

**HOT SPRINGS SCHOOL DISTRICT NO. 6**  
**LICENSED (CERTIFIED) AND CLASSIFIED**  
**PERSONNEL POLICIES 2015-2016**  
**LEA: 2603000**

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Act 989 of the 2011 regular session of the Arkansas Legislature deleted "**certified**" and inserted "**licensed**" in all laws and policies related to school employees. (Employees required to have license from Arkansas Department of Education to be employed)

Act 989 of the 2011 regular session of the Arkansas Legislature deleted "**non-certified**" and inserted "**classified**" in all laws and policies related to school employees. (Employees not required to have license to be employed)

## **STATEMENT OF AUTHORITY AND JURISDICTION**

The Board of Directors of Hot Springs School District No. 6 of Garland County, AR shall be the policy making body of the District, and shall perform all duties and responsibilities, and exercise powers pursuant to law and regulation(s) there under. The Board and District shall comply with applicable laws, Federal and State, including, but not limited to:

- A. Personnel
- B. Students
- C. Maintenance and operation of schools
- D. Fiscal matters
- E. Curriculum

Any policy, or part thereof, of the District, determined to be in violation of applicable laws shall be deemed to be modified or amended to conform to such law or regulation.

The ultimate authority for the operation of the District shall be the Board of Directors.

The Board shall organize, meet and operate pursuant to law. Roberts Rules of Order shall control meetings, unless a majority of a quorum shall vote otherwise.

A.C.A. 6-13-620

A.C.A. 6-13-101 ct.scq.

A.C.A. 6-13-601 ct.seq.

## **DEFINITIONS**

### **Purpose:**

To clarify and make uniform the definitions and meanings of terms or phrases utilized in any policy of Hot Springs School District #6.; Definitions herein shall apply unless defined otherwise, modified or changed in a given policy of the district.

## Definitions:

- A. **District-** Hot Springs School District #6 of Garland County, Arkansas
- B. **Board-** Board of directors of the District.
- C. **Employee-** Any person under contract with the district, except an independent contractor, who is contracted to work at least twenty (20) hours per week.
- D. **Certified Employee-** Any employee required to have a license from the State Board of Education as a condition of employment.
- E. **Non-Certified Employee** Any employee except a certified employee.
- F. **Teacher-** Any full time certified employee, employed in a classroom teaching capacity.
- G. **Fiscal Year-** July 1 through June 30.
- H. **School Year-** The period from the first day of classes through the last day of classes each year.
- I. **Contract Year-** The period of time, up to twelve (12) months, for which an employee is employed.
- J. **Supervisor-** The immediate supervisor of any employee.
- K. **Superintendent-** The chief administrative officer of the District, and includes any designee(s) unless specifically stated otherwise.
- L. **Principal-** The chief administrative office of a school, and includes any designee(s) unless specifically stated otherwise.

## **EQUAL OPPORTUNITY EMPLOYER**

The District shall provide equal opportunities without regard to race, color, religion, gender, age national origin or disability in its educational programs, activities and all aspects of employment. The Superintendent shall designate a qualified employee as contact person concerning this policy and shall cause to be posed notice thereof as required by law or regulation.

Title VI. Civil Rights Act of 1964

Title IX. Education Amendments of 1972

Age Discrimination in Employment Act of 1967

Equal Pay Act of 1963

Section 504. Rehabilitation Act of 1973, as amended.

The Americans with Disabilities Act of 1990, as amended.

## **SAFE, DRUG AND ALCOHOL FREE WORKPLACE**

The illegal manufacture, distribution, dispensation, possession or use of narcotics, drugs, alcohol, or controlled substance on District property, at school sponsored activities or during the course of employment is prohibited. No employee shall report to work under the influence of any illegal drug or alcohol.

Violation of this policy may result in non-renewal or termination.

A.C.A. 6-13-620

## **CRISIS PLAN**

The Principal of each school shall establish a plan to deal with any threat to the safety and well-being of all persons under the jurisdiction of the District. Such threats include, but are not limited to, those related to weather, fire, bomb threats, and those caused by any persons(s) that could result in harm or injury to persons or property.

A.C.A. 6-13-620

## **EMPLOYEE USE OF INTERNET**

Employees of the District who are allowed to use school owned computers and/or given internet access are expected to use this technology to perform their job responsibilities. Employees who violate technology user agreements are subject to the penalties in the agreement and may also be subject to disciplinary action for violations. Recreational or personal use of the equipment and technology is not permitted, whether before, after or during the workday. In addition, technology may not be used to violate other policies. If this occurs, the employee will be subject to discipline both for technology misuse and policy violation. Violation of this policy may result in non-renewal or termination.

The Superintendent shall develop a technology user agreement to be executed by an employee as a condition to use of computers and internet access. Such agreement shall be appropriate to each school, depending upon available technology.

A.C.A. 6-21-107

## **CERTIFIED PERSONNEL CONTRACT – RETURN**

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

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

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

Date Adopted: April 19, 2011

Last Revised:

## **LEVELS OF SALARY SCHEDULE**

### **General:**

There are five levels of pay for the certified staff of Hot Springs School District. Those five levels are Bachelor's, Bachelor's plus fifteen hours, Masters, Masters plus fifteen hours, and Professional.

### **Guidelines:**

Except as noted below, all hours that qualify staff members for higher pay levels must be education related graduate hours. In some special circumstances, and when approved in advance by the superintendent, specific undergraduate hours may count toward higher pay increments if doing so is to the advantage of the district.

Hours accumulated after the initial degree but prior to initial certification may not be used for a higher pay level if those hours apply toward the initial certification. However, the graduate hours accumulated that are in addition to those required for the initial certification, and are education related, may be counted toward higher levels.

To qualify for the Master's pay level, an individual must have a Master's degree.

Only those hours accumulated after the Master's degree is received will count for the pay levels higher than the Master's. However, graduate hours accumulated while earning the Master's degree that do not count for credit toward the degree, but are beneficial to the district and approved in advance by the superintendent, may count as hours above the Master's.

To qualify for the professional pay level an individual must have 30 hours above the Master's degree.

A form showing the pay level, with supporting documentation, and approved by the superintendent, will be placed in all new certified personnel's permanent file. The form will be updated and approved by the superintendent as the pay levels are changed.

To qualify for higher pay levels on the salary schedules of the district, for additional hours earned, certified staff must submit transcripts and/or other documentation as determined by the superintendent by the following deadlines: no later than September 30 in order to be effective for the fall semester and no later than January 30 in order to be effective for the spring semester. Hours verified by transcripts and/or other documentation as required that are submitted after the above dates will not become effective until the next semester following the date of submission.

### **TEACHER'S HOURS**

The regular school day for all teachers shall be from fifteen (15) minutes prior to fifteen (15) minutes after the bells for the regular school day for students. Teachers will also work one hour per week in addition to the above time. The time for the additional hour will be set by the principal, and may be in 30 minute increments or a 60 minute time period. On days of duty as assigned by the Principal, said school day shall be from thirty (30) minutes prior to thirty (30) minutes after said bells, unless modified by the principal. Certified personnel may leave school during the school day with prior approval of the Principal.

In addition to regular school day, teachers shall attend staff meetings, professional growth activities, in-service training, and any other school related activities at the discretion of the Superintendent and/or Principal.

A.C.A. 6-13-620

### **DUTIES OF EMPLOYEES**

A teacher shall perform all duties and responsibilities associated with education students and promoting the growth and development of students.

Such duties and responsibilities include, but are not limited to, the following:

- A. Classroom instruction
- B. Supervision and discipline
- C. Professional growth and development
- D. Attendance at specified activities and meetings
- E. Any activity or assigned duty associated with teaching in the ordinary sense.

The duties and responsibilities of an employee shall be determined by the supervisor of

the employee, subject to review by the Superintendent and/or Principal if applicable. Such duties and responsibilities shall be pursuant to generally accepted duties of the particular job to be performed.

A.C.A. 6-13-620

### **COMMUNICATION BY TEACHERS**

Teachers shall communicate personally with the parent(s) or guardian(s) of each student during the school year to discuss academic progress.

Conference may be a parent-teacher conference, telephone conference, or home visit.

More frequent conferences shall be held if a student is not performing at the level expected for their grade, depending upon the circumstances.

All teachers shall hold such conferences at least once a semester.

Conferences shall best accommodate those participating and documentation of participation shall be made.

Notice of possible retention at any grade level shall be communicated promptly in a personal conference.

State Department of Education  
Regulations – Standard VIIE

### **PROFESSIONAL GROWTH, STAFF DEVELOPMENT AND TRAINING**

The Superintendent shall establish such programs and activities to satisfy requirements of accreditation standards promulgated by the State Board of Education. Such programs and activities may include in-service training or out of district t training. Days will be built into the District calendar each year to meet the requirements of this policy.

Employee credit for staff development shall be determined by the actual hours in attendance at any activity or meeting designated for the professional growth and development of the employee.

Each Principal shall hold a meeting for teachers at least one (1) time a month during the school year. Additional meeting for teachers or employees may be held at the discretion of the Principal.

Teachers and employees shall attend professional meetings and workshops as directed by the Superintendent. Paid leave shall be granted the teacher or employee.

Activities and programs may include, but are not limited to, the following: seminars, workshops, and conferences, inter-classrooms visitations, attendance at state, regional and national conferences, department and grade level meetings, and college and university courses. See also LICENSED EMPLOYEE PERSONNEL TRAINING POLICY.

A.C.A. 6-13-620

State Board of Education Regulations – Standard XD

## **GENERAL LEAVE POLICIES:**

### **Leave of Absence:**

The Board of Directors of the district, upon the recommendation of the Superintendent, may grant any employee a leave of absence without pay for a minimum of one (1) semester and a maximum of two (2) semesters. To be eligible, an employee must have been employed a minimum of three (3) years by the district and renewed for the fourth (4<sup>th</sup>) year.

Requests for leave of absence must be timely and made to the Superintendent in writing. Persons on leave of absence must notify the Superintendent in writing at least forty-five (45) days prior to the end of the semester in which the leave would expire of his or her desire to be re-employed the next succeeding semester.

An employee granted leave of absence shall have first choice of a vacancy in his or her area of certification or field and shall be re-employed at the option of said employee. If the employee refuses such available employment, the employee shall have no further priorities or rights to re-employment. Re-employment may be in any building or school within the district, and does not have to be the same as the previous employment of the employee.

### **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 be allowed to use two (2) days of their allotted sick leave days for personal leave per contract year. (See the district's Sick Leave Policy.) The leave may be taken in increments of no less than one-half (1/2) day.



Personal leave days do not accumulate from one contract year to the next. If an employee does not use any or all available personal days in a contract year, such days are carried over as part of the employee's sick leave days, and NOT as personal days. The maximum days that may be used for personal leave in any contract year are two (2).

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions and do not qualify for other types of leave, such as sick leave or vacation days. (For professional leave see below.)

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

- A. Athletic or academic events related to the school district; and
- B. Meetings and conferences related to education.

The determination of what activities meet the definition of a school function shall be made by the employee's immediate supervisor or designee. 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 completing the required documentation.

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) 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.

Personal leave and vacation days may not be taken the day before or the day after a holiday, or during professional development activities, unless authorized by the superintendent in advance.

**Professional Leave:**

The Superintendent, or his/her designee, may grant professional leave with pay to any

employee for attendance

or participation in activities connected with the employment of the employee. Such leave may include expenses for travel, meals, and lodging when appropriate.

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

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

If the employee does not receive or does not accept remuneration for their participation in the professional leave activity and a substitute is needed for the employee, the district shall pay the full cost of the substitute. If the employee receives and accepts remuneration for their participation in the professional leave activity, the employee, at the Superintendent’s discretion, shall forfeit his/her daily rate of pay from the district for the time the employee misses.

### **Vacation Leave**

Employees issued twelve (12) months contracts will earn and accrue ten (10) days of vacation leave, with pay, each fiscal year, or a pro-rated number of days for each full month of employment if employed subsequent to the beginning of the fiscal year. Said vacation days may be taken during the fiscal year following the year in which they were earned. After completing three (3) full years of employment, an employee will earn and accrue twelve (12) days of vacation leave beginning with the fiscal year following the three (3) full years of employment. Employees under contract as of June 30, 2009 shall have a minimum of ten (10) days of vacation leave that may be used during the year beginning July 1, 2009.

Employees must have vacation days approved, in advance, by their supervisor, subject

to review by the Superintendent. Vacation days may be denied if, in the opinion of the supervisor, the request for a vacation day(s) would disrupt the educational process or normal district operations.

Unused vacation leave, earned subsequent to June 30, 2009, will not accumulate from one year to another. Vacation leave (except days accumulated prior to June 30, 2009) not used during any contract year will be lost.

Upon termination of employment, for any reason, payment for unused vacation leave at the employee's daily or hourly rate of pay, whichever the case may be, will be made **ONLY** when termination coincides with the end of the contract year and the employee has been requested by the Superintendent to work through the end of the contract year in lieu of taking available vacation. Under all other circumstances, no payment will be made for accrued or unused vacation leave.

Employees terminating employment at the end of a contract year will take accumulated vacation days prior to termination, except when requested to work as set forth in the preceding paragraph.

Employees who, according to district records as of June 30, 2009, have vacation days that have been accumulated, will not lose such vacation days. However, no additional vacation days (those credited at the beginning of each subsequent contract year) shall accumulate or be carried over. The provision of this policy regarding the use of vacation days upon an employee's termination of employment shall also apply to days accumulated prior to June 30, 2009.

Adopted: June 24, 2008

### **Holidays:**

All employees on twelve (12) months contracts shall be entitled to observe the following holidays: Labor Day, 4<sup>th</sup> of July, Memorial Day, Martin Luther King Day, Thanksgiving (Wednesday, Thursday, and Friday), Christmas vacation as set by school calendar, one day during spring break of the school calendar as set by the Superintendent. All employees on a contract for less than twelve (12) months shall be entitled to holidays as established by the school calendar.

### **Jury Duty:**

Any employee of the district may serve on jury duty without any deductions from their salary and without loss of any credited or accumulated leave.

A.C.A. 6-13-620

## **FAMILY AND MEDICAL LEAVE ACT OF 1993**

### **3.32 - 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:**

- A. Eligible Employee: is an employee who has been employed by the District for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.<sup>1</sup>
- B. FMLA: is the Family and Medical Leave Act
- C. 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.
- D. 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.

- E. 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.
- F. Next of Kin: used in respect to an individual, means the nearest blood relative of that individual.
- G. 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."
- H. 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.
- I. 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.<sup>2</sup>
- J. Year: the twelve (12) month period of eligibility shall begin on July first of each school-year.<sup>3</sup>

## **Policy**

The provisions of this policy are intended to be in line with the provisions of the FMLA. If any conflict(s) exist, the Family 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 service member with a serious illness or injury. (See Section Two)

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

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

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

#### **District Notice to Employees**

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

#### **Designation Notice to Employee**

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave.<sup>5</sup> If the employee is eligible,

the District may request additional information from the employee and/or certification from a health care provider to help make the applicability<sup>6</sup> determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.<sup>7</sup>

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

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

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

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

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

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

### **Health Insurance Coverage**

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

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

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

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

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

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

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

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

### **Reporting Requirements During Leave**

Unless circumstances exist beyond the employee's control, the employee shall inform the



district every two weeks<sup>10</sup> during FMLA leave of their current status and intent to return to work.

### **Return to Previous Position**

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

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

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

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

##### Foreseeable Leave:

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

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

When the need for leave is for reasons 3 or 4 listed above, the eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the

operations of the District subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

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

#### Unforeseeable Leave:

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

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

#### **Medical Certification**

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

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

- A. The original certification is for a period greater than 30 days. In this situation, the District may require a recertification after the time of the original certification

expires, but in any case, the District may require a recertification every six (6) months.

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

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

No second or third opinion on recertification may be required.

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

### **Substitution of Paid Leave**

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

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

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will 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 Work**<sup>12</sup>

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

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

#### **Failure to Return to Work:**

In the event that an employee is unable or fails to return to work 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.

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.

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.

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

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

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

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

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

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

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

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

## **SECTION TWO**

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

#### **Leave Eligibility**

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

#### **QUALIFYING EXIGENCY**

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

#### **Definitions:**

**Covered active duty** means

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

**Son or daughter on active duty or call to active duty status** means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the

employee stood in loco parentis, who is on active duty or call to active duty status, and who is of any age.

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

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

### **Employee Notice to District**

#### Foreseeable Leave:

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

#### Unforeseeable Leave:

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

### **Substitution of Paid Leave**

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



## **Intermittent or Reduced Schedule Leave**

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

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

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

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

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

## **SERIOUS ILLNESS**

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

### **Definitions:**

Covered Service Member is

- A. 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
- B. a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

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

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

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

Serious Injury or Illness:

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

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

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

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered service member** shall be entitled to a total of 26 weeks of leave during one 12-month period to care for the service member who has a serious injury or illness as

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

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

### **Medical Certification**<sup>15</sup>

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

### **Employee Notice to District**

#### Foreseeable Leave:

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

#### Unforeseeable Leave:

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

#### **Substitution of Paid Leave**

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

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

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

Eligible employees may take intermittent or reduced schedule FMLA leave to care for a

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

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, 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 service member with a serious illness or injury that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the District may require the employee to choose either

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

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

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

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 service member 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 service member with a serious illness or injury more than 5 weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester,

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

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

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

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

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

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

Cross Reference PERSONNEL SICK LEAVE

3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT  
CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT

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

Date Adopted: April, 2014

**LEAVE OF ABSENCE FOR PERSONAL INJURY FROM ASSAULT**

The Board of Education of the Hot Springs School District #6 shall grant to any employee of the district who is absent from duty in a public school due to personal injury from assault or other violent criminal act committed against employee in the course of employment in the public school leave at full pay while the employee is unable to return to work. An "assault or other violent criminal act" is defined as "a direct attack on the person of the employee and includes personal injury suffered while intervening in student fights, restraining a student or protecting a student from harm".

The leave shall last as long as the employee is unable to return to work but not to exceed one (1) year from the date of the injury. Leave granted under this provision shall not be charged to the sick leave of the employee.

The assault or criminal act must have been reported to and verified by the proper authority, e.g., police.

To apply for the leave of absence, and thereafter at the request of the Board after leave is granted, the employee must present a statement from a medical doctor stating that

the employee is under the care of a doctor, and that the employee is incapable, by reason of the personal injury sustained, to return to work. The School Board may request that the employee be examined by a medical doctor of the Board's choosing to verify the inability of the employee to return to work. If there is disagreement between the employee's doctor and the Board's doctor, a third opinion shall be requested from a medical doctor that both the Board and the employee agree upon. In such a case, the decision from the agreed upon doctor shall be the decision that the Board and the employee shall abide by.

The employee shall not draw workers' compensation nor 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 processing, including District grievance policies or procedures.

A.C.A. 6-17-1209:

A.C.A. 6-17- 1308

Revised June 27, 2000

### **SALARY DEDUCTIONS**

The district shall, upon signed request by any employee and for the purpose of payment of group insurance or professional membership dues of any bona fide teacher's organization, deduct and deliver to the appropriate organization a designated amount from the employee's monthly salary. Payment of professional membership dues may be made in an annual lump sum upon request.

The district will discontinue salary deductions at the written request of the employee.

A.C.A. 6-17-804. A.C.A. 6-17-805

### **3.44—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 Business Manager. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and



make statements as requested for the purposes of the claim assessment and investigation.

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic. In addition, at the discretion of the supervisor or designee in absence of supervisor, the employee shall submit to a drug test, which shall be paid at district expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits.<sup>2</sup>

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, an employee:

- A. 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;
- B. Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- C. Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross

pay.

Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE  
3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT  
3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

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

A.C.A. § 11-9-102  
A.C.A. § 11-9-508(d)(5)(A)  
A.C.A. § 11-9-514(a)(3)(A)(i)

Date Adopted:

Last Revised: 3-17-15 Effective 7-1-15

## **SEXUAL HARASSMENT – Student and Employee**

### **Purpose:**

Sexual harassment is sex discrimination under Title IX. It is the policy of the 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 employee of the district to harass a student or other employee 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 employees of the district 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 employee or when made by a student constitute harassment when:

- A. submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's education;
- B. submission to 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 creating an intimidating, hostile or offensive academic environment or work place.

D. sexual harassment, as defined above, may include but is not limited to the following.

1. Verbal harassment or abuse
2. Pressure for sexual activity
3. Repeated remarks to a person with sexual or demeaning implications
4. Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's grades, job, etc.
5. Inappropriate patting or pinching
6. intentional brushing against a student's or an employee's body
7. 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.

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, 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 officials. A written report on 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 completion of 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**

Upon receipt of a recommendation that the complaint is valid, the District will take such action as 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 non-renewal.

The result of the investigation of each complaint filed under these procedures will be reported in writing 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 related to a sexual harassment complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Title IX – Civil Rights Act of 1964, as amended.      A.C.A. 6-15-1005

## **PERSONNEL FILES POLICY**

Personnel files on all employees are maintained by the district. Some employment records, including, but not limited to, records relating to medical conditions, leave, and payroll records may be maintained in separate files. The Board of Directors recognizes the importance of privacy and confidentiality with regard to personnel files. It also recognizes the district, as a public entity, is subject to applicable disclosure laws, such as Federal and State Freedom of Information Acts

All personnel files shall be maintained in a secure location to be determined by the Superintendent.

All medical records of any employee shall be maintained in a file separate and apart from the employee's regular personnel file.

Any employee shall have the right to inspect or copy, at their expense, their personnel file(s) upon reasonable notice and during normal working hours. A review of the file(s) shall be in the presence of designated district personnel and at a designated location. No document may be removed or altered by an employee, unless specifically agreed to by the Superintendent or designee. If an employee disagrees with any document contained in the personnel file, the employee has the right to submit for inclusion in the file(s) written information in response to any disputed material in the file(s). A third person may inspect the file(s) upon written request from the employee. The written request will become a part of the file. Former employees, or persons unknown to appropriate district personnel, shall be required to present identification and/or proof of permission to access any personnel file. Only district personnel with a legitimate reason to know, for business or related purposes, shall have access to any personnel file(s).

The Superintendent shall develop appropriate and necessary procedures and/or guidelines to implement this policy.

Adopted: 2-19-08

Effective: 7-1-08

## **DEPARTMENT HEADS**

Department heads will be appointed by the principal of each school. There shall be one department head for each grade level at each elementary school. Middle school and high school department heads shall be by subject area as follows:

Middle School – math, science, English, social studies, counselor and vocational.

High School – math, science, English, social studies, counselor, business, special education, foreign language, health/P.E. and vocational. All teachers shall be assigned a department at the discretion of the principal.

Any teacher may apply for a department head position. Application must be made in writing to the principal prior to April 15 for the next succeeding school year. Duties of the department head shall be assigned by the principal. Meetings of department heads may be held outside normal school hours at the discretion of the principal.

Department heads will be paid a stipend of \$550.00 for three (3) teachers in the

department, and \$50.00 increments for each additional teacher to a maximum of \$900.00. Teachers on probationary status pursuant to Arkansas law are not eligible to be department heads.

A.C.A. 6-13-620

### **TUTORING**

Tutoring students by any employee of the district may be done with prior approval of the employee's supervisor or principal. Any approved tutoring shall be considered outside employment and shall not be considered part of an employee's contract with the district, and the district shall not be responsible for any acts or omissions of said tutor.

A.C.A. 6-13-620

### **EMPLOYEE DRESS CODE**

The Superintendent, or his designee, shall have the responsibility of establishing regulations for appropriate dress of all persons employed by the District based upon circumstances of the employment.

A.C.A. 6-13-620

### **ELECTIVE AND APPOINTIVE GOVERNMENT OFFICES**

All employees shall have the right to seek elective or appointive offices in government.

No activities in pursuit of such office shall interfere with assigned duties of any employee, and no district facilities or property of any kind shall be utilized in any manner in the pursuit. The Superintendent is authorized to take appropriate action for any violation of this provision, including a deduction from pay for misuse of contractual time.

Paid leave shall not be granted under this policy.

Available personal leave days may be used under this policy, with prior approval of the superintendent.

The Board, upon request, may grant a maximum of five (5) days of unpaid leave to an employee, under this policy. The employee will be responsible for the expense of a substitute employee (or the sum of \$39 per day if no substitute is required).

Fraudulent use of sick leave days, or any other available leave days, to pursue activities authorized under this policy will result in appropriate disciplinary action including, but not

limited to, non-renewal or termination.

A.C.A. 6-17-115 A.C.A. 6-17-116

## **PERSONNEL POLICIES COMMITTEE**

### **Purpose:**

It shall be the responsibility of the Personnel Policies Committee (PPC) to review and make recommendations regarding policies of the district affecting certified personnel.

### **Membership:**

The PPC shall consist of six (6) certified classroom teachers and three (3) administrators. There shall be two (2) members from the K-5 level, two (2) members from the 6-12 level and two (2) members at large. The election of said certified classroom teacher members shall be conducted in September of each year by the then existing PPC as provided by law. Appointment of administrative members shall be made by the Superintendent in September of each year, subject to review by the board.

The term of membership on the PPC shall be three (3) years, with present members serving the remainder of existing terms as previously determined.

In the event of a vacancy on the PPC, for any reason, the certified classroom teachers, or administrators, as the case may be, shall appoint replacements for the respective vacancy, to complete the term of said position.

### **Operation:**

The PPC shall organize itself and conduct business as provided by law.

A.C.A. 6-17-203 A.C.A. 6-17-205

## **ASSIGNMENT AND REASSIGNMENT OF TEACHERS**

The Hot Springs School District board of education has the authority to assign and reassign or transfer all teachers upon the recommendation of the superintendent.

A.C.A. 6-17-303

## **ASSIGNMENT OF EXTRA DUTIES FOR CERTIFIED EMPLOYEES**

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

## **CERTIFIED EMPLOYEE DISMISSAL AND NON-RENEWAL**

For procedures relating to the termination and non-renewal of certified employees, 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.

A.C.A. 6-17-201

## **3.19—PERSONNEL EMPLOYMENT**

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

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

It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check.<sup>1</sup>

The District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, or disability.<sup>2</sup>

Inquiries on non discrimination may be directed to the District Equity Coordinator<sup>3</sup>, 400 Linwood Avenue, Hot Springs, AR, who may be reached at 501-624-3372<sup>4</sup>.

For further information on notice of non-discrimination or to file a complaint, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

In accordance with Arkansas law<sup>5</sup>, the District provides a veteran preference to applicants who qualify for one of the following categories:

- A. a veteran without a service-connected disability;
- B. a veteran with a service-connected disability; and
- C. a deceased veteran's spouse who is unmarried throughout the hiring process

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:

- A. Indicate on the employment application the category the applicant qualifies for;
- B. Attach the following documentation, **as applicable**, to the employment application:
  - 1. Form DD-214 indicating honorable discharge;
  - 2. 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;
  - 3. Marriage license;
  - 4. Death certificate;
  - 5. 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.

Legal References: A.C.A. § 6-17-410  
A.C.A. § 6-17-411  
A.C.A. § 21-3-302  
A.C.A. § 21-3-303  
28 C.F.R. § 35.106  
34 C.F.R. § 100.6  
34 C.F.R. § 104.8  
34 C.F.R. § 106.9  
34 C.F.R. § 108.9  
34 C.F.R. § 110.25

Date Adopted:

Last Revised: 3-17-15 Effective 7-1-15

## **8.13—CLASSIFIED 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 application information is discovered to be other than as was represented by the employee, either in writing on application materials or in the form of representations 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.

An employee who receives notification of a failure to pass a criminal background check or a true result on the Child Maltreatment Central Registry check shall have thirty (30) days following the notification to submit to the superintendent, or designee, a written request for a hearing before the Board to request a waiver. The written request should include any documentation, such as police reports, or other materials that are related to the event giving rise to the failed background check or true result on the Child Maltreatment Registry as well as information supporting your request for the waiver. Employees requesting a board hearing to request a waiver should be aware that this hearing is subject to the Arkansas Freedom of Information Act and it must be fully open to the public as a result.

The Hot Springs School 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 law<sup>1</sup>, the District provides a veteran preference to applicants who qualify for one of the following categories:

- A. a veteran without a service-connected disability;
- B. a veteran with a service-connected disability;
- C. a deceased veteran's spouse who is unmarried throughout the hiring process

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:

- A. Indicate on the employment application the category the applicant qualifies for;
- B. Attach the following documentation, **as applicable**, to the employment application:
  - 1. Form DD-214 indicating honorable discharge;
  - 2. 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;
  - 3. Marriage license;
  - 4. Death certificate;
  - 5. 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.

### **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.

### **ASSIGNMENT OF EXTRA DUTIES FOR NON-CERTIFIED EMPLOYEES**

From time to time extra duties may be assigned to non-certified employees by the school principal or designee, or the Superintendent, as circumstances dictate.

## **CERTIFIED EMPLOYEE PERSONNEL BENEFITS**

Hot Springs School District No. 6 provides certified employee benefits consisting of the following:

- A. Health insurance assistance
- B. Contribution to teacher retirement system
- C. Eleven (11) days minimum sick leave days per work year (prorated for a partial year of employment).
- D. Two (2) days of personal leave (included in the total number of sick leave days, and not in addition thereto).
- E. Five (5) days of funeral leave per work year (limited to certain family members).

## **CERTIFIED EMPLOYEE PLANNING TIME**

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

## **CLASSIFIED PERSONNEL POLICIES COMMITTEE**

This policy shall apply to all classified employees of the district who are not required to hold a teaching license, issued by the State Board of Education, as a condition of employment.

All policies of the district shall apply to classified employees of the district, unless specifically limited to certified employees (employees required to have a teaching license issued by the State Department of Education as a condition of employment).

A classified personnel policy committee shall be formed and consist of the following:

- A. At least one non-management representative from each of the following Classifications:
  - 1. maintenance and operation
  - 2. transportation
  - 3. food service
  - 4. secretarial and clerical

## 5. aides and paraprofessionals

### B. Three (3) administrators designated by the Superintendent.

The Classified Personnel Policies Committee shall be formed and organized pursuant to law (Act 1780 of 2003) and shall have the rights, duties and responsibilities prescribed by law.

The Superintendent shall establish necessary procedures and/or regulations necessary to implement this policy.

## **EMPLOYEE POLITICAL ACTIVITY**

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

It is specifically forbidden for employees to engage in political activities on the school grounds or during work hours, or at any school sponsored activity. These activities include:

- A. Using students for preparation or dissemination of campaign materials
- B. Distributing political materials
- C. Distributing or otherwise seeking signatures on petitions of any kind
- D. Posting political materials
- E. Discussing political matters with students, in or out of the classroom, in other than circumstances appropriate to the nature of the class

## **EMPLOYEE OUTSIDE EMPLOYMENT**

### **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 du 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 outs

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.<sup>1</sup> 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.

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, 2014

Last Revised:

## **8.12—CLASSIFIED 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 classified employee is additionally employed by the District by a contract for a second classified position or to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary 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 position and any other contracted position, the 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 conflicting contract of employment or the contract to perform the supplementary duties.

For employees who work two or more jobs for the District, the superintendent or designee shall specify which is the employee's primary job. If circumstances change, the determination can be changed to reflect the current needs of the District. Furthermore, if on any given day, one of the employee's jobs requires more hours worked than is customary, the District reserves the right to lessen the number of hours the employee may work in his/her other job such that the employee does not exceed forty (40) hours worked in that week.<sup>1</sup>

### **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 8.26, if an employee who works a non-district job while taking district sick leave for personal or

family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

Cross References: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE

8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

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

Date Adopted: April, 2014

## **GRIEVANCE POLICY**

### **Purpose**

To provide an orderly process for employees to resolve their concerns related to personnel policy, salary, federal or state laws and regulations, or terms or conditions of employment, at the lowest possible administrative level.

### **Definitions**

- A. Grievance – A grievance is any concern related to personnel policy, salary, federal or state laws and regulations, or terms or conditions of employment, raised by an employee. A group of employees who have the same grievance may file a group grievance.
- B. 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 or her supervision.
- C. Employee – Any person employed under a written contract with the District.
- D. Immediate Supervisor – The person immediately superior to an employee who directs and supervised the work of an employee.
- E. Day – A calendar day, unless otherwise specified.

### **Process**

All parties have the right to be represented by a person of their own choosing at any level of the proceeding, but not by a member of a party's immediate family.



**Level One** – An employee who believes that he or she has a grievance should inform that employee’s immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within five (5) working days of the occurrence of the grievance. (The five day requirement does not apply to grievances concerning back pay.) If the grievance is not advanced to Level Two within five 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 immediate supervisor cannot resolve the grievance, 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, citing the specific reason(s) that has given rise to the grievance, within five (5) working days of the discussion with the immediate supervisor and submit the grievance form to the building principal. In the event the employee’s immediate supervisor is the building principal, the employee will submit the grievance to the Superintendent.

**Level Two** – Upon receipt of a Level Two grievance, the building principal or Superintendent (hereinafter “recipient”) will require the immediate supervisor to respond to the grievance using the bottom half of the Level Two Grievance form. The recipient will have ten work days to schedule a conference with the employee filing the grievance. After the conference, the recipient 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 (if appropriate) or appealed to the Board of Directors within five days of the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

**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 the date on the principal’s reply. The Superintendent will have ten work days to schedule a conference with the employee filing the grievance. 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 Directors within five (5) working days of the date on the Superintendent’s written response by submitting a written request for a board hearing to the board president, with a copy sent to the Superintendent. If the grievance is not appealed to the Board of Directors within five (5)

days of the date on the Superintendent's written response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The hearing on the grievance will be heard at the next regular meeting of the Board, unless the employee agrees in writing to an alternate date for the hearing. At the conclusion of the hearing, the Board of Directors may excuse all parties except board members and deliberate, unless the hearing is open, in which case any deliberations shall be in open meeting. If the grievance involves a personnel matter or issue, the board may deliberate in executive session, as provided by law. A decision on the grievance shall be announced no later than the next regular meeting.

The hearing shall be open or closed at the discretion of the employee. If the hearing is open, the parent or guardian of any student under the age of eighteen (18) years who gives testimony may elect to have the student's testimony given in closed session.

### **Records**

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

### **Reprisals**

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

A.C.A. 6-17-208

## **OVERTIME, LEAVE OF ABSENCE, AND COMPENSATORY PAY POLICY FOR EMPLOYEES SUBJECT TO THE FAIR LABOR STANDARDS ACT**

### Purpose

The purpose of this policy is to ensure that the Hot Springs School District No. 6 complies with the minimum wage, overtime pay, compensatory pay, and record keeping requirements of the Fair Labor Standards Act (FLSA) of the United States. The FLSA requires that overtime be paid to non-exempt employees either in the form of monetary compensation or compensatory time at the rate of 1.5 times the regular hourly rate of pay for the number of hours worked in excess of 40 hours per week

### Exempt Employees

Certain employees are exempt from coverage under the FLSA and are not subject to compensation for overtime work. Exempt employees include executive, administrative, and professional employees such as teachers, counselors, supervisors, and

administrators. Employees or supervisors who are unsure if an employee is exempt from coverage shall consult with the district's administration.

### Covered Employees

All employees in the job classifications listed below are non-exempt employees and are therefore covered under the FLSA:

- A. Assistant Teachers (Aides)
- B. Bookkeepers
- C. Bus Drive
- D. Custodians
- E. Food Service Workers
- F. Maintenance Personnel
- G. Receptionists
- H. Secretaries
- I. Transportation Staff
- J. Non-Teaching Staff (no teaching certificate required)

Some employees who work in the above areas may be exempt from coverage if they have supervisory responsibilities or if they are otherwise exempt under the FLSA.

### Employment Relationships

An employment relationship is not created between student teachers or students and the district.

An employment relationship is not created between the district and individuals who volunteer or donate their time to the district as a public service without contemplation of pay.

The hiring of off-duty policemen or deputies on a part-time basis by the district for crowd control or for security purposes does not create a joint employment relationship between the district and the employer of the policemen or the deputy. The district is separate and distinct and acts entirely independent of other governmental entities.

A joint-employee relationship does not exist between the district and any entity contracted to provide transportation services, security services or other services.

### Hours Worked

The workweek for the district begins on Sunday at 12:01 a.m. and ends on Saturday at 12:00 midnight. Each employee subject to the FLSA shall be paid for all hours worked.

Compensable time includes all time and that an employee is required to be on duty.

Hours worked shall be accurately recorded by each employee in the manner provided by the district. Employees shall record the exact time of arrival and departure from work. Employees are expected to arrive and depart at or about the time specified by the district unless

requested to work overtime by his or her immediate supervisor. Each employee shall record all overtime by time sheet or by time clock.

They will sign in at the first site where they begin working and sign out at the end of the day at the last site where they are working. They will also sign out for meal periods and other instances in which they are not working.

Employees who work two (2) or more jobs for the district shall sign or clock in and out for each job when changing jobs during the day.

Supervisors and building-level principals shall review and approve each time record or sign-in sheet weekly.

All employees must sign in for themselves. Any employee who clocks in or out or signs in or out for another employee, may be dismissed. Any employee who asks another employee to clock in or out or sign in or out for him or her may be dismissed.

Every non-exempt (classified) employee will review and report any discrepancies in their time records. They are required to sign the time sheet verifying that the time sheet reflects a true and accurate record of hours worked that pay period.

### Breaks and Meal Periods

The district is not obligated or required to provide meal periods, but will provide two (2) fifteen minute breaks per day for employees who work more than twenty (20) hours per week.

Meal periods in which employees are not relieved of duty are compensable. Those employees with bona fide meal periods shall be completely relieved of duty for the purpose of eating a regular meal and shall be free to leave the work site during this period.

Employees having bona fide meal periods may eat in a school cafeteria or in a break area at a work site; however, the employee shall not engage in any work for the district during this period except for a rare and infrequent emergency.

### Basic Monetary requirements

Employees subject to FLSA shall be paid not less than the current minimum wage.

## Overtime Pay

Generally, employees subject to FLSA shall be paid not less than 1.5 times his or her regular rate of pay for all hours worked over 40 in a workweek. For those employees working two or more jobs for the district, overtime pay shall be calculated on the basis of remuneration received in a work week by the total hours worked in that work week. The employee shall be paid one-half of the blended hourly rate times the number of hours worked over 40.

Overtime pay due and employee shall be computed on the basis of the hours worked in each workweek and the overtime compensation earned by an employee shall be paid on the next regular payday for the workweek in which the overtime was worked. Overtime or compensatory pay may not be waived by an agreement between employer and employees.

The granting of compensatory time off in lieu of paying overtime pay is permitted provided compensatory time is awarded on a one-and-one-half time basis for each hour of overtime worked. The district reserves the right to grant compensatory time in lieu of paying employees monetary compensation. The supervisor and employee must have a written agreement or understanding that the employee will receive compensatory time before the work performed. The employee may accumulate a maximum of 40 compensatory time hours. The employee must take the compensatory time when it is agreeable with the supervisor. Compensatory time off in lieu of overtime pay is strictly at the discretion of the district.

## Regular Rate of Pay

Any overtime pay will be based on the employee's regular rate which will include all remuneration for employment. For those employees paid a simply hourly rate the overtime will be based on that hourly rate. For those employees paid on a salary basis, The monthly salary will be reduced to its hourly rate equivalent. Employees shall be paid for each and every hour worked.

## Authorization for Overtime Work Required

Each district employee responsible for the supervision of employees subject to the FLSA, prior to permitting any overtime work shall receive appropriate authorization, as established by district regulations and procedures.

Non-exempt employees who work overtime/compensatory time without prior approval must be allowed to claim the hours worked in accordance with the FLSA. If the supervisor determines that the work was unforeseen or emergency in nature, it should be approved. If the supervisor determines that the performance of the work was unnecessary at the time it was performed, the hours worked must be paid to the

employee, but disciplinary action must be taken for failure to follow established policy.

### Record Keeping

The superintendent shall require all records on wages, hours, and other items listed in the record keeping regulations (29 CFR Part 615) to be kept by the business office for the time specified by the FLSA.

The superintendent or his or her designee shall secure a sufficient quantity of the minimum wage posters. One poster shall be displayed in each district work site.

### Enforcement

District employees shall, at all times, cooperate with authorized representatives of the Department of Labor who may visit a work site for the following reasons:

- A. to investigate and gather data concerning wages, hours, and other employment
- B. to enter and inspect premises and records
- C. to question employees to determine whether any person has violated any provision of the FLSA

District employees responsible for supervising employees subject to FLSA who willfully violate the terms of this policy shall be subject to disciplinary action by the district.

### Non-Exempt Employee Leave Requests

All leave requests by non-exempt (classified) employees must be in accordance with policies and/or regulations and procedures established by the district or the superintendent, and must be documented in writing.

## **SCHOOL CALENDAR**

The Superintendent shall present to the Board, for its approval, the calendar for the succeeding year no later than the June regular Board meeting. The Superintendent, in developing the calendar, shall accept and consider recommendations from the Personnel Policy Committees and any staff member or group wishing to make calendar proposals.

Upon adoption, the calendar adopted by Hot Springs School District No. 6 shall become a part of this policy each year.

Act 1120 of 2003

A.C.A. 6-17-201

## **SICK LEAVE BANK**

### **SECTION ONE:**

The purpose of the Sick Leave Bank is to provide leave for long term illness or injury to eligible teachers and employees under the terms and conditions of this policy, when no other assistance is available.

#### **Eligibility for Membership**

Teachers and employees who are members of the bank on the effective date of this policy shall remain members unless they withdraw pursuant to the terms of this policy.

Upon enrollment in the bank one (1) day of sick leave must be contributed by the teacher or employee.

Enrollment or cancellation of membership must be made in writing no later than October 15 of each year. There will be no refund of contributed days upon cancellation of membership.

#### **Administrative Committee**

Administration of the bank shall be the duty and responsibility of a seven (7) member committee.

Committee members serving on the effective date of this policy shall remain members until the expiration of their terms.

The committee shall consist of one (1) each of the following:

- A. Administrative assistant
- B. Building supervisor
- C. K-5 teacher
- D. Middle School teacher
- E. High School teacher
- F. Non-certified employee
- G. Teacher-at-large

Terms of members shall be three (3) years and the year shall run from July 1 to June 30.

The committee shall elect a chairperson by majority vote.

Vacancies on the committee during a term shall be filled by majority vote of the

committee, and the elected member shall serve the remainder of the vacant term.

Members, other than vacancies occurring during a term, shall be elected by a plurality of votes of members of the bank.

The committee shall establish times and procedures for meetings, upon majority vote of the committee.

**Withdrawal of days – procedures, conditions, requirements and exceptions:**

The committee shall have sole discretion, by majority vote of a quorum, to determine eligibility for withdrawal of days from the bank. The committee may require any information it deems necessary to make a decision, under the circumstances.

The following conditions must be met to be eligible to withdraw days from the bank:

- A. All available regular sick leave days must have been used.
- B. Twenty (20) days of continuous absence due to illness or injury. This condition may be waived by the committee in the following circumstances:
  - 1. Medically certified absences of less than 20 days each, continuing over a period of time, AND
  - 2. Medically certified treatment for conditions such as, but not limited to, chemotherapy or absence because of chronic illness, AND
  - 3. A total of twenty (20) days absence for the condition.

Requests for withdrawal from the bank must be in writing on a form approved by the committee and must be accompanied by a statement from a licensed physician stating the need for continued absence, duration thereof and expected date of return. The statement shall clearly indicate the conditions requiring the absence.

A member may receive three (3) grants of leave from the bank, a maximum of ten (10) days each, per contract year. In no event shall more than thirty (30) days be granted in a contract year.

Any grant of days shall be retroactive to the date of eligibility for days from the bank, under the terms of this policy.

**Assessment of days**

Each member shall be assessed one (1) day of sick leave at the beginning of each contract year. This assessment of one (1) day may be waived, at the discretion of the committee, if the bank has in excess of 500 days as of July 1 of any year.

The committee shall have the discretion to assess one (1) additional day per fiscal year,



for each member, if the number of available days becomes too low in the judgment of the committee. New members shall be required to contribute two (2) days to enroll if such additional assessment is made. Members without available days to assess shall be required to contribute said additional days at the beginning of the next contract year.

Days contributed, assessed, or owed shall not be refunded for any reason, except if a member withdraws between the beginning of his/her contract year and October 15 of that year, days assessed for that year only shall be refunded.

## **SECTION TWO: VOLUNTARY SHARED SICK LEAVE**

The purpose of this section is to provide economic relief for employees who, by reason of absence caused by a medically certified terminal illness, who are likely to suffer financial hardship. The provisions contained in the first section of the SICK LEAVE BANK policy set forth above do not apply to this SHARED SICK LEAVE section.

Any employee who has in excess of five (5) sick days accumulated is eligible, subject to certain restrictions, to donate leave to an employee who qualifies and is approved by the Superintendent or designee to receive leave.

### **Restrictions on donated leave:**

To be eligible to receive donated sick leave days, any full time employee must request shared sick leave days and provide medical certification, satisfactory to the Superintendent or designee, stating the employee has a "terminal" illness or disease as ordinarily defined by the medical profession.

The Superintendent or designee shall have sole authority or discretion to grant shared sick leave days.

All donations must be in writing and must be signed by the donating employee. The employee receiving the leave must be named and the amount of sick leave donated must be specified. The donor and the donee must complete and submit, to the Superintendent or designee, appropriate forms requesting and donating leave as provided by the district.

An employee donating sick leave may not reduce his or her annual sick leave balance below one half (1/2) of what that person can earn in a year. The maximum number of sick leave days donated by any one employee shall not exceed five (5).

The total maximum number of shared sick leave days a donee shall be eligible to receive per contract year is twenty (20).

The donating employee may not receive compensation in any form for the donation of leave.

### **SECTION THREE: EMERGENCY GRANT**

In the event of a prolonged illness or serious accident, an emergency grant up to (10) days may be requested by the employee. (All days accumulated under sick, personal leave, and/or granted from the sick leave bank, and voluntary shared sick leave must be used prior to issuance of an emergency grant) It is designed to help in those rare instances when the person does not qualify for sick leave bank but has experienced a prolonged illness or serious accident documented by medical records. Once an employee uses any part of this emergency grant one year must elapse before the grant can become available again. The Superintendent or designee will make the decision on whether an extended leave request will be approved or denied.

Revised:

### **SICK LEAVE POLICY**

#### **Purpose**

To provide leave as a result of personal or family illness for persons employed by the district.

#### **Definitions**

- A. Teacher – any full time employee required by law to secure a license from the State Board of Education as a condition of employment.
- B. Employee – any person employed by the district who works not less than twenty (20) hours per week, other than a teacher.
- C. Sick leave – absence from duties with full pay for the reason of personal illness or injury, or illness or injury in one’s immediate family including death, except due to personal injury resulting from either an assault or other violent criminal act as provided by law.
- D. Immediate family – spouse, children (including stepchildren), grandchildren (including step grandchildren), parents (including stepparents), brothers, sisters,

and any other relative living in the same household.

- E. Accumulated sick leave – the total number of days of unused sick leave of the individual, with a maximum of ninety (90) days.
- F. Leave of absence – absence from duties without pay.
- G. Assault or other criminal act – an unlawful act committed against a teacher or employee in the course of public school employment.

## **Benefits**

- A. Employees on nine and one quarter and ten month contracts shall be entitled to 11 days of paid sick leave per year. Employees on eleven month contracts will be entitled to 12 days, and employees on twelve month contracts will be entitled to 13 days per year.  
Said sick leave days shall be earned at the beginning of the contract year. The number of available days shall be pro-rated in the event of initial employment subsequent to the beginning of the contract year. Any employee may be requested to submit appropriate evidence concerning the cause of his/her absence in order to qualify for sick leave benefits.
- B. Unused sick leave shall accumulate to a maximum of ninety (90) days. Any portion of accumulated sick leave days may be used under this policy.
- C. Two (2) days of sick leave may be used annually for the purpose of personal business.
- D. Employees shall be allowed each year, in addition to sick leave, a maximum of five (5) days of paid leave for funeral attendance and/or business related thereto for the death of any of the following: **1.** spouse, **2.** employee and spouse's children, grandchildren, parents, grandparents, brothers and sisters, **3.** any in-law of the employee, and **4.** any other relative living in the same household of the employee. In addition, the Superintendent, in his/her sole discretion and under unique or extenuating circumstances, may grant leave under this section 4 for the death of a person other than those specifically named herein. If regular sick leave is utilized in addition to the five (5) days provided herein, relatives included in this section 4 shall be considered immediate family for purposes of said sick leave use for a death.
- E. Any teacher or employee who has accumulated ninety (90) days of sick leave will be credited with 11 bonus days at the beginning of the next contract year. Any

bonus days not used during the year will be reimbursed to the teacher or employee at the end of the school year at the rate of \$70.00 per day in the form of a bonus.

- F. Upon retirement, a teacher or employee shall receive \$70.00 per day for up to 101 accumulated sick leave days.
- G. A teacher resigning and being re-employed within two (2) years, and a teacher granted a leave of absence, shall have accumulated sick leave benefits restored.
- H. Salary deductions of a daily rate for each absence of a teacher or employee due to illness or injury of the person or immediate family that is in excess of accumulated sick leave days shall be made, based upon the teacher's or employee's total contract rate divided by the number of working days contracted for.
- I. A deduction of a daily; rate determined as in number eight (8) above shall be made from the last paycheck of a teacher or employee who, for any reason, leaves employment prior to the end of the contract year, for any sick leave or family illness days used in excess of the number of days accumulated or earned.
- J. A teacher or employee leaving another school district in the state of Arkansas to accept employment with the district shall be credited with sick leave days accumulated in the other district to a maximum of ninety (90) days.
- K. Any teacher or employee shall be granted a leave of absence with pay for a maximum of one (1) year for an absence resulting from personal injury caused by an assault or other violent criminal act against the teacher or employee while in the course of employment with the district. Leave provided under this paragraph shall not be charged against sick leave benefits provided under this policy. Requirements of the policy on illness or injury from assault or violent criminal act must be met.
- L. An employee who elects to T-DROP under the Teacher Retirement System shall be eligible to receive payment of \$70.00 per day for accumulated sick leave days up to 101 days, under the following conditions and restrictions:
  - 1. Written notice to receive payment must be given to the Superintendent at the time of the election to T-DROP.
  - 2. The number of days the employee elects to receive compensation for must be specified.
  - 3. The option to receive payment for days may only be exercised the first time the employee is eligible to T-DROP.
  - 4. The days the employee is compensated for shall be considered to have been used as sick leave days. An employee who is a member of the sick leave

bank of the District on the date of the exercise of the option to T-DROP shall be eligible to remain a member of the bank, subject to all the terms and conditions of the sick leave bank policy.

### **Medical Certification and Excessive Absences**

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— PERSONNEL FAMILY MEDICAL LEAVE the District may require a written statement from the employee’s physician documenting the employee’s illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in 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 not subject to the FMLA, or are in excess of what is protected under the FMLA, excessive absenteeism, to the extent that the employee is not carrying out his/her assigned duties to an extent that the education of students or the operation of the district is substantially adversely affected (at the determination of the principal or Superintendent), may result in dismissal.

Adopted (revised) 3-17-15 Effective 7-1-15

## **LICENSED PERSONNEL EMPLOYEE TRAINING**

### **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:

- A. Is required by statute or the Arkansas Department of Education (ADE); or
- B. Meets the following criteria:

- 1. Improves the knowledge, skills, and effectiveness of teachers;

2. Improves the knowledge and skills of administrators and paraprofessionals concerning effective instructional strategies and methods;
3. Leads to improved student academic achievement; and
4. 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 June 1 and May 31.<sup>1</sup> All licensed employees are required to obtain thirty six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.<sup>2</sup>

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, 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 qualified 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.<sup>3</sup> Hours earned that count toward the licensed employee's required hours also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for PD hours earned at the request of the District that necessitate the employee work more than the number of days required by their contract.<sup>4</sup>

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

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

To the extent required by ADE Rules, employees will receive up to six (6) hours of educational technology professional development 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:

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

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

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

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

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

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

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

At least once every three (3) years, persons employed as 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 anti-bullying policies.

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

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

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

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.<sup>7</sup>

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

Licensed personnel may earn up to twelve (12) hours of PD for time they are required to spend in their instructional classroom, office or media center prior to the first day of student/teacher interaction **provided** the time is spent in accordance with state law and current ADE rules that deal with PD. The hours may be earned through online PD approved by the ADE provided the PD relates to the district's 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.<sup>8</sup>

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

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

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

Approved PD activities may include:

- A. Conferences/workshops/institutes;
- B. Mentoring/peer coaching;
- C. Study groups/learning teams;
- D. National Board for Professional Teaching Standards Certification;
- E. Distance and online learning (including ArkansasIDEAS);
- F. Internships;
- G. State,/district /school programs;
- H. Approved college/university course work;
- I. Action research; and
- J. 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:

- A. Content (K-12);
- B. Instructional strategies;
- C. Assessment/data-driven decision making;
- D. Advocacy/leadership/fiscal management;
- E. Systemic change process;

- F. Standards, frameworks, and curriculum alignment;
- G. Supervision; mentoring/peer coaching;
- H. Next generation learning/integrated technology;
- I. Principles of learning/developmental stages/diverse learners;
- J. Cognitive research;
- K. Parent involvement/academic planning and scholarship;
- L. Building a collaborative learning community;
- M. Student health and wellness; and
- N. 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:

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

Legal References:Arkansas State Board of Education: Standards of Accreditation 15.04  
 ADE Rules Governing Professional Development  
 ADE Rules Governing the Arkansas Financial Accounting and Reporting  
 System  
 and Annual Training Requirements

- 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, 2014

### **CERTIFIED PERSONNEL REDUCTION IN FORCE**

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 the 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 laid off first. In the event of a tie between two or more employees, the employee with the earlier hire date, based on date of board action, will prevail. If a tie still remains, the superintendent shall have the discretion to make a recommendation to the board, based on his/her best judgment. There is no right or implied right for any teacher to "bump" or displace any other teacher.

## Points

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

All points awarded must be verified by documents on file with the District by October 01 of the current school year. Each teacher's points shall be totaled with teachers ranked by the total points from highest to lowest. All teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points with the superintendent whose decision shall be final.

A teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. "Full licensure" means a permanent, no-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional, temporary, or conditional on the fulfillment of additional course work or passing exams or any other requirement of the Arkansas Department of Education, other than the attainment of professional development training.

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all teachers will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if the length of contract or job assignments changes. 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.

If a teacher is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to two (2) years. The non-renewed teacher shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies shall be by certified mail and the non-renewed teachers shall have ten(10) working days from the date that the notification is received in which to accept the offer of a position. A lack of response or a teacher's refusal of a position shall end the district's obligation to replace the laid-off teacher.

A.C.A. 6-17-2407      Date Adopted: June 26, 2007

**Amendment to Certified Personnel Reduction in Force Policy by adding Section Two below:**

**SECTION TWO (Annexation or consolidation)**

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

Such employees will not be considered as having any seniority within the Hot Springs School District and may not claim an entitlement under a reduction in force to any position held by a Hot Springs 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 Hot Springs 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/her 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 Hot Springs 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.

Section Two adopted: November 15, 2011

Effective: November \_\_\_\_, 2011

### **NON-CERTIFIED PERSONNEL REDUCTION IN FORCE**

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 in relation to the staffing of the district.

If a reduction in force becomes necessary, the RIF shall be conducted separately for each occupational category of classified personnel identified within the district on the basis of each employee's years of service. The employee within each occupational category with the least years experience will be laid off first. The employee with the most years of employment in the district as compared to other employees in the same category shall be laid off last. In the event that employees within a given occupational category have the same length of service to the district the one with the earlier hire date, based on

date of board action, will prevail.

All credited years of service must be verified by documents on file with the District by October 1 of the current school year. All non-certified employees shall receive a listing of the personnel within their category with corresponding point totals. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her assignment of points with the superintendent whose decision shall be final.

Total years of service to the district shall include non-continuous years of service; in other words, an employee who left the district and returned later will have the total years of service counted, from all periods of employment. Working few than one hundred twenty (120) days in a school year shall not constitute a year. Length of service in a certified position shall not count for the purpose of length of service for a non-certified position. There is no right or implied right for any employee to "bump" or displace any other employee. This specifically does not allow a certified employee who might wish to assume a classified position to displace a classified employee.

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all employees 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 changes. 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.

If an employee is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to two (2) years. The non-renewed employee shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies to non-renewed employees shall be by certified mail and they shall have ten (10) working days from the date that the notification is received in which to accept the offer of a position. A lack of response or a non-renewed employee's refusal of a position shall end the district's obligation to replace the laid-off employee.

A.C.A. 6-17-2407      Date Adopted: June 26, 2007

**Amendment to Noncertified (classified) Personnel Reduction in Force Policy by adding Section Two below:**

**SECTION TWO (Annexation or consolidation)**

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

Such employees will not be considered as having any seniority within the Hot Springs School District and may not claim an entitlement under a reduction in force to any position held by a Hot Springs 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 Hot Springs 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. 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 Hot Springs 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.

Section Two adopted: November 15, 2011

Effective: November \_\_\_\_, 2011

## **EMPLOYER PROVIDED CELLULAR TELEPHONE AND PAGER USE POLICY**

The purpose of this policy is to comply with Internal Revenue Service regulations regarding use of cellular telephone and/or pagers provided to certain designated employees for business purposes. The use of such devices by said employees provides a beneficial service to the district and is necessary in the performance of their duties.

Certain administrators, supervisors, and employees, as determined at the discretion of the superintendent, may be provided the above devices for use in the performance of their duties. The devices may be used without limitation, provided the employee satisfies one of the following two options to be selected by the employee:

- A. The device and its use shall be a taxable fringe benefit to the employee. The taxable amount, to be reportable as income, will be the fair market value of the device and its use, which is the amount the employee would personally have to pay for the device and its use, or
- B. The employee will provide to the district a monthly itemization of personal calls or use of the pager and will reimburse the district the cost of such personal use on a monthly basis. The reimbursable amount will be the direct charges for personal use and a pro rata share of monthly fees based on the fair market value of the device and its use, as determined by the method set forth in option one (1) above. In the event the employee fails to comply with the provision of this option regarding itemization and reporting, the device and its use will be considered a taxable fringe benefit to the employee and reportable as income.

An employee provided a cellular telephone or pager may elect to use a provided device solely for business purposes, and the business use will not be considered as a taxable fringe benefit. The district will audit the employee's billings, and, if there is personal use of the device, the device and its use will be considered a taxable fringe benefit to the employee.

The superintendent will establish procedures necessary to implement this policy.

### **CONFLICT OF INTEREST POLICY**

No employee shall offer for sale, lease, provide services to, or enter into other transactions with the school district where he/she is employed, except as provided for in the ethics laws of Arkansas (A.C.A. 6-24-101 et. Seq.) and the Arkansas Department of Education Rules and Regulations Governing Ethical Guidelines and Prohibitions for Educational Administrators, Employees, Board Members and Other Parties.

The Superintendent shall notify each employee, in writing, the obligations and responsibilities under the ethics laws and regulations of the State of Arkansas. Each employee shall be required to complete and file with the district a General Disclosure Form provided by the district, said disclosure to become a part of the employee's personnel file.

Date Adopted: June 26, 2007

Date Revised:

## **CERTIFIED PERSONNEL RECORDS AND REPORTS**

The superintendent or his/her designee shall determine, by individual or by position, those records a teacher is responsible to keep and those reports he/she is required to maintain. It is a requirement of employment that all required records and reports be completed, submitted, or otherwise tendered, and be accepted by the principal or superintendent as complete and satisfactory, before the last month's pay will be released to the certified employee. In addition, all keys and other property of the district in the possession of the teacher, or any other employee, shall be turned in at the conclusion of the contract period, at the discretion of the superintendent or designee. Failure to turn in such property shall also be subject to the provisions of this policy.

Adopted: June 26, 2007

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

A school principal or his or her designee who receives a credible report or complaint of bullying shall promptly investigate the complaint or report and make a record of the

investigation and any action taken as a result of the investigation.

**Definitions:**

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

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

- A. Physical harm to a public school employee or student or damage to the public school employee's or student's property;
- B. Substantial interference with a student's education or with a public school employee's role in education;
- C. 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
- D. Substantial disruption of the orderly operation of the school or educational environment;

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

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

“Harassment” means a pattern of unwelcome verbal or physical conduct relating to another person's constitutionally or statutorily protected status that causes, or

reasonably should be expected to cause, substantial interference with the other's performance in the school environment; and

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

- A. Necessary cessation of instruction or educational activities;
- B. Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;
- C. Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or
- D. 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:

- A. Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,
- B. Pointed questions intended to embarrass or humiliate,
- C. Mocking, taunting or belittling,
- D. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
- E. Demeaning humor relating to a student's race, gender, ethnicity or actual or perceived attributes,
- F. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
- G. Blocking access to school property or facilities,
- H. Deliberate physical contact or injury to person or property,
- I. Stealing or hiding books or belongings,

- J. Threats of harm to student(s), possessions, or others,
- K. Sexual harassment, as governed by policy 3.26, is also a form of bullying, and/or
- L. 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").

This policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor.<sup>1</sup>

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

Legal Reference: A.C.A. § 6-18-514

Date Adopted:

Last Revised: 3-17-15 Effective 7-1-15

## **TRAVEL EXPENSE POLICY**

Reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by district employees and/or members of the Board of Directors on behalf of the district shall be done according to the following guidelines. Original receipts must accompany all requests for reimbursement, payment, or for prepaid expenses paid by the district to the extent that such receipts are customarily available, except as set forth below. For a receipt to be valid it should contain the name of the issuing company, the date, a detailed itemization of the individual expenses, and the total amount. To be eligible for reimbursement and/or to not be held accountable for the expense, the employee must submit the necessary receipts to the district within 90 days of the return date from the trip made by the employee. Employees are only eligible for reimbursement for travel expenses for travel which has been approved in advance. No cash advances shall be made for travel.

Mileage, lodging, and meal expenses will not be reimbursed when incurred for the personal convenience of the employee and not required by the reason for the travel. Reimbursement for travel shall be for the lesser of the cost between travel by air or by car with some consideration allowed for length of time of the method of travel, as well as other considerations determined to be appropriate by the Superintendent and /or designee. Any expense not authorized will not be reimbursed or paid and is the responsibility of the employee to pay any such unauthorized expense.

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

Meal and other appropriate expenses incurred by the superintendent, or other administrators authorized by the superintendent, in the performance of their duties when meeting with state or federal officials, or consultants, or in conducting appropriate and necessary business of the district, may be reimbursed or paid on a per person basis to the superintendent or administrator in line with the mandates and conditions of this policy, and in an amount considered appropriate by the superintendent. Such expenses shall only be reimbursed when the expenditure is likely to result in a tangible benefit to the district. An itemized receipt will be submitted for reimbursement or payment under this provision of the policy.

### **Rates for Reimbursement**

Mileage allowance shall be reimbursed at the rate of 50 cents per mile. Mileage shall be reimbursed on the basis of the shortest, most reasonable, route available, as determined by the district.

When not provided as part of the conference or other approved reason for travel, meal expenses shall be reimbursed for activities which last at least three (3) hours and necessitate leaving from or returning to the work site prior to or later than the customary meal time. Meal(s) may also be reimbursed if the location of and approved reason for the travel necessitates the employee return home later than 10:00 P.M. Meals shall be reimbursed or paid on a per diem basis for each allowable meal at the rate allowed by the IRS for the location of the meal expense. Receipts will not be necessary for such reimbursement or payment of meal expenses. The appropriate rate and allowance for each meal (breakfast, lunch, and dinner) will be provided to the employee upon approval of the travel request. The information will also be available in the bookkeeping department of the district.

When travel necessitates overnight lodging, reimbursement shall be equal to or less than the current IRS rate schedule unless at least one of the following conditions are met:

- A. The location of the conference or other approved reason for travel is located in a hotel/motel which does not offer rates within the IRS rate schedule. In such an instance, the employee shall be reimbursed at the "special conference rate" if available. If such a rate is not offered, or no longer available, the employee shall be reimbursed for lodging costs that are reasonable for single occupancy rates at the hotel in which the conference is held.
- B. The hotel/motel in which the conference is held has no rooms available. In such an instance, the employee shall be reimbursed for reasonable single occupancy lodging costs in another hotel/motel located near the conference.
- C. The conference or other approved reason for travel is held in a location other than one that is part of a hotel/motel. If the rates of the hotels/motels located near the conference or other approved reason for travel are not within the IRS schedule, the employee shall be reimbursed for reasonable single occupancy lodging costs in a hotel/motel located near the conference.

To the extent practicable, employees shall receive assistance from administrators or their designee in arranging travel plans to help keep expenses to a minimum.

### **Expenses not covered**

The district shall not reimburse the following items/categories of expenses.

- A. Alcoholic beverages
- B. Entertainment expense – including sports or sporting events or pay per view or game expenses at hotels or motels;
- C. Replacement due to loss or theft;
- D. Discretionary expenses for items such as clothing or gifts;
- E. Medical expenses incurred while on route to or from or at the destination of the reason for the travel; Optional or supplementary insurance obtained by the employee for the period covered during the travel;

### **Credit Cards**

Only those employees specifically issued credit cards to be used in the performance of their jobs to purchase goods, services, or supplies on behalf of the district shall be allowed to use such cards. Employees who incur reimbursable expenses as defined in this policy are expected to pay for them initially by any means they choose and then submit their request for reimbursement or payment. The district assumes no responsibility for the payment of any personal credit card charges incurred by a district



employee.

### **Airport Associated Expenses**

All airline flights shall be by coach/economy class. Receipts are necessary to be reimbursed for airport parking. Upon arrival, the employee is expected to take the less expensive option between a taxi and an airport shuttle service to the hotel/motel or meeting site. Receipts are necessary to be reimbursed. When circumstances dictate that a rental car is necessary and/or the most economical approach to the travel requirements, the least expensive car that will accomplish the job should be rented. A receipt is necessary to be reimbursed. The district shall reimburse the cost of liability and physical damage insurance on the vehicle, provided by the rental company, and included in the rental fee. Supplemental insurance, such as additional accidental death insurance, etc. will not be reimbursed, and is the responsibility of the employee.

### **Employees `s Responsibility**

**The employee shall be responsible for repayment to the district of any expense incurred for travel and under this policy that is not properly authorized under the terms of the policy.**

Date Adopted: June 27, 2006

Last Revised: August 21, 2007

## **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 the SEX OFFENDERS ON CAMPUS (MEGAN'S LAW) policy 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: **SEX OFFENDERS ON CAMPUS (MEGAN'S LAW) policy**

Legal Reference: A.C.A. § 12-12-913 (g) (2)  
Arkansas Department of Education Guidelines for "Megan's Law"  
A.C.A. § 5-14-131

Date Adopted: June 24, 2008

Last Revised:

### **SEX OFFENDERS ON CAMPUS (MEGAN'S LAW)**

The Hot Springs School District No. 6 shall work with area law enforcement in a manner consistent with applicable state law and Arkansas Department of Education Regulations to communicate the presence of a sexual offender. When necessary, law enforcement may contact building principals and give them information concerning registered sex offenders. The decision regarding which school principals to notify rests solely with law enforcement officials who use a rating system to determine those needing to be notified according to the offender's dangerousness to the community.

Building principals should, in turn, notify any person who in the course of their employment is regularly in a position to observe unauthorized persons on or near the school's property. Those notified could include employees such as aides, bus drivers, coaches, maintenance staff, professional support staff, school level administrative staff, security personnel, teachers' assistants, and teachers.

It is important that school personnel receiving notice understand that they are receiving sex offender notifications in their official capacity and are **not** to disseminate information about an offender to anyone outside the school. If school personnel are asked about notification information by an organization using school facilities, they should be referred to the area law enforcement agency that issued the notice.

Persons **not** to be notified except at the specific discretion of area law enforcement officials include members of parent-teacher organizations, other schools, organizations using school facilities, students, parents or guardians of students, and the press.

Personnel may inform the press about procedures which have been put in place and other general topics, but may not reveal the name or any other specifics regarding an offender.

A parent or guardian who is a Level 1 or Level 2 sex offender shall be allowed to enter the school campus to attend parent-teacher conferences or any other activity which is appropriate for a parent or guardian, or community member.

Level 3 and Level 4 sex offenders may only enter the school campus in the following instances.

- A. The offender is a student attending school in the district;
- B. To attend a graduation or baccalaureate ceremony, or a school sponsored event for which an admission fee is charged or tickets are sold or distributed;
- C. It is a non-student contact day according to the school calendar or no school-sponsored event is taking place on campus;
- D. The offender is a parent or guardian of a student enrolled in the district and goes directly to the school office to have school personnel deliver medicine, food, or personal items for the student;
- E. The offender is a parent or guardian of a student and enters the school campus where the student is enrolled to attend a scheduled parent-teacher conference **and** the offender is escorted to and from the conference by a designated school official or employee.

A Level 3 and Level 4 sex offender who is the parent or guardian of a child enrolled in the district and who wishes to enter the school campus in which the student is enrolled for any other purpose than those listed above, must give reasonable notice to the school principal or his/her designee. The principal or designee may allow the sex offender to enter upon the campus provided there is a designated school official or employee to escort and supervise the sex offender while they remain on campus. The sex offender shall not enter upon the school campus until such time as a designated school official or employee is available.

Copies of the notification from law enforcement should be kept in a secure place accessible to teachers and staff, but should not be posted on school bulletin boards or made available to students or members of the community at large

Legal References:A.C.A. § 12-12-913 (g)(3)

Arkansas Department of Education Guidelines for "Megan's Law"

A.C.A. § 5-14-131

Date Adopted: June 24, 2008

## **TOBACCO USE AND POSSESSION POLICY**

The purpose of this policy is to reflect and emphasize the hazards of tobacco use, be in compliance with state and federal laws, protect the health and safety of all students, employees and the general public, and set an example of non-tobacco use by adults. To attain the purposes and objectives, the Hot Springs School District No. 6 establishes a tobacco free policy as set forth herein.

The Hot Springs School District No. 6 and all of its properties shall be, as set out herein, tobacco free 24 hours a day, 365 days per year. Included are all functions taking place on school grounds, either sponsored by a school or the District, as well as all functions or activities not associated with, or sponsored by, a school or the District.

Possession or use of tobacco products of any kind by students on District property, whether owned, rented, or used for district purposes, in district vehicles, including busses, and at school sponsored functions, whether on or off of district property, is prohibited at all times.

The use of tobacco products of any kind by employees of the District, or volunteers, on district property, whether owned, rented or used for district purposes, in district vehicles, including busses, and while involved in school sponsored functions, whether on or off of district property, is prohibited at all times. With the exception of recognized tobacco cessation products, this policy's prohibition includes any tobacco or nicotine delivery system or product. Specifically, the prohibition includes any product that is manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pips, or under any other name or descriptor. Violation of this policy by employees shall be grounds for disciplinary action up to, and including, dismissal.

The use of tobacco products by all visitors to the school district property, including non-school hours and at all functions sponsored by the school or others, athletic or otherwise and on or off school property, is prohibited.

The policy will be included in employee and parent/student handbooks, and notice thereof posted at entrances of school buildings, playgrounds and athletic fields, as well as in visible places inside and outside the schools of the District. Local media will be asked to communicate this tobacco-free policy community-wide.

Enforcement and consequences of violation of this tobacco free policy are as follows:

- A. Students: Consequences for the first offense may range from a conference and confiscation of the product to suspension, as provided for in student discipline policies, at the discretion of the Principal or designee. Depending on the circumstances, parents may be notified, police may be notified, meeting and assessment with substance abuse educator or designated staff, participation in tobacco education program, and the offering of student resources for available cessation programs may be included in the consequences. Second and subsequent offenses will result in more severe consequences than the first offense, and the severity will depend upon the circumstances and determined by the Principal or designee. If available, Tobacco Education Programs may be mandated as a part of the consequences.
- B. Employees and Volunteers: The use of tobacco products of any kind on district property, at any time, is prohibited. The use of tobacco products of any kind while involved in school sponsored activities or functions, regardless of the location, is prohibited.
- C. Consequences for violation of this policy shall be a written warning by the employee's supervisor or appropriate administrator and referral to a cessation program for the first offense; a formal reprimand by the employee's supervisor or appropriate supervisor, to be placed in the employee's personnel file, and referral to a cessation program for the second offense; and possible suspension without pay or non-renewal or dismissal and referral to a cessation program for the third or subsequent offenses, depending upon the circumstances.
- D. Visitors: Use of tobacco products of any kind by visitors, on school district property, whether owned or rented, at any time, is prohibited. Visitors violating this policy, as well as applicable federal and state law, will be informed of the policy and the law prohibiting tobacco use on school property. Continued violation will result in appropriate authorities, including law enforcement personnel, being notified.

The Superintendent shall establish any procedures or guidelines necessary to implement this policy. Such procedures and guidelines shall be applied as uniformly as practicable, considering the circumstances of each individual case.

## **USE OF CELL PHONES**

Any driver of a motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and is operated for the transportation of students to or from school or school sponsored activity shall not operate a cell phone unless the vehicle is safely off the road with the

parting brake engaged.

The use of cell phones by any employee or substitute during instructional time or any time while students are under their care and supervision is prohibited.

The prohibition of this policy shall not apply in emergency situations.

### **3.31—DRUG FREE WORKPLACE - 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. (Insert substance abuse resources here.)<sup>1</sup>

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

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

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

the employee's person.

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

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

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at district expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 3.4 PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.<sup>2</sup>

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

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

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

Any employee convicted of any criminal drug statute violation for an offense that

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

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

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

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

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

- A. A final disciplinary action taken against an employee resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances; or



- B. The voluntary resignation of an employee who is facing a pending disciplinary action resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances.

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

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

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

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

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

Date Adopted: 3-17-15  
Last Revised:

## **MOVIES IN CLASSROOMS**

It is the objective of the Board that all materials used in the classroom are age appropriate and used solely for educational purposes. The Board further recognizes that there may be circumstances when materials not strictly of an educational nature may be appropriate, and the conditions of this policy shall control with regard to the use of such

non-educational materials.

**DEFINITIONS:** For purposes of this policy, the following definitions shall apply, unless specifically stated otherwise.

1. **MOVIE:** Any motion picture as the term is understood in common usage, any format, including, but not limited to, videos, DVDs, etc.
2. **CLASSROOM:** Any location where a student or group of students is located for educational purposes or supervised activity, regardless of whether on or off of school owned or leased property.

The showing or use of any movie in any classroom, by a teacher or employee of the district, or any other person, is prohibited, except as set forth below, and except those provided by the district and/or school.

In addition to movies provided for above, the principal, or designee, shall have the discretion to authorize the showing of movies for educational purposes only, provided said authorization is obtained in advance. Further, movies other than those for educational purposes, may be shown with the express authorization, obtained in advance, from the Superintendent or designee, and only in exceptional and rare circumstances, the appropriateness to be determined by the Superintendent or designee.

No movie shall be shown in violation of copyright laws or any other applicable law or regulation. The principal should be consulted if any question or concerns arise with regard to such laws or regulations.

The Superintendent will implement any regulations or procedures deemed necessary to carry out the objective and intent of this policy.

Adopted: 6-28-05 Effective: 7-1-05

## **REQUIREMENTS FOR PARAPROFESSIONALS**

No Child Left Behind (NCLB) requires that Title I paraprofessionals who have any student instructional contact be "highly qualified." This requires that, at a minimum, they shall have:

- A. completed at least 2 years of study at an institution of higher education;
- B. obtained an associate's (or higher) degree;
- C. taken and passed the Parapro Assessment Test certifying they are highly qualified;
- D. or satisfied any other state or federal requirement for paraprofessionals to be "highly qualified."

New employees hired as paraprofessionals are required to have met the qualifications

criteria as an initial condition for employment. Title I paraprofessionals who have any student instructional contact already employed by the district as of January 8, 2002 must be able to meet the qualifications criteria by January 1, 2006.

The superintendent shall determine if, in his or her opinion, a paraprofessional employed by the district prior to January 8, 2002 may be reasonably expected to satisfy the requirements imposed by NCLB or state requirements by January 1, 2006. No later than 30 days prior to each paraprofessional's contract commencement date the superintendent shall notify paraprofessional employees deemed unlikely to satisfy NCLB and/or state requirements that they are being recommended for non-renewal. In the event that, subsequent to contract renewal, the superintendent determines the paraprofessional employee does not meet the definition of "highly qualified," it shall be grounds for termination of the paraprofessional's contract of employment.

An exception to the highly qualified requirements of NCLB is allowed for paraprofessionals who are proficient in English and a language other than English and who provide services primarily to enhance the participation of children in programs served under Title I by acting as a translator; or whose duties consist solely of conducting parental involvement activities consistent with the requirements of NCLB.

Legal Reference: 20 USC 6319 (c)(d)(e)

Date Adopted: 5-17-05

Effective: 7-1-05

## **FIELD TRIP AND OFF CAMPUS ACTIVITIES LEAVE POLICY**

The purpose of this policy is to clarify employees' leave when attending an off campus activity or accompanying students on a field trip.

An employee specifically requested by employee's principal or designee to accompany students, for any purpose, on a field trip, or attend an off campus activity, shall be granted professional leave during the absence from regular duties.

Any other employee attending such activities, or accompanying students on a field trip, will be required to apply for and take any applicable and appropriate available leave under the policies of the district.

This policy shall not apply to off campus activities or trips that are a regular and normal function of an employee's duties and responsibilities as part of the employee's contract with the district.

Adopted: 6-28-05 Effective: 7-1-05

## **PERSONNEL SOCIAL NETWORKING AND ETHICS**

Technology used appropriately gives faculty new opportunities to engage students. District staff is 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 (those who have been issued a teaching license) 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:**

- A. 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. Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

- B. Professional/education social networks are education oriented websites designed to allow and encourage teachers and students to communicate and collaborate around school subjects and projects. District employees may set up blogs and other professional/education social networking accounts using District resources and following District guidelines 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.
- C. Blogs are a type of networking and can be either social or professional in their orientation. Professional blogs are encouraged and can provide a place for teachers to post homework, keep parents up-to-date, and interact with students concerning school related activities. Social blogs are discouraged to the extent they involve teachers and students in a non-education oriented format.

Staff is 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 is 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.

All employees, faculty, and staff of Hot Springs School District, who participate in social networking web sites (including, but not limited to such sites as MySpace, FaceBook, Twitter, Blogs, etc.) shall not post any data, documents, photographs, or inappropriate information on any site that might result in a disruption of classroom activity, the operation of the education or instructional process, has a detrimental impact on the district or working relationships within the district, or interferes with the normal operation of the district. This prohibition applies regardless of whether the activity occurs during or outside of regular school time, on or off of school property, or by use of district or personal equipment.

Employees, faculty, and staff shall not give social networking web site passwords to students. Fraternalization, for other than educational or work related purposes, via the Internet between employees, faculty, or staff and students is prohibited. A violation of this policy may result in disciplinary action, up to and including nonrenewal or termination.

All employees must sign the district's Internet use agreement (AUP) are bound by the terms and conditions of said agreement.

Nothing in this policy prohibits employees, faculty, staff, or students from using educational web sites solely for educational purposes, and as authorized by the superintendent or designee

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

Date Adopted: April 19, 2011

Last Revised:

## **PERSONNEL DRUG TESTING**

### **Scope of Policy**

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

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

### **Methods of Testing**

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

### **Definition**

Safety sensitive function includes:

- A. All time spent inspecting, servicing, and/or preparing the vehicle;
- B. All time spent driving the vehicle;
- C. All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
- D. All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

### **Requirements**

Employees shall be drug and alcohol free from the time the employee is required to be ready to work until the employee is relieved from the responsibility for performing work and/or any time they are performing a safety-sensitive function. In addition to the testing required as an initial condition of employment, employees shall submit to subsequent drug tests as required by law and/or regulation. Subsequent testing includes, and/or is triggered by, but is not limited to:

- A. Random tests;
- B. Testing in conjunction with an accident;
- C. Receiving a citation for a moving traffic violation; and
- D. Reasonable suspicion.

### **Prohibitions**

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

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:

- A. bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or
- B. one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.



## **Refusal to Submit**

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

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

## **Consequences for Violations**

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

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

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

Legal References: A.C.A. § 6-19-108

A.C.A. § 27-23-201 et seq.

49 C.F.R. § 382-101 – 605

49 C.F.R. § part 40

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

Date Adopted: April 19, 2011

Last Revised:

## **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. A copy of such record will also be provided to the staff member.

Date Adopted: April 19, 2011

Last Revised:

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

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

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

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

If a student is to be retained at any grade level or denied course credit<sup>2</sup>, notice of, and

the reasons for retention shall be communicated promptly in a personal conference.

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

Legal References: State Board of Education Standards of Accreditation 12.04.1, 12.04.2, and 12.04.3  
A.C.A. § 6-15-1702(b)(3)(B)(ii)

Date Adopted:

Last Revised: 3-17-15 Effective 7-1-15

## **LICENSED PERSONNEL EVALUATIONS**

### **Definitions**

- A. "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, and assistant superintendents.
- B. "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.
- C. "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.
- D. "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.
- E. "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.<sup>2</sup>

F. "Probationary teacher" has the same definition as A.C.A. § 6-17-1502.<sup>3</sup>

G. "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.

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. The teacher's job performance will be measured based on how well the teacher's PGP's goals have been met.

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<sup>5</sup> 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. His/her job performance will be measured on how well the PGP's goals are have been met.

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 .<sup>4</sup>

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.

Arkansas Department of Education Rules Governing the Teacher

Excellence and Support System  
Arkansas Department of Education Rules Governing the Leader  
Excellence and  
Development System (LEADS)

Date Adopted: April, 2014

### **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, 2014

### **3.52—LICENSED and CLASSIFIED PERSONNEL HEALTH CARE COVERAGE REPORT**

#### **Definitions**

- A. "ACA" is the Affordable Care Act
- B. "Licensed Full-time employee" means a licensed employee who is normally expected to work at least nine hundred (900) hours a year.
- C. "Classified Full-time employee" means a classified employee who works twenty (20) or more hours per week.
- D. "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.
- E. "Tax Identification Number (TIN)" means an individual's social security account number.<sup>1</sup>

#### **TIN Reporting**

All licensed employees are required to complete and return 3.52F-Health Care Coverage and TIN Report Form<sup>2</sup> by no later than October 1<sup>3</sup> 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 1<sup>3</sup> shall be grounds for disciplinary action against the employee up to and including termination or non-renewal of contract.

#### **Statement of Return<sup>4</sup>**



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.

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, 2014

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

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

- A. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
- B. Is operated for the transportation of students from home to school, from school to home, or to and from school events.<sup>1</sup>

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.<sup>2</sup> 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:

- A. An emergency system response operator or 911 public safety communications dispatcher;
- B. A hospital or emergency room;
- C. A physician's office or health clinic;

- D. An ambulance or fire department rescue service;
- E. A fire department, fire protection district, or volunteer fire department; or
- F. A police department.

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

Legal Reference: A.C.A. § 6-19--120

Date Adopted: April, 2014

### **3.53—LICENSED and CLASSIFIED 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, 2014

### **EMPLOYEE ETHICS POLICY**

An employee is any full time or part time employee of the district, under a written or verbal contract with the district.

No employee shall be allowed to contract, to provide services or goods, with the district unless authorized by the Board of Directors in advance. Any request by an employee to contract with the district shall be forwarded to the Superintendent by the person so requesting. The Superintendent shall have the authority, in his or her discretion, to recommend the contract be approved to the board.

The provisions of this policy shall not apply to the regular employment contract between the employee and the district.

It shall be the responsibility of the employee and the employee's immediate supervisor requesting the contract to notify the Superintendent of the employee's interest in the contract. In addition, all provisions of A.C.A. 6-24-101 et. Seq., (ETHICAL GUIDELINES AND PROHIBITIONS FOR EDUCATIONAL ADMINISTRATORS, EMPLOYEES, and BOARD MEMBERS) and the Rules of the Department of Education implementing said law, shall be fully complied with, and shall be incorporated by reference in any contract of employment with the district.

The Superintendent shall have the authority to establish guidelines and procedures to implement this policy if deemed necessary by the Superintendent.

Adopted: 2-18-14

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

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

Legal References: A.C.A. § 6-17-401

Date Adopted: 3-17-15 Effective 7-1-15

Last Revised:

### **27—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 and staff (where applicable) supervision of students throughout the school day and at extracurricular activities.

Date Adopted: 3-17-15 Effective 7-1-15

Last Revised:

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

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

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

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

#### Notes:

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

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

Date Adopted: 3-17-15 Effective 7-1-15  
Last Revised:

### **3.49—TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM**

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

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

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

- A. Place the student into another appropriate classroom;
- B. Place the student into in-school suspension;
- C. Place the student into the District's alternative learning environment in accordance with Policy 5.26—ALTERNATIVE LEARNING ENVIRONMENTS;
- D. Return the student to the class; or
- E. 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:

- A. The principal or the principal's designee;
- B. The teacher;
- C. The school counselor;
- D. The parents, guardians, or persons in loco parentis; and
- E. 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: <sup>1</sup> 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: 3-17-15 Effective 7-1-15

Last Revised

### **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<sup>1</sup>, 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 information<sup>2</sup> as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

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

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

unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.<sup>1</sup>

Notes:

The Child Nutrition Unit of the ADE website (<http://cnn.k12.ar.us>) has the referenced Commissioner's Memos as well as helpful information to develop your policy statement packet. Additionally, Commissioner's Memos FIN 09-041 has two attachments that will go a long way toward explaining the restrictions on the release of eligibility information and status.

<sup>1</sup> The penalty for improper disclosure of eligibility information is a fine of not more than \$1000 per student name if a violation is by either the district or a person in the district without authorization under federal confidentiality regulations and/or imprisonment of not more than one year.

<sup>2</sup> The district owns the data and has the right to choose whether or not to release it to **anyone**. Therefore, the district must make the decisions concerning its release. With the ownership comes the responsibility to ensure proper security of the data.

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: 3-17-15 Effective 7-1-15

Last Revised:

### **3.52—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT IN THE CHILD NUTRITION PROGRAM**

For purposes of this policy, "Family member" includes:

- A. An individual's spouse;
- B. Children of the individual or children of the individual's spouse;
- C. The spouse of a child of the individual or the spouse of a child of the individual's spouse;



- D. Parents of the individual or parents of the individual's spouse;
- E. Brothers and sisters of the individual or brothers and sisters of the individual's spouse;
- F. Anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual's spouse; or
- G. Anyone acting or serving as an agent of the individual or as an agent of the individual's spouse.

No District employee, administrator, official, or agent shall participate in the selection, award, or administration of a contract supported by the District Child Nutrition Program funds if a conflict of interest exists, whether the conflict is real or apparent. Conflicts of interest arise when one or more of the following has a financial or other interest in the entity selected for the contract:

- A. The employee, administrator, official, or agent;
- B. Any family member of the District employee, administrator, official, or agent;
- C. The employee, administrator, official, or agent's partner; or
- D. An organization that currently employs or is about to employ one of the above.

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

- A. Entertainment;
- B. Hotel rooms;
- C. Transportation;
- D. Gifts;
- E. Meals; or
- F. Items of nominal value (e.g. calendar or coffee mug).<sup>1</sup>

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

All child nutrition personnel and any District employees involved in purchasing for the Child Nutrition Program shall receive training on the Code of Conduct. Training should include guidance about how to respond when a gratuity, favor, or item with monetary value is offered.<sup>2</sup>

Notes:

1

<sup>2</sup> The training provided should cover instances where there is doubt concerning the appropriateness of accepting gifts, favors, etc. the employee should be instructed to consider the following questions:

- A. How would the public perceive this action of receiving the gift, favor, etc.?
- B. Will acceptance of the gift, favor, etc. possibly influence a future purchasing decision?

The training should cover the Rules Governing Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties including the contract disclosure forms checklists from Commissioner's Memo FIN 09-036.

Legal References: A.C.A. § 6-24-101 et seq.

Arkansas Department of Education Rules Governing the Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties  
Commissioner's Memo FIN 09-036  
Commissioner's Memo FIN-10-048  
Commissioner's Memo FIN 15-074  
7 C.F.R. § 3016.36  
7 C.F.R. § 3019.42

Date Adopted: 3-17-15

Last Revised: