or the appropriate designee of the Superintendent and that the teacher's attendance/travel was at the request of the district.

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

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

Note: This policy is similar to 8.14. If you change this policy, review 8.14 at the same time to ensure consistency between the two.

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: July 8, 2008

Last Revised: May 17, 2012

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3.21—LICENSED PERSONNEL TOBACCO USE

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: May 20, 2004

Last Revised: May 17, 2012

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3.22—DRESS OF LICENSED EMPLOYEES

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

Date Adopted: May 20, 2004

Last Revised: May 17, 2012

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3.23—LICENSED PERSONNEL POLITICAL ACTIVITY

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

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

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

Date Adopted: July 8, 2008

Last Revised: May 17, 2012

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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: April 18, 2013

Last Revised:

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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

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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

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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, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, 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: A.C.A. § 6-17-208, 210

Date Adopted: July 8, 2008

Last Revised: May 17, 2012

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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: July 8, 2008

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Last Revised: May 17, 2012

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3.26—LICENSED PERSONNEL SEXUAL HARASSMENT

The Pottsville 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.

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Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances.

Depending

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

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

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

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

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

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

Date Adopted: April 21, 2011

Last Revised: May 17, 2012

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3.26a— STUDENT DISCIPLINE--SEXUAL HARASSMENT

Purpose

Sexual harassment is sex discrimination under Title IX. It is the policy of the Pottsville School District to maintain a learning and working environment that is free from sex discrimination, including sexual harassment.

Authority

It shall be a violation of this policy for any member of the district staff to harass a student through conduct or communications of a sexual nature as defined below. It shall also be a violation of this policy for students to harass other students or members of the district staff through conduct or communications of a sexual nature as defined below:

Definitions

Unwelcome sexual advances, requests for sexual favors and other inappropriate oral, written or physical conduct of a sexual nature when made by a member of the school staff to a student or when made by any student to another student constitute sexual harassment when:

- a. submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's education;
- b. submission or rejection of such conduct by an individual is used as the basis for academic decisions affecting that individual; or
- c. such conduct has the purpose or effect of substantially interfering with an individual's academic or professional performance or creation an intimidating, hostile, or offensive academic environment.

Sexual harassment, as defined above, may include but is not limited to the following:

Verbal harassment or abuse

Pressure for sexual activity

Repeated remarks to a person with sexual or demeaning implications

Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's grades, job, etc.

Inappropriate patting or pinching

Any sexually motivated unwelcome touching

Procedures

Any person who alleges sex discrimination or sexual harassment by any staff member or student may use the District's equity complaint procedure (detailed below) or may complain directly to the building principal, guidance counselor, or to Equity Coordinator, the individual designated to receive such complaints. Filing of a complaint or otherwise reporting sexual harassment or sex discrimination will not reflect upon the individual's status nor will it affect future employment, grades, or work assignments. Use of the provided reporting forms is optional.

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Upon receipt of a report of sexual harassment, the building principal or guidance counselor or other staff member shall immediately notify the Equity Coordinator without screening or investigating the report. If the report is given verbally, the principal, guidance counselor, or staff member will reduce it to a written form within 24 hours and forward it to the Equity Coordinator. Failure to report any sexual harassment report or complaint as provided will result in disciplinary action taken against that employee.

If the complaint involves the building principal or counselor, the complaint may be filed directly with the Superintendent or Equity Coordinator. If the complaint involves the Equity Coordinator, the complaint may be filed with the Superintendent. If the complaint involves the Superintendent, the complaint may be filed with the Equity Coordinator.

The Equity Coordinator shall immediately authorize an investigation, which may be conducted by school official. A written report of the investigation will be provided to the Equity Coordinator within 10 school days of the complaint or report of sexual harassment.

The investigation may consist of personal interviews with the person filing a complaint, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident or circumstances surrounding the complaint.

In addition, the District may take immediate steps, at its discretion, to protect the person filing the complaint, students and employees pending the investigation.

The Equity Coordinator shall make a report to the Superintendent within two school days of the completion of the investigation.

School District Action

A. Upon receipt of a recommendation that the complaint is valid, the District will take such action appropriate based on the results of the investigation. If the harasser is a student, disciplinary action may include suspension or expulsion. If the harasser is an employee, disciplinary action may include termination or no renewal.

B. The result of the investigation of each complaint filed under these procedures will be reported to the person filing the complaint by the District. If the harasser is a student, the report will document the action taken as a result of the complaint to the extent permitted by FERPA. If the harasser is an employee of the District, the report will document the action taken as a result of the complaint to the extent permitted by law.

Reprisal

The District will discipline any individual who retaliates against any person who reports alleged sexual harassment or who retaliates against any person who testifies, assists, or participates in an investigation proceeding to a sexual harassment complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

Date Adopted: May 20, 2004

Last Revised:

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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: May 20, 2004

Last Revised: May 17, 2012

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3.27a—DISCIPLINE

I. The basic goal of school discipline is student self-discipline. This is learned as students are given the opportunities for making choices and accepting the consequences. Student self-discipline can be exercised to the extent that limits are established and to the extent that there is a balance between release and restraint. Teachers are expected to provide experiences and to take advantage of teaching and learning situations, which will help students mature into self-disciplined individuals.

II. Each teacher shall handle his/her own discipline problems; however, the more serious problems should be referred to the principal for advice and counsel.

III. Whenever the principal, or any other person in charge of a school in the Pottsville School District, has direct knowledge or has received information leading to a reasonable belief that a student enrolled in the district has committed a felony on school property, or while under school supervision, or has committed any other violent criminal act against a teacher, school employee, or student, the principal, or the person in charge, shall immediately report the incident to the appropriate local law enforcement agency for investigation and the appropriate school district for resolution. IAW Act 888.

Date Adopted: May 20, 2004

Last Revised:

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3.27b—CORPORAL PUNISHMENT

I. Corporal punishment is not encouraged by the Board of Education and should be used only after other methods have failed. Licensed personnel who habitually resort to corporal punishment endanger their professional reputation and status.

II. The Board of Education recognizes that good discipline in the schools results when students are:

- A. Taught in the home to respect the rights of others and to settle disagreements in an amiable manner.
- B. Attending a school that provides a relevant curriculum taught by effective personnel in pleasant surroundings.
- C. Living in a community that provides constructive outlets for its youth. The Board encourages and supports this positive approach to developing a desirable climate of discipline in the schools.

III. The Board recognizes the need for firmness in dispensing with any isolated problems calling for disciplinary action which occur in the classrooms and during other school activities, whether on or off the school premises. Accordingly, the Board expects:

- A. That the principal and the faculty of each school shall always be in a position to take disciplinary action.
- B. That disciplinary action shall contribute to the general welfare of the school or class as a whole and shall be directed toward the positive improvement of citizenship of the group or individual involved.
- C. That each teacher shall handle his/her own discipline at all times if at all possible; however, the more serious problems may be taken to the principal for advice and counsel.

IV. The Board directs that corporal (physical) punishment, when deemed necessary, shall be administered only for just cause, be reasonable, follow warnings that the behavior will not be tolerated, and be administered by a teacher or administrator and only in the presence of a school administrator or his designee, who shall be a teacher or administrator employed by the school district. (Act 333 of 1995, “An Act to Amend Arkansas Code 6-18-503 (b) to Clarify Procedures for Administering Corporal Punishment in the Public Schools.”) according to the following requirements:

- A. Except for those acts of misconduct which are so anti-social or disruptive in nature as to shock the conscience, corporal punishment shall not be administered unless an attempt has been made to modify the pupil’s behavior by some means other than corporal punishment and unless the pupil has been told that a continuation or repetition of his behavior may lead to corporal punishment.
- B. It shall be administered in the presence of at least one other school official as a witness who shall be advised in the presence of the student the reason for the punishment.
- C. It shall not be administered in the presence of other students, or in a spirit of malice or anger, nor shall it be excessive.
- D. It shall be administered to the lower posterior only, but not to exceed five (5) licks with a paddle furnished or approved by the school.
- E. Refusal to accept corporal punishment may result in suspension.
- F. The principal shall be notified when it is administered, and a written report signed by the employee administering the corporal punishment, stating the reason for the punishment, and signed by the witness shall be filed in the school office.
- G. On request, the parent shall be informed in writing of the reasons for the punishment and the name of the witness.
- H. As used in this section; “teachers and administrators” means those persons employed by a school district and required to have a state-issued certificate as a condition of their employment.

Date Adopted: May 20, 2004

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Last Revised: May 17, 2012

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3.28—LICENSED PERSONNEL COMPUTER USE POLICY

The Pottsville 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: May 21, 2009

Last Revised: May 17, 2012

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3.28a—LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print) _____

School _____ Date _____

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

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

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- n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
- o. introducing a virus to, or otherwise improperly tampering with, the system;
- p. degrading or disrupting equipment or system performance;
- q. creating a web page or associating a web page with the school or school district without proper authorization;
- r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- s. providing access to the District's Internet Access to unauthorized individuals; or
- t. taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- u. making unauthorized copies of computer software.
- v. personal use of computers during instructional time.

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: May 20, 2004

Last Revised: April 21, 2011; May 17, 2012

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3.29—LICENSED PERSONNEL SCHOOL CALENDAR

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

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

The Pottsville School District shall operate by the following calendar.

Pottsville School District

2014-2015 Calendar

- August 8, 11, 12, 13, 14, 15 Teacher Contract Days
- August 18 First Student Day
- September 1 School Dismissed (*Labor Day Holiday*)
- September 19 End of 5 Weeks
- September 23 5 Weeks Progress Reports
- October 17 End of 1st Grading Quarter
- October 23 Parent Teacher Conferences 3-8 p.m.
- October 24 Professional Development Day (*no students*)
- November 21 End of 5 Weeks
- November 25 5 Weeks Progress Reports
- November 26, 27, 28 School Dismissed (*Thanksgiving Holidays*)
- December 17, 18, 19 Semester Tests
- December 19 End of 2nd Grading Quarter/End of 1st Semester
- December 22 – January 2 School Dismissed (*Christmas Holidays*)
- January 5 First Day of 2nd Semester
- February 6 End of 5 Weeks
- February 12 Parent Teacher Conferences 3-8 p.m.
- February 13 Professional Development Day (*no students*)*
- March 6 End of 3rd Grading Quarter
- March 23 - 27 School Dismissed (*Spring Holidays*)*
- April 3 School Dismissed (*Good Friday*)*
- April 17 End of 5 Weeks
- April 21 5 Weeks Progress Reports
- May 16 High School Graduation
- May 20, 21, 22 Semester Tests
- May 22 Semester Tests / End 4th Grading Qtr / End 2nd Semester / Last student day * (*unless make-up days required*)
- May 25 School Dismissed (*Memorial Day Holiday*)
- May 26 Prof. Dev. Day * (*unless make-up days required*)
- May 27 Prof. Dev. Day * - Flex Day (*unless make-up days required*)
- May 28, 29 & June 1, 2, 3 - Last Teacher Contract Day
- May 28, 29 & June 1, 2, 3 Additional Make Up Days (*if needed*)

* May be used as make up day(s) as needed.

Grading/Attendance Quarters

1 st Quarter	August 18 - October 17	44 Days
2 nd Quarter	October 20 - December 19	41 Days
3 rd Quarter	January 5 - March 6	44 Days
4 th Quarter	March 9 - May 22	49 Days
		178 Student Days
		10 Staff Development Days
		2 Parent/Teacher Conference Days
		190 Teacher Contract Days

Adopted April 17, 2014

Legal References: A.C.A. § 6-17-201
Arkansas Comprehensive Testing, Assessment, and Accountability Plan Rules

Date Adopted: April 17, 2014

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Last Revised:

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

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

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

Legal Reference: State Board of Education Standards of Accreditation 12.04.1, 12.04.2, and 12.04.3

A.C.A. § 6-15-1701(b)(3)(C)

Date Adopted: May 17, 2012

Last Revised:

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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.

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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

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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: May 21, 2009

Last Revised: May 17, 2012

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3.31a— PTO MEETINGS

I. Staff members are encouraged to attend Parent-Teacher Organization meetings regularly throughout the year.

II. The Parent-Teacher Organization promotes the welfare of children and youth to secure for every child the highest caliber of education through the cooperation of school, home, and community.

Date Adopted: May 20, 2004

Last Revised:

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3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

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

Signature _____

Date _____

Date Adopted: July 8, 2008

Last Revised:

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3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE *

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

SECTION ONE

Definitions:

Eligible Employee: is an employee who has been employed by the District for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.¹

FMLA: is the Family and Medical Leave Act

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

Instructional Employee: is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to, teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include administrators, counselors, librarians, psychologists, or curriculum specialists.

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

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

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

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

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

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

Policy

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

Leave Eligibility

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

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

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

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

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Provisions Applicable to both Sections One and Two

District Notice to Employees

The District shall post, in conspicuous places in each school within the District where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.⁴

Designation Notice to Employee

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

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

Concurrent Leave Under the FMLA

All FMLA leave is unpaid unless substituted by applicable accrued leave. The District requires employees to substitute any applicable accrued leave (in the order of sick, personal, or vacation leave as may be applicable) for any period of FMLA leave.⁶

Working at another Job while Taking FMLA for Personal or Family Serious Medical Condition

No employee on FMLA leave for their own serious medical condition may perform work at another, non-district job while on FMLA leave. Except as provided in policy 3.44, employees who do perform work at another, non-district job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

No employee on FMLA leave for the serious medical condition of a family member may perform work at another, non-district job while on FMLA leave. Employees who do perform work at another, non-district job while on FMLA leave for the serious medical condition of a family member will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

Health Insurance Coverage

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The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a

group health plan which apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.⁸

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

An employee who chooses to not continue group health plan coverage while on FMLA leave, is entitled to be reinstated on the same terms as prior to taking the leave, including family or dependent coverages, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.⁹

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

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

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

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

Reporting Requirements During Leave

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two weeks¹⁰ during FMLA leave of their current status and intent to return to work.

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Return to Previous Position

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

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

Provisions Applicable to Section One

Employee Notice to District

Foreseeable Leave:

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

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

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

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

Unforeseeable Leave:

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When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case.

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

Medical Certification

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

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

- a. The original certification is for a period greater than 30 days. In this situation, the District may require a recertification after the time of the original certification expires, but in any case, the District may require a recertification every six (6) months.
- b. The employee requests an extension of leave;
- c. Circumstances described by the previous certification have changed significantly; and/or
- d. The district receives information that casts doubt upon the continuing validity of the certification.

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

No second or third opinion on recertification may be required.

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

Substitution of Paid Leave

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.¹¹

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

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

Return to Work¹²

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

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

Failure to Return to Work:

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

Intermittent or Reduced Schedule Leave

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

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

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

When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional, eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is

qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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

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

If the employee chooses to transfer to an alternative position it shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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An eligible instructional employee who needs intermittent leave or leave on a reduced leave schedule for reasons 3 or 4 above may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for 20 percent or less of the total number of working days over the period the leave would extend.

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

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

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Leave more than 5 weeks prior to end of the semester

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

(A) the leave is of at least 3 weeks duration; and

(B) the return to employment would occur during the 3-week period before the end of the semester.

Leave less than 5 weeks prior to end of the semester

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

(A) the leave is of greater than 2 weeks duration; and

(B) the return to employment would occur during the 2-week period before the end of the semester.

Leave less than 3 weeks prior to end of the semester

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

SECTION TWO

FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

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

QUALIFYING EXIGENCY

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.¹³

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Definitions:

Covered active duty means

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

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

Certification¹⁴

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

Employee Notice to District

Foreseeable Leave:

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

Unforeseeable Leave:

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

Substitution of Paid Leave

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

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Intermittent or Reduced Schedule Leave

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

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

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

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

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

SERIOUS ILLNESS

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

Definitions:

Covered Service Member is

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

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

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

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

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Serious Injury or Illness:

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

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

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

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

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

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Medical Certification¹⁵

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

Employee Notice to District

Foreseeable Leave:

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

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

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

Unforeseeable Leave:

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

Substitution of Paid Leave

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

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Intermittent or Reduced Schedule Leave

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

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

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

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

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

If the employee chooses to transfer to an alternative position it shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily

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the same as the teacher's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances the required the need for the leave.

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

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

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

Leave more than 5 weeks prior to end of the semester

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

(A) the leave is of at least 3 weeks duration; and

(B) the return to employment would occur during the 3-week period before the end of the semester.

Leave less than 5 weeks prior to end of the semester

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

(A) the leave is of greater than 2 weeks duration; and

(B) the return to employment would occur during the 2-week period before the end of the semester.

Leave less than 3 weeks prior to end of the semester

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

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

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

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

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

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

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

- 1) the calendar year;
- 2) Any fixed 12-month leave year such as a fiscal year or a year starting on an employee's "anniversary" date;
- 3) The 12-month period measured forward from the date any employee's first FMLA leave for reasons 1 through 5 begins;
- 4) A rolling 12-month period measured backward from the date an employee uses any FMLA leave for reasons 1 through 5.

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

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

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

⁶ As used in this policy, "applicable" is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid. For instance, "applicable leave" in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your District's policy on sick leave. For instance, if sick leave may be taken "for reason of personal illness or illness in the immediate family" (based on the statutory definition in 6-17-1202, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your district has a much more liberal definition of sick leave in

District policy, the results could be entirely different. Another example would be the potential for overlap between pregnancy complications that arise to the level of a "serious health condition." For instance, pregnancy complications that rose to the level of a "serious health condition" would qualify for both, while missing work for a dentist's appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 3.8—LICENSED PERSONNEL SICK LEAVE when making the determination of what sick leave qualifies under both policies.

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⁷ There are several issues that must be addressed in the written notice. Appendix E of Part 825 available from the Wage and Hour Division of the US Department of Labor is a good way to both give your employee written notice and help ensure you have included the necessary information in the notice. Appendix E is available at the link contained in footnote #4 or by calling the ASBA office.

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

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

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

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

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

¹² The Department of Labor's *Designation Notice* has entries that address this section's requirements. It's very helpful. Unfortunately, the titles of the DOL forms leave a lot to be desired. The Designation notice **and** the *Medical Condition Certification* form are both listed as Appendix E. For this section you will actually need both of them; the *Designation Notice* to fulfill your notice requirements and the medical certification form to enable you to determine if the employee's leave is actually covered under the FMLA. They are both available at the link in footnote #4 or by calling the ASBA office.

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¹³ The types and amounts of leave available for a particular type of qualifying exigency are covered in 29 C.F.R. § 825.126. Call the ASBA office for a copy. While the current CFR has not been updated since the FMLA law was amended, it can still be helpful to give an idea of the types of circumstances that trigger leave eligibility.

¹⁴ You can use Appendix G, *Certification of Qualifying Exigency for Military Family Leave* to obtain the certification. (It hasn't been updated to meet the changes in the FMLA law, but it will work. It's available at the link in footnote #4 or by calling the ASBA office.

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

Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE

3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

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

Date Adopted: April 17, 2014

Last Revised:

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

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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.

PROFESSIONAL EXTRA DUTIES

I. Extracurricular duties are considered a normal part of a teacher's work. The allocation and assignment of such duties in each school is the responsibility of the principal.

II. When special duties are assigned to a teacher and when such duties are not regular teaching duties or extracurricular duties of a nature considered a normal part of a teacher's work, the teacher shall be paid for such duties with an additional compensation.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: May 20, 2004

Last Revised: May 17, 2012

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3.34—LICENSED PERSONNEL CELL PHONE USE

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

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

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.

No employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to and including termination.

Note: This policy is similar to Policy 8.25. If you change this policy, review 8.25 at the same time to ensure applicable consistency between the two.

Cross References: 4.47— POSSESSION AND USE OF CELL PHONES, BEEPERS, ETC.
 7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

Legal Reference: IRS Publication 15 B

Date Adopted: April 17, 2014
Last Revised:

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3.35—LICENSED PERSONNEL BENEFITS

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

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system;
4. Eleven sick leave days per contract period.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: May 20, 2004

Last Revised: May 17, 2012

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3.36—LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL

For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act A.C.A. §§ 6-17-1501 through 1510.

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

NONRENEWAL AND TERMINATION

A. DEFINITIONS

1. “Teacher” - The term teacher as used in this policy is any person, exclusive of the superintendent, associate superintendent, and assistant superintendent, who is required to hold a teaching certificate from the Arkansas Department of Education as a condition of employment.
2. “Probationary teacher” is a teacher who has not completed three (3) successive years of employment in the Pottsville School District. When employing a non-probationary teacher from another school district, the school board may by a majority vote require a one-(1) year probationary period.

B. NOTICE OF RENEWAL OR NONRENEWAL

A contract between the teacher and the Board shall be renewed in writing on the same terms and the same salary, unless increased or decreased by law, for the next school year succeeding the date of termination fixed therein. The renewal may be made by an endorsement on the existing instrument; unless on or by the time provided in Arkansas State Law subsection (b) of section 4 of Act 319 of 1941, the teacher is notified in the writing by the superintendent that he is recommending that the teacher’s contract not be renewed or unless during the period of the contract or within ten (10) days after the school year the teacher shall deliver or mail by registered mail to the Board his or her resignation as a teacher, or unless such contract is superseded by another contract between the parties. A notice of nonrenewal shall be mailed by registered or certified mail to the teacher at the teacher’s residence address as reflected in the teacher’s personnel file. A teacher who has completed three (3) successive years of employment in the school district in Pottsville is deemed to have completed the required probationary period. The notice of recommended nonrenewal of a teacher who has completed the required probationary period of employment shall include a statement of the grounds for such recommendation. (Acts 1979, No. 766, Sec. 4, p.1705.) The Superintendent must notify a teacher in a certified letter of his/her intent to terminate or non-renew, and furnish any reason, before May 1st of any school year.

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C. GROUNDS FOR TERMINATION

1. A teacher may be terminated during the term of any contract period for any cause, which is not arbitrary, capricious, or discriminatory.
2. The superintendent shall notify the teacher of the termination recommendation.
3. Such notice shall include a statement of the grounds for the recommendation of termination and shall be sent by registered or certified mail to the teacher at the teacher's residence address as reflected in the teacher's personnel file.

D. SUSPENSION - HEARING - TERMINATION

1. Whenever the superintendent has reason to believe that cause exists for the termination of a teacher and that the immediate suspension of the teacher is necessary in the best interest of the district, the superintendent shall notify the teacher in writing of the suspension and/or recommended termination, and shall state that a hearing before the board is available to the teacher upon request, provided such request is made in writing within the time provided in Section VII, Hearing Procedure.
2. The President of the Board shall schedule the hearing and the teacher shall and shall be held within the time provided in Section VII after the request for the hearing, unless the teacher and the Board agree to a later time.
3. The teacher is entitled to representation.
4. Only the superintendent may make the recommendation for termination, suspension, or nonrenewal.
5. The school board must vote its decision in a public meeting.
6. The school board must make specific written conclusions concerning the truth of reasons supporting the recommendation for termination, suspension, or non-renewal.
7. A probationary teacher has seventy-five (75) days to appeal violations of this to Circuit Court.

E. REQUEST FOR HEARING - HEARING PROCEDURE

A teacher who receives a notice of recommended termination or a teacher who has completed three (3) successive years of employment in the district who receives a notice of recommended nonrenewal may file a written request for a hearing. Such written request for a hearing shall be sent by certified or registered mail to the President of the School Board with a copy to the superintendent, or may be delivered in person to each of them by such teacher, within thirty (30) days after the written notice of proposed termination or nonrenewal is received by the teacher.

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Upon receipt of such request for a hearing, the Board shall grant a hearing in accordance with the following provisions:

1. The hearing shall take place not less than five (5) nor more than ten (10) days after the written request therefore has been served on the Board, except that the teacher and the Board in writing, agree to a postponement of the hearing to a later date.
2. The hearing shall be private unless the Board or the teacher shall request and agree that the hearing be public.
3. Legal counsel or other chosen representatives may represent the teacher and the Board.
4. It shall not be necessary that a full record of the proceedings at the hearing be made and preserved unless:
 - a. The Board shall elect to make and preserve a record of the hearing at its own expense, in which event, a copy thereof shall be furnished to the teacher, upon request, without cost to the teacher.
 - b. A written request is filed with the Board by the teacher at least twenty-four (24) hours prior to the time of the hearing.

F. BOARD ACTION - APPEAL

Upon completion of such hearing, the Board may, within ten (10) days after the holding of the hearing in regard to the termination of any teacher or the nonrenewal of the contract of a teacher who has been employed continuously throughout the school district for three (3) or more years:

1. Uphold the recommendation of the superintendent to terminate or not renew the teacher's contract, or
2. May reject or modify the superintendent's recommendation to terminate or not renew the contract of the teacher, or
3. May vote to continue the contract of such teacher under such restrictions, limitations, or assurances as the school board may deem being in the best interest of the school district.
4. Said decisions shall be reached by the school board within ten (10) days from the date of the hearing and a copy thereof shall be furnished in writing to the teacher involved, either by personally delivering same to the teacher or by addressing same to the teacher's last known address by registered or certified mail.
5. The exclusive remedy for any person aggrieved by the decision of the school board shall be appealed (an appeal) therefore to the Circuit Court of Pope County within thirty (30) days of the written notice of the action of the school board.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: May 20, 2004

Last Revised: May 17, 2012

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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.

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: May 20, 2004

Last Revised: May 17, 2012

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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.

Definitions:

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 causes or creates a clear and present danger of:

- 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

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

Legal Reference: A.C.A. § 6-18-514

Date Adopted: April 21, 2011

Last Revised: May 17, 2012

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3.39— LICENSED PERSONNEL RECORDS AND REPORTS

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

Legal Reference: A.C.A. § 6-17-104

Date Adopted: July 8, 2008

Last Revised: May 17, 2012

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

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

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

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

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

Date Adopted: July 8, 2008

Last Revised: May 17, 2012

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3.41—LICENSED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

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

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

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

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

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

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

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

Note: This policy is similar to policies 4.48 and 8.29. If you change this policy, review 4.48 and 8.29 at the same time to ensure applicable consistency between the policies.

Date Adopted: April 21, 2011

Last Revised: May 17, 2012

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3.42—OBTAINING and RELEASING STUDENT’S FREE and REDUCED PRICE MEAL ELIGIBILITY INFORMATION

Obtaining Eligibility Information

A fundamental underpinning of the National School Lunch and School Breakfast Programs (Programs) is that in their implementation, there will be no physical segregation of, discrimination against, or overt identification of children who are eligible for the Program's benefits. While the requirements of the Programs are defined in much greater detail in federal statutes and pertinent Code of Federal Regulations, this policy is designed to help employees understand prohibitions on how the student information is obtained and/or released through the Programs. Employees with the greatest responsibility for implementing and monitoring the Programs should obtain the training necessary to become fully aware of the nuances of their responsibilities.

The District is required to inform households with children enrolled in District schools of the availability of the Programs and of how the household may apply for Program benefits. However, the District and anyone employed by the district is **strictly forbidden** from **requiring** any household or student within a household from submitting an application to participate in the program. There are NO exceptions to this prohibition and it would apply, for example, to the offer of incentives for completed forms, or disincentives or negative consequences for failing to submit or complete an application. Put simply, federal law requires that the names of the children shall not be published, posted or announced in any manner.

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition, the employee shall be subject to discipline up to and including termination.

Releasing Eligibility Information

As part of the district’s participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data’s confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information¹ 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

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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.

Notes: This policy is similar to policy 8.35. If you change this policy, check policy 8.35 to make sure there is applicable consistency between the two.

Legal References: Commissioner's Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018
ADE Eligibility Manual for School Meals Revised July 2012
7 CFR 210.1 – 210.31

7 CFR 220.1 – 220.22

7 CFR 245.5, 245.6, 245.8

42 USC 1758(b)(6)

Date Adopted: April 18, 2013

Last Revised:

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

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

Legal Reference: A.C.A. § 6-17-401

Date Adopted: May 17, 2012

Last Revised:

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3.44—LICENSED PERSONNEL WORKPLACE INJURIES and WORKERS' COMPENSATION

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the Superintendent of Schools. 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.

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

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

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

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

Note: This policy is similar to policy 8.36. If you change this policy, review 8.36 at the same time to ensure applicable consistency between the two.

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Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE

3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

Legal References: Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE

A.C.A. § 11-9-508(d)(5)(A)

A.C.A. § 11-9-514(a)(3)(A)(i)

Date Adopted: April 17, 2014

Last Revised:

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3.45—LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS

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

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

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

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

Definitions:

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

Professional/education social networks are education oriented websites designed to allow and encourage teachers and students to communicate and collaborate around school subjects and projects. District employees may set up blogs and other professional/education social networking accounts using District resources and following District guidelines¹ to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social networks during school hours is permitted. Blogs are a type of networking and can be either social or professional in their orientation. Professional blogs are encouraged and can provide a place for teachers to post homework, keep parents up-to-date, and

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

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

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

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

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

Date Adopted: April 21, 2011

Last Revised:

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3.46—LICENSED PERSONNEL VACATIONS

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

Instructional Employees may not generally take vacation during instructional time. All vacation time must be approved, in advance to the extent practicable, by the superintendent or designee. If vacation is requested, but not approved, and the employee is absent from work in spite of the vacation denial, disciplinary action will be taken against the employee, which may include termination or nonrenewal.

No employee shall be entitled to more than 25 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Employees having accrued vacation totaling more than 25 days as of the date this policy is implemented shall not be eligible to increase the number of days carried forward during their employment with the district. Earned but unused vacation will be paid upon retirement, termination, or nonrenewal at the employee's current daily rate of pay.

Date Adopted: April 18, 2013

Last Revised:

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3.47—DEPOSITING COLLECTED FUNDS

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

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

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

Date adopted: May 17, 2012

Last Revised:

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3.48—LICENSED PERSONNEL WEAPONS ON CAMPUS

Firearms

Arkansas law A.C.A. 5-73-119 forbids the possession of a firearm on any public school campus or in or upon any school bus. All employees of this school district, including those who may possess a “concealed carry permit,” shall strictly abide by this law, with the exception of those employees who may be 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. With the exception of firearms located in an employee’s on-campus personal residence and immediately adjacent parking area, the 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 contract of employment.

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.

Notes: This policy is similar to Policy 8.40. If you change this policy, review Policy 8.40 at the same time to ensure consistency between the two.

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

Date Adopted: April 17, 2014
Last Revised

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3.49---TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM

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

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

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

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

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

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

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

Note: The introductory note to the policy is intended to be included in the policy. The note contains information teachers need to be aware of if they are not to misunderstand the actual limited scope of the statute's language that triggered the policy.

Legal References: A.C.A. § 6-18-511

Arkansas Department of Education Guidelines for the Development, Review and Revision of School District Student Discipline and School Safety Policies

Date Adopted: April 18, 2013

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3.50—ADMINISTRATOR EVALUATOR CERTIFICATION

Continuing Administrators

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

Newly Hired or Promoted Administrators

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

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

Date Adopted: April 17, 2014

Last Revised:

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

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

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

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

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

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

Notes: This policy is similar to Policy 8.24. If you change this policy, review 8.24 at the same time to ensure applicable consistency between the two.

Legal Reference: A.C.A. § 6-19-120

Date Adopted: April 17, 2014

Last Revised:

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3.52—LICENSED PERSONNEL HEALTH CARE COVERAGE REPORTING

Definitions

"ACA" is the Affordable Care Act

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

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

"Tax Identification Number (TIN)" means an individual's social security account number.

TIN Reporting

All licensed employees are required to complete and return 3.52F-Health Care Coverage and TIN Report Form by no later than October 1 of each year. All employees that meet the **above** definition of a responsible individual are required to include the name, date of birth, and TIN of any dependant that receives health insurance through a District offered health care plan. Due to very significant penalties and sanctions contained within the ACA that the Internal Revenue Service (IRS) could levy against the District for the failure to submit required information to the IRS, the failure of any employee to submit a completed copy of 3.52F-Health Care Coverage and TIN Report Form by October 1³ shall be grounds for disciplinary action against the employee up to and including termination or non-renewal of contract.

Statement of Return

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

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

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

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

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

Date Adopted: April 17, 2014

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Last Updated:

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

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

Definition

"Tax Identification Number (TIN)" means an individual's social security account number.

Health Insurance Information

Name: _____

TIN: _____ Date of Birth : _____

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

_____ Neither I nor any of my dependants received health insurance through one of the District's health insurance plans during the **current calendar year**. (No coverage through District)

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

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

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

Dependant 1:

Name: _____

TIN: _____

Date of Birth: _____

Dependant 2:

Name: _____

TIN: _____

Date of Birth: _____

Dependant 3:

Name: _____

TIN: _____

Date of Birth: _____

Dependant 4:

Name: _____

TIN: _____

Date of Birth: _____

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Signature: _____

Date: _____

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3.53—LICENSED PERSONNEL BUS DRIVER END of ROUTE REVIEW

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

Date Adopted: April 17, 2014

Last Revised:

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