

**TABLE OF CONTENTS**  
**2015-2016**

**SECTION 3—LICENSED PERSONNEL**

3.1—LICENSED PERSONNEL SALARY SCHEDULE _____	1
3.1A--LENGTH OF SCHOOL DAY _____	8
3.1B - EDUCATIONAL LATERAL ADVANCEMENT _____	9
3.2--LICENSED PERSONNEL EVALUATIONS _____	10
3.2A--PERSONNEL FILE _____	13
3.3--EVALUATION OF LICENSED PERSONNEL BY RELATIVES _____	14
3.4--LICENSED PERSONNEL REDUCTION IN FORCE _____	15
3.5--LICENSED PERSONNEL CONTRACT _____	17
3.5A - LICENSURE RENEWAL AGREEMENT _____	18
3.6-LICENSED PERSONNEL EMPLOYEE TRAINING _____	19
3.7—LICENSED PERSONNEL DRUG TESTING _____	25
3.8—LICENSED PERSONNEL SICK LEAVE _____	29
3.8A--BEREAVEMENT _____	32
3.9-LICENSED PERSONNEL SICK LEAVE BANK _____	36
3.10LICENSED PERSONNEL PLANNING TIME _____	38
3.11—LICENSED PERSONNEL PERSONAL/PROFESSIONAL LEAVE _____	39
3.11A--VACATON FOR TWELVE-MONTH CONTRACT EMPLOYEES _____	41
3.12—LICENSED PERSONNEL RESPONSIBILITIES IN DEALING W/ SEX OFFENDERS _____	42
3.13—LICENSED PERSONNEL PUBLIC OFFICE _____	43

3.14—LICENSED PERSONNEL JURY DUTY _____	44
3.15—LICENSED PERSONNEL LEAVE — INJURY FROM ASSAULT _____	45
3.16—LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES _____	46
3.17—INSULT OR ABUSE OF LICENSED PERSONNEL _____	47
3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT _____	48
3.19—LICENSED PERSONNEL EMPLOYMENT _____	49
3.20—LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES _____	51
3.21—LICENSED PERSONNEL TOBACCO USE _____	52
3.22—DRESS OF LICENSED EMPLOYEES _____	53
3.23—LICENSED PERSONNEL POLITICAL ACTIVITY _____	54
3.24—LICENSED PERSONNEL DEBTS _____	55
3.25—LICENSED PERSONNEL GRIEVANCES _____	56
3.25F—LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM _____	59
3.26—LICENSED PERSONNEL SEXUAL HARASSMENT _____	60
3.27—LICENSED PERSONNEL SUPERVISION OF STUDENTS _____	62
3.28—LICENSED PERSONNEL COMPUTER USE POLICY _____	63
3.28F—LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT _____	64
3.29—LICENSED PERSONNEL SCHOOL CALENDAR _____	66
3.30—PARENT-TEACHER COMMUNICATION _____	68
3.31—DRUG FREE WORKPLACE - LICENSED PERSONNEL _____	69
3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT _____	71
3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE _____	72
3.33—ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL _____	81

3.34—LICENSED PERSONNEL CELL PHONE USE _____	83
3.35—LICENSED PERSONNEL BENEFITS _____	84
3.36—LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL _____	85
3.37—ASSIGNMENT OF TEACHER AIDES _____	86
3.38—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING _____	87
3.40 - LICENSED PERSONNEL DUTY TO REPORT CHILD ABUSE _____	88
3.41 - LICENSED PERSONNEL VIDEO SURVILLANCE _____	90
3.42 - RELEASE OF STUDENTS FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION _____	91
3.43 - DUTY OF LICENSED EMPLOYEE TO MAINTAIN LICENSE IN GOOD STANDING _____	92
3.44 - LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION _____	93
3.45-LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS _____	95
3.46-LICENSED PERSONNEL VACATIONS _____	98
3.47=DEPOSITING COLLECTED FUNDS _____	99
3.48-LICENSED PERSONNEL WEAPONS ON CAMPUS _____	100
3.50-ADMINISTRATOR EVALUATOR CERTIFICATION _____	101
3.51-SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES ____	102
3.52-LICENSED PERSONNEL HEALTH CARE COVERAGE REPORTING _____	103
3.52f-LICENSED PERSONNEL HEALTH CARE COVERAGE AND TIN REPORT FORM _____	105
3.53-LICENSED PERSONNEL BUS DRIVER END of ROUTE REVIEW _____	106

# **LICENSED PERSONNEL**



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

Enter your District’s salary schedule for this policy. State law requires each District to include its teacher salary schedule 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 130 days.

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

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

Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to the Superintendent. The appropriate salary increase will be reflected in the next paycheck provided it is at least two weeks from the time the notice and documentation is delivered. All salary changes will be on a “go forward” basis, and no back pay will be awarded.

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

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

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

Each employee newly hired by the district to teach under the alternative licensure program (ALP) shall initially be placed on the salary schedule in the category of a bachelor’s degree with no experience, unless the ALP employee has previous teaching experience which requires a different placement on the schedule. Upon

receiving his/her teaching license, the employee shall be moved to the position on the salary schedule that corresponds to the level of education degree earned by the employee. Employee's degrees which are not relevant to the ALP's position shall not apply when determining his/her placement on the salary schedule. An alternative licensed teacher shall be eligible for step increases with each successive year of employment, just as would a teacher possessing a traditional teaching license.

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

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

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

Date Adopted: April 17, 2007  
Last Revised: June 16, 2008  
                  June 16, 2014

# Ozark Mountain School District (LEA 6505)

## Licensed Salary Schedule (190 days)

2015-16

Years of Experience	BSE	+15	MSE	+15
0	30,122	32,372	34,640	35,840
1	30,572	32,822	35,140	36,340
2	31,022	33,272	35,640	36,840
3	31,472	33,722	36,140	37,340
4	31,922	34,172	36,640	37,840
5	32,372	34,622	37,140	38,340
6	32,822	35,072	37,640	38,840
7	33,272	35,522	38,140	39,340
8	33,722	35,972	38,640	39,840
9	34,172	36,422	39,140	40,340
10	34,622	36,872	39,640	40,840
11	35,072	37,322	40,140	41,340
12	35,522	37,772	40,640	41,840
13	35,972	38,222	41,140	42,340
14	36,422	38,672	41,640	42,840
15	36,872	39,122	42,140	43,340
16	37,322	39,572	42,640	43,840

### A. Extended Contracts

- |             |                                       |
|-------------|---------------------------------------|
| 1. 195 days | 1.0263 x placement on salary schedule |
| 2. 200 days | 1.0526 x placement on salary schedule |
| 3. 205 days | 1.0789 x placement on salary schedule |
| 4. 210 days | 1.1053 x placement on salary schedule |
| 5. 220 days | 1.1579 x placement on salary schedule |





Ozark Mountain School District (LEA 6505)  
 Licensed Salary Schedule (190 days)  
 2015-16

Years of Experience	BSE	+15	MSE	+15
0	30,122	32,372	34,640	35,840
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14	36,422	38,672	41,640	42,840
15	36,872	39,122	42,140	43,340
16	37,322	39,572	42,640	43,840

A.

- 1.0263 x placement on salary schedule
- 1.0526 x placement on salary schedule
- 1.0789 x placement on salary schedule
- 1.1053 x placement on salary schedule
- 1.1579 x placement on salary schedule
- 1.2632 x placement on salary schedule

B.

- 1.45 x placement on salary schedule
- 1.45 x placement on salary schedule
- 1.50 x placement on salary schedule
- 1.65 x placement on salary schedule

**STIPENDS**

Athletic Director	\$819 per campus (0.0272)
Basketball	\$1642 per team (0.0545)
Track	\$545 (0.0181) Any two (2) teams-minimum of two meets in addition to district
Baseball	\$108 (0.0036)/game up to a maximum of \$1096 (0.0364)
Softball	\$108 (0.0036)/game up to a maximum of \$1096 (0.0364)
Golf	\$108 (0.0036)/competitive event up to a maximum of \$1096 (0.0364)
Tennis	\$108 (0.0036)/competitive event up to a maximum of \$1096 (0.0364)
Pee Wee Coordinator	\$328 (0.0109)
Cheerleading	\$545 (0.0181)-must attend all games including tournaments; certified staff only
Archery - per team	\$108 (0.0036)/competitive event up to a maximum of \$1096 (0.0364)

<p>*** All other sports will be paid at a rate of \$108 (0.0036) per competitive event up to a maximum of \$1096 (0.0364) per program.</p>
--

FFA	\$545 (0.0181)
FBLA	\$328 (0.0109)
FCCLA	\$328 (0.0109)
National Board Certification	\$2190 (0.0727)
Parent Facilitator	\$545 (0.0181)
Yearbook and Newspaper	\$545 (0.0181)
Junior Class Sponsor	\$545 (0.0181)/sponsor up to a maximum of 2 sponsors
Senior Class Sponsor	\$819 (0.0272)/sponsor up to a maximum of 2 sponsors
NHS	\$217 (0.0072)
Student Council	\$217 (0.0072)
Band and/or Choir	\$328 (0.0109) for 4 school events, any other outside events will be paid at \$108 (0.0036)/event up to a maximum of \$1096. (0.0364) for the program
Elementary Quiz Bowl	\$108 (0.0036)
Junior High Quiz Bowl	\$217 (0.0072)
High School Quiz Bowl	\$217 (0.0072)

Rapid Response	\$253 (0.0084)
Website Maintenance	\$253 (0.0084)
Dean of Students	\$5,000.00

\*\*\* Percentages ( ) are to be figured "x" the base rate of \$30,122.00.

### **3.1A---LENGTH OF SCHOOL DAY**

A Schedule for each school will be established before the beginning of the school term. All teachers in the district are expected to arrive at their individual school and be in their classrooms 15 minutes prior to the official beginning of the school day. All teachers shall be required to remain at school 15 minutes after the official ending of the school day. Personnel who arrive late or depart early must have prior approval.

All licensed staff are required to attend, promptly, all meetings including in-service days. Principals should be in their buildings ahead of either pupils or teachers, and should remain in their buildings until pupils have gone. Principals, who leave their building for any purpose other than attendance at civic clubs, principal's meetings, or routine business affairs, should have prior approval of the Superintendent.

In order to count as a full day of school, school must be in session a minimum of six (6) hours. To count as a half day, school must be in session a minimum three (3) hours.

Faculty meetings may be held monthly immediately after school with a 24-hour notice. At times it may be necessary to call a special meeting. Teachers who find they are unable to attend should see the principal prior to the meeting.

Date Adopted: July 8, 2004

Last Revised:

### **3.1B – EDUCATIONAL LATERAL ADVANCEMENT**

Notification for Education Lateral Advancement within the Salary Schedule must be approved in advance by the superintendent or his/her designee.

Notifications must be received by July 15<sup>th</sup> to be considered for ELA during the first semester and by December 1<sup>st</sup> to be considered for the second semester.

An official transcript must be on file in the Superintendent's office or principal's office which shows graduate hours earned before a final evaluation and an adjustment of the salary can be made. All such transcripts must be on file by October 1 for the first semester and February 1 for the second semester. Transcripts not filed by these dates will not be evaluated nor will the licensed personnel be considered for ELA on the salary schedule until the next semester unless an exception for extenuating circumstances is approved by the Superintendent or his/her designee by the official transcript filing dates.

Advancement notifications received prior to October 1 will be for the full amount indicated by the ELA salary schedule and will be divided equally as part of the licensed personnel's remaining regular paychecks.

Mid year advancement with notification received by February 1 will be one half (1/2) the amount indicated by the ELA salary schedule and will be divided equally as part of the licensed personnel's remaining regular paychecks.

All advancements will be considered an amendment to the licensed personnel's contract.

Date Adopted: Feb. 18, 2008

Last Revised:

## **3.2—LICENSED PERSONNEL EVALUATIONS**

### **Definitions**

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

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

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

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

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

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

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

### **Teachers**

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

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

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

teachers to be summatively evaluated, at least one-third of each school's non-probationary teachers will be selected for evaluation by random drawing.

All teachers shall develop a Professional Growth Plan (PGP) annually that must be approved by the teacher's evaluator. If there is disagreement between a teacher and the teacher's evaluator concerning the PGP, the decision of the evaluator shall be final. The teacher's job performance will be measured based on how well the teacher's PGP's goals have been met.

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

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

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

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

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

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

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

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

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



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

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

Date Adopted: July 8, 2004  
Last Revised: June 16, 2014

### **3.2A---PERSONNEL FILE**

The district shall maintain a personnel file for each licensed employee, which shall be available to the employee for inspection and copying at the teacher's expense during normal office hours. The employee may submit for inclusion in the file, written information in response to any of the matters contained therein.

Other than the employee, no one may have access to an employee's file other his/her supervisors, or the superintendent's designee (who shall be a confidential employee whose duties include maintenance of confidential records), except in those cases as designated by law.

Employees shall receive written notice of all substantiated complaints regarding their work performance. The written notice shall be provided within 10 school days of the initial receipt of the complaint.

If a complaint is not used as a basis for action against the employee within one year of its entering the file, such material shall be removed and destroyed.

Date Adopted: July 8, 2004

Last Revised: June 16, 2014

### **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: July 8, 2004

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 or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade level on the basis of each employee's points as determined by the schedule contained in this policy. The teacher with the fewest points will be laid off first. In the event of a tie between two or more employees, the teacher(s) shall be retained whose 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**

Section 1: Years of Educational Experience:

Based on the current school contract and prior employment records, each teacher in the district shall be awarded 2 points per year of instructional experience in the Ozark Mountain School District and one point for out of district service. (Total number of years outside the district will not exceed the highest step for years of experience indicated on the current salary schedule.)

Section 2: Educational Qualification:

Points for training and certification as indicated on the salary schedule shall be added as follows:

- 2 points – Bachelor's plus 15
- 3 points – Master's Degree
- 4 points – Master's Degree plus 15 hours
- 5 points – Educational Specialist Degree
- 6 points – Doctoral Degree

Additional Training Earning Points:

- 3 points – National Board Certification
- 1 point – Per area of licensure as identified by the (ADE) Arkansas Department of Education, (not to exceed a total of 4 points)
- 1 point – Per licensure in an (ADE) Arkansas Department of Education, identified shortage area.

Trainings Approved by Curriculum Director: 0.5 points per curriculum training received in or after the 2003-2004 school year. (Total amount awarded not to exceed 1 point)

Literacy: Updated ELLA (K-1), Updated ELF (2-4), Literacy Lab (4-12), Strategies for Content Areas (5-12), Northwest Arkansas Summer Writing Institute (K-12)  
Math: cognitively Guided Instruction (K-2), Math Links (3-8)  
Pre-AP/AP  
Other district endorsed curriculum training

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

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

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

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

## **SECTION TWO**

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

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: July 8, 2004  
Last Revised: June 16, 2008

### **3.5—LICENSED PERSONNEL CONTRACT**

Personnel employed for the first time in the district will be issued a contract one week after the school board has officially employed them.

The Ozark Mountain School Board will consider rehiring licensed personnel no later than **April 30th** of each year. Final decisions on contracts will be made by May 1<sup>st</sup> of each year

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

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

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

Date Adopted: July 8, 2004

Last Revised: April 20, 2009

### **3.5A – LICENSURE RENEWAL AGREEMENT**

In an effort to assist the licensed staff of the Ozark Mountain School District. The district agrees to pay the current cost for licensure renewal in exchange for a licensed employee agreeing to be employed by the district for the tenure of that license. If for some reason the employee or the district decide employment is no longer an option than the employee shall reimburse the district at a rate of 1/5 the cost for each year remaining in the tenure of the license.

The reimbursement may come in the form of a direct payment to the district or a deduction held from the last payroll check of the employee. If direct payment to the district is not received by the last payroll date, the amount to be reimbursed will automatically be taken from the last check.

This policy is to begin with the 2012-2013 school year. If teachers pay or have paid the licensure renewal fee on their own, they will be entitled to a reimbursement upon proof of payment to the Arkansas Department of Education.

Date adopted: April 20, 2009

Date revised: February 18, 2013

### **3.6—LICENSED PERSONNEL EMPLOYEE TRAINING**

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

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

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

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

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

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

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

Teachers, administrators, and paraprofessionals shall be involved in the design, implementation, and evaluation of the plan for their own PD offerings. The results of the evaluation made by the



participants in each program shall be used to continuously improve the District's PD offerings and to revise the school improvement plan.

Flexible PD hours (flex hours) are those hours which an employee is allowed to substitute PD activities, different than those offered by the District, but which is still aligned to the employee's Individual Improvement Plan, Professional Growth Plan, or the school's ACSIP. The District shall determine on an annual basis how many, if any, flex hours of PD it will allow to be substituted for District scheduled PD offerings. The determination may be made at an individual building, a grade, or by subject basis. The District administration and the building principal have the authority to require attendance at specific PD activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex PD hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the licensed employee's required hours shall equal one contract day. Hours of PD earned by an employee that is not at the request of the District and is in excess of the employee's required hours, or not pre-approved by the building principal, shall not be credited toward fulfilling the required number of contract days for that employee. 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 professional development that is integrated within other professional development offerings including taking or teaching an online or blended course.

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

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

Beginning in the 2013-14 school-year and every fourth year thereafter, all mandated reporters and licensed personnel shall receive two (2) hours of PD related to child maltreatment required under

A.C.A. § 6-61-133(d)(e)(2). For the purposes of this training, "mandated reporters" includes school social workers, psychologists, and nurses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved PD activities may include:

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

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

PD activities shall relate to the following areas:

- Content (K-12);
- Instructional strategies;
- Assessment/data-driven decision making;

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

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

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

Legal References:       Arkansas State Board of Education: Standards of Accreditation 15.04  
                                   ADE Rules Governing Professional Development  
                                   ADE Rules Governing the Arkansas Financial Accounting and Reporting  
                                   System  
                                   and Annual Training Requirements  
                                   A. C.A. § 6-10-121  
                                   A. C.A. § 6-10-122  
                                   A. C.A. § 6-10-123  
                                   A.C.A. § 6-15-404(f)(2)  
                                   A.C.A. § 6-15-420  
                                   A.C.A. § 6-15-426(f)(g)(h)  
                                   A.C.A. § 6-15-438  
                                   A.C.A. § 6-15-1004(c)  
                                   A.C.A. § 6-15-1302  
                                   A.C.A. § 6-15-1303

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

Date Adopted: July 8, 2004  
Last Revised: Nov. 16, 2009  
Oct. 23, 2013  
June 16, 2014

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

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

1. The employee shall possess a current commercial vehicle driver's license for driving a school bus;
2. Have undergone a physical examination, which shall include a drug test, 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 result for that employee. The offer of employment is also conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.

#### **Methods of Testing**

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

#### **Definitions**

"Safety sensitive function" includes:

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

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

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

## **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.<sup>46</sup>

### **Refusal to Submit**

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

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

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

### **Consequences for Violations**

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.<sup>57</sup>

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.

Date Adopted: July 8, 2004  
Last Revised: June 16, 2014

### **3.8—LICENSED PERSONNEL SICK LEAVE/ LEAVE OF ABSENCE**

#### **Definitions**

1. “Employee” is a full-time employee of the District.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month, or major part thereof, up to 12 per year.
4. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of one hundred twenty (120) days accrued from previous contract, but not used.
5. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the teacher.

#### **Sick Leave**

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

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

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

At the discretion of the principal (or Superintendent), the District may require a written statement of the employee’s physician. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

Should a teacher be absent frequently during a school year, and 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, (after the employee has exhausted all their sick days, personal days and or any approved FMLA leave), whatever the cause, to the extent that the employee is not carrying out his assigned duties to an extent that the education of students is substantially adversely affected (at the determination of the principal or Superintendent) may result in dismissal.

When claiming sick leave, an employee must complete a leave request and file it with his/her immediate supervisor. The administrative office will keep an accurate record of leave.

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

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

At the end of each year, employees with over 120 accumulated sick leave days will receive a daily rate equivalent to current certified sub pay for each day over 120. Retiring employees with a minimum of five (5) years employment with the OMSD (BPSD, WGSD, SJSJ) will be reimbursed for all accumulated sick leave days, up to a maximum of 130 days, at a daily rate equivalent to current certified sub pay.

### **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:        Policy 3.32 – LICENSED FAMILY MEDICAL LEAVE  
                                  3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT  
                                  3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND  
                                  WORKERS' COMPENSATION

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

Date Adopted: July 8, 2004  
Last Revised: August 18, 2008  
March 21, 2011  
June 16, 2014

### **3.8A—BEREAVEMENT**

At the beginning of each staff member's contract period, the staff member will be granted three bereavement days. The bereavement policy covers the death of a licensed staff member's spouse, children, and parents. This leave may be taken at any point during the contract period. One of the three bereavement days may be used for the death of an unspecified person. If more than three days are needed, sick days may be used for this purpose.

Bereavement days may not be accumulated and are not figured in on the end of the year compensation (see Sick Leave Policy)

Dated Adopted: July 8, 2004

Last Revised: November 20, 2006

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

The Personnel Policy Committee shall administer the bank according to the following regulations:

1. The OMSD agrees that the Sick Leave Bank (SLB) will be established, and may be used by an employee who is an eligible member of the SLB. The SLB year shall be the same as the school year. SLB days carry over from year to year.
2. The PPC shall be responsible for the proper administration of the Sick Leave Bank. The Superintendent's office shall keep a copy of all records pertaining to the Sick Leave Bank, and will keep the PPC informed as to the accumulated days and the membership roster.
3. PPC may appoint a sub-committee of PPC members to review SLB requests for days.
4. Sick Leave Bank days may only be used upon exhaustion of a bank member's accumulated sick leave.
5. Sick Leave Bank days will only be granted in case of catastrophic illness or injury of a SLB member, or immediate family member or spouse's immediate family member.
6. A request for SLB days must be submitted on the Sick Leave Bank Request Form.
7. No applicant shall be eligible to apply for more than 2 requests per year of up to 10 days each.
8. In cases where the SLB sub-committee denies a request for use of Sick Leave Bank days, the denial of any request shall be in writing.
9. If a SLB applicant receives days, they must contribute at least 2 days per year back to the Bank until they have repaid the number of days they received.
10. When the PPC receives a request for the use of SLB days, the SLB sub-committee will review the request and approve or deny.
11. New participants in the SLB shall contribute two days of their sick leave to the bank.
12. To continue membership, the Declaration of Membership Form must be completed and returned to the PPC chair by October 1.
13. For continuing membership, no days will be deducted unless solicited.
14. If accumulated days in the Bank fall below 65, committee members will request that each Bank member contribute an equal number of days in order to remain a member. At that time, any member who does not wish to contribute that number of days or has no days available to contribute will no longer be eligible for SLB membership.
15. Days contributed to the Bank become property of the Sick Leave Bank, but upon dissolution of the Bank, the days in the Bank will be equally distributed among the current members.
16. The regulations and forms that administer this policy shall be kept on file in the Superintendent's office and with the PPC.
17. Any employee who wishes to donate days to the SLB may do so by completing the SLB donation form and submitting the form to the bookkeeper.

#### **DEFINITIONS:**

- "New participant" is any employee who was not a member of the SLB during the previous year.
- "Catastrophic illness" shall be defined as any severe or disabling illness or injury of an bank member or immediate family member.
- "Immediate family member" shall be defined as mother, father, spouse, child, stepchild, brother, sister, grandparent, or any other dependent.

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: July 8, 2004  
Last Revised: May 17, 2010

## SICK LEAVE BANK REQUEST FORM

Please complete and return to the Personnel Policy Committee member.

Name \_\_\_\_\_

School Campus \_\_\_\_\_ Position \_\_\_\_\_

Patient's name if different from employee \_\_\_\_\_ Relationship \_\_\_\_\_

Have you received days from the sick leave bank before? \_\_\_\_\_ If so, when? \_\_\_\_\_

Do you owe days to the sick leave bank? \_\_\_\_\_ If so, how many? \_\_\_\_\_

Number of sick leave bank days requested \_\_\_\_\_

Please describe the reason for this request.

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- Health care provider statement may be requested by the committee.

Employee signature \_\_\_\_\_ Date \_\_\_\_\_

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### Committee Use Only

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

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### For Bookkeeper

\_\_\_\_\_ Classified \_\_\_\_\_ Licensed

\_\_\_\_\_ Days will be transferred from the sick leave bank to the above named individual's personal sick leave.

\_\_\_\_\_ Total number of days remaining in this OMSD Sick Leave Bank



## SICK LEAVE BANK DECLARATION OF MEMBERSHIP FORM

Check One

\_\_\_ No, I **Do Not** wish to participate in the Sick Leave Bank.

\_\_\_ Yes, I **Do** wish to participate in the Sick Leave Bank. **I am a new member** this year so please deduct 2 days from my sick leave.  
(A new member is one who was not a member during the previous school year).

\_\_\_ Yes, I **Do** wish to participate in the Sick Leave Bank. **I am continuing member.** (If you wish to donate days please use the SLB donation form)

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**This selection is for Sick Leave Bank members who have previously received days from the bank and need a repayment of days received.**

\_\_\_ Yes, I wish to participate in the Sick Leave Bank. I have received days from the Sick Leave Bank during the year, so please deduct \_\_\_ (minimum of 2) days to be applied toward reimbursement of days received from the bank. This will leave my balance of days owed at \_\_\_ days.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

## **SICK LEAVE BANK DONATION FORM**

Please complete and return to a Personnel Policy committee member.

Name \_\_\_\_\_ Date \_\_\_\_\_

Do you owe days to the Sick Leave Bank? \_\_\_\_\_ If so, how many? \_\_\_\_\_

How many Sick Days do you wish to donate? \_\_\_\_\_

Employee Signature \_\_\_\_\_

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### **For Bookkeeper Only**

\_\_\_\_\_ Days will be transferred from the above named individual to the Sick Leave Bank.

### **3.10—LICENSED PERSONNEL PLANNING TIME**

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

Teachers will be given 200 minutes of weekly planning time which 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.

In the event an employee is requested or required to perform other tasks during such time, the employee shall be paid additional compensation. Such compensation shall be an amount equal to the employee's pro rata hourly rate for all activities performed.

Plan books have been provided for teachers. It is required that these be made out a week in advance. The plans should be clear and organized in such a manner that a substitute teacher can conduct class. Grade books are issued to each teacher at the beginning of the school year and will be turned into the office at the end of the school year. The grade books should be kept neatly and should reflect daily grades, weekly grades, test grades, nine-week grades, semester grades and absentees. Grade books must be easily interpreted.

The administration strives to require only the necessary paper work and reports. The required reports must be completed promptly, accurately, and legibly.

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

Date Adopted: July 8, 2004

Last Revised:

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

#### **Personal Leave**

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are time during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. Twelve month employees will receive one additional day of leave each year for a total of three.

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 3.9, 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.

Any employee desiring to take personal leave may do so by making a written request to his/her supervisor. It may be taken in hourly increments. Principals may approve or disapprove personal days based on school needs. Time used beyond the accumulated days will be deducted from regular salary.

Personal leave may accumulate up to a maximum of five days. After five days are accumulated, any additional days will revert to sick leave. All existing accumulated personal leave days shall carry over from the three consolidating districts (BPSD, SJSJSD, WGSD) into the newly formed Ozark Mountain district.

#### **Professional Leave**

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

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

If the employee does not receive or does not accept remuneration for their participation in the professional leave activity and a substitute is needed for the employee, the District shall pay the full cost of the substitute. If the employee receives and accepts remuneration for their participation in the professional leave activity (e.g.

scholastic audits or praxis assessments), the employee shall forfeit his/her daily rate of pay from the district for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the district.

Legal Reference: A.C.A. § 6-17-211

Date Adopted: July 8, 2004

Last Revised: June 16, 2008

### **3.11A---VACATION FOR TWELVE-MONTH CONTRACT EMPLOYEES**

All employees working on a twelve-month contract are entitled to two weeks a year vacation with pay following the first completed year of employment.

All vacations of such employee can be taken in the months of June or July, or no more than three days per month while school is in session. Employees may carry over ten (10) vacation days from one school year to the next. An employee may not have more than twenty (20) vacation days at any one time. Vacation days will not transfer into the employee's sick leave account.

The superintendent must approve all vacations and all other absences from available duty during the summer months, including educational leave.

Date Adopted: July 8, 2004

Last Revised:

### **3.12 – LICENSED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS**

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

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

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

Cross Reference: 6.10 – SEX OFFENDERS ON CAMPUS (MEAGAN’S LAW)

Legal Reference:           A.C.A. § 12-12-913 (g) (2)  
Arkansas Department of Education Guidelines for “Meagan’s Law”  
A.C.A. § 5-14-132

Date Adopted: June 16, 2008  
Last Revised:

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

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

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

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

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

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

Date Adopted: July 8, 2004

Last Revised:



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

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

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

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

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

Date Adopted: July 8, 2004

Last Revised: June 21, 2010

### **3.15—LICENSED PERSONNEL LEAVE — INJURY FROM ASSAULT**

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

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

In order to obtain leave under this policy, the teacher must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the teacher to return to work, and written statements from witnesses (or other documentation as appropriate to a given incident) to prove that the incident occurred in the course of the teacher's employment. The school board may request that a medical doctor, of the Board's choosing, verify the inability of the employee to return to work examine the employee. If there is disagreement between the employee's doctor and the Board's doctor, a third opinion shall be requested from a medical doctor that both the employee and the employer agree upon. In such a case, the decision from the agreed upon doctor shall be the decision that the Board and the employee shall abide by.

The employee shall not draw workers' compensation or hold any other job during the time the Board is paying full salary under the conditions of this policy.

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

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

Date Adopted: July 8, 2004  
Last Revised: May 21, 2007

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

Pre-kindergarten through sixth grade teachers shall be allotted the amount required by law per student enrolled in the teacher's class to be used for the purchase of classroom supplies and class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account. For the purposes of this policy, pre-kindergarten through sixth grade teachers shall be eligible for the allotted supply reimbursement for those students enrolled in the teacher's class for more than 50% of the school day at the end of the first three months of the school year.

Teachers may purchase supplies and supplementary materials from the district at the district's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by the principal a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Receipts totaling less than \$ 10.00 will be held until total receipts are equal to or greater than \$ 10.00. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property.

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

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

Date Adopted: July 8, 2004

Last Revised:

### **3.17—INSULT OR ABUSE OF LICENSED PERSONNEL**

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

1. Cause a breach of the peace;
2. Materially and substantially interfere with the operation of the school; and/or
3. Arouse the person to whom the language is addressed to anger, to the extent likely to cause imminent retaliation.

Legal Reference:       A.C.A. § 6-17-106

Date Adopted: July 8, 2004

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.

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

Date Adopted: July 8, 2004  
Last Revised: June 16, 2014

### **3.19—LICENSED PERSONNEL EMPLOYMENT**

Vacancies arising or anticipated between one school year and the next shall be posted on the district's website and in the superintendent's office. Postings shall contain the minimum qualifications, skill requirements, and the job description for the posted position. Current employees will have first consideration for an interview. Notice of a vacancy shall not be posted outside the district until all interested employees from within the district have been interviewed.

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

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

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

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

The Superintendent or his/her designee, shall serve as the Districts' Civil Rights and Equity Coordinator.

The School Board upon the recommendation of the Superintendent shall employ the licensed staff. It is the duty of the Superintendent to see that persons recommended for employment shall meet all qualifications established by law or by the school board for the type position for which the recommendation is made.

The Superintendent shall be responsible for the assignment of all licensed staff members. Each employee shall be given written notice of the next year's assignment as soon as possible. Such notice shall specify the building, grade level, and subject area to which the employee will be assigned. In addition, such notice shall explain the nature of special student problems that may have to be dealt with by the employee when these problems are known to the district.

Involuntary transfers shall be made only in cases of emergency or in the prevention of undue disruption of the instructional program. No involuntary transfer shall be made arbitrarily.

If the district should request any employee to attend training (workshops, conferences, etc.) necessary to teach additional classes, the district will agree to pay tuition/registration and associated costs approved by the administration. College courses tuition/registration and book costs will be reimbursed upon completion of requested courses. **The employee agrees to commit to two years beyond the completion of required training or reimburse the district full cost.**

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; or

For purposes of this policy, “veteran” is defined as:

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

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

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

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

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

Date Adopted: July 8, 2004  
Last Revised: June 21, 2010  
                  June 16, 2014

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

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

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

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

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: July 8, 2004

Last Revised: December 18, 2006



### **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-pipes, or under any other name or descriptor.

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

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

Date Adopted: July 8, 2004

Last Revised: June 16, 2014

### **3.22—DRESS OF LICENSED EMPLOYEES**

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

Date Adopted: July 8, 2004

Last Revised:

### **3.23—LICENSED PERSONNEL POLITICAL ACTIVITY**

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

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

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

Date Adopted: July 8, 2004

Last Revised:

### **3.24—LICENSED PERSONNEL DEBTS**

All employees are expected to meet their financial obligations. If an employee writes “hot” checks or has his income garnished, dismissal may result.

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

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

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

Date Adopted: May 18, 2009

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.

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: a day in which a majority of the employees of the same job classification as the employee with a grievance is scheduled to work.

#### **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<sup>2</sup>. If the grievance is not appealed to the Board of Directors within five working days of his/her receipt of the superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

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

elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

**Records**

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

**Reprisals**

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

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

Date Adopted: July 8, 2004

Last Revised: May 21, 2007

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

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

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

Personnel Policy grievance is based upon:

\_\_\_\_\_

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

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

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Supervisor's Response

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

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Date Adopted: July 8, 2004

Last Revised:



### **3.26—LICENSED PERSONNEL SEXUAL HARASSMENT**

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

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

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

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

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

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

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

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

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, administrator, or Title IX coordinator who will assist them in the

complaint process. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment. To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.

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

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

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

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

Date Adopted: July 8, 2004

Last Revised:

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

All District personnel are expected to conscientiously execute their responsibilities to promote the health, safety, and welfare of the District's students under their care. All teachers are expected to supervise the students assigned to them at all times. Teachers shall know where their students are and not allow them to roam the building or grounds. Teachers should not allow students to go see a teacher or another student who is in a class unless an emergency exists. Teachers should use their own judgment in allowing students to leave class to go to the restroom. Avoid having more than one student in the same restroom at the same time. Teachers are to be responsible for students assigned to them for the entire period --- no early dismissing of classes , club meetings or any special activities unless specific arrangements have been made with the principal in advance.

During class changes, teachers will monitor students entering and exiting their classroom and observe student activity. Teachers will not leave their students unsupervised in their classrooms, on the playground, in the cafeteria, or anywhere else teachers have been assigned to monitor student activity. If an emergency may arise that requires a teacher leave their supervisory duties, a replacement supervisor must be in place. Teachers will maintain their classroom in a manner that reflects an environment for learning. Students' work (when appropriate) should be displayed to promote pride and self-esteem.

The Superintendent shall direct all principals to establish regulations ensuring faculty supervision of students throughout the school day and at extracurricular activities.

Date Adopted: July 8, 2004

Last Revised:

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

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

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

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

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

Date Adopted: July 8, 2004  
Last Revised: Nov. 19, 2009

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

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

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

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

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

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

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

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

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

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

Date Adopted: Nov. 20, 2006  
Last Revised:

### 3.29—LICENSED PERSONNEL SCHOOL CALENDAR

The superintendent shall present to the 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 Ozark Mountain School District shall operate by the following calendar. (Insert your school calendar here.)

Legal Reference: A.C.A. § 6-17-201

Date Adopted:

Last Revised:

### Ozark Mountain School Calendar 2015-2016

July 2015							July	January 2016							January	
Su	M	Tu	W	Th	F	Sa		Su	M	Tu	W	Th	F	Sa		
			1	2	3	4							1	2	1	Christmas Break
5	6	7	8	9	10	11		3	4	5	6	7	8	9	4	Required PD-No Students
12	13	14	15	16	17	18		10	11	12	13	14	15	16	5	Begin 3rd quarter
19	20	21	22	23	24	25		17	18	19	20	21	22	23	18	Flex Day- No Students
26	27	28	29	30	31			24	25	26	27	28	29	30		
								31								

  

August 2015							August	February 2016							February		
Su	M	Tu	W	Th	F	Sa		Su	M	Tu	W	Th	F	Sa			
						1	10-13 Professional Development			1	2	3	4	5	6	4	Progress Reports
2	3	4	5	6	7	8	17 First Day of School	7	8	9	10	11	12	13	11	Parent Teacher Conferences	
9	10	11	12	13	14	15		14	15	16	17	18	19	20	12	Flex day-No Students	
16	17	18	19	20	21	22		21	22	23	24	25	26	27			
23	24	25	26	27	28	29		28	29								
30	31																

  

September 2015							September	March 2016							March		
Su	M	Tu	W	Th	F	Sa		Su	M	Tu	W	Th	F	Sa			
		1	2	3	4	5	7 Labor Day No School				1	2	3	4	5	11	End 3rd quarter-47 days
6	7	8	9	10	11	12	11 Progress Reports	6	7	8	9	10	11	12	14	Begin 4th quarter	
13	14	15	16	17	18	19		13	14	15	16	17	18	19	21-25	Spring Break	
20	21	22	23	24	25	26		20	21	22	23	24	25	26			
27	28	29	30					27	28	29	30	31					

October 2015							October	April 2016							April
Su	M	Tu	W	Th	F	Sa		Su	M	Tu	W	Th	F	Sa	
				1	2	3	14						1	2	15
4	5	6	7	8	9	10	15	3	4	5	6	7	8	9	Progress Reports
11	12	13	14	15	16	17		10	11	12	13	14	15	16	
18	19	20	21	22	23	24		17	18	19	20	21	22	23	
25	26	27	28	29	30	31		24	25	26	27	28	29	30	

November 2015							November	May 2016							May
Su	M	Tu	W	Th	F	Sa		Su	M	Tu	W	Th	F	Sa	
							11								23
1	2	3	4	5	6	7	18	1	2	3	4	5	6	7	24-25
8	9	10	11	12	13	14	23	8	9	10	11	12	13	14	24-27
15	16	17	18	19	20	21	24	15	16	17	18	19	20	21	30
22	23	24	25	26	27	28	25-27	22	23	24	25	26	27	28	31
29	30						Thanksgiving Break	29	30	31					Make up snow

December 2015							December	June 2016							June
Su	M	Tu	W	Th	F	Sa		Su	M	Tu	W	Th	F	Sa	
		1	2	3	4	5	18				1	2	3	4	
6	7	8	9	10	11	12	21-1	5	6	7	8	9	10	11	
13	14	15	16	17	18	19	End 2nd quarter-43 days	12	13	14	15	16	17	18	
20	21	22	23	24	25	26	Christmas Break	19	20	21	22	23	24	25	
27	28	29	30	31				26	27	28	29	30			



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

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

Teachers are required to communicate during the school year with the parent(s) or legal guardian(s) of each of their students to discuss their academic progress. Teachers are required to send progress reports home every four and a half (4 1/2) weeks during the school year to the parent(s) or legal guardian(s) of students who are performing below grade level.

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

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

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

Date Adopted: July 8, 2004

Last Revised:

### **3.31—DRUG FREE WORKPLACE - LICENSED PERSONNEL**

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

To help promote a drug free workplace, the district shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the district's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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

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

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his

immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately.

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

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

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

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

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

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

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

Date Adopted: Nov. 16, 2009

Last Revised:

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

CERTIFICATION

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

### 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

#### Definitions:

Covered active duty means

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

Covered Service Member is

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

Eligible Employee: is an employee who has been employed by the district for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave. Full time, licensed teachers are considered to have met the 1250 hour requirement for eligibility.

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

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

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

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

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

**Qualifying Exigency:** Issues that arise due to covered active duty or a call to covered active duty of an employee's spouse, son, daughter, or parent. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.

**Parent:** is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter.

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

**Serious Injury or Illness:**

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

**Year:** the twelve (12) month period of eligibility shall begin on the first the eligible employee takes FMLA and ends 12 months after that date.

### **Policy**

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

### **Leave Eligibility**

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

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

The entitlement to leave for reasons 1 and 2 listed above shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement. Spouses are jointly entitled to a combined total of 12 work weeks for reasons 1 and 2 stated above.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered service member** shall be entitled to a total of 26 weeks of leave during one 12-month period to care for the service member who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered service member is limited for reasons 1 through 5 listed above to a total of 12 weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for 16 weeks during a 12 month period could only take a total of 10 weeks for reasons 1 through 5.

If husband and wife are both eligible employees employed by the district, the husband and wife are entitled to a total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member** with a serious injury or illness as defined in this policy. A husband and wife who care for such a covered service member is limited for reason 1 through 5 listed above to a total of 12 weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for 16 weeks during a 12 month period could only take a total of 10 weeks for reasons 1 through 5.

### **District Notice to Employees**

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

## **Employee Notice to District**

### Foreseeable:

When the need for leave is foreseeable for reasons 1 through 4 or 6 listed above, the employee shall provide the district with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

When the necessity for leave for reason 5 listed above is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active 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.

When the need for leave is for reasons 3, 4, or 6 listed above, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the district subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

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

### Unforeseeable:

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

## **Medical Certification**

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



certification must include a statement that the employee is unable to perform the required functions of his/her position.

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

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

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

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

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

No second or third opinion on recertification may be required.

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

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing, of the decision within two workdays. If the leave is intermittent or on a reduced schedule as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

## **Concurrent Leave**

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

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

## **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. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.

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

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

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

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

### **Reporting Requirements during Leave**

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

### **Return to Work**

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

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

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

### **Extended illness**

Any employee whose personal illness, disability or care of immediate family member extends beyond FMLA may be entitled to a leave of absence for the remainder of the current semester and up to one additional semester. The Board may require a doctor's certificate verifying the

illness or disability at the time the extended leave begins and again at the beginning of a semester. All leave granted in accordance with this section shall be without pay, step increment, accrual of seniority and district paid insurance.

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

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the district agrees to permit such leave upon request of the employee.

Eligible employees may take intermittent or reduced schedule leave due to reasons 3, 4, and 6 listed above

(A) made a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and

(B) Provided the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

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

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

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

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

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

If the eligible, instructional employee begins leave, due to reasons 1 through 6 listed above, more than 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

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

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

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

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

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

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

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

Cross Reference: 3.8—LICENSED PERSONNEL SICK LEAVE

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

Date Adopted: July 8, 2004  
Last Revised: June 21, 2010  
June 16, 2014

## EMPLOYEE REQUEST FOR FAMILY OR MEDICAL LEAVE

Employee Name: \_\_\_\_\_ Campus: \_\_\_\_\_

FMLA Leave of Absence is requested for the following reasons:

- 1. The birth of a son or daughter in order to care for such son or daughter; OR
- 2. The placement of a son or daughter for adoption or foster care; OR
- 3. In order to care for the spouse, or a son, daughter, or parent is such has serious health condition; OR
- 4. A serious health condition that makes me unable to perform the functions of my position; OR
- 5. A qualifying exigency arising out of the fact that my spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed forces in support of a contingency operation.
- 6. I am the (circle one) spouse/son or daughter/parent/next of kin of a covered service member with a serious injury or illness.

Date requested leave to begin: \_\_\_\_\_ Anticipated return to work date: \_\_\_\_\_

I understand that I have a right under the FMLA for up to 12 weeks of unpaid leave in a 12 month period for the first four reasons listed above and up to 26 weeks for the last two reasons listed above. Also, my health benefits must be maintained by me during any period of unpaid leave under the same conditions as if I continued to work, and that I must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on my return from leave. If I do not return to work following FMLA leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would entitle me to FMLA leave, should there be leave time remaining, I may be required to reimburse my employer for their share of health insurance premiums paid on my behalf during my FMLA leave.

I also understand that :

1. The requested leave will be counted against my annual FMLA leave entitlement.
2. I may be required to furnish medical certification of a serious health condition no sooner than 15 days after I am notified of this requirement. Failure to provide the requested certification may delay the commencement of my leave until the certification is submitted.
3. I will be required by my employer to substitute accrued paid leave for unpaid FMLA to the extent that paid leave has been accumulated. In other words, accrued paid sick leave will run concurrently with FMLA (NOTE: not to exceed 30 days of PAID leave for normal childbirth, remaining FMLA will UNPAID). Please refer to Personnel Policy 3.32 or 8.23 for further information.
4. If I normally pay a portion of the premiums for my health insurance, these payments will need to continue during the period on my FMLA leave. If pay dock occurs because unpaid leave results in insufficient funds to cover the payment of premium(s), I will make arrangement with the payroll clerk for payment. If payment has not been made timely, my group health insurance may be canceled. These same conditions also apply to other benefits while I am on FMLA leave.

5. I may be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, my return may be delayed until such certification is provided.
6. I may be required to furnish my employer with periodic reports of my status and intent to return to work every 2 weeks while on FMLA.
7. I may be required to furnish recertification every 30 days relating to a serious health condition.
8. In the event I fail to return to work, the superintendent will make a determination regarding the documented need for a severance of my contract due to my inability to fulfill the responsibilities and requirements of my contract.

Employee Signature \_\_\_\_\_ Date: \_\_\_\_\_

### **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. No teacher shall be asked to perform more than the amount of time allowed by law for non-instructional duties.

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

Date Adopted: July 8, 2004

Last Revised:



### **3.34—LICENSED PERSONNEL CELL PHONE USE**

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

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

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

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.

Date Adopted: July 8, 2004  
Last Revised: May 18, 2009  
June 16, 2014

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

The Ozark Mountain 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 (at a rate of \$5.00 above the state minimum required);
3. Contribution to the teacher retirement system;
4. One sick leave day per 20 days contracted to be rounded to the nearest ½ day;
5. Two personal days; and
6. Paid Delta Dental Insurance (employee only)

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

Date Adopted: July 8, 2004  
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 through 1510. . The Act specifically is not made a part of this policy by this reference.

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

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

Date Adopted: July 8, 2004

Last Revised:

### **3.37—ASSIGNMENT OF TEACHER AIDES**

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

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

Date Adopted: July 8, 2004

Last Revised:

### **3.38—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING**

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

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 grounds; off school grounds 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.

Definition:

Bullying is any pattern of behavior by a student, or a group of students, that is intended to harass, intimidate, ridicule, humiliate, or instill fear in another child or group of children. Bullying behavior can be a threat of, or actual, physical harm or it can be verbal abuse of the child. Bullying also includes unacceptable behavior identified in this policy which is electronically transmitted. Bullying is a series of recurring actions committed over a period of time directed toward one student, or successive, separate actions directed against multiple students.

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

1. Sarcastic "compliments" about another student's personal appearance,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
5. Demeaning humor relating to a student's race, gender, ethnicity or personal characteristics,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings, and/or
10. Threats of harm to student(s), possessions, or others.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: August 20, 2007  
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>. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

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

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

Date Adopted: June 16, 2008

Last Revised:

### **3.41—LICENSED PERSONNEL VIDEO SURVEILLANCE**

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

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

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

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

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

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

Date Adopted: June 16, 2008

Last Revised:



### **3.42 – RELEASE OF STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION**

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

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

Legal References:     Commissioner’s Memo IA-05-018, FIN 09-041, and IA 00-011  
                              ADE Eligibility Manual for School Meals Revised July 2008  
                              7 CFR 210.1 – 210.31  
                              7 CFR 220.1 – 220.22  
                              42 USC 1758(b)(6)

Date Adopted: May 18, 2009

Last Revised:

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

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

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

Date Adopted: May 18, 2009  
Last Revised:

### **3.44 – LICENSED PERSONNEL WORKPLACE INJURIES and WORKERS’ COMPENSATION**

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

For injuries requiring medical attention, the district 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.

Workers’ compensation absences may be designated as FMLS absences when the criteria are met under FMLS for a serious health condition.

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

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

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

- the employee will be charged for a day's sick leave for the all days missed until such time as the WC claim has been approved or denied;
- to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of an employee whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, pay;

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

Cross References:

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

Legal References: Ark Workers compensation Commission RULE 099.33 – MANAGED CARE  
A.C.A. § 11-9-508(d)(5)(A)  
A.C.A. § 11-9-514(a)93)(A)(i)

Date Adopted: Dec. 14, 2009  
Last Revised: June 16, 2014

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

#### **Definitions**

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

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

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 staff many ways they can present themselves unprofessionally and/or interact with students inappropriately.

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

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

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

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

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

District employees may set up blogs and other professional/education social media accounts using District resources and following District guidelines to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social 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 media website, have the potential to be disseminated far beyond the speaker's desire or intention. This could undermine the public's perception of the individual's fitness to educate students, thus undermining the teacher's effectiveness. In this way, the expression and publication of such opinions could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

Accessing social media websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from 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.

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:

#### 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 or regulations. If such an investigation occurs, and the employee refuses, upon request, to supply the username and/or password required to make an investigation, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the employee's contract of employment with the District.

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

In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accord with other District policy for using district equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, other electronic device, or use of the District's network. (See policy 3.28—LICENSED PERSONNEL COMPUTER USE POLICY)

Cross reference:           3.28—LICENSED PERSONNEL COMPUTER USE POLICY

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

Date Adopted: June 16, 2014

Last Revised:

### **3.46—LICENSED PERSONNEL VACATIONS**

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

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

No employee shall be entitled to more than 20 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Employees having accrued vacation totaling more than 20 days as of the date this policy is implemented shall not be eligible to increase the number of days carried forward during their employment with the district.

Date Adopted: June 16, 2014

Last Revised:



### **3.47—DEPOSITING COLLECTED FUNDS**

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to keep collected money secured and to deposit amounts in excess of \$100 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: June 16, 2014

Last Revised:

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

#### Firearms

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

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

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

Possession of a firearm by a school district employee 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

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

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

Date Adopted: June 16, 2014

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

#### Continuing Administrators

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

#### Newly Hired or Promoted Administrators

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

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

Date Adopted: June 16, 2014

Last Revised:

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

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

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

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages.<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: June 16, 2014

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.

### TIN Reporting

All licensed employees are required to complete and return 3.52F-Health Care Coverage and TIN Report Form by no later than October 27 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 dependent 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 27 shall be grounds for disciplinary action against the employee up to and including termination or non-renewal of contract.

### Statement of Return

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

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: June 16, 2014

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 dependents 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: June 16, 2014

Last Revised: