

## **2018-2019**

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(Ark. Code Ann. § 6-17-915 changes the term “certified” to “licensed”)

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# **LICENSED PERSONNEL**

### 3.0—STAFF INVOLVEMENT – PERSONNEL POLICIES COMMITTEE

1. Purpose. The district personnel policies shall be reviewed by the Personnel Policy Committee (PPC) as outlined in this policy. The purpose of any review shall be to update existing personnel policies in order to bring them in compliance with changes in state and federal law: changes in State Department of Education procedures, regulations, and policies; amendments caused by changes within the school district or desired changes in the school district’s policies, procedures, philosophy, or benefits.
2. Definition. “Personnel policy shall be defined as any guidelines to be followed by employees in carrying out the manner of their work (adopted May 8, 1996) and other terms and conditions of employment.
3. Elections. Personnel Policy Committee elections shall be held during the month of September. All elections shall be by open nomination and secret ballot. Teacher members of the PPC will serve staggered three-year terms. To accomplish this during the school term, existing members will draw for length of position. The committee will consist of two members from DeWitt Elementary School campus, two members from DeWitt Middle School campus, two members from DeWitt High School campus, and one member from Gillett Elementary School campus. Election results will be certified by the existing members of the PPC. When a vacancy occurs, the PPC will appoint, based on the previous election from that campus, at the next PPC meeting, a teacher to fill the vacated position. The appointee will serve until the next regular PPC election. At that time, an election will be held to fill the expired term.

(Amended May 8, 1996). The PPC will consist of seven (7) classroom teachers elected by classroom teachers and one (1) administrator appointed by the superintendent and approved by the school board. The superintendent may serve as an ex officio member of the committee. Classroom teachers will include librarians, counselors, and other nonsupervisory personnel.

4. Procedure – The PPC shall organize itself during the first quarter of the school year, elect a chairperson, recording secretary, and vice-chairperson and develop a calendar of monthly meetings. Minutes of all committee meetings shall be promptly reported and distributed to the school board and posted in the buildings of the district. The secretary will be responsible for notifying members of meetings according to the established calendar.

If a policy change is necessary for the efficient operation of the district or is mutually agreed upon, it may be proposed to the board by the superintendent. However, no policy shall be changed or implemented in the current school year unless it is mutually agreed upon by a majority of the board and the faculty. Any proposals made by the PPC to the board must be presented to the superintendent at least five (5) days in advance of being submitted (deleted May 8, 1996 by the superintendent) to the board. (adopted May 8, 1996) The PPC chairman or the committee member designated by the chair will have the opportunity to orally present the committee’s proposed policies or amendments to the existing policies to the board.) Either the committee, board of directors, or administration may propose new personnel policies or amendments to existing policies provided that such proposals have been submitted to the committee at least (amended

May 8, 1996) five (5) working days prior to the presentation to the board. After presentation to the board, final action may be taken at the next regular board meeting. PPC teacher and administrator members shall finalize the language of proposed policy changes by May for presentation to the board (amended May 8, 1996, March school board meeting for the first reading.) The board shall have the authority to adopt, reject, or refer back to the PPC for further study and revision, any proposed policies or amendments to existing policies (adopted May 8, 1996.....at the April meeting.)

5. Handbook. Each teacher or administrator being employed by the district for the first time shall be given a copy of the district's policies in effect at the time of his/her employment. Each teacher or administrator who was employed before the effective day of this policy shall be given a copy of the policies at the time his/her contract is renewed or extended. Each teacher or administrator be furnished a copy of any amendments to the personnel policies within thirty (30) days after approval of such amendments by the board.

Legal References: Ark. Code 6-17-601 through 6-17-206;  
Act 56 of 1980; Act 479 of 1989; Act 170 of 1991;  
Act 1187 of 1993; Act 1260 of 1995; Act 1031 of 1997

Date Adopted: 6/30/04  
Date Revised: 12/10/13

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

State law requires each district to include its teacher salary schedule, including stipends and other material benefits,<sup>1</sup> in its written personnel policies unless the district recognizes a teachers' union in its policies for, among other things, the negotiation of salaries. For the purposes of the salary schedule, a teacher will have worked a "year" if he/she works at least 160 days.

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

Districts shall distribute funding for health insurance coverage in accordance with state law, the Affordable Care Act, and policy 7.23-Health Care Coverage and the Affordable Care Act. The District reserves the right to adjust the monthly distribution as necessary to account for changes in staffing, student population, and the ADE determination of the funding required to be distributed based on the funding matrix. Specifically, the amount distributed to each employee is NOT part of their salary and is NOT guaranteed to be the same from month-to-month or year-to-year.<sup>3</sup>

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 administration office. The appropriate salary increase will be reflected in the next paycheck provided it is at least two weeks<sup>3</sup> from the time the notice and documentation is delivered. All salary changes will be on a "go forward" basis, and no back pay will be awarded.

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

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

Therefore, the DeWitt School District Board of Directors approves and resolves that the a spread sheet including those explanations are a factual representation of the raises given for the school year."

Cross Reference: Policy 1.9—POLICY FORMULATION

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

Date Adopted: 6/30/04

Revised: 6/12/07, 6/10/08, 6/9/09, 6/14/2011,07/10/2012,08/13/13,5/13/14,4/11/17

**DEWITT SCHOOL DISTRICT  
SALARY SCHEDULE  
2018-2019**

\$1,000.00 increase to base  
Add a step at Step 20 (19 years experience)  
Adopted: 4/11/2017

STEP	EXPERIENCE	BACHELORS	MASTERS
1	0	\$36,535.00	\$40,784.00
2	1	\$37,010.00	\$41,284.00
3	2	\$37,485.00	\$41,784.00
4	3	\$37,960.00	\$42,284.00
5	4	\$38,435.00	\$42,784.00
6	5	\$38,910.00	\$43,284.00
7	6	\$39,385.00	\$43,784.00
8	7	\$39,860.00	\$44,284.00
9	8	\$40,335.00	\$44,784.00
10	9	\$40,810.00	\$45,284.00
11	10	\$41,285.00	\$45,784.00
12	11	\$41,760.00	\$46,284.00
13	12	\$42,235.00	\$46,784.00
14	13	\$42,710.00	\$47,284.00
15	14	\$43,185.00	\$47,784.00
16	15	\$43,660.00	\$48,284.00
17	16	\$44,135.00	\$48,784.00
18	17	\$44,135.00	\$48,784.00
19	18	\$44,135.00	\$48,784.00
20	19	\$44,610.00	\$49,284.00



**DEWITT SCHOOL DISTRICT  
2017-2018 STIPEND SCHEDULE**

**Administrator Stipends**

Elementary/Jr. Principal	7,660.80
High School Principal 6/13/2017	11,000.00
JVCD Director 7/12/2016	9,715.80
0-15 Evaluated Employees	500.00
16-31 Evaluated Employees	1,000.00
32-47 Evaluated Employees	1,500.00
48 or more Evaluated employees	2,000.00
0-150 Supervised Students	1,000.00
151-250 Supervised Students	2,000.00
251-400 Supervised Students	3,000.00
401 or more Supervised Students	4,000.00

Home Duty 500.00

Away Duty 500.00

Assistant Principal 3,000.00

JVD Counselor 2,250.00

Dean of Students 3,000.00

Director of Maintenance 10,000.00

Director of Transportation 10,000.00

\*Athletic Director \$6,000 if other than Ass't Supt or \$4,000 if Head Football Coach

**Sponsorship Stipends**

Sr. Cheerleader 2,000.00

Jr. Cheerleader 1,500.00

Sr. Class 800.00

Jr. Class 800.00

Sr. Student Council 1,200.00

Jr. Student Council 500.00

**Other Stipends**

Coordinator/Supervisor 2,000.00

Gifted/Talented Coord. 1,000.00

Parent Facilitator 1,000.00

Annual 1,500.00

Newspaper 750.00

Choir 500.00

Jr./Sr. Play 500.00

Academic Coach 1,800.00 for teachers serving a dual position

Transportation 2,000.00

District Treasurer 2,000.00

APSCN/Cycle Coord 2,000.00

Asbestos/Facility Study 2,000.00

**Athletic Stipends**

Head Football Coach 2,500.00\*

Ass't Sr. Football 1,200.00

Jr. Football 1,500.00

Ass't Jr. Football 1,000.00

Head Sr. Basketball 2,500.00

Ass't Sr. Basketball 1,200.00

Head Jr. Basketball 1,500.00

Ass't Jr. Basketball 1,000.00

Head Baseball/Softball 1,500.00

Ass't Baseball/Softball 800.00

Sr. Track 1,200.00

Ass't Sr. Track 650.00

Jr. Track 1,000.00

Ass't Jr. Track 550.00

Golf 800.00

Cross Country 1,200.00

Weight Lifting 1,500.00

7<sup>th</sup> grade athletics 500.00

**Band Stipends**

Sr. Band 2,500.00

Ass't Sr. Band 1,000.00

Jr. Band 1,500.00

Ass't Jr. Band 800.00

Adopted June 10, 2008

Chess Team Coach 250.00

Quiz Bowl Coach 400.00

Bowling Coach 400.00

Adopted July 15, 2008

Director of Football Operations 7,583.20

K-8 Curriculum Director/District Grant

Writer 9,160.80

Adopted March 10, 2015 (effective 7-1-15)

Primary Head Basketball 2,500.00

Primary Head Baseball/Softball 1,500.00

HVAC Technical	2,000.00	Primary Head Jr. Basketball	1,500.00
Pre-School Program Director 07/12/16)	3,000.00		
Adopted May 10, 2016 Speech Language Pathology	\$3,000.00	NBPTS	\$2,500.00

### 3.1A—SALARY DEDUCTIONS

1. The compulsory deductions listed below will be made from the salary of licensed personnel. Adjustments will be made as needed as required by law.

- State Income Tax - deducted monthly
- Federal Income Tax - deducted monthly
- Teacher Retirement – deducted monthly
- Social Security – deducted monthly
- 

Guidelines for Authorization of Payroll Deductions (adopted April 11, 1989)

2. The DeWitt School District realizes the need and convenience for payroll deduction. It also realizes the need for some control. Therefore, the following will govern the usage of payroll deductions.
3. The DeWitt School District will make the monthly deductions mandated by law. Other payroll deductions, governed by the Administration Office, will be deducted beginning with the July payroll. These will be based on the itemized payroll deduction form sent to employees with their contract which must be properly filled out and signed by the employee prior to July and returned to the Administration Office.
4. Beginning July 1, 1992, payroll deductions will be authorized when:  
A request is made in writing to the superintendent by a school employee and fifteen (15) percent of the school employees sign intent forms to participate. (Amended April 14, 1992).
5. The current existing companies to be grand-fathered in are:  
Blue Cross Blue Shield - Medical Insurance  
American Family Life – Cancer Insurance  
USABLE Life – Accident Insurance  
The Travelers Insurance – Annuity Program  
The Equitable Insurance – Annuity Program  
Arkansas Education Association – Professional Dues  
Arkansas Administrators Association – Professional Dues
6. The amount the employee certifies to be withheld prior to July 1 will remain the same for the entire school year. The exception being, an employee may terminate or change a payroll deduction upon written notification to the Administration and the appropriate change forms are filled out and signed by the employee.

Legal References: Ark. Code 6-17-803; 6-17-804; 6-17-805

Date Adopted: 6/30/04

Last Revised:

### **3.1B—DISTRIBUTION OF FUNDS**

Any increases in funds received by the district for any school year that are required to be paid to licensed personnel will be distributed equally by adding a step (increment) to the salary schedule; or the funds will be distributed unequally based on a majority vote of the teachers and approved by the board.

Legal References: Arkansas Minimum Foundation Program, 1993

Date Adopted: 6/30/04

Last Revised:

### **3.1C—PAYROLL PROCEDURES**

1. All payrolls shall be prepared on the basis of individual salaries approved by the board and upon the amount of time served by each person in the payroll period as certified by the business manager.
2. Payment of salary – Newly employed licensed staff on a non-extended contract, who are eligible, will be paid in eleven monthly installments based on the contracted salary amount, beginning in August of the fiscal year for the first year of employment.

All continuing licensed personnel who are eligible, will be paid in twelve monthly installments based on the contracted salary amount beginning in July of the fiscal year. Designated pay dates will be recommended by the Superintendent and approved by the Board of Directors.

Legal References: AR Code 6-17-804, 6-17-805

Date Adopted: 5/10/16  
Last Revised:

## 3.2—LICENSED PERSONNEL EVALUATIONS

### Definitions

“Beginning administrator” means a building level or district level leader who has not completed three (3) years of experience as a building level or district level administrator.

“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.<sup>1</sup>

“Novice teacher” is a teacher who has less than three (3) years of public school classroom experience.

"Teacher" has the same definition as A.C.A. § 6-17-2803(16)

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. All teachers, other than novice teachers, will have a summative evaluation over all domains and components at least once every four (4) years. To establish the initial four (4) – year rotation schedule for teachers, other than novice teachers, to be summatively evaluated at least one-quarter  $\frac{1}{4}$  of each school’s teachers, other than novice teachers, will be selected for evaluation by \_\_\_\_\_. Novice teachers will receive a summative evaluation in the year following the completion of their novice period and will be added to the four (4) year summative evaluation rotation for following years. A teacher who transfers into the District from another Local Educational Agency (LEA) shall be added to the four (4) year summative evaluation rotation based on when the teacher’s most recent summative evaluation was conducted.<sup>3</sup>

All teachers shall develop a Professional Growth Plan (PGP) annually that identifies professional growth outcomes to advance the teacher’s professional skills and clearly links personalized, competency-based professional learning opportunities to the professional growth outcomes. The teacher’s PGP 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.

Following a summative evaluation the teacher shall receive an overall performance rating that is derived from.<sup>4</sup>

1. A written evaluation of the teacher's performance on all evaluation domains as a whole;
2. The evaluation framework and evaluation rubric appropriate for the teacher's role;
3. Multiple sources of evidence of the teacher's professional practice including, but not limited to:
  - a. Direct observation;
  - b. Indirect observation;
  - c. Artifacts; and
  - d. Data; and
4. Presentations of evidence chosen by the teacher, the evaluator, or both.

The Summative evaluation shall provide an opportunity for the teacher to discuss the review of the evidence used in the evaluation and provide feedback that the teacher can use to improve his/her teaching skills and student learning.

While teachers are only required to be summatively evaluated once every four (4) years, the teacher's evaluator may conduct a summative evaluation in any year.

A teacher shall continue to demonstrate a commitment to student learning in formative years by furthering the teacher's professional growth and development as guided by the teacher's PGP. The teacher's evaluator, or one or more individuals selected by the evaluator, shall support the teacher on an ongoing basis throughout the formative years by;

- Providing teachers with immediate feedback about teaching practices;
- Engaging teachers in a collaborative, supportive learning process, and
- Helping teachers use assessment methods supported by evidence-based research that inform the teacher of student progress and provide a basis for adopting teaching practices.

An overall performance rating is not required in a formative year.

### **Building Level or District Level Evaluations**

Building level or district level leaders will be evaluated under the schedule and provisions required by the Leader Excellence and Development System (LEADS).

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

Building level or district level leaders, except for beginning administrators, shall have a summative evaluation at least once every four (4) years. To establish the initial four-year rotation schedule for building level or district level leaders, except for beginning administrators, to be summatively evaluated, at least one quarter (1/4) of each school's building level or district level leaders will be selected for evaluation by \_\_\_\_\_. Beginning administrators shall have a summative evaluation in the year following the completion of their beginning administrators period and will be added to the four (4) year summative evaluation rotation for following years. A building level or district level leader who transfers into the District from another LEA shall be added to the four (4) year summative

evaluation rotation based on when the building level or district level leader's most recent summative evaluation was conducted.<sup>3</sup>

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.

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

The Superintendent, or designee shall use the evaluation framework and rubric that is appropriate to the role and responsibilities of the building level or district level leader when conducting the building level or district level leader's summative evaluation. The building level or district level leader's summative evaluation shall result in a written overall performance rating that is based on multiple sources of evidence of the building level or district level leader's professional practice, which may include:

- a. Direct observation;
- b. Indirect observation;
- c. Artifacts; and
- d. Data.

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 school's inquiry category - or district-level leader's progression on his or her professional growth plan.

While building level or district level leaders are required to be summatively evaluated once every four (4) 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 artifacts you will require; how many informal evaluations will be conducted; or the dates for when the summative evaluations will take place.

Districts with a waiver to employ unlicensed individuals as teachers or administrators should add the following sentence to Policy 8.2—CLASSIFIED PERSONNEL EVALUATIONS: *Individuals employed under the District’s waiver as unlicensed teachers and administrators shall be evaluated under Policy 3.2—LICENSED PERSONNEL EVALUATIONS.*

<sup>1</sup> 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.

<sup>2</sup> 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 (1/4) of your candidate pool.

<sup>3</sup> There is not requirement for you to place an individual who transfers into the district from another LEA into the rotation for a summative evaluation based on when their last summative evaluation took place. If you choose, you could require that all individuals who transfer into the district have a summative evaluation at the end of the year they transfer into the district regardless of when the individual’s most recent summative evaluation took place.

<sup>4</sup> In addition to the items listed in the policy, you may include peer observations and/or student feedback in the list of items to be looked at during the summative evaluation.

You have the option to allow a teacher’s work for National Board certification or renewal certification to be substituted for portions of the summative evaluation; If you choose to do so, add the following language:

*A teacher's work completed for the certification or renewal of a certification from the National Board for Professional Teaching Standards may be substituted for the whole or any part of the summative evaluation.*

Cross Reference: 8.2—CLASSIFIED PERSONNEL EVALUATIONS

Legal References: A.C.A. § 6-17-2801 et seq.  
A.C.A. § 11-3-204  
ADE Rules Governing Educator Support and Development

Date Adopted: 6/30/04



Last Revised: 6/10/14, 6/30/15, 5/09/17, 4/10/18



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

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

Date Adopted: 6/30/04  
Last Revised:

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

#### **SECTION ONE**

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

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

If a reduction in force becomes necessary in a licensure area and/or specific grade level(s), the teacher's length of service in the district shall be the initial determining factor. The teacher with the most years of employment as a licensed teacher in the district as compared to other teachers in the same licensure area and/or specific grade level(s) shall prevail. Length of service in a classified position shall not count for the purpose of length of service for a licensed position. Total years of service to the district shall include non-continuous years of service. Being employed fewer than 160 days in a school year shall not constitute a year.

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

#### **Points**

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

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

Service in any position not requiring teacher licensure does not count toward years of service.

Being employed fewer than 160 days in a school year shall not constitute a year.

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

1 point – Master's Degree

2 points – Master's Degree plus thirty additional hours

3 points – Educational Specialist Degree

4 points – Doctoral degree

- National Board of Professional Teaching Standards certification – 3 points
- Additional academic content areas of endorsement as identified by the State Board – 1 point per area
- Licensure for teaching in a State Board identified shortage area – 2 points

- Multiple areas and/or grade levels of licensure as identified by the State Board – 1 point per additional area or grade level as applicable. For example, a P-4 license or a 5-8 social studies license is each worth one point.

When the District is conducting a RIF, all potentially affected teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points to the superintendent whose decision shall be final. Except for changes made 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.<sup>1</sup> A partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

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

A teacher shall not have the right to be recalled to a licensed position that is less than a 1.0 full-time equivalent (FTE), has less authority or responsibility, or that has a lower compensation level, index or stipend. No teacher shall have any right to be recalled to any position that is for a longer contract period, has greater authority of responsibility, is for greater than the former FTE, or that is at a higher compensation level, index or stipend.

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

## **SECTION TWO**

### **Option A**

In the event the district is involved in an annexation or consolidation, teachers from all the districts involved will be ranked according to years of service, licensure, degrees, and training. A year of teaching at an annexed or consolidated

district will be counted the same as a year at the receiving or resulting district. No credit for years of service will be given at other public or private schools, or for higher education or Educational Service Cooperative employment.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: 6/30/04

Last Revised: 6/15/06, 7/10/12, 5/13/14

### 3.5—LICENSED PERSONNEL CONTRACT —RETURN COMPENSATION GUIDES

#### A. CONTRACTS

1. Teachers are employed on an annual basis and are given a written contract as provided by law. The board elects each year, not later than its April meeting, their personnel to be employed for the next school year. Offers by the board to renew contracts shall expire if not accepted in writing and returned to the office of the superintendent thirty (30) days after the contract is issued to the teacher. The teacher shall have the right to unilaterally rescind any signed contract no later than ten (10) days after the end of the school year.

- a. If the executed (properly signed) contract is not received within this time period, the teaching position for which the contract is issued will be deemed vacant and the board will proceed to employ an individual to fill the position.
  - b. In conformity with the Arkansas Continuing Contract Law, teachers are automatically re-employed unless notified by May 1 of the contract year by the superintendent that the superintendent is recommending that the teacher's contract not be renewed.
  - c. When teachers are initially employed in a position that involves duties and extra-curricular activities and they resign any part of the duties for which they are initially employed, they resign the entire position for which they are employed. This may be waived by the superintendent of schools. (Initially employed means when a teacher is contracted by the district for the first time or is employed following a break in the local contractual sequence).
  - d. If additional days are added to a teacher's contract or if the teacher is required to work more days than provided for under the teacher's contract, then the teacher's pay under the contract shall be increased proportionately so that the teachers will receive pay for each day added to the contract or each additional day the teacher is required to work at no less than the daily rate paid to the teacher under the teacher's contract.
- Adopted May 8, 1996
- e. Summer school contracts will be issued as soon as possible after the June board meeting.

#### B. SALARIES

1. All employees' salaries will correspond to an adopted salary schedule according preparation, experience, and position.

#### C. BENEFITS

1. Licensed personnel employed by the district will be provided the following benefits:
  - a. All teachers in the teaching profession in Arkansas automatically become members of the teacher retirement system, either contributory or non-contributory.
  - b. Each contributory member's contribution shall be deducted each payroll period and shall be remitted to a teacher retirement system.

c. Each employee is included in social security coverage. The employee contributes that required by Federal Law. The district matches this contribution of the employee.

d. All school employees are covered by Workman's Compensation for on-the-job injuries.

e. All employees are covered by unemployment insurance. To qualify for workman's compensation benefits, all employees injured on-the-job must follow outlined procedures described below.

(1) Employee must notify their supervisor or principal immediately of injury.

(2) Employee must immediately then notify central office and fill out forms relating to accident. The central office will send notice of accident to the Workman's Compensation office.

(3) The steps outlined above must be followed even if the employee does not feel it is necessary to go to the doctor at the time of the accident. Complications may occur later to require medical treatment. If the steps above have been followed there will be no problems filing a claim for medical treatment at a later date.

(4) You should not go to the doctor or hospital prior to procedures 1 and 2 except in an extreme emergency. If this occurs, the accident report should be filled out immediately following a visit to the doctor or hospital by yourself if possible, if not by your supervisor.

f. Each full-time employee will be given an annual activity pass allowing him/her to attend all functions at the school free of charge (i.e., athletic events, plays, assemblies, etc.) The activity pass does not cover children or relatives of the employees

Legal Reference: A.C.A. § 6-16-1506c(1)

Date Adopted: 6/30/04

Last Revised: 6/14/11



### **3.5A—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION**

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

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

A Workers' Compensation absence may run concurrently with FMLA leave 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 who has been cleared by his/her doctor to return to "light duty" but the District has no such position available for the employee and the employee's second job qualifies as "light duty".

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

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

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. § 11-9-51(a)(3)(A)(i)

Date Adopted: 07/16/09

Date Revised: 08/13/13, 5/13/14, 6/30/15, 7/12/16

### **3.5B—RESIGNATIONS**

1. The contracts for teaching personnel shall be binding on both the school district and the teacher.
2. An employee may offer a printed resignation at any time, with the acceptance of the resignation being at the discretion of the district.
3. A teacher who resigns shall furnish the principal with evidence of satisfactory completion of all records up to the date on which the resignation becomes effective, otherwise, final pay check will be held until all reports have been made.
4. A teacher who resigns shall provide the principal with a summary of work completed, of pupil progress to date, and of classroom plans for the immediate future.
5. Vacancies shall be posted in the administrative offices and in the teacher's lounges in April and May.

Legal References: Ark. Code 6-17-1506

Date Adopted 6/30/04

Last Revised:

### **3.5C —RETIREMENT**

1. The DeWitt School District would like to express our appreciation to individuals that have given many years of service to the teaching profession. In order to do this, the following policy is in effect:

- a. The district will pay the retiree for accumulated sick leave up to a maximum of ninety (90) days of the prevailing rate per day paid to substitute teachers in the district.  
(Adopted 5-12-15) Retirement pay shall be based on the rate of pay for non-degree holding substitutes as of the first day of school of the school year in which the person retires.
- b. The retiree must have taught for a minimum of twenty-five years in public elementary or secondary education.
- c. The retiree must have taught, and be presently teaching, in the DeWitt School District for a minimum of ten (10) years.

2. The Age Discrimination Employment Act of 1986 forbids requiring any employee to retire because of age.

Legal References: Age Discrimination Employment Act of 1986 as amended

Date Adopted: 6/30/04

Last Revised: 06/3015

### **3.5D—SUBSTITUTE TEACHERS**

The DeWitt School District contracts substitute teachers through SUBTEACH USA.

The Board recognizes that pay for substitute teachers will have to be adjusted periodically; therefore, these adjustments will be made at their discretion and on recommendation of the administration.

Compensation for substitute service is based on the following daily rates. (a and b updated 8-9-16)

- a. Non-Degree 0-10 days: \$65  
Non-Degree Over 10 consecutive days in the same position: \$70
- b. Degreed 0-10 days: \$70  
Degreed Over 10 consecutive days in the same position: \$85

Legal References: Standards for Certification of Arkansas Teachers

Date Adopted: 6/30/04

Last Revised: 11/12/13, (c)5/13/14, (d) 8/12/14, 8/9/16, 03/14/2017

### **3.5E—VACATIONS**

All licensed personnel on a twelve (12) month working contract shall have holidays as specified and shall earn two (2) weeks annual leave. Vacation periods must be arranged with the superintendent.

Legal References: None

Date Adopted: 6/30/04

Last Revised:

### 3.5F—REIMBURSEMENT FOR COLLEGE EXPENSES

From time to time there is an emergency whereby a teacher, support staff, or administrator cannot be found to teach a certain class or position. This policy will allow the DeWitt School District to ask an employee or individual to work on certification and be hired or transferred to teach a certain class or attain a certain position if they agree. The DeWitt School District will pay for the following expenses per approval by the Superintendent:

Expenses:	Amount
1. Tuition	\$ _____
2. Textbook(s)	\$ _____
3. Mileage if car is not provided	\$ _____
4. Other (must be itemized)	\$ _____
Total Expenses	\$ _____

\_\_\_\_\_ (employee) will be reimbursed for the expenses after the course is completed, and a transcript and itemized receipts for expenses paid are on file in the Superintendent's Office. **IF** the college or university will charge the expenses to the district, the expenses will be paid directly to the college or university and not the employee. If a grade of "D" or "F" is made or the employee does not complete the course, the employee will not be reimbursed or will be responsible for reimbursing the school district if the district paid the

expenses. Also, the employee must teach or serve in the position for three years or they will be responsible for paying back the money to the district in the following manner:

- 1. No years of service. Employee will pay back 100% of the expenses.
- 2. One year of service. Employee will pay back 66% of the expenses.
- 3. Two years of service. Employee will pay back 33% of the expenses.
- 4. After third year of service. Employee will not pay back anything.

Any debt owed the school district will be withheld from the employee's last payroll check. Any debt owed by an individual will be turned over to small claims court.

Superintendent \_\_\_\_\_ Date \_\_\_\_\_

Employee or Individual \_\_\_\_\_ Date \_\_\_\_\_

Legal References: None

Date Adopted: 11/09/04

Date Revised:



### 3.6—LICENSED PERSONNEL EMPLOYEE TRAINING

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

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

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

The District shall develop and implement a professional development plan (PDP) for its licensed employees. The District's PDP shall, in part, align District resources to address the PD activities identified in the school's Arkansas Comprehensive School Improvement Plan (ACSIP) and incorporate the licensed employee's professional growth plan (PGP). The PDP 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 June 1 and May 31. A licensed employee may be required to receive more PD than the minimum when necessary to complete the licensed employee's PGP. All licensed employees are required to obtain thirty six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.<sup>2</sup>

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

The goal of all PD activities shall be improved teaching and learning knowledge and skills that 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 PDP plan shall be researched-based and standard-based and in alignment with applicable ADE rules and/or Arkansas code.

Teachers and 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 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 are still aligned to the employee's PGP, or the school's ACSIP. The District shall determine on an annual basis how many, if any, flex hours of PD it will allow to be substituted for district scheduled PD offerings. The determination may be made at an individual building, a grade, or by subject basis. The district administration and the building principal have the authority to require attendance at specific PD activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex PD hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the licensed employee's required hours shall equal one (1) contract day. Hours of PD earned by an employee that are in excess of the employee's required, but are either not at the request of the District or not pre-approved by the building principal shall not be credited toward fulfilling the required number of contract days for that employee. Hours earned that count toward the 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.

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

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

To the extent required by ADE Rules, employees will receive up to six (6) hours of educational technology PD that is to be 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 PDP plan includes such training, is approved for flex hours, or is part of the employee's PDP and it provides him/her with knowledge and skills for teaching:

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

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

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

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

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

Beginning with the 2018-19 school year, the district shall provide professional development for one (1) of the prescribed pathways to obtaining a proficiency credential in knowledge and practices in scientific reading instruction for teachers licensed at the elementary level or in special education and professional development for one (1) of the prescribed pathways to obtaining an awareness credential in knowledge and practices in scientific reading instruction for teachers licensed in an area other than the elementary level or in special education. The professional development will be designed so that, by the beginning of the 2021-2022 school year, all teachers employed in a teaching position that requires an elementary education license or special education license shall demonstrate proficiency in knowledge and practices of scientific reading instruction and all other teachers shall demonstrate awareness in knowledge and practices of the scientific reading instruction.

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; students' health and safety issues related to environmental issues, communicable diseases and sudden cardiac arrest. The training may include a component on best practices for a coach to educate parents of students involved in athletics on sports safety.

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

For each administrator, the thirty six (36) hour PD requirement shall include training in data disaggregation, instructional leadership, and fiscal management. This training may include the Initial, Tier I, 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.

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

By the end of the 2014-15 school-year, teachers shall have received professional awareness on the characteristics of dyslexia and the evidenced-based interventions and accommodations for dyslexia.

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 the state law and current ADE rules that deal with PD. 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 credit hour of a 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.

The district shall make available annually to licensed personnel at least thirty (30) minutes of professional development on recognizing the warning signs that a child is a victim of human trafficking and reporting a suspicion that a child is a victim of human trafficking.

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 Arkansas IDEAS);
- Micro-credentialing approved by ADE;
- Internships;
- State/district/school programs;
- Approved college/university course work;
- Action research; and
- Individually guided (to be noted in the employee's PGP

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 requirements.

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;



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: 6/30/04

Last Revised: 6/21/05, 6/15/06, 6/12/07, 7/16/09, 9/14/10, 6/14/11, 7/10/12, 8/13/13, 5/27/14, 4/14/15, 6/30/15, 7/12/16, 5/9/17



### **3.7—LICENSED PERSONNEL BUS DRIVER DRUG TESTING**

#### **Scope of Policy**

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

1. The employee shall possess a current commercial vehicle drivers license for driving a school bus;
2. Have undergone a physical examination, which shall include a drug test, 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.

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

#### **Methods of Testing**

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

#### **Definition**

Safety sensitive function includes:

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

"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. "School Bus" is a motorized vehicle that meets the following requirements:
4. Is operated for the transportation of students from home to school, from school to home, or to and from school events.

#### **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 of the driver's job responsibilities, has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

### **Testing for Cause**

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

### **Refusal to Submit**

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

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

- Failed to cooperate with any of the testing process; and/or
- Adulterated or substituted a test result as reported by the Medical Review Officer.

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

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

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

This policy is similar to policy 8.4.

- Legal References:
- A.C.A. § 6-19-108
  - A.C.A. § 27-23-201 et seq.
  - A.C.A. § 6-19-119
  - A.C.A. § 27-51-1504
  - A.C.A. § 27-51-1504
  - 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: 6/30/04, 4/14/15, 4/30/15, 6/30/15

Last Revised: 6/12/07, 7/10/12, 5/13/14, 4/14/15

### **3.7A—PAYMENT OF FEE FOR CRIMINAL RECORDS CHECK**

1. It shall be the policy of the board to require that all new licensed and new classified employees provide the results of a criminal record check prior to employment.
2. It is the policy of the district to pay the fee required for the criminal record check required before employing a licensed employee and a new classified employee.
3. Contracts will be issued only if prospective new employees pass the criminal record check as required by law.

Legal References: Acts 1312 & 1314 of 1997

Date Adopted: 6/30/04  
Last Revised

### 3.8—LICENSED PERSONNEL SICK LEAVE

The term teacher as used in the following provisions shall include any full-time employee of the school district who is compelled by law to secure a license from the State Board of Education as a condition precedent to employment.

1. Each teacher will be granted one (1) day sick leave for each month of contract to be accumulative to ninety (90) days. Up to ninety (90) days accumulative sick leave may be transferred to any school district in the State of Arkansas.
2. Beginning July 1, 1989, the school district will reward those teachers who have accumulated ninety (90) sick leave days by paying to the said teacher the prevailing substitute teachers daily wage for every day above ninety (90). The maximum number of days for one (1) year will be fourteen.
3. Teachers securing employment with the district during the school year may accumulate one (1) day leave for each month employed.
4. Sick leave absence with full pay will be granted for personal illness, illness or death in the employee's immediate family. "Immediate family" means an employee's spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee. All funerals may be counted as sick leave.
5. A statement from a physician will be required for every three (3) consecutive days of sick leave absences or three (3) consecutive days of absence using any combination of sick leave and personal leave or full pay will be deducted.
6. The superintendent of schools shall maintain a record of each teacher's accumulated and used sick leave.
7. The superintendent and principals reserve the right to pass on cases not covered by the above reasons.

An employee shall be credited with one (1) day of sick leave in the event the used one (1) day of sick leave on a mandatory professional development (PD) so long as the employee makes up the missed mandatory PD day on a noncontract day. Costs and expenses associated with the make-up PD shall be the responsibility of the employee unless agreed to in writing by the superintendent or the superintendent's designee for the expenses to be covered by the district.

#### Part I. Emergency Sick Leave Extension (Adopted 12-10-87)

In the event of a prolonged illness or serious accident to a full-time employee which requires hospitalization, an emergency grant of additional days shall be made available. (All days accumulated under sick-leave must be used prior to issuance of an emergency grant). Full-time employee is defined as one who works twenty or more hours per week. This grant will not apply in situations where workman's compensation is in effect and applies to the employee only.

1. A teacher or employee must have three years' experience in the DeWitt School District before being eligible for this extension.
2. The emergency sick leave extension is not to exceed ten (10) days.

3. Once a teacher or employee uses any part of the sick leave extension, one year must elapse before the extension can become available to that teacher or employee again. (One contract year). (Any part refers to consecutive days used as one time). 4/13/00
4. If the principal or superintendent have any questions regarding the validity of a prolonged or excessive absence, the administration reserves the right to require a doctor's statement substantiating the reason for the absence.
5. Emergency extensions – will not apply to pregnancy unless personal complications arise which would be certified by a physician.

Part II. Catastrophic Emergency Sick Leave Extension for Family Member (Adopted November 8, 1988) (Amended April 10, 1990)

In the event of a prolonged life threatening illness or life threatening accident to a full-time employee's spouse, child, parents, or household member which requires hospitalization, an emergency grant of additional days shall be made available. (All days accumulated under sick leave must be used prior to issuance of an emergency grant). Full-time employee is defined as one who works twenty or more hours per week.

1. A teacher or employee must have three years experience in the DeWitt School District before being eligible for this extension.
2. The catastrophic emergency sick leave extension for family members is not to exceed ten (10) days.
3. Once a teacher or employee uses any part of the emergency sick leave extension one year must elapse before the extension can become available to that teacher or employee again. (One contract year). (Any part refers to consecutive days used at one time). (4/13/00)
4. If the principal or superintendent has any questions regarding the validity of the request, the administration reserves the right to require a doctor's statement substantiating the reason for the request.
5. Emergency extensions will not apply to pregnancy unless personal complications arise which would be certified by a physician.
6. Any emergency leave extension shall be reviewed case by case and determination made on an individual basis.

Make retroactive to July 1, 1988 to include 1988-89 school year.

Should a teacher be absent frequently during a school year, and if such a pattern of absences continues, or is reasonably expected to continue, the Superintendent may relieve the teacher of his assignment (with Board approval) and assign the teacher substitute duty at the teacher's daily rate of pay. Should the teacher fail, or otherwise be unable, to report for substitute duty when called, the teacher will be charged a day of sick leave, if available.

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

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

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

Cross Reference:                   3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT  
                                          3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE  
                                          3.5A—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS'  
                                          COMPENSATION

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

Date Adopted:               6/30/04  
Last Revised:               6/21/05, 6/12/07, 6/10/08, 6/14/16, 4/11/17

### 3.8A—LICENSED PERSONNEL – BEREAVEMENT POLICY

In the event of the death of the following, a full-time employee may take up to three (3) business days of bereavement per event.

Spouse	Grandchild/Stepgrandchild	Brother-in-law/Step
Child/Stepchild	Grandparent/Stepgrandparent	Sister-in-law/Step
Parent/Stepparent	Mother-in-law/Step	Daughter-in-law/Step
Sibling/Stepsibling	Father-in-law/Step	Son-in-law/Step

Employees may take up to one day of bereavement leave per year for funerals of persons not listed above without loss of personal leave, sick leave or loss of pay.

A program from the service must be presented to the administration office, along with the absentee.

Bereavement days cannot be accumulated.

**Performance at Funerals** – Employees must use personal leave time when performing at a funeral unless the funeral is that of a family member mentioned above. This includes both paid and unpaid performances.

Date Adopted: 6/14/11

Last Revised: 01/13/14, 6/4/15

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

Purpose of Policy:

To help members in extreme emergencies, such as open heart surgery, terminal cancer, extensive cancer treatment, organ transplants, or other catastrophic illnesses or disabilities. All existing sick, personal, and extended days must be exhausted before this policy can be used.

*District licensed* personnel shall have the option of transferring sick leave days to other district licensed personnel. This will be an individual decision. There is no guarantee the day or days will be donated back to the individual that gives the day or days. The individual that wants to transfer the day or days will fill out a form and submit it to the bookkeeper. The form will contain the signature of the giving party and the receiving party. Forms may be picked up at the central office.

*District Classified* personnel shall have the option of transferring sick leave days to other classified personnel. This will be an individual decision. There is no guarantee the day or days will be donated back to the individual that gives the day or days. The individual that wants to transfer the day or days will fill out a form and submit it to the bookkeeper. The form will contain the signature of the giving party and the receiving party. Forms may be picked up at the central office.

Any questions that may arise as to who is eligible should be directed to the sick leave transfer policy committee composed of three members of the personnel policies committee.

Legal References:     None

Date Adopted: 6/30/04

Last Revised:



### **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<sup>2</sup> 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:       A.C.A § 6-17-114 (a)(d)

Date Adopted: 6/30/04

Last Revised: 6/21/05, 7/10/12

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

#### Personal Leave

1. Absences for personal reasons may be allowed, provided at least two (2) days notice is given. Teachers from each school may be approved on any given day on a first come, first served basis. Any additional teachers may be approved at the principal's discretion, and if circumstances warrant such action. Requests will be granted only for the number of teachers for whom substitutes can be secured or other arrangements made. 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.
2. Teachers may be granted two (2) days personal leave, per school year, with full pay.
  3. As of July 1, 2001, any licensed personnel who has accumulated 15 years through 18 years of service will have the option of trading a sick day for a personal day without loss of pay. Any licensed personnel who has accumulated 19 years through 24 years will have the option of trading two sick leave days for two personal days without loss of pay. Any certified personnel who has accumulated 25 through 29 years of service will have the option of trading three sick leave days for three personal days without loss of pay. Any licensed personnel who has accumulated 30 years or more of service will have the option of trading four sick leave days for four personal days without loss of pay.
  4. Teachers who have not used their personal days may choose to change their personal days into sick days. The teacher will have a chance to make the change at the end of each school year. Teachers are not allowed to carry over their personal days at the end of the school year. All days will be exhausted prior to loss of pay.
  5. Any other leave will be granted on an individual basis following principal-superintendent consultation.

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

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

## **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/her duties.

A teacher may be absent without loss of pay for any of the following reasons provided the absence is approved in advance by the principal:

- a. School business or educational meetings.
- b. Attendance at professional or civic organization meetings provided the teacher is an officer or an elected delegate and the principal and the superintendent approved such absence in advance.
- c. For all absences in excess of maximum described above, for all absences due to causes other than those specified above, the full amount of the daily salary shall be deducted regardless of whether school is in session the full day or not. The daily salary shall be the gross salary divided by the number of days worked in any particular year’s contract.

Any teacher who has been employed by the DeWitt School District three (3) consecutive years or more may be granted one (1) years absence, without pay, for advanced study, with a guarantee of his/her position or its equivalent upon returning if the teacher notifies the superintendent of his/her intention by March 1<sup>st</sup>.

Professional leave will also be granted when a school district employee is subpoenaed for a matter arising out of the employee’s employment with the school district. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor’s decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the district’s students will be taken into consideration in reviewing a request for professional leave.

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

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

Notes: The provisions of Act 1028 of 2007 which gives state employees eight (8) hours of paid leave to attend their children’s school educational activities do **NOT APPLY TO PUBLIC SCHOOL EMPLOYEES.**

Legal References:       A.C.A. § 6-17-211  
                                  A.C.A. § 21-4-216

Date Adopted: 6/30/04

Last Revised: 6/12/07, 6/10/08, 7/10/12, 8/13/13, 7/12/16

### **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.<sup>1</sup>

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

Notes: <sup>1</sup>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 classrooms, 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: 6/12/07

Last Revised:

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

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

No 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: 6/30/04

Last Revised: 7/10/12,7/12/16

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

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

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

Legal Reference:       A.C.A. § 16-31-106

Date Adopted: 6/30/04  
Last Revised: 09/14/10

### **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 him, shall be granted a leave of absence for up to one (1) year from the date of the injury, with full pay.

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

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

Legal Reference:       A.C.A. § 6-17-1209

Date Adopted: 6/30/04

Last Revised:

### **3.16—LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES**

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

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

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

Date Adopted: 6/30/04

Last Revised: 7/10/12, 4/14/15, 6/30/15



**3.17—**

Reserved the policy number for future use

Legal Reference: A.C.A. § 6-17-106

Date Adopted: 6/30/04, 4/10/18

Last Revised:

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

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

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

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

When a licensed employee is additionally employed by the District in either a classified capacity or by a contract to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary licensed position employment contract shall prevail over all other employment duties unless the needs of the district dictate otherwise.<sup>1</sup> If there is a conflict between the expectations of the primary licensed position and any other contracted position, the licensed employee shall notify the employee's building principal as far in advance as is practicable. The building principal shall verify the existence of the conflict by contacting the supervisor of the secondary contracted position. The building principal shall determine the needs of the district on a case-by-case basis and rule accordingly. The principal's decision is final with no appeal to the Superintendent or the School Board. Frequent conflicts or scheduling problems could lead to the non-renewal or termination of the classified contract of employment or the contract to perform the supplementary duties.

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

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

Cross References:       3.8—LICENSED PERSONNEL SICK LEAVE  
                              3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE  
                              3.5A—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS'  
                              COMPENSATION

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

Date Adopted: 6/30/04  
Last Revised: 8/13/13, 5/13/14

### 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.

All teachers who begin employment in the 2021-2022 school year and each school year thereafter shall demonstrate proficiency or awareness in knowledge and practices in scientific reading instruction as is applicable to their teaching position by completing the prescribed proficiency or awareness in knowledge and practices of the scientific reading instruction credential either as a condition of licensure or within one (1) year for teachers who are already licensed or employed as a teacher under a waiver from licensure.

Before the superintendent may make a recommendation to the Board that an individual be hired by the District, the superintendent shall check the Arkansas Educator Licensure System to determine if the individual has a currently suspended or revoked teaching license. 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.

Inquiries on nondiscrimination may be directed to Julie Adams, who may be reached at 870-946-3814 or email at [jadams@dewittdragons.net](mailto:jadams@dewittdragons.net).

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

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

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

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

- a. A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or

- b. Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.

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

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

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

#### Arkansas Department of Education Rules Governing Background Checks

Legal References: A.C.A. § 6-17-301  
A.C.A. § 6-17-410  
A.C.A. § 6-17-411  
A.C.A. § 6-17-428  
A.C.A. § 6-17-429  
A.C.A. § 21-3-302  
A.C.A. § 21-3-303  
28 C.F.R. § 35.106  
29 C.F.R. § part 1635  
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: 6/30/04

Last Revised: 7/10/12, 5/13/14, 4/14/15, 6/30/15, 7/12/16, 5/9/2017, 4/10/18

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

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

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

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

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

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: 6/30/04

Last Revised: 6/12/07, 6/14/11, 7/10/12

### 3.21—LICENSED PERSONNEL TOBACCO USE

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

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

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

This statute requires posting the statute "...in a conspicuous location at every entrance to each building owned or leased by a public school district and every school bus used to transport students".

This model policy tracks the state law referenced below. It is not required to be in District policies, but it could be useful in informing employees of the statutory prohibition on all tobacco use.

Legal Reference: A.C.A. § 6-21-609

Date Adopted: 6/30/04  
Last Revised: 8/13/13

### **3.22—DRESS OF LICENSED EMPLOYEES (Teacher Dress Guidelines)**

As professionals, we must always set examples for our young people and parents. In doing so, dress is a very important part of that process.

- When jeans are worn, they may not have holes or frays and should be pressed.
- T-shirts with wording may not have suggestive or inappropriate messages.
- Clothing that exposes cleavage, midriff, or undergarments is prohibited.
- Shorts, skirts, and dresses should be no more than a dollar bill's width above the knees.

Date adopted: 6/30/04

Last Revised: 6/15/06

### **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 the classroom, in other than circumstances appropriate to the Frameworks and/or the curricular goals and objectives of the class.

Date Adopted: 6/30/04

Last Revised: 6/15/06



### 3.24—SOLICITATION/ADVERTISING

1. Solicitation
  - a. All salesmen desiring to visit the teachers of a school must have prior approval from the principal.
  - b. No employee of the school district is permitted to use his/her position in soliciting children or parents which involve the expenditure of money for goods, services, summer camps, etc.
  - c. Commercial solicitation of school employees or pupils during school hours must be approved by the administration.
  
2. Advertising in the Schools
  - a. Commercial advertising shall not be allowed in the schools unless approved by the administration.
  - b. Lists of names and addresses of teachers, pupils and/or parents shall not be given to any commercial firms for advertising purposes except by direction of the superintendent. This does not prohibit giving lists of high school seniors to bona fide educational institutions.

Legal References: None

Date Adopted: 6/30/04

Last Revised:

### 3.25—LICENSED PERSONNEL GRIEVANCES

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

#### **Definitions**

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

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

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

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

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

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

#### **Process**

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

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

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

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

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

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

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

by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

**Records**

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

**Reprisals**

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

Legal Reference: A.C.A. § 6-17-208, 210

Date Adopted: 6/03/04

Last Revised: 6/15/06, 6/12/07

**3.25F—CERTIFIED PERSONNEL LEVEL TWO GRIEVANCE FORM**

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

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

Personnel Policy grievance is based upon:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor's  
Response \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Date Adopted: 6/30/04

Last Revised:

### 3.26—LICENSED PERSONNEL SEXUAL HARASSMENT

The DeWitt School District is committed to providing an academic and work environment that treats all students and employees 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 and work environment and will not be tolerated.

The District believes the best policy to create an educational and work environment free from sexual harassment is prevention; therefore the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sexual harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to: the nature of sexual harassment; the District's written grievance procedures for complaints of sexual harassment;<sup>1</sup> that the district does not tolerate sexual harassment; that students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences; the redress that is available to the victim of sexual harassment;<sup>2</sup> and the potential discipline for perpetrating sexual harassment.

"Sexual harassment" means conduct that is:

1. Of a sexual nature, including, but not limited to:
  - a. Sexual advances;
  - b. Requests for sexual favors;
  - c. Sexual violence; or
  - d. Other personally offensive verbal, visual, or physical conduct of a sexual nature;
2. Unwelcome; and
3. Denies or limits a student's or employee's ability to participate in or benefit from any of the District's educational programs or activities or employment environment through any or all of the following methods:
  - a. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
  - b. 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
  - c. 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 environment.

The terms "intimidating," "hostile," and "offensive" include conduct of a sexual nature that has the effect of humiliation or embarrassment and is sufficiently severe, persistent, or pervasive that it limits the student's or employees ability to participate in, or benefit from, an educational program or activity or 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 and may occur regardless of the sex(es) of the individuals involved. Depending upon such circumstances, examples of sexual harassment include, but are not limited to:

- Making sexual propositions or pressuring for sexual activities;

- Unwelcome touching;
- Writing graffiti of a sexual nature;
- Displaying or distributing sexually explicit drawings, pictures, or written materials;
- Performing sexual gestures or touching oneself in front of others;
- Telling sexual or crude jokes;
- Spreading rumors related to a person's alleged sexual activities;
- Discussions of sexual experiences;
- Rating other students as to sexual activity or performance;
- Circulating or showing e-mails or web sites of a sexual nature;
- Intimidation by words, actions insults, or name calling; and
- Teasing related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the student self-identifies as homosexual or transgender.

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, an administrator, or the Title IX Coordinator who will provide assistance on 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.

Complaints will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to: individuals who are responsible for handling the District's investigation to the extent necessary to complete a thorough investigation; the extent necessary to submit a report to the child maltreatment hotline; the Professional Licensure Standards Board for complaints alleging sexual harassment by an employee towards a student; or the extent necessary to provide the individual accused in the complaint due process during the investigation and disciplinary processes. Individuals who file a complaint have the right to request that the individual accused of sexual harassment not be informed of the name of the accuser; however, individuals should be aware that making such a request may substantially limit the District's ability to investigate the complaint and may make it impossible for the District to discipline the accused.<sup>3</sup>

Employees who file a complaint of sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats, intimidation, coercion, or discrimination. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by District officials, students, or third parties.

Following the completion of an investigation of a complaint, the District will inform the employee who filed the complaint:

- The final determination of the investigation;
- Remedies the District will make available to the employee; and
- The sanctions, if any, imposed on the alleged harasser relevant to the employee.

Following the completion of an investigation of a complaint, the District will inform the alleged perpetrator, or the parents/legal guardian/other responsible adult of the alleged perpetrator if the alleged perpetrator is under the age of eighteen (18):

- The final determination of the investigation; and
  - The sanctions, if any, the District intends to impose on the alleged perpetrator.

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. Following an investigation, any employee who is found by the evidence to more likely than not have engaged in sexual harassment will be subject to disciplinary action up to, and including termination.

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, otherwise hinder an investigation of sexual harassment shall be subject to disciplinary action up to and including termination.

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

Date Adopted: 6/30/04  
Last Revised: 6/14/11, 4/10/18



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

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

Date Adopted: 6/30/04

Last Revised:

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

The DeWitt 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 District Information Technology Security Officer or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

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

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

Date Adopted: 6/30/04  
Last Revised: 6/10/08, 7/16/09, 5/9/17

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

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

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

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

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

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

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

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

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

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

Date Adopted: 6/30/04

Last Revised: 5/9/17

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

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

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

The DeWitt School District shall operate by the following calendar.

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

Date Adopted: 6/30/04  
Last Revised: 8/13/13, 5/9/17

## 2017-2018 DEWITT SCHOOL DISTRICT CALENDAR

1841 S. Grandview Drive P.O. Box 700 DeWitt, Arkansas 72042 | Phone: 870.946.3576 | Fax: 870.946.1491

	Professional Development	Faculty Swap Day	Faculty Work Day	1 <sup>st</sup> Day for Students	Holiday	End of Quarter	Parent/Teacher Conference	Special Event																																																																																											
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Make up days in case of inclement weather or other emergencies will be January 15, February 19, March 30, May 29, and May 30. Events occurring after these dates that require make up will be made up at the end of the year.

Students do not attend school on professional development day of February 16.

### 3.30—PARENT-TEACHER COMMUNICATION

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

Teachers are required to communicate during the school year with the parent(s), legal guardian(s), ore 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. 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, notice of, and the reasons for retention shall be communicated promptly in a personal conference.

Legal Reference: State Board of Education Standards of Accreditation 12.04.1, 12.04.2, 12.04.3  
A.C.A. § 6-15-1701(b)(3)(C)

Date Adopted: 6/30/04  
Last Revised: 7/11/12, 4/14/15

### **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: Arkansas County Health Department, Southeast Arkansas Behavioral Healthcare.

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

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

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

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



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

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's 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 3.5A—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.

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. The supervisor who is notified shall notify the Superintendent immediately.

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

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

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

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

Any employee who possesses, uses, distributes or is under the influence of a prescription medication obtained by a means other than his own current prescription shall be treated as though he was in possession, possession with intent to deliver, or under the influence, etc. of an illegal substance. An illegal drug or other substance is one which is (a) not legally obtainable; or (b) one which is legally obtainable, but which has been obtained illegally. The district may require

an employee to provide proof from his physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.

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.

<sup>1</sup>This is where you should insert the drug counseling services, rehabilitation, and employee assistance abuse programs available in your district.

This policy addresses the requirement for Safe and Drug Free Schools which is required for your district to be eligible to receive **any** federal grants. It is required that all employees receive a copy of the policy and be advised of the contents and requirements of the policy. In addition to publishing a policy statement, the statutes require employers to establish a drug-free awareness program to educate employees about the dangers of drug abuse as well as about the specifics of their policy. The statute does not specify a particular format for the awareness program, although it does state that the education program the Department of Labor has the following website:

<http://webapps.dol.gov/elaws/asp/drugfree/menu.htm>.

Legal References:      41 USC § 702, 703, and 706  
                                  A.C.A. § 11-9-102  
                                  A.C.A. § 17-80-117

Date Adopted: 6/12/07

Last Revised: 7/16/09, 6/30/15, 7/12/16, 5/9/17

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

CERTIFICATION

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

### 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

The Family and Medical Leave Act (FMLA) offers job protection for leave that 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 twelve (12) work weeks (or in some cases, twenty-six (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 – FMLA LEAVE GENERALLY

##### Definitions:

Eligible Employee: is an employee who has;

1. Been employed by the District for at least twelve (12) months, which are not required to be consecutive; and
2. Performed at least 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.<sup>1</sup>

“FMLA” is the Family and Medical Leave Act

“Health Care Provider” means;

- a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices;
- b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under state law;
- c. Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under state law and who are performing within the scope of their practice as defined under state law;
- d. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family is receiving treatment from a Christian Science practitioner, and employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable state or local law or collective bargaining agreement; or
- e. Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

Instructional Employee: is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, pre-school teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to; teacher assistants or aides who do not have as their principal job actual teaching of instructing administrators, counselors, librarians, psychologists, and curriculum specialists.

Intermittent leave: is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from fulltime-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 eighteen (18), or age eighteen (18) or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.<sup>2</sup>

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

## **Policy**

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

## **Leave Eligibility**

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

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

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

A legally married couple who are both eligible employees employed by the District may not take more than a combined total of twelve (12) weeks of FMLA leave for reasons 1, 2, or to care for a parent under number 3.

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

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

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

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

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave.<sup>5</sup> If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability<sup>6</sup> determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.<sup>7</sup>

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

Employees who receive notification that the leave request does not qualify under the FMLA are expected to return to work; further absences that are not otherwise excused could lead to discipline for excessive absences, or termination for job abandonment.

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

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

An employee who does not have enough accrued leave to cover the number of days of FMLA leave taken shall not have his/her number of contract days altered because some of the FMLA leave taken was unpaid.

#### **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 that apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.<sup>7</sup>

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

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

If an employee gives unequivocal notice of an 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 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 (2) weeks<sup>10</sup> during FMLA leave of his/her 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, that 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 at least thirty (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 have his/her FMLA coverage of such leave delayed until thirty (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 thirty (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 equal to the difference between 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, fax, email, or other electronic means. IF the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

### **Medical Certification**

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

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

- The original certification is for a period greater than thirty (30) within 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.
- The employee requests an extension of leave;
- Circumstances described by the previous certification have changed significantly; and/or
- The district receives information that casts doubt upon the continuing validity of the certification.

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

No second or third opinion on a recertification may be required.

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

### **Substitution of Paid Leave**

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

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

Workers Compensation: FMLA leave may run concurrently with a workers compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary

to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. . If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a “light duty job,” but is unable to return to the employee’s same or equivalent job, the employee may decline the District’s offer of a “light duty job.” As a result, the employee may lose his/her workers compensation payments, but for the duration of the employee’s FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

### **Return to Work<sup>12</sup>**

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

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

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

In the event that an employee is unable or fails to return to work within FMLA's leave timelines, the superintendent will make a determination at that time regarding the documented need for a severance of the employee’s contract due to the inability of the employee to fulfill the responsibilities and requirements of his/her 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 thirty (30) days notice, before the date the leave is to begin, of the employee’s intention to take leave.

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the District agrees to permit such leave upon the 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 that the employee is qualified for and that 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 that the employee is qualified for 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 twenty percent (20%) 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 to:

- a. Take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
- b. Transfer temporarily to an available alternative position offered by the employer for which the employee is qualified for 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, 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.

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

Instructional employees are not required to request intermittent leave when the instructional employee's FMLA leave spans a period when school is closed, such as for winter, spring, or summer breaks; in addition, the time the school is closed is not counted when calculating the amount of FMLA leave the instructional employee has used.

### **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 five (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;

1. The leave is of a least three (3) weeks duration; and

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

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

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

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

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

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

## **SECTION TWO**

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

#### **Leave Eligibility**

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

#### **QUALIFYING EXIGENCY**

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

#### **Definitions:**

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

- 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 county under a call to order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

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

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

The District may require the eligible employee to obtain certification to help the district determine if the requested leave qualifies for FMLA leave for the purposes of a qualifying exigency. The District may deny FMLA leave if an eligible employee fails to provide the 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, fax, email, 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 for 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 employee more than five (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;

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (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 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;
- b. A unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

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

#### **Serious Injury or Illness:**

- A. In the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
- B. In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time 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, Step child, 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 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 twenty-six (26) weeks of leave during one twelve (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 twelve (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 sixteen (16) weeks during a twelve (12) month period could only take a total of ten (10) weeks for reasons 1 through 4 in Section One and for any qualifying exigency. An eligible employee may not take more than twelve (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 a legally married couple are both eligible employees employed by the district, the legally married couple are entitled to a combined total of twenty-six (26) weeks of leave during one twelve (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. The leave taken by a legally married couple who care for such a covered service member continues to be limited to a total of twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency during a year, as defined in this policy, regardless of whether or not the legally married couple uses less than a combined total of fourteen (14) weeks to care for a covered service member with a serious injury or illness; moreover, the legally married couple's twelve (12) weeks are combined when taken for reasons 1, 2, or to care for a parent under reason 3 in Section One.

For example, a legally married couple who are both eligible employees and who care for such a covered service member for sixteen (16) weeks during a twelve (12) month period could:

1. Each take up to ten (10) weeks for reason 4 in section 1 or a qualifying exigency;
2. Take a combined total of ten (10) weeks for reasons `1,2, or to care for a parent under reason 3 in Section One; or
3. Take a combination of numbers 1 and 2 that totals ten (10) weeks of leave.

**Medical Certification**<sup>15</sup> The District may require the eligible employee to obtain certification of the covered service member's serious health condition to help the District determine if the requested leave qualifies for FMLA leave. The District may deny FMLA leave if an eligible employee fails to provide the 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 thirty (30) days in advance, the employee shall provide the District with not less than thirty (30) days' notice before the date the employee intends for the leave to begin 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 have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

If the need for FMLA leave is foreseeable less than thirty (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 an amount of time equal to the difference between 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, fax, email, 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 injury or illness, 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 operation of the employer 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-instruction eligible employees for the period of scheduled intermittent or reduced leave to go to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA



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

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave to care for a spouse, child, parent, or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty percent (20 %) 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 the employee is qualified for, 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, 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 that required the need for the leave.

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

### **Leave taken by eligible instructional employees near the end of the academic 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 five (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 five (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:

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

### **Leave less than five (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 five (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:

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

**Leave less than three (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 three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the District may require the employee to continue to take leave until the end of the semester.

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

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

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

Adopted: 6/13/04

Last Revised: 6/10/08 9/14/10, 7/11/12, 8/13/13, 5/13/14,7/12/16

**29 CFR 825.114 – What is a “serious health condition” entitling an employee to FMLA leave?**

- (a) For purposes of FMLA, “a serious health condition” entitling an employee to FMLA leave means an illness, injury, impairment, or physical or mental condition that involves:
  - (1) Inpatient (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 therefore, 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 therefore, 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 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.
    - (v) any period of absence to receive multiple treatments (including any period of recovery therefrom) 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 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.
- (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 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.

### **3.32A—MILITARY AND MATERNITY LEAVE AND ABSENCES**

#### A. Military Leave

The policies below will be observed by licensed employees of the district in regard to military leave:

1. All teachers and administrators employed by the district who desire to take a leave of absence for the purpose of participating in the military training programs made available by the National Guard or the reserve branches of the armed forces or participating in the civil defense and public health training programs made available by the U.S. Public Health Services shall be entitled to such a leave of absence for a period of fifteen (15) days, plus necessary travel time in any fiscal year as defined by the U.S. Government. Documentation must be provided by proper authorities.
2. Whenever any teacher or administrator is granted a leave of absence, the person shall be entitled to his/her regular salary during the time the individual is away from duty during such leave of absence. The teacher or administrator will be responsible for paying for the cost of any substitute employed in the teacher's or administrator's absence.
3. Such leave of absence shall be in addition to the regular vacation time allowed the employee.
4. Any employee in the DeWitt School District who is called into the armed service shall be granted a leave of absence for the length of the tour of duty. If this person desires to return to the position of

- employment with the school district, he/she must notify the superintendent of schools ninety (90) days prior to his/her being separated from the armed service. Upon receiving an honorable discharge, and
4. being able to carry out his/her duties, the person shall be reinstated, with all benefits, in the previous position of equal status and pay scale.

#### B. MATERNITY LEAVE

The following policy has been adopted by the board of education in regard to maternity leave:

1. Maternity leave will be treated as sick leave.
2. The teacher/employee is to notify the superintendent of schools of maternity status immediately when it becomes known accompanied by a doctor's statement of expected delivery date.
5. The teacher may remain in the classroom as long as performance is satisfactory and a physician deems advisable and shall return to the position under the same conditions. Teachers who desire to be off work longer than prescribed by a physician, will not receive sick leave compensation for these
6. days. A doctor's statement will be required stating the date the teacher is to leave work, and one stating the date the teacher is to return.
  4. The position will be filled with a certified employee, if possible, on a temporary contract during the period of absence.

Legal References: Act 724 or 1989

Date Adopted: 6/30/04

Last Revised

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

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

Legal Reference:       A.C.A. § 6-117-201

Date Adopted: 6/30/04  
Last Revised:



### **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.<sup>1</sup>

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 computer for non-school purposes except as permitted by the District's 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.<sup>2</sup>

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.<sup>3</sup>

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.<sup>4</sup>

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

Legal Reference:     IRS Publication 15 B

Date Adopted: 6/30/04

Last Revised: 6/15/06, 6/12/07, 6/9/09, 7/10/12, 8/13/13, 5/13/14, 6/30/15

### **3.35—LICENSED PERSONNEL BENEFITS**

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

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system;
4. One sick leave day per calendar month worked; and
5. Two personal days per contract year.

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

Date Adopted: 6/30/04

Last Revised:

### **3.35A—PERSONNEL RECORDS**

1. The board of education shall require complete and current personnel records on all employees
2. All information contained in an employee's records shall be considered confidential and shall not be transmitted to other persons or agencies without written approval by said employee, or as subpoenaed by legal authorities.
3. It shall be the responsibility of each employee to insure that his/her central office and local school personnel files are complete and current in compliance with established board procedures. The personnel file of each employee shall be available for inspection and copying at the employee's expense. The employee may submit for inclusion in the file written information in response to any information contained in the file.
4. All employees must file with the administrative office, before the first pay period, the following credentials as required by the State Law and by the policies of the DeWitt School District:
  - a. Income Tax Withholding Form (exemption authorization)
  - b. Health Certificate (upon hire)
  - c. Social Security Number (at time of employment)
  - d. Up-To-Date Mailing Address and Telephone Number
  - e. I (9) Form
5. In addition, all licensed employees must file the following:
  - a. Arkansas Teaching Certificate
  - b. Teacher Retirement Number or Application (Birth Certificate and copy of Social Security Card must be filed with application).
  - c. Up-To-Date Transcript of College Training (Complete and Official)
6. Failure to meet this requirement will result in withholding of pay checks; and, if not corrected, would be considered as inability to meet legal and certification requirements.

Legal References: Ark. Code 28-19-101 through 25-19-107

Date Adopted: 6/30/04

Last Revised:

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

For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act (A.C.A. § 6-17-1501 et seq.) and the Teacher Evaluation Support System (A.C.A. §§ 6-147-2801 et seq.) The Acts specifically are not made a part of this policy by this reference.

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

Legal Reference:       A.C.A. § 6-17-201  
                          A.C.A. §§ 6-17-1501 et seq.  
                          A.C.A. §§ 6-17-2801 et seq.

Date Adopted: 6/30/04  
Last Revised: 6/21/05, 8/13/13

### **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.

\*State Law mandates that this policy be placed in the district's licensed policies.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 6/30/04  
Last Revised

### 3.38—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

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

A school principal or 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.

District employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a district employee towards a student that would constitute bullying if the act had been performed by a student shall result in disciplinary action, up to and including termination. This policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor.<sup>1</sup> In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting in bullying.

Definition:

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

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

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

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

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

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

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

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

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

1. Sarcastic comments "compliments" about another student's personal appearance or actual 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 actual or perceived attributes,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings, and/or
10. Threats of harm to student(s), possessions, or others.
11. Sexual harassment, as governed by policy 3.26, is also a form of bullying and/or
12. Teasing or name-calling related to sexual characteristics or 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 or transgender (Examples: "Slut," "You are so gay," "Fag" "Queer").

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 6/30/04

Last Revised: 6/15/06, 6/12/07, 6/14/2011, 4/14/15, 6/30/15, 7/12/16, 4/10/18

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

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

Legal Reference: A.C.A. § 6-17-104

Date Adopted: 6/12/07

Last Revised:



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

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

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

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

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

Date Adopted: 6/10/08  
Last Revised: 6/14/2011

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

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

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

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

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

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

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

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

Date Adopted: 6/10/08

Last Revised: 6/14/11

### **3.42—JOB DESCRIPTION OF TEACHERS**

The teacher is assigned the responsibility for the instructional program working under the direction of the school principal. They shall be responsible for carrying out the policies of the Board as they relate to the functions of the school, the classroom, and the immediate contact with pupils and parents. Some of the more specific duties of the teacher are to:

1. Direct and evaluate the learning experience of the student in curricular and extra-curricular activities.
2. Be responsible for student records and accounting as required by the board and by State Law.
3. Be responsible for discipline of their students. However, the principal is available for help, if needed.
4. Maintain the most beneficial relationship possible with parents.
5. Carry out the instructional program as directed by the principal and other administrative officers.
6. Participate in the in-service education program in the schools.
7. Promote cordial relationships with other teachers and administrators.
8. Establish a relationship with students which promotes good citizenship.
9. Place on file in the administration office all necessary papers and records which are required by State Law and by the policy of the school board.
10. Observe the policies and regulations of the DeWitt School District as stated in the Administrative Handbook and other prepared bulletins and materials coming from the central office and the principal's office.
11. Perform other duties as assigned by the principal of the school and the superintendent of schools.
12. The normal teaching hours are 8:00 a.m. to 3:30 p.m. Modification may be necessary as deemed by the superintendent. Teachers are expected to be in their places by 8:00 a.m. and remain until 3:30 p.m. or longer if the school schedule requires.
13. Extra pay for teacher's additional work must be approved by the superintendent of schools. Teachers may be compensated for any extra work required beyond what is normally expected of a teacher.

Legal References: Ark. Code 6-17-103; 6-17-104; 6-17-401 Ark. Code 6-17-111; Standards for Accreditation.

Date Adopted: 6/30/04

Last Revised:

### **3.42 A—DEPOSITING COLLECTED FUNDS**

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

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

Date Adopted: 6/30/04

Last Revised: 7/10/12

### **3.43—JOB DESCRIPTION OF LIBRARIAN**

The job goal of the librarian is to provide each student with an enriched library environment containing a wide variety and range of materials that will invite intellectual probing, growth, and to aid all students in acquiring skills needed to take full advantage of library resources.

The librarian's performance responsibilities are as follows:

1. Evaluates, selects, and requisitions new library materials.
2. Assist teachers in the selection of books and other instructional materials.
3. Informs teachers and other staff members concerning new materials the library acquires.
4. Maintains a comprehensive and efficient system for cataloging all library materials, and instructs teachers and students on use of the system.
5. Works with teachers in planning those assignments likely to lead to extended use of library resources.
6. Promotes appropriate conduct of students using library facilities.
7. Helps students to develop habits of independent reference work and to develop skill in the use of reference materials in relation to planned assignments.
8. Presents and discusses materials with a class studying a particular topic, on the invitation of the teacher.
9. Participates at curriculum meetings.
10. Counsels with and gives reading guidance to students who have special reading problems or unusual intellectual interests.
11. Arranges frequently-changing book-related displays and exhibits.
12. Assists students in the selection of appropriate reading materials.
13. Helps prepare and administer the library budget.
14. Supervises library aides in the performance of their duties.
15. Performs other reasonable duties assigned by the principal.

Legal References: Standards for Accreditation of Public Schools, 1993

Date Adopted: 6/30/04

Last Revised:

### 3.44—JOB DESCRIPTION OF SPECIAL EDUCATION SUPERVISOR

#### Qualifications

Minimum entry level qualifications are stated in 1 and 2 below. A minimum of six (6) hours must be earned each year until all requirements are met and the Special Education Supervisory Certificate is held. Certification requirements for special education supervisors are specified on page 114 of the 1988 Certification Laws and Requirements.

1. Hold Master's degree in special education, have teaching or supervisory experience and six (6) hours of school administration

OR

2. Hold administrator's certificate, elementary principal's certificate or secondary principal's certificate and six (6) hours in special education

Those not fully certified must provide a deficiency and removal plan from a college or university signed by the certifying officer. Transcripts verifying hours completed will be provided to the SEA supervisor prior to release of funds.

#### II. Length of Contract

Funding for salary will be prorated for less than a twelve (12) month contract.

NOTE: Following application approval, a copy of the supervisor's contract is to be submitted to the Finance and Statistics Section of the Special Education Office.

#### III. Job Description

In accordance with the Arkansas State Plan for Special Education adopted by the State Board of Education, assurance shall be provided that the special education supervisor will perform the following duties and tasks.

A. Supervise and administer all district programs for children with disabilities.

1. Become familiar with development and trends in special education, instructional management and supervision.
2. Supervise the location and identification process for students with disabilities.
3. Provide information related to due process to administrators, faculty and patrons.
4. Consult with teaching staff to determine needs of specific students and the program.

5. Consult with teachers to determine instructional materials and supplies needed for the program.
6. Organize curriculum committee to develop plans and program recommendations for students with disabilities

B. Provide consultation to special education personnel in the district.

1. Visit special education classrooms to observe effectiveness of the instructional program.
  - a. Determine whether instruction corresponds to goals and objectives of the student's individualized education program (IEP).
  - b. Determine if materials are adequately and properly used.
  - c. Confer with teacher to provide technical assistance for improvement of instructional skills.
2. Consult with teaching staff to assure that specific needs of the student are met.
3. Consult with teachers about appropriate and adequate materials.

C. Designate appropriate personnel are available for all due process and instructional activities, including related service personnel.

1. Assure that appropriate personnel are available for all due process and instructional activities, including related service personnel.
2. Deploy staff in the most efficient manner.

D. Initiate and administer programs to locate and evaluate students with suspected disabilities.

1. Design and implement Child Find activities.
2. Arrange timely evaluation of students suspected to be disabled.

E. Monitor operation of district programs for children with disabilities to ensure operation in accordance with state approved policies, procedures, and guidelines.

1. Become informed in the specifics of the state approved policies procedures and guidelines.
2. Implement the self-monitoring process specified by the Department of Education



F. Provide consultative assistance to regular education teachers with students with disabilities.

1. Contact all teachers who have students with disabilities in regular education classes.
  - a. Identify the student with disability to the teacher.
  - b. Provide information and assistance with needed modifications on adaptations as specified on the student's IEP.

G. Maintain information on and liaison with other public and private agencies and individuals who provide services to students with disabilities in the district.

1. Maintain information files identifying and describing agencies and individuals who provide services to students with disabilities.
2. Make such information available to persons planning program and providing services to students with disabilities.
3. Make such information available to parents and patrons.

H. Develop and monitor contracts with other districts, public and private agencies and individuals who are providing services to students with disabilities in the district.

1. Organize a contract committee of representatives of other agencies, individuals and contiguous school districts.
  - a. Meet at least annually to share information and concerns.
  - b. Establish and maintain telephone consultation, as needed.

I. Develop and recommend the district special education plan and budget to the district superintendent.

1. Develop and recommend the district special education plan and budget to the district superintendent.
2. Develop and recommend a budget for special education to the district superintendent.

J. Develop and administer the district in-service program for special education.

1. Identify needs.
2. Determine in-service activities to meet identified needs.
3. Arrange and implement in-service training programs.

K. Provide liaison with the Special Education Office in matters concerning education of children with disabilities.

1. Provide information to the Special Education Office, ADE, as required.
2. Disseminate information provided by the Special Education Office, ADE.
3. Participate in training activities provided by the Special Education Office, ADE.

L. Provide liaison with parent and professional organizations.

1. Establish a local special educational advisory council.
2. Receive from and provide information to parents and professional organizations.

Prepared for the purpose of distributing funds under Act 878 of 1991.

Legal References: Arkansas State Plan for Special Education

Date Adopted: 6/30/04

Last Revised:

### **3.45—JOB DESCRIPTION OF COUNSELOR**

The general duties are as follows:

1. The counselor shall be responsible to, and under the immediate supervision of the principal.
2. Prepare transcripts for students.
3. Do individual counseling.
4. Do group counseling.
5. Do career counseling.
6. Help students to secure financial aid to further their education.
7. Maintain and up-date all personal records on all students.
8. Prepare class schedule for students.
9. Re-schedule classes for students.
10. Assist with placement and evaluation of special education students
11. Hold teacher conferences pertaining to students.
12. Administer the pre and post achievement tests.
13. Hold conferences for parents and students.
14. Serve as a liaison between students and administration.
15. Do other things that may be assigned from time to time.

Legal References: None

Date Adopted; 6/30/04

Last Revised:

### **3.46—JOB DESCRIPTION OF SUBSTITUTE TEACHER**

The goal of the substitute teacher is to enable each student to pursue his/her education as smoothly and completely as possible in the absence of the regular teacher.

The substitute teacher's performance responsibilities are as follows:

1. Reports to the principal upon arrival fifteen minutes before the official school opening.
2. Reviews with the principal all plans and schedules to be followed during the teaching day.
3. Assumes responsibility for overseeing student behavior in class and during lunch, recess, and activity periods.
4. Writes a note about work completed at the end of each teaching day and leaves it for regular classroom teacher.
5. Remains in the assigned classroom until official school closing.
6. Reports to the building principal at the conclusion of the teaching day and verifies whether or not the substitute services will be required on the next teaching day.
7. Performs all extra duties assigned to the regular teacher.
8. Attend a training workshop prior to employment.

Legal References: None

Date Adopted: 6/13/04

Last Revised:

### **3.47—JOB DESCRIPTION OF ATHLETIC DIRECTOR**

The Athletic Director works under the supervision of the superintendent and has the following duties.

1. Schedule all athletic contests (work with head coach on teams).
2. Secure officials for all athletic contests.
3. Check eligibility of all athletes.
4. See that coaches account for equipment and care for it properly.
5. Organize for games by providing for ticket sellers, gate keepers, police protection, ambulance (for football games), tickets, and change for games, dressing rooms, facilities for officials and visiting teams.
6. See that injury reports and insurance claims are properly made and filed.
7. File game reports with the Arkansas Activities Association.
8. See that all rules and regulations of the AAA are fully observed.
9. Purchase all supplies and equipment.
10. Purchase all awards.
11. Evaluate the work of all coaches and keep superintendent informed regarding their success, their coaching problems, etc.
12. Hold staff meetings when needed.
13. Work with civic groups, county, city, state agencies, and others who are contributing to the welfare of the children.
14. Supply proper news items regarding the athletic program to the news media.
15. Make coaching assignments at the beginning of each school year.
16. Participate in interviews.
17. Evaluate each coach throughout the year and make recommendations to the superintendent for termination or renewal of contract.
18. Schedule and organize the all-sports banquet each year.

19. Schedule and organize the athletic awards assembly.
20. Organize and supervise season ticket sales.
21. Organize and supervise selling of ads and printing of football programs each year.
22. Secure transportation for all trips.
23. See that all athletic event schedules are printed each year.
24. Submit athletic budget to superintendent by May 30 each year.
25. Any other duty, responsibility, policy, or requirement that shall be implemented, directed, or required by the superintendent of schools or school board.

Legal Reference: None

Date Adopted: 6/30/04

Last Revised:

### **3.48—OBTAINING AND RELEASING STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION**

#### **Obtaining Eligibility Information**

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

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

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition<sup>1</sup>, the employee shall be subject to discipline up to and including termination.

#### **Releasing Eligibility Information**

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

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

The superintendent shall designate the staff member(s) responsible for making eligibility determinations. Release of eligibility information to other district staff shall be limited to as few individuals as possible who shall have a specific need to know such information to perform their job

responsibilities. Principals, counselors, teachers, and administrators shall not have routine access to eligibility information or status.

Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.<sup>2</sup>

Legal References: Commissioner’s Memos IA-05-018, FIN 09-041, IA99-011, 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 : 6/9/09

Last Revised: 8/13/13



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

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

Legal References: A.C.A. § 6-17-401

Date Adopted: 6/9/09  
Last Revised: 7/10/12

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

#### **Definitions**

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

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

Blogs: are a type of networking and can be either social or professional in their orientation. Professional blogs are encouraged and can provide a place for teachers to post homework, keep parents up-to-date, and interact with students concerning school related activities. social blogs are discouraged to the extent they involve teachers and students in a non-education oriented format.

#### **Policy**

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

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

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

The Arkansas Department of Education *Rules Governing the Code of Ethics for Arkansas Educators* requires district staff to maintain a professional relationship with each student, both in and outside the classroom. The district school board of directors encourages all staff to read and become familiar with the rules. Conduct in violation of the *Rules Governing the Code of Ethics for Arkansas Educators*, including, but not limited to conduct relating to the inappropriate use of technology or

online resources, may be reported to the Professional License Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

### **Definitions:**

Staff members are discouraged from creating personal social media accounts to which they invite students to be friends or followers.<sup>1</sup> Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

District employees may set up blogs and other professional/education social media accounts using district resources and following district guidelines<sup>1</sup> to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social media during school hours is permitted.

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

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

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

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

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

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

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

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

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

In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accord with other District policy for using district equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, other electronic device, or use of the District's network.

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

Date adopted: 6/14/2011  
Last Revised: 8/13/13

### **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.<sup>1</sup>

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages.<sup>2</sup> If the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

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

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

Legal Reference: A.C.A. § 6-19--120

Date Adopted: 5/13/14

Last Revised:

## 3.52—LICENSED PERSONNEL HEALTH CARE COVERAGE REPORTING

### Definitions

"ACA" is the Affordable Care Act

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

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

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

### TIN Reporting

All licensed employees are required to complete and return 3.52F-Health Care Coverage and TIN Report Form<sup>2</sup> by no later than October 1<sup>3</sup> of each year. All employees that meet the **above** definition of a responsible individual are required to include the name, date of birth, and TIN of any dependant that receives health insurance through a District offered health care plan. Due to very significant penalties and sanctions contained within the ACA that the Internal Revenue Service (IRS) could levy against the District for the failure to submit required information to the IRS, the failure of any employee to submit a completed copy of 3.52F-Health Care Coverage and TIN Report Form by October 1<sup>3</sup> shall be grounds for disciplinary action against the employee up to and including termination or non-renewal of contract.

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

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

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

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

Date Adopted: 5/13/14  
Last Updated:

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

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

#### Definition

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

#### Health Insurance Information

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

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

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

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

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

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

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

Dependant 1:

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

Dependant 2:

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

Dependant 3:

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

Dependant 4:

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

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

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

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

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

Date Adopted: 5/13/14

Last Revised:



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

A fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) teacher 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 fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) 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.<sup>1</sup>

A teacher who wishes to volunteer for numbers 1, 2, or both 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.

Legal Reference: A.C.A. § 6-17-812

Date Adopted: 6/30/15, 7/12/16

Last Revised: 5/9/17

**3.54F—VOLUNTARY TEACHING INSTEAD OF PREPARATORY PERIOD AND/OR EXTRA DAILY STUDENTS CONTRACT ADDENDUM**

The DeWitt School District (District) and \_\_\_\_\_ (Teacher) enter into the following contract addendum:

1. Teacher has volunteered to teach a class on \_\_\_\_\_ instead of a preparatory period from \_\_\_\_\_ through \_\_\_\_\_;<sup>1,2</sup>
2. District agrees to pay Teacher for the loss of Teacher’s preparatory period in the amount of \_\_\_\_\_;<sup>2</sup>
3. District agrees to pay Teacher for those students who enroll and attend Teacher’s class that are in excess of the Standard’s maximum daily number of students at the per student per day amount of \_\_\_\_\_;<sup>3</sup>
4. District agrees to pay teacher \_\_\_\_\_.
5. This addendum between District and Teacher is in addition to and separate from any other contract between District and Teacher;
6. Teacher understands that this agreement is not covered by the Teacher Fair Dismissal Act of 1983 (A.C.A. § 6-17-1501 et seq.); and
7. District and Teacher agree that this contract shall be effective for the current semester and that future semesters shall require District and Teacher to enter into a new contract.

Teacher’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Board President’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Legal References: A.C.A. § 6-17-114  
A.C.A. § 6-17-812

Date Adopted: 7/12/16, 4/10/2018  
Last Revised:

### **3.55—LICENSED PERSONNEL USE OF PERSONAL PROTECTIVE EQUIPMENT**

Employees whose job duties require the use or wearing of Personal Protective Equipment (PPE) shall use or wear the prescribed PPE at all times while performing job duties that expose employees to potential injury or illness. Examples of PPE include, but are not limited to:<sup>1</sup>

1. Head and face protection:
  - a. Hard hat;
  - b. Bump cap;
  - c. Welding helmet;
  - d. Safety goggles;
  - e. Safety glasses;
  - f. Face shield;
2. Respiratory protection:
  - a. Dust/mist mask;
  - b. Half-face canister respirators
3. Hearing protection:
  - a. Ear plugs;
  - b. Ear muffs;
4. Hand protection, which is based on hazard exposure(s) and type(s) of protection needed:
  - a. Leather;
  - b. Latex;
  - c. Rubber;
  - d. Nitrile;
  - e. Kevlar;
  - f. Cotton;
5. Body protection:
  - a. Welding apron;
  - b. Welding jackets;
  - c. Coveralls/Tyvek suits;
6. Foot protection:
  - a. Metatarsal protection;
  - b. Steel toed boots/shoes;
  - c. Slip resistant shoes;
7. Fall protection:
  - a. Belts, harnesses, lanyards;
  - b. Skylight protection;
  - c. Safe ladders;
  - d. Scissor lifts.

Employees operating a school-owned vehicle that is equipped with seat belts for the operator shall be secured by the seat belt at all times the employee is operating the vehicle. If the vehicle is equipped

with seat belts for passengers, the employee operating the vehicle shall not put the vehicle into motion until all passengers are secured by a seat belt. Employees traveling in, but not operating, a school owned vehicle that is equipped with seat belts for passengers shall be secured by a seat belt at all times the vehicle is in motion.

Employees who fail to use or wear the prescribed PPE required by their job duties put themselves and co-workers at risk of sustaining personal injuries. Employees who are found to be performing job duties without using or wearing the necessary PPE required by the employee's job duties may be disciplined, up to and including termination.

A supervisor may be disciplined, up to and including termination, if the supervisor:

1. Fails to ensure the employee has the prescribed PPE before the employee assumes job duties requiring such equipment;
2. Fails to provide an employee replacement PPE when necessary in order for the employee to continue to perform the job duties that require the PPE; or
3. Instructs the employee to perform the employee's job duties without the prescribed PPE required by those job duties

An employee shall **not** be disciplined for refusing to perform job duties that require the employee to use/wear PPE if:

1. The employee has not been provided the prescribed PPE; or
2. The PPE provided to the employee is damaged or worn to the extent that the PPE would not provide adequate protection to the employee.

An employee's immediate supervisor is responsible for providing the employee training on the proper use, care, and maintenance of any and all PPE that the employee may be required to use.

Date Adopted: 4/10/18

Last Revised: 4/10/18

### **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.

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.

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

Legal References: A.C.A. § 6-18-511  
Arkansas Department of Education Guidelines for the Development, Review  
and Revision of School District Student Discipline and School Safety Policies

Date Adopted: 4/14/15  
Last Revised: 6/30/15

### **3.57—LICENSED PERSONNEL WEAPONS ON CAMPUS**

#### Firearms<sup>1</sup>

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

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

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- The firearms are securely stored and located in an employee’s on-campus personal residence and/or immediately adjacent parking area;<sup>2</sup>
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties.;
- 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<sup>3</sup>

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.

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.<sup>5</sup>

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: 6/30/15

Last Revised: 7/12/16

### **3.58—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS**

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 Federal Funds, including 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.

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;
- a) Hotel rooms;
- b) Transportation;
- c) Gifts;
- d) Meals; or
- e) Items of nominal value (e.g. calendar or coffee mug).<sup>1</sup>

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

All District personnel involved in purchases with Federal funds, including child nutrition personnel, 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.



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

2 C.F.R. § 200.318

7 C.F.R. § 3016.36

7 C.F.R. § 3019.42

Date Adopted: 6/30/15

Last Revised: 7/12/16