FLIPPIN SCHOOL DISTRICT

POLICY MANUAL

SECTION 3

LICENSED PERSONNEL

Last Updated: 6/22/2015

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3.1—LICENSED PERSONNEL SALARY SCHEDULE

Enter your District's salary schedule for this policy[1]. State law requires each District to include its teacher salary schedule, including stipends and other material benefits, in its written personnel policies unless the District recognizes a teachers' union in its policies for, among other things, the negotiation of salaries. The District is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year licensed policies and salary schedule.

For the purposes of the salary schedule, a teacher will have worked a "year" if he/she works at least 160 days. [2]

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

Teachers who have earned a master's degree in an area that is considered relevant to the employee's position as defined in this policy are responsible for reporting and supplying a transcript to the Superintendent Office[3]. The appropriate salary increase will be reflected in the next paycheck provided it is at least two weeks from the time the notice and documentation is delivered[4]. All salary changes will be on a "go forward" basis, and no back pay will be awarded.

"From this point forward, teachers who have earned sufficient additional graduate hours toward a degree or hours approved by an administrator for professional growth to warrant a salary change on the district's salary schedule are responsible for reporting and supplying a transcript to the Central Office. The appropriate salary increase will be reflected in the next paycheck provided it is at least two weeks from the time the notice and documentation is delivered.

Arkansas Professional Pathway to Educator Licensure (APPEL) Program

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

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

Licensed employee, seeking additional area or areas of licensure

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

Non-Traditional Licensure Program

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

Licensed employee, seeking additional area or areas of licensure

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

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

A.C.A. § 6-13-635~~)~~ requires the Board to adopt a resolution that it has reviewed and adopted all salary increases of 5% or more, but most of the Act's listing of reasons are statutorily required raises and are paid by the state and not district funds.

The Act's language requires the resolution even for an employee who moves from one position to another higher paying position such as going from teaching to administration. None-the -less, the resolution is required. Policy 1.9 directs the Board to review the salaries when adopting changes to this policy.

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

Therefore, the Flippin School District Board of Directors approves and resolves that the spread sheet including those explanations are a factual representation of the raises given for the ***insert date*** *school-year.*

[1] The pending ADE Rules governing salary schedules includes the following definition which you can use to ensure you have included the data they will be looking for when you are reviewed. "**Licensed Salary Schedule** is a set of matrices that are updated and published each school year that contains the minimum salary licensed employees earn based on number of years of experience, education degrees, computations for extended contracts, and salary supplements for additional duties or responsibilities. The salary schedule is required to reflect the actual pay practices of the district."

[2] Select the number of days your district chooses to use to qualify teachers to be eligible for a step increase. 160 days is merely a suggestion, but it aligns with the Teacher Retirement's requirement to earn credit toward retirement benefits.

[3] Insert the title of the appropriate person.

[4] This sentence is optional, but you do need to establish a date when a pay increase triggered by additional schooling will take effect. Include a period of advance notice that works for your district. In selecting the length of time, consider your employee's time to verify the transcript and execute the contract addendum.

Cross References: Policy 1.9—POLICY FORMULATION
7.23-Health Care Coverage and the Affordable Care Act

Legal References: A.C.A. § 6-17-201, 202, 2402, 2403
A.C.A. § 6-20-2305(f)(4)
A.C.A. § 21-5-405
ADE Rules Governing School District Requirements for Personnel Policies, Salary Schedules, Minimum Salaries, and Documents Posted to District Websites

Date Adopted: 5/26/2009
Date Revised: 07/17/2012; 01/24/2013; 2/18/2014

3.1b—LICENSED PERSONNEL SALARY REGULATIONS

Title VI, Title IX, and Section 504 Regulations

It is herby declared the intent of the Board of Education of the Flippin School District, Flippin, Arkansas to comply with the Title VI, Title IX, and Section 504 Regulations.

Salary Schedule and Regulations

1. Salary Schedule – The Flippin Public Schools system maintains a teacher salary schedule that may be changed from year to year at the discretion of the Board of Education. A copy of this is on file in the office of the superintendent and the office of each principal. A copy is included in the personnel policy handbooks.

2. Payment of Salary – Checks will be given to certified staff as follows:

   <u>190 day contract</u>: First check-August 30; subsequent checks on the 20th of each month, plus one check on June 30th.

   <u>210 day contract</u>: First check-August 20; subsequent checks on the 20th of each month, plus one check on June 30th.

   <u>240 day contract</u>: First check-July 20; subsequent checks on the 20th of each month.

   Should the pay date fall on a Saturday or Sunday, checks will be given on the preceding Friday.

3. Teaching Certificate and Salary Schedule – The type of teaching certification a teacher holds on September 1st of each school year shall determine the contract salary on the scale for which a teacher will qualify, *(Except a teacher, who meets the educational requirement for an additional increment range on the salary schedule, may present official transcript documentation to the superintendent. Upon verification, the full increment will go into effect immediately.)*

4. Experience Increments of Teachers – Either the base salary schedule or the allowable experience increments may be changed annually by the board of education to make salary adjustments as a result of changing revenue and State of Arkansas school law. Increments are reflected in the salary schedule.

5. Salary of Administration and Special Teachers – Salaries of Superintendent, Principals, Supervisors, Athletic Directors, Coaches, Band Directors, Guidance Counselors, Vocational Teachers, and other special teachers in the Flippin Public Schools shall be subject to individual contracts designed by the School Board.

3.1b—LICENSED PERSONNEL SALARY REGULATIONS

6. Step Increase – If an employee has fulfilled more than 50% of a contract's time, the said employee will receive credit for one (1) year of service and be eligible to move to the next pay step level pay step level on the salary schedule. If less than 50% of a contract time is completed, the employee will remain at the current pay step.

Date Adopted: 06/16/2003
Last Revised: 2/26/2007

3.1c---HOMEBOUND PAY / NBC

HOMEBOUND TEACHER PAY

Teachers of homebound students will be paid $15.00 an hour plus mileage from the school.

Date Adopted: 4/28/1997

MENTORING PAY

Staff Mentors work with Novice Teachers as an Arkansas Department of Education requirement for new teacher licensure. Two semesters of mentoring must be completed prior to being issued a Standard Teaching License. First semester mandatory mentoring hours include 18 standard session hours, 25 additional session hours, and 2 observations. Second semester mandatory mentoring hours include 18 standard session hours, 25 additional session hours and 1 observation. The Arkansas Induction Mentoirng Model (AIMM) mandatory hours must be completed and documented prior to the Staff Mentor receiving compensatory pay. Staff Mentors will receive $1,200 in two (2) payments- $600 in January and $600 in June.

Arkansas law prohibits payment for services prior to completion of said services.

Date Adopted: 10/26/2006
Last Revised: 5/21/2014; 7/28/2014

NATIONAL BOARD CERTIFICATION PAY

Teachers who obtain National Board Certification will receive a one-time payment of $2,000, and $1000 every other year for the life of the certificate.

Date Adopted: 4/26/2004

3.2—LICENSED PERSONNEL EVALUATIONS

Definitions
"Building level or district level leader" means an individual employed by the District whose job assignment is that of a building level or district level administrator or an equivalent role, including an administrator licensed by the State Board of Education, an unlicensed administrator, or an individual on an Administrator Licensure Completion Plan. Building level or district level leader does not include the superintendent, deputy superintendents, associate superintendents, and assistant superintendents.[1]

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

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

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

"Probationary" is a building level or district level leader who has transitioned within the District from one building level or district level administrator position to another or who is hired by the District and has completed his/her novice category period at another district. The probationary period is one-year.[2]

"Probationary teacher" has the same definition as A.C.A. § 6-17-1502.[3]

"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 and 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 four (4) years. To establish the initial four-year rotation schedule for non-probationary teachers to be summatively evaluated, at least one-quarter of each school's non-probationary teachers will be selected for evaluation by____.[4]

3.2—LICENSED PERSONNEL EVALUATIONS

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.

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

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

While teachers are only required to be summatively evaluated once every four-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[5] 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 three (3) 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.

3.2—LICENSED PERSONNEL EVALUATIONS

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

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

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

To establish the initial four-year rotation schedule for inquiry category building level or district level leaders to be summatively evaluated, at least one-quarter of each school's inquiry category building level or district level leaders will be selected for evaluation by____. [4]

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

Notes: The language in this policy is intentionally very broad. We strongly advise that you don't try to insert a lot of process/procedure language in the policy and leave that to a separate "Procedures" document that lays out the specificity of how you are going to fully implement the TESS/LEADS requirements. For example, don't include such things as how many formative assessments you will require; how many informal evaluations will be conducted; or the dates for when the summative evaluations will take place. TESS/LEADS is a huge change in how evaluations will take place in Arkansas. There is simply no way to avoid the fact that several additional changes will need to take place before it becomes a fully implemented, well functioning system. While those changes will likely also require further changes to this policy, our goal in this rewrite has been to try to lessen the possible triggers for such policy amendments.

[1] Include positions below the superintendent in this sentence only if you have such positions. Districts have the option of including those positions in the LEADS evaluation requirements as if they were a building level or district level leader. If you have such positions and choose to evaluate them under the LEADS Rules, delete them from the sentence and add them to the list of those who are included in the definition of building level or district level leaders.

[2] The LEADS Rules create the new term of "novice category" and require summative evaluations of all "novice" building level and district level leaders. The Rules also create the optional new category of "probationary" building level or district level leader. Only include this paragraph if you choose to follow the evaluation requirements under LEADS for those personnel that would fit the definition.

[3] A.C.A. § 6-17-1502, as interpreted by case law, defines "probationary" as an employee below the level of assistant superintendent who is required by the Arkansas Department of Education to hold a teaching license to be able to perform his or her job who has completed less than three (3) consecutive years of licensed employment in a single Arkansas district. When an employee changes districts, it also allows for a case-by-case addition of one (1) more year of probation upon action of the board. For TESS' purposes, it's important your district keep track of your licensed employee's probationary status. **Note** that Arkansas' court decisions have determined that any continuous three (3) years of employment at an Arkansas school district satisfies the probationary period even if the licensed employee subsequently changes employment to another district. A school board can place any newly hired licensed employee on probation for the first year of employment by the district; this should be noted in the minutes (in the context of the hiring motion) and noted on the contract of employment. However, there are policy and procedure considerations that need to be addressed for a district to implement this option properly. ASBA recommends your district consult its attorney for advice before proceeding down this path. The bottom line for districts is that for TESS purposes it's important to keep track of each employee's probationary or non-probationary status.

[4] Enter the method by which you will determine who will be selected. Possible ways you could select would be from volunteers, RIF points (either highest to lowest or vice versa), alphabetically, or drawing names out of a hat. Since employees' continued employment will potentially ride on the evaluations, it is vital that your selection method be non-biased. Also, since all teachers and building level or district level leaders have to have a summative evaluation at least once every four (4) years, be sure to select at least a quarter of your candidate pool.

[5] Only include "probationary" if you have chosen to include the definition in the policy.

Legal Reference: A.C.A. § 6-17-1504
A.C.A. § 6-17-1501 et seq.
A.C.A. § 6-17-2801 et seq.
ADE Rules Governing the Teacher Excellence and Support System
ADE Rules Governing the Leader Excellence and Development System (LEADS)

Date Adopted: 9/13/2004
Last Revised: 6/27/2011; 2/18/2014; 5/16/2014; 4/17/2015; 6/2/2015

3.3—EVALUATION OF CERTIFIED PERSONNEL BY RELATIVES

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

Date Adopted: 9/13/2004

3.4—LICENSED PERSONNEL REDUCTION IN FORCE

SECTION ONE

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

In effecting a reduction in force, the primary goals of the school district shall be: what is in the best interests of the students; to maintain accreditation in compliance with the Standards of Accreditation for Arkansas Public Schools and/or the North Central Association; and the needs of the district. A reduction in force will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both.

Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the school district, and by examining the staffing of the district in each licensure area and/or, if applicable, specific grade levels.

(Option 2)
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 teacher(s) shall be retained whose names(s) appear first in the board's minutes of the date of hire. There is no right or implied right for any teacher to "bump" or displace any other teacher. Being employed fewer than 160 days in a school year shall not constitute a year. It is each teacher's individual responsibility to ensure his/her point totals are current in District files.

All licensed position years in the district count including non-continuous years. Service in any position not requiring teacher licensure does not count toward years of service. Being employed fewer than 160 days in a school year shall not constitute a year.

3.4—LICENSED PERSONNEL REDUCTION IN FORCE (cont.)

Points

- Years of service in the district—1.5 points per year
  All certified position years in the district count including non-continuous years.
  Service in any position not requiring teacher licensure does not count toward years of service. Working fewer than 120 days in a school year shall not constitute a year.
- Graduate degree in the area of licensure applicable to credit of points (only the highest level of points apply)
  1 point—Master's degree
  2 points—Master's degree plus thirty additional hours
  3 points—Educational specialist degree
  4 points—Doctoral degree

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

When the District is conducting a RIF, all potentially affected teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points to the superintendent whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect a teacher's point total after the list is released.

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

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all teachers will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments change.[3] A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

Recall: Option 1[1]

There shall be no right of recall for any teacher.

SECTION TWO

Option B
The employees of any school district which annexes to, or consolidates with, the Flippin 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 Flippin 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 Flippin School District.

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

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.

3.4—LICENSED PERSONNEL REDUCTION IN FORCE (cont.)

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 Flippin School District employees who are employed prior to the annexation or consolidation shall not be displaced by employees of the annexed or consolidated district by application of the reduction-in-force policy.

Legal Reference: A.C.A. § 6-17-1506 (c) (1)
A.C.A. § 6-17-2407

Date Adopted: 09/13/2004
Last Revised: 5/22/2006; 10/23/2009; 07/11/2011; 02/01/2012; 07/17/2012; 1/24/2013; 2/18/2014

3.5—LICENSED PERSONNEL CONTRACT — RETURN

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

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

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

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

The paragraph is optional and works well for districts that get there contracts out well before school is out. However, for districts that issue contracts late, the paragraph serves as an additional opportunity (see 6-17-1506) for employees to get out f their contracts by simply declining to return them signed and thus activate the provisions of the second paragraph of the policy.

Date Adopted: 9/13/2004
Last Revised: 05/13/2011; 6/27/2011;

3.6—LICENSED PERSONNEL EMPLOYEE TRAINING

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

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

Is researched-based and standards-based

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

The District shall develop and implement 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 shall receive a minimum of thirty-six (36) hours of PD annually to be fulfilled between July 1 and June 30;[1] the District may require a licensed employee to receive more PD than the minimum when necessary to complete the licensed employee's PDP.[2] All licensed employees are required to obtain thirty six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.

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

3.6—LICENSED PERSONNEL EMPLOYEE TRAINING (cont.)

The goal of all PD activities shall be improved teaching and learning knowledge and skills that results 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 qualify for flex PD hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the licensed employee's required hours shall equal one contract day. Hours of PD earned by an employee that is not at the request of the District and is in excess of employee's required hours, or not pre-approved by the building principal shall not be credited toward fulfilling the required number of contract days for that employee.[3] Hours earned that count toward the licensed employee's required hours also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for PD hours earned at the request of the District that necessitate the employee work more than the number of days required by their contract.[4]

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

To receive credit for his/her PD activity each employee is responsible for obtaining and submitting documents of attendance, or completion for each PD activity he/she attends.

Documentation is to be submitted to the building principal or designee. The District shall maintain all documents submitted by its employees that reflect completions of PD programs, whether such programs were provided by the district or an outside organization.

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

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

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

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

All licensed personnel shall receive at least two (2) hours of training related to child maltreatment within twelve (12) months of their initial licensure and/or the renewal of their license. The training curriculum shall meet the criteria established by ADE Rule which shall be based on the curriculum be approved by the Arkansas Child Abuse/Rape/Domestic Violence Commission. Up to once every five (5) years, an educator may substitute no more than three (3) hours of the required training related to child maltreatment for the parental involvement training requirement. For the purposes of this training, “licensed personnel” 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.

3.6—LICENSED PERSONNEL EMPLOYEE TRAINING (cont.)

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

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

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

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

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

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

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

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

By the end of the 2014-15 school-year, teachers shall have received professional awareness on the characteristics of dyslexia and the.[7]

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

Licensed personnel may earn up to twelve (12) hours of PD for time they are required to spend in their instructional classroom, office or media center prior to the first day of student/teacher interaction **provided** the time is spent in accordance with state law and current ADE rules that deal with PD. The hours may be earned through online PD approved by the ADE provided the PD relates to the district's ACSIP 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 five (5) PD hours for each one-hour undergraduate or graduate level college course that meets the criteria identified in law and applicable ADE rules. A maximum of fifteen (15) such hours may be applied toward the thirty six (36) hours of PD required annually for license renewal.[8]

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

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

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

Approved PD activities may include:

- Conferences/workshops/institutes;
- Mentoring/peer coaching;
- Study groups/learning teams;
- National Board for Professional Teaching Standards Certification;
- Distance and online learning (including ArkansasIDEAS;

- Internships;
- State,/district /school programs;
- Approved college/university course work;
- Action research; and
- Individually guided (to be noted in the employee's PDP).

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

PD activities shall relate to the following areas:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04
ADE Rules Governing Professional Development
ADE Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements
ADE Rules Governing Student Special Needs Funding
ADE Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings
A.C.A. § 6-10-121
A.C.A. § 6-10-122
A.C.A. § 6-10-123
A.C.A. § 6-15-404(f)(2)
A.C.A. § 6-15-420
A.C.A. § 6-15-426(f)(g)(h)
A.C.A. § 6-15-438
A.C.A. § 6-15-1004(c)
A.C.A. § 6-15-1302
A.C.A. § 6-15-1303
A.C.A. § 6-15-1703
A.C.A. § 6-16-1203

3.6—LICENSED PERSONNEL EMPLOYEE TRAINING (cont.)

A.C.A. § 6-17-703
A.C.A. § 6-17-704
A.C.A. § 6-17-708
A.C.A. § 6-17-709
A.C.A. § 6-17-2806
A.C.A. § 6-17-2808
A.C.A. § 6-18-502(f)
A.C.A. § 6-18-514(f)
A.C.A. § 6-20-2204
A.C.A. § 6-20-2303(15)
A.C.A. § 6-41-608
A.C.A. § 6-61-133

Date Adopted:
Last Revised: 06/27/2011; 03/01/2012; 5/16/2014; 1/23/2015;4/17/2015

3.6a---PROFESSIONAL DEVELOPMENT PLAN & ACSIP

The Board of Education of the Flippin School District is committed to providing the best possible educational opportunities for all students. The Board will, therefore, commit the necessary time and resources to a comprehensive professional development program that will be driven primarily by student performance data and will result in improved educational achievement for all students.

The Board recognizes that the key to a quality professional development program is the establishment of an environment that facilitates and nurtures customer service, continuous learning, data driven decisions, and continuous improvement at every level of the district. By definition, a learning community member assumes responsibility for his or her own growth. The district, however, has the responsibility to encourage, facilitate, and provide a full range of learning opportunities including job-embedded learning, study groups and seminars, workshops, informational or awareness sessions, in-depth study, access to resources and distance learning, in-classroom coaching and follow-up, tuition reimbursement for university courses, conference attendance, participation on various committees, and so forth. Clerical work in the classroom shall not count as approved professional development.

Requirements for Professional Development:

- Approved professional development activities shall relate to the following areas: content (P-12); instructional strategies; assessment; advocacy/leadership; systemic change process;

- standards, frameworks, and curriculum alignment; supervision; mentoring/coaching; educational technology; principles of learning/developmental stages; cognitive research; and building a collaborative learning community. At least six (6) of the 60 hours of required professional development shall be in the area of educational technology.

- Pursuant to Act 603 of 2003, each teacher shall be required to have no less than two (2) hours of professional development designed to enhance understanding of effective parental involvement strategies. These two (2) hours may be included in the 60 hour requirement for professional development.

- Pursuant to Act 603 of 2003, each administrator shall be required to have no less than three (3) hours of professional development designed to enhance understanding of effective parent involvement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parental participation. These three (3) hours may be included in the required 60 hours of professional development.

- For each administrator, the 60-hour professional development requirement shall include training in data disaggregation, instructional leadership and fiscal management as developed or approved by the Arkansas Department of Education.

Characteristics of Effective Professional Development

An effective professional development program which results in improved student learning includes, but is not limited to, the following characteristics:

- adequate financial resources, space, and time to facilitate effectiveness;
- collaboration with potential participants;
- analysis of student performance data which identifies needs in each site's Arkansas Comprehensive School Improvement Plan, and/or certified employee's Individual Improvement Plan;
- priorities identified in strategic planning documents and needs identified by emerging education issues;
- performance evaluations of staff both to enhance strong performance and to address weaknesses;
- research-based best practice, subject-specific and site-specific as often as possible, and aligned with the
- Professional Development Standards established by the National Staff Development Council;

3.6a---PROFESSIONAL DEVELOPMENT PLAN & ACSIP (cont.)

- incorporation of the requirements of the State Board of Education relative to professional development activities for certified staff;
- annual evaluation for its impact on student learning.

Required Professional Development Hours

As per State Board of Education regulations, all certified employees of Flippin School District shall complete 60 required, approved professional development hours each year, six (6) of which must be educational technology. Also, within the 60 hours of required professional development, teachers will complete two (2) hours of parent involvement training and administrators will complete three (3) hours of parent involvement training. Employees who miss any part of scheduled professional development activities for any reason (such as sickness) must make up that time in other approved professional development activities so that the 60 required hours are earned by each certified employee of the district during the school's professional development calendar year.

A three-hour graduate-level, college credit course counts as fifteen (15) hours of professional development, if the college credit is related to and enhances the teacher's knowledge of the subject area in which the teacher is currently teaching or is part of the requirements for the teacher to obtain additional certification in a subject matter that has been designated by the Department of Education as having critical shortage of teachers. No more than half of the required 60 hours of professional development time may be met through college credit hours.

Participants in District-sponsored professional development workshops will have their hours recorded if they sign in at each session and remain in the session for the designated time. Staff members who do not attend the full sessions designated on the District calendar for professional development must make up the time in order to earn the required 60 hours mandated by the Arkansas Department of Education. Principals of individual schools are charged with the development of procedures to account for full attendance at all sessions. Any excess professional development hours earned in a given year cannot be carried over to the next school year.

The superintendent is empowered to apply to the Arkansas Department of Education for a maximum of five waiver days in a given school year to add an additional 30 hours of professional development. A minimum of 60 hours devoted to professional development activities will be included in the Flippin School District's annual calendar. The school's professional development calendar year will be June 1 through May 31.

3.6a---PROFESSIONAL DEVELOPMENT PLAN & ACSIP (cont.)

A district and/or building administrator has the authority to require mandatory attendance at specific professional development activities, and may qualify for a stipend.

Federal Funds cannot be used to supplant the 60 required professional development hours by the State. Federal funds are to supplement this process

Approval of Professional Development

Approval of professional development hours shall be based on the requirements within the ACTAAP State Rules, Board priorities, student achievement data, and local ACSIP plans. Improvement of student achievement shall be the prerequisite goal of all approved professional development. School administrators will be responsible for approving professional development hours. The participant is responsible for obtaining and submitting the necessary documentation of professional development hours to the building principal for documentation and recording purposes.

Professional Growth Plan (PGP)
Each certified staff member must complete annually in collaboration with his or her supervisor an Individual Improvement Plan (IIP) for professional development that is an outgrowth of the employee's performance evaluation. Such forms will be provided by the School District.

Use of the School Day for Professional Development

To the extent possible, professional development activities should be conducted outside the school day in order to preserve the integrity of the instructional program.

Stipends

Definitions: Flex days – A day that a teacher spends in six (6) hours of training that may be exchanged for a designated in-service training day.

Teachers will be given two(2) flex days for attending professional development during off-contract time; one (1) day for every six (6)hours spent in approved training. Such training will need prior approval by the building administrator. Flex days may only be used on designated days during in-service training at the beginning of the school year.

Any required training during off-contract time must have building administrator approval prior to workshop attendance. Determination of flex day or Daily Rate of Pay stipend will be made at that time.

3.6a---PROFESSIONAL DEVELOPMENT PLAN & ACSIP (cont.)

Tuition Reimbursement

The state may make available tuition reimbursement programs for teachers to become certified or endorsed in areas where there are shortages and/or to meet other District priorities, e.g., English as a Second Language endorsement, Gifted/Talented endorsement, or Educational Technology.

National Board for Professional Teaching Standards Certification

Teachers are encouraged to participate in the certification process established by the National Board for Professional Teaching Standards. The school district will annually provide to principals copies of the Arkansas Department of Education Regulations Governing Incentives for National Board for Professional Teaching Standards for dissemination to teachers and will provide appropriate District-level support to those teachers seeking certification.

Pathwise/Induction Program for Beginning Teachers

The school district will administer an Induction Program for Beginning Teachers.

Arkansas Comprehensive School Improvement Plan (ACSIP)

Each school must include in ACSIP reporting a professional development plan designed to build the capacity of the staff to achieve the plan's goals and objectives.

Monitoring and Evaluation

Regular monitoring activities of the professional development requirements shall occur when the Standards Assurance unit directly monitors the school and when the School Improvement Planning unit directly assists the school in ACSIP.

The criterion for evaluating the impact of professional development shall be the improvement by student achievement on the state criterion-referenced assessments and other related indicators as defined by ACTAAP. These data shall be used to revise ACSIP and the professional development design associated with the local improvement plan.

Definitions:

Advocacy/Leadership means building the capacity for shared visions and system improvement in order to improve student learning.

Assessment means measuring and judging student performance and achievement relative to the learning standards.

3.6a---PROFESSIONAL DEVELOPMENT PLAN & ACSIP (cont.)

Building a Collaborative Learning Community means understanding community, sensitivity, diversity, and effective communication of high expectations.

Cognitive Research means research about learning and application to practice.

Content (P-12) means increasing knowledge in a discipline or domain.

Instructional Strategies means a technique or method for teaching students.

Educational Technology means the use of any technology to enhance instruction, learning and management.

Mentoring/Coaching means increasing capacity for coaching and mentoring others to assist in growth of instructional skills and effectiveness of colleagues.

National Board Certification is a demonstration of teaching practice as measured against high and rigorous standards. It is a symbol of commitment to excellence in teaching. Offered on a voluntary basis to teachers with at least three years of teaching experience, the system of National Board Certification complements, but does not replace, state licensing.

Principles of Learning/Development Stages means understanding and applying knowledge about how humans learn from birth through adulthood in order to maximize achievement.

Professional Development means a coordinated set of planned learning activities for teachers and administrators which are standards-based and continuous. Professional development will result in individual, school-wide, and system-wide improvement designed to insure that all students demonstrate proficiency on the state academic standards. Approved professional development will be linked to the school's improvement plan, demonstrate research-based best practice, and be subject-specific and site-specific as often as possible.

Professional Development Flex Day or Flex Hours means prior approved flex day or flex hours earned in lieu of, or substituted for, activities scheduled on the school district's professional development calendar.

Standards, Frameworks, and Curriculum Alignment means defining what students should know and be able to do at acceptable performance levels and organizing curriculum and instruction to bring about desired learning results.

3.6a---PROFESSIONAL DEVELOPMENT PLAN & ACSIP (cont.)

Supervision means gaining knowledge and skills in instructional management in order to improve the quality of staff members and staff performance.

Systemic Change Process means understanding changes across an entire system such as culture, governance, community, roles, rules, responsibility, etc., to improve the education results and increase student achievement.

Legal Reference: A.C.A. 6-15-704,
A.C.A. 6-17-701 to A.C.A. 6-17-703

Cross-Reference: Arkansas Department of Education Regulations Governing Professional Development; National Staff Development Council's Standards for Professional Development revised "Advancing Student Learning Through Professional Development"; ADE Regulations Governing Financial Incentive for National Board of Professional Teaching Standards.

Date Approved: 6/28/2004
Last Revised: 4/24/2006; 2/26/2007; 6/02/2008; 5/26/2009

3.7— LICENSED PERSONNEL BUS DRIVER DRUG TESTING

Scope of Policy

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

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

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.[3] 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.[4]

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").

Definitions

"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.

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

1. Is designed to carry more than ten (10) passengers;
2. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
3. Is operated for the transportation of students from home to school, from school to home, or to and from school events.[5]

Requirements

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

1. Random tests;
2. Testing in conjunction with an accident;
3. Receiving a citation for a moving traffic violation; and
4. Reasonable suspicion.

Prohibitions

A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
B. No driver shall use alcohol while performing safety-sensitive functions;
C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;

D. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;

E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;

F. No driver shall report for duty or remain on duty requiring the performance of safety sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner who, with knowledge responsibilities, has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;

G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

Testing for Cause

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty-two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle. [6]

Refusal to Submit

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

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

- Adulterated or substituted a test result as reported by the Medical Review Officer.

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

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.[5]

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

Give a copy of this policy to your drivers.

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

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

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

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

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

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

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

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

Legal Reference: A.C.A. § 6-19-108;
A.C.A. § 6-19-119
A.C.A. § 27-51-1504
A.C.A. § 27—23-201 et seq;
49 C.F.R. § 382-101 – 605;
49 C.F.R. § part 40;
49 C.F.R. § 390.5
Arkansas Division of Academic Facilities and Transportation Rules Governing Maintenance and Operations of Arkansas Public School Buses and Physical Examinations of School Bus Drivers.

Date Adopted: 9/13/2004
Last revised: 6/02/2008; 2/18/2014

3.7— LICENSED PERSONNEL BUS DRIVER DRUG TESTING (cont.)

* Sign Combined Signature Form to be provided separately.
*Signature: The Employee, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.

Employee's Signature: _____

Date _____

3.8— LICENSED PERSONNEL SICK LEAVE

Definitions

1. "Employee" is a full-time employee of the District.

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

3. "Excessive Sick Leave" is absence from work , whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American's With Disabilities Act; or due to a compensable Workers' Compensation claim.

4. "Grossly Excessive Sick Leave" is absence from work, whether paid or unpaid, that exceeds 10% of the employee's contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American's With Disabilities Act; or due to a compensable Workers' Compensation claim.

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

6. "Accumulated Sick Leave" is the total of unused sick leave, up to a maximum of one hundred twenty (120) days accrued from previous contract, but not used. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment.[1]

7. "Immediate family" means an employee's spouse, child, parent, or any other relative provided the other relative lives in the same household as the teacher.

3.8— LICENSED PERSONNEL SICK LEAVE (cont.)

Sick Leave

1. Full-time personnel (those who work 20 or more hours per week) shall be allowed sick leave, at full pay, at the rate of one day per month that the employee is contracted, accumulative to 120 days. If employees leave or resign their position for any reason before the end of the school term, the district shall deduct from the last pay check full compensation for any days of sick leave used in excess of the number of days earned. Certified staff contracted for 190 days will receive ten (10) sick leave days per school year. (Effective July 1, 2006)

2. Employees may use sick leave for personal illness. They may also use sick leave for illness or death in the immediate family (wherever they live) which shall include the teacher's spouse, children, and parents, plus any other relative living in the same household. All other cases will be reviewed by the appropriate administrator. Payment of $10.00 per day shall be made to certified personnel for each day of sick leave not used during the current year. Prior year/years accumulated days are not included in this policy.

3. In the event that any other absence shall extend for a period of five (5) days or more the employee shall submit to the principal's office at the time of return to work, a statement from the employee's physician verifying the absence. If unverified, a deduction, the equivalent of a day's pay will be made for each day absent. This amount is computed by dividing contract salary by contract days.

4. After an employee has used his/her sick leave, a deduction, the equivalent of a day's pay will be made for each day absent. This amount is computed by dividing contract salary by contract days.

5. Personnel who leave the employment of one school district within the state for employment in another school district in the state, shall be granted credit by the new district for any unused sick leave accumulated in the former school district, not to exceed a maximum of 105 days for 2001-2002, 120 days for 2002-2003 and thereafter.

6. Personnel who are absent from school on official school business will receive full pay provided the absence is approved in advance by the principal and superintendent.

7. Any accumulated personal leave days above five (5) will automatically roll into sick leave. (Effective July 1, 2006) Cross Reference: 3.11

8. Any accumulated personal leave days will be transferred to an employee's sick leave days upon retirement or the employee's transfer to another district. (effective July 1, 2006) Cross Reference: 3.11

9. Retiring staff will be paid for unused sick days at current substitute rate for their position upon notification from the Arkansas Teacher Retirement System. (Effective 2001-2002 school year)

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

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

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

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

Should a teacher be absent frequently during a school year, and said absences are not subject to FMLA leave, and if such a pattern of absences continues, or is reasonably expected to continue, the Superintendent may relieve the teacher of his/her 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 employees absences are excessive or grossly excessive as defined by this policy, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the contract of employment. The superintendent shall have the authority when making his/her determination to consider the totality of circumstances surrounding the absences and their impact on district operations or student services.

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability[1] determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee, in writing[2], of the decision within ~~two~~ five (5) workdays. If the circumstances for the leave as defined in ~~this~~ policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accumulated sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accumulated sick leave, vacation or personal leave. See 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

Sick Leave and Outside Employment

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

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

[1] Act (HB 1597) of 2015 requires that leave transferred from prior public school employment be used first. In addition, the leave must be included in the total count of accumulated sick leave if the district pays out unused sick leave upon retirement.

[2] This paragraph is optional. Leave for adoption is protected by FMLA, but FMLA leave is unpaid unless otherwise provided for in policy. By including this paragraph, you would allow the employee to receive sick leave pay for the days missed during the adoption process. If you choose to include it, select the number of days of sick leave an employee may use annually for the adoption/bonding process (Fifteen (15) is not a required number of days).

[3] As used in this policy, "applicable" is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has accumulated sick leave ~~accrued~~. Other leave taken under FMLA is not eligible for sick leave and therefore the FMLA leave is unpaid except to the extent vacation and/or personal leave is available to the employee. For instance, "applicable leave" in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your district's policy on sick leave. For instance, if sick leave may be taken "for reason of personal illness or illness in the immediate family" (based on the statutory definition in A.C.A. § 6-17-1202), and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your District has a much more liberal definition of sick leave in District policy, the results could be entirely different. For example, if your district has included an extremely liberal position of "paid time off" in this policy with no reference to personal or family illness required, then bonding time could be compensated. Another example would be the potential for overlap between pregnancy complications that arise to the level of a "serious health condition." For instance, pregnancy complications that rose to the level of a "serious health condition" would qualify for both, while missing work for a dentist's appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE when making the determination of what sick leave qualifies under both policies. It may also be helpful to consult 29 CFR 825.113, 114, and 115, which are available by calling the ASBA office.

[4] If the notice is oral, it must be confirmed in writing no later than the following payday (unless the payday is less than one week after the notice, in which case the notice must be no later than the subsequent payday). The written notice may be in any form, including a notation on the employee's pay stub.

Cross References: 3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT
3.32 LICENSED PERSONNEL FAMILY MEDICAL LEAVE
3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

Legal References: A.C.A. § 6-17-1201 et seq.
29 USC §§ 2601 et seq.
29 CFR part 825.

Date Adopted: 6/25/2001
Last Revised: 8/282006; 5/26/2009; 6/27/2011; 03/01/2012; 1/24/2013; 2/18/2014; 4/17/2015

3.8a DONATION OF SICK LEAVE DAYS

Donation of sick leave days may be granted upon request by certified personnel and approved by the building principal and superintendent.

Donated sick leave is not a sick leave "pool", rather a voluntary gift from one employee with accumulated sick leave to another employee who has exhausted his or her accumulated sick leave days.

The process will involve a lateral transfer of a designated number of sick leave days between certified personnel as decided by the giver. The given days would not go into a pool to be accessed by any other employee. The intent of this policy is to allow employees to help their fellow employees in times of need.

Any employee has the right to request from the board additional sick days when all their days have been exhausted, if other employees are willing to donate days to them. No employee shall receive more than 120 days of donated sick leave during their time of employment with the Flippin School District.

Date Adopted: 98-99

3.8b---CLARIFICATION OF ABSENTEE POLICY

All employees will abide by the following guidelines concerning absenteeism.

The school day will consist of a schedule, for calculating purposes only, from 7:30 a.m. to 3:15 p.m.

Employees must fill out a "REQUEST FOR LEAVE" form when an advance notice of an absence is pending for all types of absences including sick, personal and professional leave. The employee will not need to sign out in the office for these approved absences. Those employees needing to leave the campus for a short time during the working hours but not requiring a substitute must notify the office or administrator and sign out in the office. This leave is not recorded as an absence. If an employee needs to leave at the end of the day before the buses leave, they must fill out a request for leave. If the employee can wait until after the buses leave, they must notify the respective administrator for approval and sign out in the office with no absence penalty, unless the absences become abused.

Employees who are absent must fill out an "EMPLOYEE ABSENCE REPORT" form which must then be signed by the employee, principal, and superintendent.

Partial day absences on the reports will be used to calculate absences in thirty (30) minute intervals, and the cumulative totals recorded in the data base used by the district treasurer.

Date Adopted: 9/13/2004

3.9— LICENSED PERSONNEL MILITARY LEAVE

Military leave will be granted to any teacher who is inducted into, or who enlists, for active military service in time of war or other national emergency in accordance with the provisions of the Act of Congress requiring universal military service for meeting such emergency. Military leave will be granted to any teacher who is a member of a Guard or Reserve Unit ordered to active duty by a proper authority in accordance with current law. Military leave will be granted to any teacher serving short term assignments for a reserve unit of the National Guard provided the teacher submits evidence that the short term assignment is mandatory and the teacher has no option to fulfill the assignment other than on contracted school time.

Upon return from service under military leave provisions, a teacher will be placed on the salary schedule at the level which he would have achieved had he not been on military leave.

Two weeks for military training may be granted per school year, for which an amount equal to the cost of the substitute teacher will be deducted from the teacher's salary.

Date Adopted: 9/13/2004

3.10— LICENSED PERSONNEL PLANNING TIME

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

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

Legal Reference: ACA § 6-17-114 (a)

Date Adopted: 9/13/2004
Last Revised: 9/06/2005; 06/25/2012

3.11— LICENSED PERSONNEL PERSONAL and PROFESSIONAL LEAVE

PERSONAL LEAVE

Two paid personal leave days per year per employee will be granted by the school board, to be used at the discretion of the employee with the date of leave to be approved by the principal or supervisor 48 hours or more prior to the date leave is requested.

These days cannot be used the first two weeks of school, or the last two weeks of school, or a day preceding or following a school vacation, except in the case of an emergency approved by the Superintendent.

Not more than five (5) personal leave days may be used in one year.

Any accumulated personal leave days above five (5) will be automatically rolled into sick leave. (effective July 1, 2006) Cross Reference: 3.8

Any accumulated personal leave days will be transferred to an employee's sick leave days upon retirement or the employee's transfer to another district. (effective July 1, 2006) Cross Reference: 3.8

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

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

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

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

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

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

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

Professional Leave

"Professional Leave" is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which can serve to improve the school District's instructional program or enhances the employee's ability to perform his duties. Professional leave will also be granted when a school District employee is subpoenaed for a matter arising out of the employee's employment with the school District.

Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor's decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the District's students will be taken into consideration in reviewing a request for professional leave.

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

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

Notes: While you are not required to provide employees with personal days, you are required to have a policy that requires employees who are absent from the District to take either personal days or leave without pay.

Please note that the provisions of Act 1028 of 2007 which gives state employees 8 hours of paid leave to attend their children's school educational activities does **NOT** apply to public school employees.

Legal Reference: A.C.A. § 6-17-211

Date Adopted: 09/13/2004
Last Revised: 08/28/2006; 06/02/008; 1/24/2013

The supervisor's decision is subject to review and overruling by the Superintendent. The principal and teacher shall be notified of the superintendent's approval or disapproval. The salary of the excused teacher's substitute shall be paid by the school district for the first day of absence. The teacher will be responsible for the substitute's pay on the second day. No other expenses will be reimbursed. There shall be a maximum of two (2) days annually granted for this leave.

School Initiated Professional Leave

The superintendent may assign certified personnel to attend professional meetings as would benefit the school program. The school district shall provide for the cost of a substitute teacher as needed, and reimburse the teacher for expenses. Proof of meals, lodging, and miles traveled shall be submitted on an expense voucher to the superintendent. Mileage will be reimbursed at the present COOP rate.

Flippin School District will pay up to a total of the current COOP daily rate for meals. Any amount above this will be the responsibility of the faculty/staff member.

Flippin School District will pay the employee's daily rate of pay plus expenses to any employee required to attend additional workshops during non-contracted summer months.

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

Date Adopted: 7/21/2001
Last Revised: 2/26/202007; 6/2/2008; 06/25/2012

3.11— LICENSED PERSONNEL PERSONAL and PROFESSIONAL LEAVE (cont.)

Extended Professional Leave

A leave of absence with the privilege of returning to the same or as nearly comparable assignment as possible may be granted upon approval by the Board of Education under the following conditions:

1. A leave of absence, without pay, may be granted for a period of one school year for professional study or for educational travel if it can be shown that such activity will contribute to the efficiency or effectiveness of the certified teacher and if a qualified replacement can be found to maintain current programs and classes at or above their present standing.

2. Leave of absence will not be granted for the purpose of accepting another teaching position outside the district.

3. A minimum of four years of service within the Flippin School District must be completed before a teacher is eligible for a leave of absence with the privilege of being re-contracted and assigned.

4. All requests for leave of absence will be applied for in writing by January 15 and granted or denied (with reasons given) in writing.

5. When leave of absence has been granted to the end of a scholastic year, the teacher must notify the superintendent by March 1 of his/her intention to resume his/her work at the beginning of the next scholastic year. Failure to notify the superintendent of intention to resume work as indicated, or failure to report for duty at the expiration for a leave of absence, or failure to ask for additional leave of absence in case or protracted absence shall be considered a resignation.

6. All benefits to which a teacher was entitled at the time his/her leave of absence commenced will be restored to him/her upon his return.

7. In order to maintain coverage, all benefit premiums which are paid through payroll deductions may be paid by the individual on leave of absence. It shall be the teacher's responsibility to check with the superintendent's office for the proper payment schedule and total amount.

Date Adopted: 9/13/2004

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

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

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

It is the intention of the board of directors that district staff not stigmatize students whose parents or guardians are sex offenders while taking necessary steps to safeguard the school community and comply with state law. Each school's administration should establish procedures so attention is not drawn to the accommodations necessary for registered sex offender parents or guardians.[1]

Cross Reference: 6.10—SEX OFFENDERS ON CAMPUS (MEGAN'S LAW) & 8.8

Notes: This policy is similar to Policy 8.8. If you change this policy, review 8.8 at the same time to ensure applicable consistency between the two.

[1] For example, if a sex offender parent will arrive for conferences at the same time as other parents, staff should escort additional parents to their student's classroom, not just the sex offender parent. All principals, designees, and school employees who will or may have contact with the sex offender parents shall be required to keep confidential both the sex offender status and sex offender accommodations made for a parent.

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

Date Adopted: 6/02/2008

3.13— LICENSED PERSONNEL PUBLIC OFFICE

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

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

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

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

Legal Reference: A.C.A. § 6-17-115

Date Adopted: 9/13/2004;

3.14— LICENSED PERSONNEL JURY DUTY

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

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

Employees shall receive their regular pay from the district while serving jury duty, and shall reimburse the district from the stipend they receive for jury duty, up to, but not to exceed, the cost of the substitute hired to replace the employee in his/her absence.[1]

Note: [1]This sentence is totally optional. Please note that public employees are exempt by law from jury duty recovery fees. Since school employees are not state employees, the law does not apply, but you may be asked about it by an employee.

3.14— LICENSED PERSONNEL JURY DUTY (cont.)

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

Legal Reference: A.C.A. § 16-31-106

Date Adopted:
Last Revised: 4/26/2010

3.15— LICENSED PERSONNEL LEAVE — INJURY FROM ASSAULT

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

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

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

Legal Reference: A.C.A. § 6-17-1209

Date Adopted: 9/13/2004

3.16— LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

Prekindergarten through grade twelve teachers shall be allotted the amount required by law to be used by the teacher in his/her classroom or for class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account. For the purposes of this policy, pre-kindergarten through sixth grade teachers shall be allotted the greater of:

1. Twenty dollars ($20) per student enrolled in the teacher's class for more than fifty percent (50%) of the school day at the end of the first three (3) months of the school year; or
2. Five hundred dollars ($500).

Teachers may utilize supplies and supplementary materials which have been purchases by the District and the District's cost to take advantage of the school's bulk buying power.

With prior approval by the building principal, through completion of a purchase order, teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts.

Reimbursement requests submitted during one pay period will be processed by the end of the following pay period.

Teachers may purchase supplies and supplementary materials from the District at the District's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by principal/superintendent a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Receipts totaling less than $____[2] will be held until total receipts are equal to or greater than $____[3]. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property except to the extent they are used up or consumed or the purchased supplies and/or materials are intended/designed for use away from the school campus.

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

Date Adopted: 9/13/2004
Last Revised: 9/06/2005; 06/25/2012; 1/26/2015

3.17—INSULT OR ABUSE OF CERTIFIED PERSONNEL

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

1. Cause a breach of the peace;

2. Materially and substantially interfere with the operation of the school; and/or

3. Arouse the person to whom the language is addressed to anger, to the extent likely to cause imminent retaliation.

Legal Reference: A.C.A. § 6-17-106

Date Adopted: 9/13/2004

3.18— LICENSED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

When a licensed employee is additionally employed by the District in either a classified capacity or by a contract to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary licensed position employment contract shall prevail over all other employment duties unless the needs of the district dictate otherwise.[1] 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 Reference: A.C.A. § 6-24-106, 107, 111

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

[1] If, for example, the conflict is between a teacher's supplemental contract as a bus driver and a licensed personnel staff meeting, if the district cannot find a substitute bus driver on that particular day, the bus route may need to trump attendance at the staff meeting.

Date Adopted: 9/13/2004
Last Revised: 2/18/2014

3.19— LICENSED PERSONNEL EMPLOYMENT

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

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

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

An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity.

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

Inquiries on non discrimination may be directed to _____[3], who may be reached at _____[4].

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.

The School Board will employ members of the faculty after they are recommended to the Board by the Superintendent of Schools. The Principals will make recommendations of election, re-election or dismissal to the Superintendent of Schools.

In accordance with Arkansas law[5], the District provides a veteran preference to applicants who qualify for one of the following categories:

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

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

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

3.19— LICENSED PERSONNEL EMPLOYMENT (cont.)

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

1. Indicate on the employment application the category the applicant qualifies for;
2. Attach the following documentation, **as applicable**, to the employment application:

- Form DD-214 indicating honorable discharge;
- A letter dated within the last six months from the applicant's command indicating years of service in the National Guard or Reserve Forces as well as the applicant's current status;
- Marriage license;
- Death certificate;
- Disability letter from the Veteran's Administration (in the case of an applicant with a service-related disability).

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

QUALIFICATIONS

All teachers must have a Bachelor's Degree and be certified by the Arkansas Department of Education in the field in which they teach. All teachers must meet state accreditation minimum standards.

CREDENTIALS

All teachers must have the following information on file in the office of the Superintendent of Schools:

1. A valid teaching license.
2. A complete transcript of college credits.
3. A teacher retirement number and social security number.
4. Federal and State W-4 forms.
5. Proof of T. B. test for first year teachers only.

ROOM AND GRADE ASSIGNMENTS OF TEACHERS

Teachers accepting employment in the Flippin School District agree to accept assignment and /or transfer with respect to room, grade or classes assigned to him/her by the Superintendent of Schools.

TEACHER TRANSFER

Teachers who are qualified in different area and for different grade levels may transfer from one area to another with the approval of the Superintendent and the Principal involved.

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

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

[1] A.C.A. § 6-17-411 allows an individual who fails the criminal background check or has a true finding on the Child Maltreatment Central Registry to be employed by a district if the State Board grants a waiver. A.C.A. § 6-17-410 provides that the State Board must receive a written request for a hearing for a waiver within thirty (30) days from when notice of the individual's denial, nonrenewal, or revocation is received. Either the school board or the individual seeking employment may request the hearing for a waiver.

A waiver from the State Board for an individual to get a license counts as a waiver for the same offense when hiring.

[2] A copy of the non discrimination statement should be included in all district publications unless the publication is intended only for students and parents. Publications intended only for students and parents should include the nondiscrimination clause in Policy 4.11—EQUAL EDUCATIONAL OPPORTUNITY.

[3] Insert the position(s) designated to be contacted on discrimination inquiries. If you have different positions designated to answer questions on disability discrimination (504 coordinator) and sex discrimination (Title IX coordinator), then you will need to include the position responsible for each area. Do not include the name(s) of the person(s) to be contacted in the policy; changing the name of the person (due to a staffing change) would necessitate amending the policy, which would require it to go through the entire adoption process.

[4] Insert the address and phone number to be used to contact the designated position. If you have more than one position designated as set forth in footnote 2, you will need to include a contact number and address for each position. The contact number and address may be the school/district address and phone number.

[5] Act 444 of 2013, as codified at A.C.A. § 21-3-301 et seq., added public schools to the list of employers required to provide a preference to applicants who qualify for a veteran or a deceased veteran's spouse category when selecting interview candidates, during the interview process, in selecting a new employee.

A.C.A. § 21-3-302 covers the requirements for giving a veteran preference during the application, interview, and hiring processes. The statute does not require districts to use a particular scoring method to demonstrate giving a preference and districts can continue using the system they have previously been using. However, A.C.A. § 21-3-302 and A.C.A. § 21-3-303 require districts be able to demonstrate that any qualifying applicant was given a preference during the entire application, interview, and hiring, processes.

If a veteran who is not hired requests, the district must provide the veteran with his/her base score, adjusted score, and the successful candidate's score. While there is no statutorily required method, ASBA suggests districts use a numerical scoring rubric for the entire hiring process.

The use of such a rubric makes it easy to demonstrate a preference was given as you can point to where qualifying applicants received additional points. Districts that don't use a numerical scoring method are required, upon a veteran's request, to provide all documentation allowed to be released under FOIA to the veteran to demonstrate how the preference was used to develop the list of qualified candidates to be interviewed and to select the person actually hired.

Legal References: A.C.A. § 6-17-410
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: 09/13/2004
Last Revised: 03/02/2012; 2/18/2014; 1/26/2015; 4/17/2015

3.20— LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

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

Reimbursement claims must be made on forms provided by the District and must be supported by appropriate, original receipts, signed by the employee. Tips cannot be handwritten on receipt; they must be printed on receipt in order to receive reimbursement.

Flippin School District will pay up to the current COOP rate per day for meals. Any amount above this will be the responsibility of the faculty/staff member.

The district will pay for hotel expenses according to the rate of the convention hotel for the conference. Anyone who desires to stay at a more expensive hotel will pay the difference at his/her own expense.

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT & 8.14

Date Adopted: 9/13/2004
Last Revised: 12/17/2007; 6/02/2008; 06/27/2011; 6/25/2012;

3.21— LICENSED PERSONNEL TOBACCO USE

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

Any person violating the provisions of this section shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than ten dollars ($10.00) or more than one hundred dollars ($100).

Legal Reference: A.C.A. § 6-21-609

Date Adopted: 9/13/2004

3.22—DRESS CODE FOR LICENSED EMPLOYEES

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

No blue jeans are to be worn by teachers, paraprofessionals, and clerical staff during the 178 days when students are present unless approved by administration (principal and superintendent).

Date Adopted: 6/25/2001

3.23— LICENSED PERSONNEL POLITICAL ACTIVITY

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

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

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

Date Adopted: 9/13/2004
Last Revised: 5/22/2006

3.24 REHABILITATION ACT SECTION 504

Identification Procedure

The faculty of Flippin Public Schools has been informed of the Rehabilitation Act Section 504 pertaining to any student who might display a handicapping condition, but is not receiving services from the special education program.

Students that are thought to qualify are referred to the counselor or principal. Arrangements will be made to assemble those who are providing the instruction to determine if modifications are necessary for that student referred. If modifications are necessary, they will be recorded in the records of the individual. Tracking of the progress of the student will be ongoing.

Any referral from outside resources will be investigated and acted upon as the need is identified, using the above procedures. All students enrolled are eligible for 504 considerations, if handicapping condition is identified.

Date Approved: 9/13/04

Editorial note: 10/26/09 This policy was previously number 3.44 but was reassigned this number due to a new ASBA policy 3.44. (The original policy number 3.24 was rejected by the PPC.)

3.25— LICENSED PERSONNEL GRIEVANCES

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

Definitions

Grievance: a claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this school district. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or "writing up" an employee under his/her supervision. [1]
A group of employees who have the same grievance may file a group grievance.

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

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

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

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

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

Process
Level One: An employee who believes that he/she has a grievance shall inform that employee's immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within five working days of the occurrence of the grievance. The supervisor shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. (The five-day requirement does not apply to grievances concerning back pay.)

If the grievance is not advanced to Level Two within five working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the tophalf of the Level Two Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee's immediate supervisor is the building principal, the superintendent.

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

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

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

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Education within five working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent[2]. If the grievance is not appealed to the Board of Directors within five working days of his/her receipt of the superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently re-file their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

Records

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

Reprisals

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

Note: [1]It is important to understand the implications of the language contained in this paragraph. Only matters specified in the first sentence of the paragraph are, in fact givable, but that cannot prohibit an employee from filing a grievance which the administration does not deem to be givable and nonetheless advancing it through the grievance process. Ultimately, it is the board that determines whether or not the matter is actually givable by comparing the written grievance to the definition of grievance in the grievance policy and continuing on with the hearing only if the grievance is determined to be within the definition. This is addressed in the "Appeal to the Board of Directors" paragraph.

[2] It is suggested that you date stamp the request for a board hearing upon receipt.

Legal Reference: ACA § 6-17-208, 210

Date Adopted: 9/13/2004
Last Revised: 6/26/2006; 6/0220/2008

3.25F— LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM

Name: _____

Date submitted to supervisor: _____

Personnel Policy grievance is based upon:

_____

_____

_____

_____

Grievance (be specific):

_____
_____
_____
_____
_____
_____

What would resolve your grievance?

_____
_____
_____
_____
_____

Supervisor's Response:

Date submitted to supervisor: _____

_____
_____
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_____
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_____
_____
_____
_____

Date Adopted: 09/13/2004

3.26— LICENSED PERSONNEL SEXUAL HARASSMENT

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

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

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

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

1. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;

2. Submission to, or rejection of, such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; and/or

3. Such conduct has the purpose or effect of substantially interfering with an individual's academic or work performance or creates an intimidating, hostile, or offensive academic or work environment.

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

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

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

3.26— LICENSED PERSONNEL SEXUAL HARASSMENT (cont.)

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

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

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

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

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

Date Adopted: 09/13/2004; 6/27/2011

3.27— LICENSED PERSONNEL SUPERVISION OF STUDENTS

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

Date Adopted: 09/13/2004

3.27a—CORPORAL PUNISHMENT

The Flippin School Board Hereby Authorizes:

A. The use of reasonable force by any certified employee in the exercise of his/her lawful authority to restrain a refractory pupil, to protect a pupil from harm or to maintain order in any school building, on any school property, or at any school sponsored event. A report shall be filed as soon as is practical following any incident in which force is used as authorized in this policy by the certified employee using such force. The report shall include a statement of reasons for the employee's action, the names of pupils involved and the names of any witnesses and the signature of the employee.

B. The administration of corporal punishment by a certified employee to any pupil in a school building, on the school grounds or at a school sponsored event who commits an act so anti-social or disruptive in nature as to school the conscience. A report shall be filed as by the authorized employee who administers corporal punishment under this policy. The report shall be filed as soon as practical after the punishment and shall include the reason for the punishment and the signature of the employee.

C. The administration of corporal punishment by any certified employee to any pupil for insubordination, disruptive conduct, refractory conduct, use of profane, violent, vulgar, or insulting language or other conduct that would tend to disrupt the educational process or harm other pupils or school officials provided, however, that punishment administered under this policy shall conform to the following guidelines:

1. Corporal punishment shall not be administered unless an attempt has been made to modify the pupil's behavior by some other means other than corporal punishment and unless the pupil has been told the continuation or repetition of his behavior may lead to corporal punishment.

3.27a—CORPORAL PUNISHMENT (cont.)

2. Corporal punishment shall not be administered to any pupil until approval is given by the principal and witness who shall be a certified employee, has been summoned and is present and the employee who is contemplating the administration of corporal punishment has explained to the pupil in the presence of the witness the reason for the contemplated punishment and the pupil has been given an opportunity to explain the reason for his or her actions or to deny the charge(s).

3. The administration of corporal punishment shall be observed by the witness.

4. Corporal punishment shall be limited to not more than five (5) licks with a paddle furnished or approved by the school.

5. A written report giving the reason(s) for the punishment shall be filed in the principal's office immediately following the punishment.

Date Approved: 9/13/2004

3.28— LICENSED PERSONNEL COMPUTER USE POLICY

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

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

3.28— LICENSED PERSONNEL COMPUTER USE POLICY (cont.)

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

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

Note: Mirror Policy 8.22

Date Adopted: 9/13/2004
Last Updated: 5/26/2009; 10/26/2009

3.28a— LICENSED PERSONNEL INTERNET USE AGREEMENT

Flippin School District

PROCEDURES FOR STAFF ACCESS TO NETWORKED TECHNOLOGY

The Flippin Public School District recognizes the need to effectively use computer technology to further enhance educational goals. However, protection and security of the various information networks and computer systems is necessary. Staff will be expected to employ electronic mail on a daily basis at work as a primary tool for communications. The district may rely upon this medium to communicate information, and all staff will be responsible for checking and reading messages daily. Users are also expected to learn and to follow normal standards of polite conduct and responsible behavior in their use of computer resources. All staff members are required to log off the network before they leave campus. Not logging off is a security risk and prevents network maintenance, which at times can only be done when all users are logged off. Staff are strongly urged to log off each time they leave their computer. Each staff member has a network login which serves as his or her electronic signature. Using anyone else's network login or sharing login information is a direct breach of this policy, and those violating the policy will be disciplined.

The district network email program is the only authorized email. <u>No other email program is permitted.</u> Examples of unauthorized programs include but are not limited to: Yahoo mail, Hotmail, Outlook Express, email.com, dork.com, aol.com, Incredimail, and any other web based email programs.

3.28a— LICENSED PERSONNEL INTERNET USE AGREEMENT (cont.)

Electronic mail and telecommunications are not to be utilized by employees to share confidential information about students or other employees because messages are not entirely secure. Network administrators may review files and communications to maintain system integrity and to ensure that staff members are using the system responsibly. Users should not expect that files stored on district servers will be private.

Flippin School District is providing access to computer networks and the Internet for educational purposes ONLY. It is the responsibility of each user to use the network and Internet access appropriately and to stay away from offensive or harmful sites. Any inappropriate site accessed from a district computer should be reported immediately to the technology department.

Flippin School District, by itself or in combination with the Internet access provider, will utilize active restriction methods to filter software or other technologies to prevent students from accessing visuals that are (1) obscene, (2) child pornography, or (3) harmful to minors.

I. Use of Computer Hardware

A. Computer hardware is like any other school property and shall be treated accordingly.
B. Only authorized individuals will install, service, and/or maintain district owned computer hardware.
C. No hardware, including cables or peripherals, may be moved without authorization from technology staff.
D. It is the responsibility of the faculty as well as other users (students and staff) to keep the computer clean and away from smoke, dust, magnets, food, liquid, and any other foreign material known to be harmful to the hardware or functionality of the system.
E. It is the responsibility of the faculty member to whom the computer is checked out to report malfunctions of the hardware to the technology department. Report malfunctions by filling out a repair form provided by your school office.

II. Use of Computer Software

A. Only software which is legally owned and/or authorized by the district may be installed on district computer hardware.
B. The unlawful copying of any copyrighted software and/or its use on district hardware is prohibited.
C. Modification or erasure of software without authorization is prohibited.

D. The introduction of any viral agent is prohibited. Every diskette should be checked for a virus each time it is put into the computer system.
E. Any individual who introduces a virus into the district system or violates the copyright laws shall be subject to appropriate district discipline policies and to the penalty provisions of the computer/network use policy.
F. The technology coordinator and/or technology staff have the right to remove any software from district owned equipment if the user cannot provide original copies of the software and/or appropriate license for the software.

III. The following behaviors are NOT PERMITTED on district workstations, computers, or networks:

- Sending of personal chain letters or broadcast messages to lists or to individuals
- Sending, viewing, downloading, or displaying offensive materials or pictures, per children's internet protection act, CIPA as codified at 47 U.S.C. § 254(h) and (l)
- Using obscene language
- Harassing, insulting or attacking others
- Engaging in practices that threaten the network (e.g., loading files that may introduce a virus) Violating copyright laws
- Using anyone else's network or email account other than your own
- Trespassing in others' folders, documents, or files
- Violating any regulations prescribed by the network provider
- Using district-connected technology to gain unauthorized access (hacking) into technology systems is not acceptable.
- Using district-connected technology to perform any illegal activity is prohibited.
- Installing software on district computers without prior approval of technology director or his/her designee

The network supervisor and/or technology staff will report inappropriate behaviors to the employee's supervisor who will take appropriate disciplinary action. Any other reports of inappropriate behavior, violations, or complaints will be routed to the employee's supervisor for appropriate action. Violations may result in a loss of access and/or disciplinary action. When applicable, law enforcement agencies may become involved.
Each employee will be given copies of this policy and procedures and will sign an acceptable use agreement before establishing a network account.

Date Approved: 07/24/2006

3.28 F— LICENSED PERSONNEL COMPUTER USE POLICY*

I have read the computer use procedures above and agree to adhere to them

_____

Print Name Staff Member's Signature

Submit to Your Office

Date Approved: 07/24/06

*See combined signature form to be provided separately.

3.29— LICENSED PERSONNEL SCHOOL CALENDAR

School Calendar recommendations for the next school year's calendar will be solicited from all district staff members*. That information is to be given to the Certified PPC to be considered in calendar options. All district staff will be given an opportunity to be a part of the calendar survey after recommendations are made. The Flippin School District shall operate by the following calendar:

A.C.A. § 6-17-201 * Certified and Non-Certified Staff

Flippin School District
2015-2016 Calendar

Aug 10-14 (M-F)	Teacher Professional Development (30 hrs) ǂ
Aug 17 (M)	***First Day of School for Students***
Sept 7 (M)	Labor Day Holiday
Sept 24 (TH)	**Parent/Teacher Conferences 1-7 PM; Student dismiss at 1:00**
Oct 16 (F)	***End 1st Quarter (44 days)***
Oct 19 (M)	***Begin 2nd Quarter***
Nov 25-27 (W-F)	Thanksgiving Holiday
Dec 18 (F)	***End of 2nd Quarter (42 days)***
Dec 21 (M)-Jan 1 (F)	Christmas Holiday
Jan 4 (M)	School Resumes ***(Begin 2nd Semester /3rd Quarter)***
Feb 4 (TH)	**Parent/Teacher Conferences 1-7 PM; Student Dismiss at 1:00**
Mar 4 (F)	**Cap Conferences (High School Only)**
Mar 4 (F)	***End of 3rd Quarter (45 days)***
Mar 7 (M)	***Beginning of 4th Quarter***
Mar 21-25 (M-F)	**Spring Break (Mar 25, Good Friday)**
May 13 (F)	**Graduation**
May 17 (T)	Last day of school if no snow days are needed (47 days)
May 18-20, 23-27	**Built in Snow Days 1-8***
May 27 (F)	Last Day for Students (if 8-10 snow days are needed ***End of 4th Quarter (47 days)***
May 30 (M)	Memorial Day Holiday

Snow Days*:

- After 8 snow days are missed, we will make up days by adding 1 hour a day Monday-Thursday within the three weeks following Spring Break (March 28-April 14).

To avoid one-day make-up weeks and summer:

- If the district has to make up 4 total snow days, add one hour to school for 6 days to make up ONE snow day. This avoids coming back for only a Monday (May 23) at the end of school.
- Those additional hours would be used for test preparation.

ACT 286 allows schools to make up snow days in 60 minute increments (6 hours per snow day).

PD Days based on 2014-2015 Calendar ǂ:

Non-Student Contract Days:

- 5 days—August 10-14: Five days the week before school.
- 2 days—The equivalent of two days to be used after school throughout the school year.
- 2 days—Parent Teacher Conference Evenings
- 1 day—One day spread out over the last three days of the school year.
- 2 days—Two days Summer PD not provided by the school. Teachers register for these 12 hours on their own.

12 total days (2 days of PTCs + 10 days Professional Development)

ǂ The structure of the above PD calendar is subject to change as state requirements change. Any changes to the structure of local PD days will be preceded by a PPC vote.

3.29a—LICENSED PERSONNEL SCHOOL CALENDAR

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

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

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

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

Date Adopted:
Last Revised: 1/24/2013

3.30—PARENT-TEACHER COMMUNICATION

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

Teachers are required to communicate during the school year with the parent(s) ~~or~~ legal guardian(s), 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[1]

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[2], notice of, and the reasons for retention shall be communicated promptly in a personal conference.

Note: [1] 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.

[2] Course credit has been added to align with language in policy 4.55—STUDENT PROMOTION AND RETENTION.

Legal Reference: 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: 9/13/2004
Last Revised: Previous- 8.30 & 8.31 combined 09/06/2005;
Last Revised: 03/02/2012; 06/25/2012; 1/26/2015

3.31—DRUG FREE WORKPLACE - LICENSED PERSONNEL

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

To help promote a drug free workplace, the district shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the district's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. Such services are available from the following sources: Vista/Harrison, Ozark Counseling Service/ MH, Friendship Community Care/ Russellville, Pinnacle/LR.

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 3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.[2]

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

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

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

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

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

Any employee who must take prescription medication at the direction of the employee's physician, and who is impaired by the prescription medication such that he cannot properly perform his duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his supervisor, will be sent home. The employee shall be given sick leave, if owed any.

The District or employee will provide transportation for the employee, and the employee may not leave campus while operating any vehicle. It is the responsibility of the employee to contact his physician in order to adjust the medication, if possible, so that the employee may return to his job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he/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 own current prescription shall be treated as though he was in possession, possession with intent to deliver, or under the influence, etc. of an illegal substance. An illegal drug or other substance is one which is (a) not legally obtainable; or (b) one which is legally obtainable, but which has been obtained illegally. The District may require an employee to provide proof from his physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.

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

1) A final disciplinary action taken against an employee resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances; or
2) 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:

- The name, address, and telephone number of the person who is the subject of the report; and
- 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.

3.31—DRUG FREE WORKPLACE - LICENSED PERSONNEL (cont.)

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 website: http://www.dol.gov/asp/programs/drugs/workingpartners/materials/materials/asp.

[2] Requiring employees who need medical treatment for injuries at work to be drug tested is optional but is recommended. A.C.A. § 11-9-102 states that an injury resulting while the employee is under the influence of alcohol or illegal drugs is not a compensable injury. Requiring all employees to be drug tested for work injuries resulting in medical treatment will allow the district to abide the prohibition against paying worker's comp for a drug related injury.

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

Cross Reference: 8.28

Date Adopted: 9/13/2004
Last Revised: 4/24/2006; 6/02/2008; 10/26/2009; 4/17/2015

3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT*

CERTIFICATION

I, hereby certify that I have been presented with a copy of the Flippin District's Drug-Free Workplace policy, that I have read the statement, and that I will abide by its terms as a condition of my employment with District.

Signature _____

Date _____

*A separate combined signature form is provided separately.

3.32— LICENSED PERSONNEL FAMILY MEDICAL LEAVE *

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

SECTION ONE

Definitions:

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

FMLA: is the Family Medical Leave Act

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

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

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

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

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

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

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

Year: the twelve (12) month period of eligibility shall begin on July first of each school-year.[2]

Policy

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

Leave Eligibility

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

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;

2. Because of the placement of a son or daughter with the employee for adoption or foster care;

3. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and

4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

5. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. (See Section Two)

6. To care for a spouse, child, parent or next of kin who is a covered 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.[3]

Designation Notice to Employee
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. [4] 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[5]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.[6]

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.[3]

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.[7]

The District has the right to pay an employee's unpaid insurance premiums during the employee's unpaid FMLA leave to maintain the employee's coverage during his/her leave. The District may recover the

employee's share of any premium payments missed by the employee for any FMLA leave period during which the District maintains health coverage for the employee by paying the his/her share. Such recovery shall be made by offsetting the employee's debt through payroll deductions or by other means against any monies owed the employee by the District.

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

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[9] 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.

3.32— LICENSED PERSONNEL FAMILY MEDICAL LEAVE * (cont.)

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. [10]
To the extent the employee has accrued paid vacation or personal leave, any leave taken that qualifies for FMLA leave for reasons 1 or 2 above shall be paid leave and charged against the employee's accrued leave.

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

Return to Work[11]

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

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

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

Intermittent or Reduced Schedule Leave

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

3.32— LICENSED PERSONNEL FAMILY MEDICAL LEAVE * (cont.)

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

c. and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

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

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

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

Leave more than 5 weeks prior to end of the semester

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

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

Leave more than 5 weeks prior to end of term

- If the eligible, instructional employee begins leave, due to reasons 1 through 6 listed above, more than 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if
  (A) the leave is of at least 3 weeks duration; and
  (B) the return to employment would occur during the 3-week period before the end of such term.

Leave less than 5 weeks prior to end of term

If the eligible, instructional employee begins leave, due to reasons 1, 2, 3, or 6 listed above, during the period that commences 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

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

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

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.[12]

Definitions:

Covered active duty means

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

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

Certification[11]

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

Employee Notice to District

Foreseeable Leave:

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

Unforeseeable Leave:

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

Notice may be provided in person, by telephone, telegraph, fax, or other electronic means. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

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

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

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

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

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

SERIOUS ILLNESS

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

Definitions:

Covered Service Member is

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

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

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

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

3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE * (cont.)

Serious Injury or Illness:

(A) in the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating and

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

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

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

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

If husband and wife are both eligible employees employed by the District, the husband and wife are entitled to a combined total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member** with a serious injury or illness as defined in this policy.

A husband and wife who care for such a covered service member continues to be limited to a combined total of 12 weeks FMLA leave for reasons 1 through 3 in Section One and for any qualifying exigency during a year as defined in this policy. For example, a husband and wife who are both eligible employees and who care for such a covered service member

for 16 weeks during a 12 month period could only take a combined total of 10 weeks for reasons 1 through 3 in Section One and for any qualifying exigency.

Medical Certification[14]

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, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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

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

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

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

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

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

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

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

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

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

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

[1] The types and amounts of leave available for a particular type of qualifying exigency are covered in 29 C.F.R. § 825.126. A copy of the CFR is available on the policy update website. Unfortunately, the CFR has not been updated since the FMLA law was amended (and will not be for quite a while). The federal regulation amending process is a bit like ADE Rule amendments except MUCH slower. It is likely that the timelines contained within the regulations will remain the same, but there is a broader range of eligible employees including members of the regular Armed Forces.

[2] Within the context of the FMLA, this is a complicated definition. In an effort to help you be able to apply the definition to the realities of your district, we have attached (as a separate page to the policy) the federal rules which lay out the complexities.

[3]A Department of Labor poster is available at http://www.dol.gov/esa/regs/compliance/posters/fmla.htm. Additional forms (one for the employee to take to their health care provider for verification of the reason for his/her leave request and a second one for the district's response to the request for leave) are available at http://www.dol.gov/esa/whd/fmla/#poster.

[4] It is difficult for the district to "back charge" FMLA leave. If you have reason to ask for a medical certification, it is wise to notify the employee that the leave will be charged against their yearly allotment of FMLA leave when you request the certification. If it turns out that the leave does not qualify, you will need to readjust the available FMLA leave accordingly.

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

For instance, pregnancy complications that rose to the level of a "serious health condition" would qualify for both, while missing work for a dentist's appointment would qualify for sick leave, but would not qualify for FMLA leave.

Consult policy 3.8—CERTIFIED PERSONNEL SICK LEAVE when making the determination of what sick leave qualifies under both policies. It may also be helpful to consult 29 CFR 825.114 which is attached at the end of this policy.

[6] If the notice is oral, it must be confirmed in writing no later than the following payday (unless the payday is less than one week after the notice, in which case the notice must be no later than the subsequent payday). The written notice may be in any form, including a notation on the employee's pay stub.

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

[8] Due to the district's liability for meeting the requirement of this paragraph and similar obligations for life insurance premiums or other benefits, the

District needs to consider picking up the costs of such premiums during an employee's **unpaid** FMLA leave **if** the employee fails to pay his/her share of the costs. If the District elects to maintain such benefits during the leave, at the conclusion of leave the District is entitled to recover only the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work. To help you decide if you should choose to pay premium costs in such a situation, the following except from 29 CFR 825.212(c):
If coverage lapses because an employee has not made required premium payments, upon the employee's return from FMLA leave the employer must still restore the employee to coverage/benefits equivalent to those the employee would have had if leave had not been taken and the premium payment(s) had not been missed, including family or dependent coverage. See § 825.215(d)(1) through (5). In such case, an employee may not be required to meet any qualification requirements imposed by the plan, including any new preexisting condition waiting period, to wait for an open season, or to pass a medical examination to obtain reinstatement of coverage. If an employer terminates an employee's insurance in accordance with this section and fails to restore the employee's health insurance as required by this section upon the employee's return, the employer may be liable for benefits lost by reason of the violation, for other actual monetary losses sustained as a direct result of the violation, and for appropriate equitable relief tailored to the harm suffered.

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

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

[11] The Department of Labor's *Designation Notice* has entries that address this section's requirements. It's very helpful. Unfortunately, the titles of the DOL forms leave a lot to be desired. The Designation notice **and** the *Medical Condition Certification* form are both listed as Appendix E. For this section you will actually need both of them; the *Designation Notice* to fulfill your notice requirements and the medical certification form to enable you to determine if the employee's leave is actually covered under the FMLA. They are both available at the link in footnote #1 or by calling the ASBA office.

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

[13] You can use Appendix G, *Certification of Qualifying Exigency for Military Family Leave* to obtain the certification. (It hasn't been updated to meet the changes in the FMLA law, but it will work. It's available at the link in footnote #1 or by calling the ASBA office.

[14] You can use Appendix H, *Covered Service Member Serious Injury* form to obtain the certification. It's available at the link in footnote #1 or by calling the ASBA office.

Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE
3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT
3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

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

Date Adopted:
Last Revised: 4/26/2010; 2/18/2014

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

Employees are eligible for benefits under the Family Medical Leave Act when the district has fifty (50) or more employees. The_____ School District has less than fifty (50) employees and therefore employees are not eligible for FMLA benefits.

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

Date Adopted:
Last Revised: 08/27/2012, 01/24/2013; 7/28/2014

3.32a — FAMILY MEDICAL LEAVE – ADDITIONAL INFORMATION

29 CFR 825.114 - What is a ``serious health condition'' entitling an employee to FMLA leave?

(a) For purposes of FMLA, ``serious health condition'' entitling an employee to FMLA leave means an illness, injury, impairment, or physical or mental condition that involves:

(1) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom), or any subsequent treatment in connection with such inpatient care; or

(2) Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(i) A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(A) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(B) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

(ii) Any period of incapacity due to pregnancy, or for prenatal care.

(iii) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(A) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(B) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(C) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(iv) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

a. Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident

or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

b. Treatment for purposes of paragraph (a) of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. Under paragraph (a)(2)(i)(B), a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

c. Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not ``serious health conditions'' unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.

d. Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. On the other hand, absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.

e. Absences attributable to incapacity under paragraphs (a) (2) (ii) or (iii) qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

3.33—ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 09/13/2004

3.34— LICENSED PERSONNEL CELL PHONE USE

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

District staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use a school issued cell phone and/or computers for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. School employees who are issued District cell phones due to the requirements of their position may use the phone for personal use on an "as needed" basis provided it is not during instructional time.[1]

All employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.[2]

No employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to and including termination.[4]

Notes: [1]The goal is to eliminate the use of cell phones during instructional time. You may change who has the authority to approve the use of cell phones if you so wish.

[2] This sentence is included because insurance companies have ruled that injuries occurring while driving and talking on school issued cell phones are subject to workers comp awards.

[3] This sentence was added due to the dangers involved for both drivers and pedestrians associated with distracted driving. While there is no statutory requirement for the language, we believe it is important protection for students and employee alike.

3.34— LICENSED PERSONNEL CELL PHONE USE (cont.)

[4] This sentence was added due to the dangers involved for both drivers and pedestrians associated with distracted driving. A.C.A. § 27-51-1609 prohibits the use of a "wireless handheld telephone" while in a school zone for any purpose when that use is not hands free. While the policy language exceeds the statutory prohibition, we believe the expanded language is important for the protection of students, employees, and the public.

Cross References: 4.47— POSSESSION AND USE OF CELL PHONES, AND OTHER ELECTROIC DEVICES.
7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

Legal References: IRS Publication 15 B
A.C.A. § 27-51-1602
A.C.A. § 27-51-1609

Date Adopted: 9/13/2004
Last Revised: 7/24/2006; 5/26/2009; 06/25/2012; 1/24/2013; 2/18/2014; 1/26/2015

3.35— LICENSED PERSONNEL BENEFITS

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

1. The priceless reward of helping shape the life and future of our children;
2. Contribution to the teacher retirement system;
3. One (1) sick leave day per contract calendar month or greater portion thereof
4. Two (2) personal days per year;
5. Benefit Package:
    - Long-term Disability
    - Life/Accidental Death & Dismemberment $25,000
    - Hospital Confinement
    - Cancer
    - Dental

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 6/25/2001
Last Revised: 2/25/2011; 6/27/2011

3.36— LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL

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

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 9/13/2004
Last Revised: 9/06/2005

3.37—ASSIGNMENT OF TEACHER AIDES

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

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 9/13/2004

3.37a---SUBSTITUTE TEACHERS

1. Some substitute shall be called by the Principal of the school in which they are to work.

2. Some substitutes shall be paid through the Office of the Superintendent.

3. The rate of pay for the substitute is $63 per day for classified subs and $70.00 per day for certified subs.

4. The substitutes that are hired through Subteach USA have their own calling information.

Last Revised: 5/25/2005; 8/27/2007; 7/23/2012

3.37b---STUDENT TEACHER POLICIES

1. Qualification:
   a. A prospective student teacher must be recommended for student teacher placement by a fully accredited four-year Arkansas college.
   b. The student must attend a college which, through its designated staff members, had made an application to the Superintendent or Principal for the privilege of placing the individual student teacher in the Flippin Schools.

2. Assignment:
   a. The Flippin Schools recommend at least a nine week full day as assignment for all student teachers.
   b. Final placement of a student teacher in the Flippin Schools shall be made by the Superintendent of Schools and the specified Principal involved.
   c. No Flippin School teacher is required to accept a student teacher, but fully qualified teachers are encouraged to fulfill their professional responsibility supervising student teachers.

3. Classroom Participation:
   a. A student teacher shall never be left in charge of a class without permission of the Principal.
   b. Neither school laws nor public sentiment support disciplinary action by a student teacher.
   c. No marks or grades shall be given by a student teacher, although he may grade papers and help prepare grade provided the regular teacher checks such activities carefully and assumes full responsibility.
   d. No student teacher shall prepare or give any test that has not been carefully checked and approved by the supervising teacher.
   e. A student teacher shall make every effort to become a part of the school system. He should attend professional and parent meetings at the invitation of the supervising teacher.

4. Cause for Dismissal:
   a. An absence or tardy, except for justifiable reason and proper notification of the principal, shall be cause for dismissal.
   b. Conduct unbecoming a student teacher, either on the job or outside school hours, shall be cause for dismissal.

5. The College and the Student Teacher:
   a. A reasonable amount of visitation by college personnel to observe the student teacher is permissible provided it does not interfere with normal classroom procedures.
   b. Any college supervisor wishing to visit a class shall secure, in advance, the approval of the principal concerned.
   c. Remuneration made by the college for supervising service to the student teacher shall be made directly to the Flippin School District.

3.38— LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

District staff are required to help enforce implementation of the district's anti-bullying policy. The district's definition of bullying is included below. Students who bully another person are to be held accountable for their actions whether they occur on school equipment or property; off school property at a school-sponsored or school-approved function, activity, or event; or going to or from school or a school activity. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously. The person or persons reporting behavior they consider to be bullying shall not be subject to retaliation or reprisal in any form.

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 r public school employee by a written, verbal, electronic, or physical act that may address an attribute of the other student, public school employee, or person with whom the other student or public school employee is associated and that causes or creates actual or reasonably foreseeable:

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

3.38— LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING(cont.)

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

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

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

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

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

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

1. Sarcastic "comments" about another student's personal appearance or actual or perceived attributes.

2. Pointed questions intended to embarrass or humiliate,

3. Mocking, taunting or belittling,

4. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,

5. Demeaning humor relating to a student's race, gender, ethnicity or actual or perceived attributes,

6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,

7. Blocking access to school property or facilities,

3.38— LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING (cont.)

8. Deliberate physical contact or injury to person or property,

9. Stealing or hiding books or belongings, and/or

10. Threats of harm to student(s), possessions, or others.

11. Sexual harassment, as governed by policy 3.26, is also for of bullying.

12. Teasing or name-calling based on the belief or perception that an individual is not conforming to expected gender roles (Example: “Slut”) or conduct or is homosexual, regardless of whether the student self-identifies as homosexual (Examples: “You are so gay.” “Fag” “Queer”).

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.[1]

Notes: [1] This paragraph is optional. We have included it because we have received multiple phone calls where district employees were attempting to use the policy against fellow employees.

Legal Reference: A.C.A. § 6-18-514
Act 1437 of 2005

Date Adopted: 9/13/2004
Last Revised: 1/22/2007; 6/02/2008; 06/27/2011; 1/26/2015

3.39---CLUB/ORGANIZATION MEETINGS & ACTIVITIES

It shall be the policy of the Flippin School to view extra-curricular activities as an extension of the instruction program. The role of extra-curricular activities is to provide opportunities for students to develop their potential in the area of cooperation, teamwork, leadership, and discipline.

Class and organizational meetings should be cleared through the principal's office at least one full week in advance or their taking place. Emergency meetings shall take place only after the principal and the sponsoring employee have agreed to the time and place of the meeting

It shall be the policy of the administration and staff to schedule extra-curricular activities after regular school hours and/or Saturdays, except for those events approved by the Arkansas Activities Association. In addition, every effort will be made by the administration and staff to limit activities which interfere with the regular instructional program.

The principal must approve in advance any fund raising project by any class or organization within the school and present it to the Superintendent and School Board for approval at the start of the school year. As a general practice, the school will allow fund raising projects to be carried forward during school time.

Date Adopted: 9/13/2004

3.39b---EXTRA-CURRICULAR ACTIVITIES USING BUS/VAN

Trips will be scheduled through the principal of each building and the transportation director at least one week prior to the trip. The transportation director will secure the bus driver. Each organization will arrange for a driver for the van with the approval of the principal. No fee will be paid to the van driver.

Bus drivers on extra-curricular trips, class/academic trips and athletic trips will be paid $10.00 an hour. An overnight fee of $35.00 will be paid to the driver and the motel charges will be paid by the school or sponsoring organization. Hourly pay will resume at 7:30 a.m. or whenever driving time starts the following day.

For all extra-curricular trips, the school will pay the first $14.00 and the organization requesting the trip will pay the remaining fee. For class sponsored or academic trips the school will pay the total fee. For athletic trips, the athletic department will pay the total fee.

3.39b---EXTRA-CURRICULAR ACTIVITIES USING BUS/VAN (cont.)

Bus drivers who are salaried personnel will receive pay for driving time beyond contract hours. Bus drivers who are also the sponsor of the group requesting the trip will be paid for time only beyond contract hours.

Bus/Van shall be cleaned out upon return by those who take it out on the trip, (i.e.: sponsors, people involved, students, teachers, etc.)

If the bus/van is not cleaned, the organization will be assessed $25.00 for cleaning. The bus will be parked at the bus garage upon return. Other vehicles will be parked at their original locations.

Date Adopted: 7/29/2002; 9/13/2004

Extra-Curricular Trips – Bus Safety Rules

The following bus safety rules will be enforced on all extra-curricular trips, class trips, athletic trips, etc:

1. There shall be no deliberate defiance or refusal to cooperate with driver.
2. There shall be no obscene and unacceptable language, gestures, remarks, or signs.
3. No excessive talking and unnecessary noise, lack of courtesy and respect.
4. No throwing items of any kind in the bus or out the windows.
5. No fighting or scuffling on the bus.
6. No deliberate delay – loading or unloading.
7. There will be no refusal to stay seated or turning around in seat.
8. No having or using of tobacco on the bus.
9. No extending hands, arms or head out windows.
10. No tampering with equipment – deliberate vandalism.

The Principal of the student involved will deal with the discipline.

Date Adopted: 9/13/2004

3.39c---CLUB/ORGANIZATION MEETINGS & ACTIVITIES INVOLVING SCHOOL FOOD SERVICE

Cafeteria workers will be paid hourly* for each for extra-curricular event worked. The club or group sponsoring the event will be responsible for payment.

**Refer to the banquet stipend for hourly rate in Section 3.1a.*

Date Adopted: 4/28/1997
Last Revised: 2/26/2007

3.40---PROBATIONARY TEACHER CYCLE

There are two categories of probationary teachers:

1. One with fewer than three years of public school teaching experience in Arkansas.

2. Experienced teachers new to the district having taught the last three or more years in public schools in Arkansas. These teachers will complete only year two of the probationary cycle.

All probationary teachers will be expected to meet all minimum performance expectations. All probationary teachers will also be required to have one cycle of PET and one cycle of assertive discipline training. A plan for this training will be developed, shared with the teacher, and placed in the teacher's file.

PROBATIONARY CYCLE

YEAR ONE

All first-year probationary teachers will be assigned a mentor in the professional growth cycle to work closely with the teacher.

Evaluation of the classroom teacher's performance by the building principal or designated evaluator will include a minimum of five observations. Evaluators must observe a teacher a minimum of 200 total minutes with no fewer than five (5) actual classroom visits and no less than 10 minutes per observation. A conference and written report will follow each 40 minutes of observed classroom time.

3.40---PROBATIONARY TEACHER CYCLE (cont.)

There will be a conference with the building principal or designated evaluator at the beginning of the school year. A written annual evaluation will be filled out by the evaluator and discussed with the teacher at an end-of-year conference.

Data collection may include artifact collection, parent and student surveys, and a journal. Other data collected may include audio and view recordings of classroom presentations.

PROBATIONARY CYCLE

YEAR TWO

All second-year probationary teachers will be assigned a mentor from the professional growth cycle to work closely with the teacher.

Evaluation of the classroom teacher's performance by the building principal or designated evaluator will include a minimum of 120 total minutes with no fewer than three actual classroom visits and no less than 10 minutes per observation. A conference and written report will follow each 40 minutes of observed classroom time.

There will be a conference with the building principal or designated evaluator at the beginning of the school year. A written evaluation will be filled out by the evaluator and discussed with the teacher at an end-of-year conference.

Data collection may include artifact collection, parent and teacher surveys, and a journal. Other data collected may include audio and video recordings of classroom presentations.

PROBATIONARY CYCLE

YEAR THREE

Evaluation of the classroom teacher's performance by the building principal or designated evaluator will include a minimum of two observations. Evaluators must observe a teacher a minimum of 80 total minutes with no fewer than two actual classroom visits and no less than 10 minutes per observation. A conference and written report will follow each 40 minutes of observed classroom time.

There will be a conference with the building principal or designated evaluator at the beginning of the school year. A written annual evaluation will be filled out by the evaluator and discussed with the teacher at an end-of-year conference.

3.40---PROBATIONARY TEACHER CYCLE (cont.)

Data collection may include artifact collection, parent and teacher surveys, and a journal. Other data collected may include audio and video recordings of classroom presentations.

At the end of the probationary period, the principal or designated evaluator may place a teacher in the Professional Growth Cycle or continue to evaluate the teacher under the guidelines of year three of the probationary cycle as long as is deemed necessary.

Date Adopted: 9/13/2004; 6/27/2011

3.41---PROFESSIONAL GROWTH CYCLE

Appraisal under the Professional Growth Cycle (PGC) must be granted by the building principal or designated evaluator. A teacher may enter the PGC by having successfully completed the Probationary Teacher Cycle. The purpose of the PGC is to take competent certified personnel beyond competency.

The criterion is for the teacher to develop with the building principal a three-year plan.

YEAR ONE:

1. Set goals by the end of the previous school year.
2. Develop a plan.
3. Begin implementation of the plan.
4. Provide to the building principal a progress report by the first Monday in December each year.
5. Begin portfolio development.
6. Annual progress report discussed and annual year-end evaluation written and discussed at an end-of-year conference.

YEARS TWO AND THREE:

1. Review plans for any needed revision by the end of the previous school year.
2. Continue plan for implementation.
3. Continue portfolio development.
4. Provide a progress report to the building principal by the first Monday of December each year.
5. Annual progress report discussed and annual year-end evaluation written and discussed at an end-of-year conference.
6. Full portfolio presented to the building principal prior to teacher contract renewal date, detailing the past year's accomplishments.

3.41---PROFESSIONAL GROWTH CYCLE (cont.)

Certified Staff Portfolios

At the end of the teacher plan for the PGC three-year cycle, each certified staff member will submit a portfolio to his/her evaluator. The format of the portfolio will be flexible and will reflect the goals set by the teacher and building principal. A review of the portfolio will be conducted by the principal and teacher to see if the goals of the professional growth plan were met.

Certified staff portfolios should include the following:

1. Professional growth goals
2. Implementation plan
3. Modifications to the plan (if any)
4. Documentation of effort
5. Final product (if appropriate)

Date Approved: 9/13/2004

3.42---TEACHER RESPONSIBLITIES

All teachers will be under the general direction of the Superintendent and immediately responsible to the Principal in carrying out the policies of the school.

Teachers shall be responsible for a quality instructional program in their classrooms. They are primarily charged with the responsibility of motivation and guiding children in wholesome and meaningful learning experiences. All teachers shall strive to provide guidance to the pupil which will best promote his welfare and his educational development in accordance with his abilities.

Teachers shall account for students under their supervision. They are responsible for seeing that property rights as well as human rights are respected. They should maintain such relationship with the students as is conducive to and consistent with desirable progress and growth in all areas of good citizenship.

A well-rounded education consists of knowledge in many and varied fields, some of which may be considered controversial. Possible controversial subjects may be explored in the classroom by the instructor providing the treatment is not from a partisan viewpoint and that all known facts are presented in an impartial manner.

3.42---TEACHER RESPONSIBLITIES (cont.)

Conferences with the principal should be held at the teacher's convenience. However, should the teacher desire a lengthy conference with the principal, a time should be agreed upon by both parties so that the conference may take place without any undue interruptions or distractions.

Each teacher will keep accurate and up-to-date records with respect to attendance, money that is handled and grades of pupils. All teachers will comply with regulations as to time of arrival and departure from school. Each teacher is expected to perform duties as assigned by the principal of his building. Each teacher is responsible for the neatness, ventilation, and orderliness of his/her room.

Teachers are to maintain cordial and workable relationships with colleagues.

Teachers are required to attend all faculty meetings.

Teachers are urged to grow professionally by reading professional journals, attending summer school, extension classes, workshops, and conferences and summer travel. Teachers are encouraged to join their professional organizations. Many valuable and up-to-date suggestions, idea, and announcements are distributed through publications of various organizations. Also, these organizations keep teachers informed as to the developments and progress of their profession.

Date Approved: 9/13/2004

3.42a---TEACHER RESPONSIBLITIES – INVENTORIES

In accordance with requirements of the Auditing Division of the State of Arkansas, public schools are required to submit an inventory of all equipment and furnishings in each classroom, office and department.

In order that the Flippin Schools may be in compliance with the law, inventory is taken the last week in April of each school year. Employees will be provided with instructions and forms for accomplishing this task at the end of each year.

Date Approved: 9/13/2004

3.42b – LICENSED PERSONNEL RECORDS AND REPORTS

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

Legal Reference: A.C.A. § 6-17-104

Date Approved: 6/02/2008

3.43---RESIGNATIONS

1. An employee shall have the privilege of resigning from the school system upon thirty (30) days notice.

2. It shall be necessary for a teacher who resigns to furnish his/her principal with evidence of satisfactory completion of all records up to date on which his/her resignation becomes effective, otherwise, his/her pay check will be held until all reports have been made satisfactorily and all school property, including student records, has been returned.

3. A teacher who resigns shall be expected to provide his/her principal with a summary of work completed, of pupil progress to date, and of classroom plans for the immediate future.

Date Approved: 9/13/2004
Last Approved: 8/28/2006

3.44— LICENSED PERSONNEL WORKPLACE INJURIES and WORKERS' COMPENSATION

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain any injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the superintendent. 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 shall exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic. In addition, the employee shall submit to a drug test, which shall be paid at 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.[2]

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:

- Will be charged for a day's sick leave for the all days missed until such time as the WC claim has been approved or denied;

- 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;
- 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.

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

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

[1] Insert the **position** of the person to be notified.

[2] Requiring employees who need medical treatment for injuries at work to be drug tested is optional but is recommended. A.C.A. § 11-9-102 states that an injury resulting while the employee is under the influence of alcohol or illegal drugs is not a compensable injury. Requiring all employees to be drug tested for work injuries resulting in medical treatment will allow the district to abide the prohibition against paying worker's comp for a drug related injury.

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: 10/26/2009
Last Revised: 3/26/2013; 2/18/2014; 1/26/2015

3.45— OBTAINING and RELEASING of STUDENT'S FREE and REDUCED PRICE MEAL ELIGIBLITY 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[1], 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[1] 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.

3.45— OBTAINING and RELEASING of STUDENT'S FREE and REDUCED PRICE MEAL ELIGIBLITY INFORMATION(Cont.)

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.[1]

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

The Children's 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.

[1] 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 disclosure without authorization under federal confidentiality regulations and/or imprisonment of not more than one year.

[2] 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, and 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: 5/26/2009
Last Revised: 1/24/2013:

3.46---LICENSED PERSONNEL VACATIONS

240 day contracted employees are credited with 10 days of vacation[1] at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month, or major portion of a month, for any days used but not earned.

Instructional employees may not generally take during instructional time. All vacation time must be approved, in advance to the extent practicable, by the superintendent or designee.[2] If vacation is requested, but not approved, and the employee is absent from work in spite of the vacation denial, disciplinary action will be taken against the employee, which may include termination or nonrenewal.

No employee shall be entitled to more than 15 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Employees having accrued vacation totaling more than 15 days as of the date this policy is implemented shall not be eligible to increase the number of days carried forward during their employment with the district.[3] Earned but unused vacation will be paid upon retirement at the employee's current daily rate of pay.[4]

Notes: [1] Select your eligibility criteria and number of vacation days. Eligibility does not have to be 240 day employees and vacation does not have to be 10 days. If you choose a number other than 10 days, you will need to change the proration rate in the paragraph's final sentence for used, but unearned vacation.

[2] Insert the position that will be responsible for approving vacation requests.

[3] This sentence should be included whether you are changing your previous policy or you have not had a policy but have had the practice of allowing and paying accrued vacation greater than 15 days. It will help limit your future fiscal liability.

[4] Unlike sick leave, vacation is not transferable from one district to another and so we have included retirement as instances when the district can pay the employee for unused vacation. You may replace the list for when the district will pay for unused vacation with "any severance of employment". In any instance of such pay, the rate of pay for accrued, but unused vacation, does not have to be at the daily rate of pay. It may be at a set sum (so many dollars for each unused day) or as a percentage of the employee's daily rate of pay. If the district does not choose to place limits on the amount payable at employment severance, then the rate payable would be that employee current daily rate of pay.

Date Adopted: 05/13/2011
Last Revised: 1/24/2013: 1/26/2015

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

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

The duty to report suspected child abuse or maltreatment is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief[1]. 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.

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

[1] 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—CERTIFIED 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: 5/26/2009
Date Revised: 07/11/2011

3.48—LICENSED PERSONNEL WEAPONS ON CAMPUS

Firearms[1]

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

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

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- The firearms are securely stored and located in an employee's on-campus personal residence and/or immediately adjacent parking area;[2]
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties.
    - He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

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

Other Weapons[3]

Option 1

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

Option 2

An employee may possess a pocket knife which for the purpose of this policy is defined as a knife which can be folded into a case and has a blade or blades of three (3) inches or less each. An employee may carry, for the purpose of self-defense, a small container of tear gas[4] or mace which for the purpose of this policy is defined as having a capacity of 150cc or less. Employees are expected to safeguard such items in such as way as to ensure they are not possessed by students. Such items are not to be used against students, parents or other school district employees. Possession of weapons, knives or self-defense items that do not comply with the limits contained herein, the failure of an employee to safeguard such items, or the use of such items against students, parents or other school district employees may result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

Employees who are participating in a Civil War reenactment may bring a Civil War era weapon onto campus with prior permission of the building principal. If the weapon is a firearm, the firearm must be unloaded.[5]

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

[1] The possession of handguns and firearms is a very hot topic. In Arkansas, the laws governing their possession on school grounds are both complicated and less than clear. The two statutes most directly affecting schools are A.C.A. § 5-73-119 (herein after 119) and A.C.A. § 5-73-306 (herein after 306).

119 governs firearms (including handguns) while 306 deals strictly with concealed handguns (those guns having a barrel length of 12" or less).

119 prohibits firearms on "developed school property" while 306 prohibits concealed handgun permit holders from carrying their handguns into school buildings or events but permits the concealed carry licensee to leave a handgun in his/her locked vehicle at a publicly owned parking lot.

119 permits those who are on a "journey beyond the county in which a person lives" to carry handguns and firearms on school property. Technically, this would allow those employees who commute from outside the county in which they teach to bring their firearms to school. While we accept that concealed carry licensees may leave their handgun in their locked vehicle in the parking lot, we see this as complicated to enforce and generally problematic. Also, as we interpret the statute, parents visiting the school for an athletic or other event can bring their handgun, though it must be left in their locked vehicle with them. We cannot control that through policy.

[2] If your district has housing for any employee and that employee chooses to have any firearms in the house, they should be kept in a very secure place. It would be wise to keep them in a locked gun safe so that no one other than the employee has access to them.

[3] Select the option that works best for your district. In making your decision, note that in Option #2, you can choose to include only the first or the second sentence or you can keep both sentences. If you keep the first sentence, the length of the blade allowed is limited by Act 746 of 2013 to less than 3". Also, A.C.A. § 5-73-120(a) prohibits individuals from carrying a weapon "with a purpose to employ the…weapon against a person." Presumably, an employee could possess a small pocket knife with no intent to use it against another person. Inherent in making the decision on either sentence in Option #2 is the possibility of a student taking the knife or the tear gas and misusing it.

[4] You can replace "tear gas" with "pepper spray" or leave "tear gas" in the policy and add "pepper spray."

[5] While the policy language only specifically covers employees, A.C.A. § 6-5-502 permits any person who is a Civil War reenactor to bring a Civil War era weapon onto campus with the prior permission of the principal.

Legal References: A.C.A. § 5-73-119
A.C.A. § 5-73-120
A.C.A. § 5-73-124(a)(2)
A.C.A. § 5-73-301
A.C.A. § 5-73-306
A.C.A. § 6-5-502

Date Adopted: 6/27/2013
Last Revised: 2/18/2014; 4/17/2015

3.49---DEPOSITING COLLECTED FUNDS

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

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

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

[1] "Weekly" is a suggested length of time. You may select a different time period, but it should be short enough to eliminate the perception that funds are being held inappropriately and yet long enough to not be overly burdensome or unrealistic in relation to the fund generating activity.

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

Date adopted: 06/27/2011
Last Revised: 03/02/2012; 06/25/2012; 08/27/2012

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:
Last Revised: 2/18/2014

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

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

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

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.[2] If the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

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

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

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

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

[2] The statute only prohibits "cell phone" use, but in the 10 years since it was passed the term no longer fits today's technology. The terminology in this sentence is designed to cover all the distractions that could affect a driver's ability to safely drive the bus. While we recommend our language, the statute limits the restrictions to "cell phones that requires the operator to dial numbers manually" and you can substitute that for our verbiage if you prefer.

Legal Reference: A.C.A. § 6-19--120

Date Adopted: 7/28/2014
Last Revised:

3.52—LICENSED PERSONNEL HEALTH CARE COVERAGE REPORTING

POLICY DELETED

Due to the Employee Benefits Division agreeing to take the responsibility for the IRS reporting required by the ACA, we have deleted this policy as it is no longer necessary. We will retain the policy number for future use.

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

Due to the Employee Benefits Division agreeing to take the responsibility for the IRS reporting required by the ACA, we have deleted this policy as it is no longer necessary.

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

For purposes of this policy, “Family member” includes:

- An individual's spouse;
- Children of the individual or children of the individual's spouse;
- The spouse of a child of the individual or the spouse of a child of the individual's spouse;
- Parents of the individual or parents of the individual's spouse;
- Brothers and sisters of the individual or brothers and sisters of the individual's spouse;
- 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
- 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:

1. The employee, administrator, official, or agent;
2. Any family member of the District employee, administrator, official, or agent;
3. The employee, administrator, official, or agent’s partner; or
4. An organization that currently employs or is about to employ one of the above.

3.52—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT IN THE CHILD NUTRITION PROGRAM (cont.)

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).[1]

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.[2]

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

[1] Districts may set standards covering instances where the financial interest is not substantial or the gift is an unsolicited item of nominal value. If you do wish to set standards for these situations, delete this sentence and add a statement permitting such acceptance and the circumstances where it is acceptable.

[2] 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:

- How would the public perceive this action of receiving the gift, favor, etc.?
- 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: 6/22/2015
Last Revised:

3.53—LICENSED PERSONNEL DEBTS

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

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

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

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

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

Note: This policy is similar to Policy 8.18. If you change this policy, review 8.18 at the same time to ensure applicable consistency between the two.

Date Adopted: 7/28/2014
Last Revised:

3.54—VOLUNTARY TEACHING DURING PLANNING PERIOD OR OF MORE THAN THE MAXIMUM NUMBER OF STUDENTS PER DAY

A teacher in grades 7-12 may voluntarily enter into an agreement with the District to teach:

1) An additional class in place of a planning period; and/or
2) More than one hundred fifty (150) students per day.

A teacher who agrees to teach more than the maximum number of students per day is still bound by the maximum number of students per class period in the Standards For Accreditation.

A 7-12 grade teacher who enters into an agreement with the District shall receive compensation based on the teacher's:

a) Hourly rate of pay for the loss of a planning period; and/or
b) Basic contract that is pro-rated for every additional student they teach over the maximum number of students permitted per day.[1]

A teacher who wishes to volunteer for numbers 1 or 2 above must enter into a signed agreement with the District prior to the teacher giving up his/her planning period or teaching more than the maximum number of students per day. A teacher shall not be eligible to receive compensation until after the agreement has been signed. The maximum length of the signed agreement between the teacher and the District shall be for the semester the agreement is signed.

Neither the District nor the teacher are obligated to:

- Enter into an agreement;
- Renew an agreement; or
- Continue an agreement past the semester in which the agreement is signed.

The provisions of the Teacher Fair Dismissal Act, A.C.A. § 6-17-1501 et seq., do not apply to an agreement between a teacher and the District entered into under this policy.

Note: [1] The method used to determine the amount of pay for teaching more than the maximum number of students is:

1) Take the teacher's salary from the salary schedule;
2) Divide the teacher's salary by one hundred fifty (150); and
3) Multiply the resulting number by the number of students the teacher is teaching above one hundred fifty (150).

Legal Reference: A.C.A. § 6-17-812

Date Adopted: 6/22/2015
Last Revised

3.55— LICENSED PERSONNEL VIDEO SURVEILLANCE

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

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

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

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

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

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

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

Note: Mirror policies - 4.48 and 8.29

Date Adopted: 5/26/2009
Revised: 6/27/2011

3.56---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.[1]

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

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

1. Place the student into another appropriate classroom;
2. Place the student into in-school suspension;
3. Place the student into the District's alternative learning environment; in accordance with Policy 5.26—ALTERNATIVE LEARNING ENVIRONMENTS;
4. Return the student to the class; or
5. Take other appropriate action consistent with the District's student discipline policies and state and federal law.

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

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

3.56---TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM

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: [1] 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: 6/27/2013
Last Revised: 1/26/2015

3.57—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: 5/26/09
Last Revised: 6/25/2012; 1/24/2013