

**CAVE CITY DISTRICT
LICENSED PERSONNEL
POLICIES**

2013-2014

Donald Simmons
Board President

2013-14 Policy Changes or Additions

3.1—LICENSED PERSONNEL SALARY SCHEDULE - A new footnote was added with a sample Resolution (required by Act 1120 of 2013) attesting to the boards review of the 5% or greater salary increases. The actual policy adoption language that is required by Act 1120 of 2013 has been added to policy 1.9. The Resolution will need to be provided annually to the district's financial auditor. There is no provision in the act for what to do in the years in which there is no salary increase that meets the act's criteria. At a minimum, be prepared to tell the auditor that there was no need for the Resolution. To align the policy with the ADE's change in nomenclature, "non-traditional licensure" was changed to **Arkansas Professional Pathway to Educator Licensure (APPEL) Program**. **These changes do not change the policy and it does not have to go through the PPC.**

3.2—LICENSED PERSONNEL EVALUATIONS - This policy has been rewritten. There is one section that should apply to all districts and then a second section that contains four options that represent various levels of TESS and LEADS implementation that is possible for the 2013-14 school-year. Districts should choose the one that most closely represents their plans for 2013-14. There is a separate Cover Letter included in this update that discusses the policy.

3.4—LICENSED PERSONNEL REDUCTION IN FORCE - "laid off" was replaced where it appeared in the policy with "non-renewed" for consistency purposes. Also, "or terminated" was added as applicable throughout the policy in conjunction with "non-renewed."

3.6—LICENSED PERSONNEL EMPLOYEE TRAINING - Act 969 of 2013 made major changes to the professional development requirements for teachers.

3.8—LICENSED PERSONNEL SICK LEAVE - OPTION A - Some tweaking was done to better align with FMLA and a footnote was amended to help explain adoption leave.

3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE - a grammatical error in the last paragraph was corrected and the reference to "Praxis III assessments" was deleted since they are being eliminated.

3.21—LICENSED PERSONNEL TOBACCO USE - Act 1099 of 2013 added e-cigarette language to the tobacco prohibition on school property. The policy has been updated accordingly and revised to better align with the student policy - 4.23.

3.24—LICENSED PERSONNEL DEBTS - language was added to define exactly what form of garnishment could trigger disciplinary action.

3.29—LICENSED PERSONNEL SCHOOL CALENDAR - a sentence was added to align with ACTAAP Rules stipulating that the school calendar couldn't interfere with ACTAAP testing.

3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE - several "clean up" changes were made, a new paragraph was added to address a component of "Intermittent Leave" that was not addressed in the last update, and a new footnote was added concerning the definition of "son or

daughter" triggered by a Wage and Hour Division of the U.S. Department of Labor Guidance. The footnote triggered a renumbering of all but the first footnote.

3.34—LICENSED PERSONNEL CELL PHONE USE - a new footnote was added. This does not change the policy and does not have to go through the PPC.

3.36—LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL - language was added to include TESS as possible grounds for dismissal.

3.42—~~OBTAINING and RELEASING~~ ~~RELEASE OF~~ STUDENT'S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION - As noted by the policy's name change, a new section was added to address how districts may and may not obtain the information.

3.45—LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS - Act 1480 of 2013 established restrictions on possible administration requests for the release of staff member's social media account user name or passwords. This required changes to the policy. Some additional updating to make the policy more current to the present reality of social networking.

3.46—LICENSED PERSONNEL VACATIONS - The second paragraph was amended and a footnote was added to explain options regarding the policy's last paragraph.

3.48—LICENSED PERSONNEL WEAPONS ON CAMPUS - Act 746 of 2013 amended two of the statutes that deal with firearms and other weapons on school campuses. Unfortunately, the act has, unintentionally, served to complicate gun possession on school campuses. The first paragraph of the policy has been rewritten and a long footnote has been added to try to explain some of the complications/issues with current law. The second optional paragraph has also been embellished with new language.

3.49—TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM - this is a new policy to address the recommendation contained in the ADE's new Rules on the Review of Student Discipline Policies.

3.50—ADMINISTRATOR EVALUATOR CERTIFICATION - The implementation of TESS coupled with ADE's Rules necessitates that all summative evaluation evaluators be certified. This policy phases in that requirement. **NOTE: this policy was not triggered by Act 709 and therefore would trigger the rescission clause (see A.C.A. 6-17-204(c)(2)) for those administrators who would be affected by its requirements.**

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**CAVE CITY SCHOOL DISTRICT CALENDAR
PROPOSED AMENDMENTS TO PERSONNEL POLICIES**

After presentation to the school board, proposed changes to personnel policies submitted by the district's committee on personnel policies will either be adopted, rejected or referred back to the committee no later than the next regular board meeting following the presentation.

ADMINISTRATIVE ORGANIZATION

The corporate name of this school district shall be Cave City School District No. 2-A (LEA6802) as provided by law. It is the policy of Cave City School District to provide equal opportunities without regard to race, color, national origin, sex, age, qualified handicap, or veteran status in it's educational programs and activities. This includes, but is not limited to, admissions, educational services, financial aid, and employment. Inquiries concerning application of this policy may referred to:

Superintendent of Schools
Cave City Public Schools
P.O. Box 600
Cave City, Arkansas 72521
Telephone (501) 283-5391

Section A: Board of Directors

The Board of Directors is composed of seven members elected at the annual school election for a five year term. The Board meets on the third Monday of each month. Special Board meetings can be called by the President of the Board or when requested by four members of the Board. Notification of meetings shall be made to the local media and are open to the public in compliance with the Freedom of Information Act. The Board will follow state laws in formulating policy.

Section B: Superintendent

The operation of the schools in all it's aspects shall be under the direct administration of the superintendent of schools, operating in executive capacity with respect to the policies agreed upon by the Board of Directors. As chief executive officer, the superintendent may delegate responsibility for the various segments of the school system, but shall be responsible to the Board for all school programs and functions. The superintendent of schools shall keep the Board informed with respect to the operation of the various plans adopted as Board policies. If administrative problems within the schools arise which are not covered by previously adopted administrative policies, the superintendent shall have the power to act, but his decisions shall be subject to review by action of the Board at it's next regularly scheduled Board meeting.

The specific responsibilities of the superintendent are:

- to carry out the policies of the Board;
- to develop and maintain a positive educational program designed to meet the needs of the community;

- to recommend the number and types of positions required for the operation of the educational program;
- to nominate for appointment, to assign, and to define the duties of all personnel subject to approval of the Board;
- to supervise the preparation of the annual budget and to recommend it to the Board for approval;
- to attend professional conferences and meet with community groups concerning the school program and transmit to the Board information collected;
- to attend and participate in all meetings of the Board;
- to conduct a continuous study of student and employee performance;
- to assess the condition of the physical plant and recommend areas which need improvements;
- to provide careful accounting and supervision of all monies and financial transactions in accordance with state law; to record and file all official documents involved in business transactions, such as contracts, agreements, real estate titles, and abstracts in the superintendent's office or with the secretary of the Board;
- to prepare all reports required of the district by the State Department of Education, Retirement system, and other state agencies;
- to keep the Board informed concerning the results of federal and state monitoring of programs;
- to develop plans for the safe transportation of students to and from school;
- staying informed and keeping the board informed and in compliance with new and present laws affecting all aspects of the school system.

Section C: Principals/Assistant Principals

The principal (s) shall be directly responsible to, and under the immediate supervision of the superintendent. Principals shall ordinarily be in their building ahead of either students or teachers and remain in their building until students and teachers have left. Principals who leave the building for purpose other than attendance at civic clubs, principal's meetings, or other school business shall first receive the approval of the superintendent.

The principal's responsibilities shall include:

- direction and supervision of the instructional program;
- evaluation of all personnel under their direct supervision;
- supervision of the operation and maintenance of the buildings, grounds, and other school property assigned;
- administration of the regulations of the superintendent;
- direction of all pupil accounting and attendance records;
- keeping accurate records on all employees assigned;
- develop and maintain positive school and community relations;
- working cooperatively with teachers and their programs;
- assembling factual information for the superintendent's annual report;
- conducting regular fire and tornado drills;
- helping to coordinate activities between schools in the Cave City system;

- staying informed as to current federal and state regulations;
- performing other duties as assigned;
- maintaining a current list of substitutes approved by the superintendent;

Section D: Athletic Director

- Assists in selecting, assigning and evaluating all coaching personnel.
- Assumes leadership role in the orientation and in-service training of coaching personnel. This is especially mindful of safety and injury issues.
- Works with the superintendent in regards to representing the school district in matters of interscholastic athletics with the Arkansas Activities Association.
- Attends mandatory meetings of the AAA and of the conference.
- Sees that all rosters and reports are submitted to the AAA in a timely manner.
- Collaborates with coaches and principals regarding eligibility of athletes.
- Responsible for the organization and scheduling of athletic events.
- Confirms officials for all home contests.
- Arranges transportation with the Transportation Director for away contests and logs mileage for athletic events for audit purposes.
- Develops and continues to evaluate appropriate rules and regulations governing the conduct of athletic activities.
- Works with the nurse in administration of the random drug testing program for extra-curricular students.
- Fosters good school-parent relations by maintain communications relative to rules and regulations on athletics.
- Establishes and enforces the physical, academic and training requirements of eligibility for participation.
- Manages concessions and works with the superintendent with the athletic budget.

Supervisory Responsibilities:

- Athletic Director: Manages subordinate head and assistant coaches. Is responsible for the overall direction, coordination, and evaluation of this unit in extra-curricular athletics. Carries out supervisory responsibilities in accordance with the school's policies and applicable laws. Responsibilities include training employees, planning, assigning, and directing work; appraising performance; addressing complaints; and resolving conflicts related to the athletic program. Oversees any fundraising done by a particular **sport per administrative approval.**

Section E: Coaches (adopted 4-22-13)

Coaches at Cave City must possess effective coaching techniques, skills and possess a thorough knowledge of the rules, regulations, strategies, and technique of the sport. Coaches must possess the ability to establish and maintain effective working relationships with school administrators, parents, and students. To perform a coaching job successfully, an individual must be able to perform each essential duty satisfactorily. The following requirements are representative of knowledge, skill, and/or ability that is expected.

- Coaches should instruct players, individually or in groups, regarding the rules, regulations, equipment, and techniques of the sport.
- Coaches are expected to model sports-like behavior and maintain appropriate conduct towards players, officials, and spectators.
- Coaches should observe players, during competition and practice, to determine needs for team improvement.
- Coaches should direct the program in all phases at a high level of professionalism and enthusiasm.
- Coaches must maintain discipline with individuals in the program and work to increase morale and cooperation.
- Coaches are expected to work with the Athletic Director to assure all rules and regulations with the Arkansas Activities Association are followed.
- Coaches should have a strong influence on the community's image of the program.

An annual evaluation with the Principals, Athletic Director and/or Superintendent will be included with the end of year teacher evaluation

Section F: Teacher

Each teacher shall be under the general direction of the superintendent of schools and immediately responsible to the principal for the carrying out of policies of the Board of Directors as these policies relate to the function of the school, to the classroom, and to contact with pupils and parents.

The specific duties of the teacher shall be:

- to teach the child and to evaluate the learning experience in both curricular and extra-curricular activities;
- to be responsible for the whereabouts of students at all times;
- to administer the classroom in an orderly and professional manner;
- to provide for the care of school property;
- to maintain good relations with parents and the community;
- to attend regularly scheduled faculty meetings;
- to cooperate with, and to help in the planning, evaluation, and improvement of the school program;
- to participate in the in-service education program of the school;
- to maintain the best possible working relations with all school personnel;
- to perform other job related duties assigned by the principal during working hours;
- to abide by school policies as approved by the Board of Directors;
- to comply with departmental and grade level policies;
- a teacher shall have the option of requesting that a particular student not be placed in his/her classroom if that teacher has strong feelings that conflict could arise by such placement;
- to plan a program of study that, as much as possible, meets the individual needs, interest, and abilities of students;
- to strive to create and maintain the best possible learning environment;

- in guiding the learning process, the classroom instructor will exercise professional judgment in striving to achieve curricular goals; to employ available instruction methods and materials appropriate to meeting curricular goals;
- to assess the accomplishments of students on a regular basis and provide progress reports as required;
- to cooperate with the administration in the development of responsible student behavior;
- to attend staff meetings and serve on staff committees as reasonably required;
- if absent from duty, to notify the principal or his/her designee at the earliest possible moment and , if possible, to leave lesson plans for the substitute;
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PROFESSIONAL RESPONSIBILITIES

The Board of Education recognizes the professional status of the employees, and desires to create environmental and working conditions which demonstrate said recognition.

1. All employees are expected to comply with the policies of the Board of Education, the reasonable directives of the district's administration, and statutes of the State of Arkansas.
2. Employees shall ensure that their dress and appearance are professional and appropriate to their positions.
3. All employees are expected to maintain a pattern of positive communication with parents, students, and colleagues.
4. A pattern of professional behavior that characterizes emotional control stability in the conduct of duties is to be demonstrated.
5. All employees in the district are guaranteed the right of due process as defined by court decisions, statutes, and Board of Education policies.
6. All employees have the right to express their opinions in accordance with their professional ethics on any subject without fear of reprisal.
7. All employees have the right to all benefits as defined by Board policy and state statutes.
8. All employees have the right to provide input on any decision that will have an effect on their work or benefits.
9. All employees have the right to be informed of significant developments or issues being considered by the Board of Education.

3.1—LICENSED PERSONNEL SALARY SCHEDULE

YEARS	BSE	BSE+12	BSE+24	MSE	MSE+12	MSE+24
0	30,436	30,886	31,336	34,822	35,272	35,722
1	30,886	31,336	31,786	35,322	35,772	36,222
2	31,336	31,786	32,236	35,822	36,272	36,722
3	31,786	32,236	32,686	36,322	36,772	37,222
4	32,236	32,686	33,136	36,822	37,272	37,722
5	32,686	33,136	33,586	37,322	37,772	38,222
6	33,136	33,586	34,036	37,822	38,272	38,722
7	33,586	34,036	34,486	38,322	38,772	39,222
8	34,036	34,486	34,936	38,822	39,272	39,722
9	34,486	34,936	35,386	39,322	39,772	40,222
10	34,936	35,386	35,836	39,822	40,272	40,722
11	35,386	35,836	36,286	40,322	40,772	41,222
12	35,836	36,286	36,736	40,822	41,272	41,722
13	36,286	36,736	37,186	41,322	41,772	42,222
14	36,736	37,186	37,636	41,822	42,272	42,722
15	37,186	37,636	38,086	42,322	42,772	43,222
16	37,636	38,086	38,536	42,772	43,222	43,672
17	38,086	38,536	38,986	43,222	43,672	44,122
23	38,536	38,986	39,436	43,672	44,122	44,572

For the purposes of the salary schedule, a teacher will have worked a “year” if he/she works at least 160 days.¹

The Cave City School District pays the following amounts toward benefits:

(for employees who are contracted for 900 hours or more per contract year)

Health Insurance			Dental Insurance		
Employee Only: up to	1,800.00	/ year	Employee Only	268.68	/year
Employee & Child: up to	1,800.00	/ year	Family	268.68	/year
Employee & Spouse: up to	1,800.00	/ year	Arkansas Tchr Retirement	14% of Salary	
Employee & Family: up to	1,800.00	/ year	Long-Term Disability:	138.24	/year

**CAVE CITY SCHOOLS SALARY SUPPLEMENT
2013-2014 *adopted 4-22-13**

AS PART OF THE SALARY SCHEDULE THE FOLLOWING LISTED ARE PAID AN ADDITIONAL SUPPLEMENT FOR SERVICES BEYOND THE NINE MONTH CONTRACT AND FOR ADDITIONAL DUTIES AND ADDED RESPONSIBILITIES.

DISTRICT ATHLETIC DIRECTOR & COORDINATOR.....	\$5,500.00
SR. HIGH FOOTBALL COACH.....	\$1,850.00
JR. HIGH FOOTBALL COACH.....	\$1,250.00
7 TH GRADE FOOTBALL COACH.....	\$1,000.00
PEE WEE FOOTBALL.....	\$ 715.00
FIELD MAINTENANCE.....	\$1,650.00
SR. HIGH BASEBALL COACH.....	\$1,250.00
SR. SOFTBALL HEAD COACH.....	\$1,250.00
M.S. SOFTBALL/M.S. BASEBALL.....	\$1,000.00
SR. HIGH VOLLEYBALL COACH.....	\$1,250.00
JR. HIGH VOLLEYBALL COACH.....	\$1,000.00
7 th GRADE VOLLEYBALL COACH.....	\$1,000.00
SR. HIGH BASKETBALL COACH (GIRLS OR BOYS).....	\$1,850.00
JR. HIGH BASKETBALL COACH (GIRLS OR BOYS).....	\$1,250.00
7 TH GRADE BASKETBALL COACH (GIRLS OR BOYS).....	\$1,000.00
ALL ASSISTANT COACHES (baseball, basketball ,football, softball, volleyball)	\$1,000.00
SUMMER DUTIES (Head coaches of boys/girls basketball/football/,volleyball/ AD)	210 day contract
Extra Duties: ALL H.S./ J.H.ASSISTANT & HEAD COACHES (GIRLS OR BOYS).	\$2,250.00
5 th & 6 th GRADE INTRAMURAL DIRECTOR/COACH.....	\$1,850.00
GOLF COACH.....	\$ 715.00
TENNIS COACH.....	\$1,250.00
JR TRACK COACH.....	\$ 715.00
SR TRACK COACH.....	\$ 715.00
CROSS COUNTRY COACH.....	\$ 715.00
VOCATIONAL SALARIES..... summer duties.....	\$2,250.00
BAND DIRECTOR AND SUMMER DUTIES.....	\$4,950.00
LIBRARIANS summer duties.....	\$2,250.00
ANNUAL SPONSOR.....	\$ 715.00
EAST LAB FACILITATOR.....summer duties.....	\$2,250.00
TEACHER for the VISUALLY IMPAIRED.....	\$2,250.00
A.B.C. PROGRAM DIRECTOR.....Summer duties.....	\$4,950.00
AGRICULTURE.....	240 day contract
SHOW TEAM COACH.....	\$3,450.00
TECHNOLOGY COORDINATOR.....	240 day contract
IT SECURITY OFFICER.....	\$1,870.00
PERKINS COORDINATOR.....	\$1,150.00
APSCN COORDINATOR.....	\$1,250.00
PORTFOLIO COORDINATOR..... additional duties.....	\$2,250.00
504 COORDINATOR.....	\$1,150.00
SPECIAL EDUCATION COORDINATOR.....additional duties.....	\$10,000.00
ESL COORDINATOR.....	\$1,500.00
KEY CLUB SPONSOR.....	\$2,250.00
GIFTED & TALENTED COORDINATOR....summer duties.....	\$2,250.00
PARENT INVOLVEMENT COORDINATOR (District).....	\$ 700.00
ELEMENTARY COUNSELOR.....summer duties.....	\$2,250.00
MIDDLE SCHOOL COUNSELOR & DISTRICT TEST COORDINATOR. duties.	\$4,650.00
HIGH SCHOOL COUNSELOR..... summer duties.....	\$4,650.00
HIGH SCHOOL PRINCIPAL.for 3 months and additional duties.....	\$30,711.00
MIDDLE SCHOOL PRINCIPAL.for 3 months and additional duties.....	\$29,218.00
ELEMENTARY SCHOOL PRINCIPAL...for 3 months & additional duties.....	\$25,647.00
(Evening Shade Elementary Principal serves as (1/2 time) Fed. Coord and is paid \$12,823.50 from Fed Funds.	
ASS'T HIGH SCHOOL PRINCIPAL... 1 month & additional duties.	\$17,745.00
LITERACY COACH/ASS'T ELEMENTARY PRINCIPAL . 1 mo & add duties.....	\$17,745.00
CURRICULUM COORD/MIDDLE SCHOOL ASST.1 month & additional duties.....	\$17,745.00
SUMMER SCHOOL TEACHER..... summer duties.....	\$ 2,000.00

A teacher is eligible for placement on the master's degree salary schedule when he/she has a master's degree in an area that is considered relevant to the employee's position. 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.

Teachers who have earned a master's degree in an area that is considered relevant to the employee's position as defined in this policy are responsible for reporting and supplying a transcript to the Superintendent's office prior to September 1. The appropriate salary increase will be reflected in the September paycheck the notice and documentation is delivered. All salary changes will be on a "go forward" basis, and no back pay will be awarded.

MSE +12 and +24 stipends will only be paid for graduate hours attained AFTER they have received their Masters in ADE recognized programs. MSE pay will only be considered if the degree is recognized by ADE and placed on the employee's Arkansas Teacher's License.

Arkansas Professional Pathway to Educator Licensure (APPEL) Program

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

Licensed employee, seeking additional area or areas of licensure

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

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

Act 1120 (codified at A.C.A. § 6-13-635) requires the Board to adopt a resolution that it has reviewed and adopted all salary increases of 5% or more, but most of the Act's listing of reasons are statutorily required raises and are paid by the state and not district funds. The Act's language requires the resolution even for an employee who moves from one position to another higher paying position such as going from teaching to administration. None-the-less,

the resolution is required. Policy 1.9 directs the Board to review the salaries when adopting changes to this policy.

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

Therefore, the Cave City School District Board of Directors approves and resolves that the spread sheet including those explanations are a factual representation of the raises given for the 2013-14 school-year.

Cross Reference: Policy 1.9—POLICY FORMULATION

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

Date Adopted: May 23, 2011
Last Revised: May 21, 2012; June 24, 2013

3.2—LICENSED PERSONNEL EVALUATIONS

Section One

For the purposes of this policy:

"Probationary principal" is a principal who has not completed three consecutive years of experience as a principal in an Arkansas school district. Any principal hired by the District who has completed his/her probationary period at another Arkansas district shall be considered probationary for the principal's first year of employment with the District.¹ "Probationary principal" as used in this policy does not have the same meaning and legal significance as the words "probationary teacher" as it is used in the Teacher Fair Dismissal Act, A.C.A. 6-17-1501 et. seq. and therefore should only be applied in an evaluation context²

"Probationary teacher" has the same definition as A.C.A. § 6-17-1502, and as interpreted by case law.³ Due to the case law interpretations, "probationary" as used in this policy may or may not have the same meaning and legal significance as the word "probationary" as it is used in the Teacher Fair Dismissal Act statutes, A.C.A. 6-17-1501 et. seq.

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

Teachers shall be evaluated at least annually, as required by law, on a schedule prepared by each school's principal or designee.

Teacher and principal evaluations shall be conducted at least annually, as required by law. The superintendent or designee(s) shall develop procedures to govern the evaluation process and timelines for the evaluations.

All teachers will be evaluated in the 2013-14 school-year under both the evaluation system that was in place for the 2012-13 school year and under the provisions required by the Teacher Evaluation Support System (TESS) pilot for the 2013-14 school year governed by A.C.A. § 6-17-2801 et seq. and applicable ADE Rules. Continued employment considerations with the District may be based on the results of either of the two evaluation systems or a combination of the two at the discretion of the teacher's principal.

All principals will be evaluated in the 2013-14 school-year under the evaluation system that was in place for the 2012-13 school year and under the provisions of the Leader Excellence and Development System (LEADS) pilot for the 2013-14 school year. Continued employment considerations with the District may be based on the results of either of the two evaluation systems or a combination of the two at the discretion of the Superintendent.

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

Date Adopted: June 24, 2013

3.3—EVALUATION OF RELATIVES

No person will 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:

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 **non-renewed or terminated** first. In the event of a tie between two or more employees, the teacher(s) shall be retained whose name(s) appear first in the board's minutes of the date of hire.

Points

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

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

Service in any position not requiring teacher licensure does not count toward years of service. Being employed fewer than 160 days in a school year shall not constitute a year. It is each teacher's individual responsibility to ensure his/her point totals are current in District files.

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

2 point—Master's degree

3 points—Educational specialist degree

4 points—Doctoral degree

- National Board of Professional Teaching Standards certification—2 points
- Additional academic content areas of endorsement as identified by the state board. .
For example, a P-4 license or a 5-8 social studies license are each worth one point.—1 point per area

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. 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 if length of contract or job assignments change.³ A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

Recall:

There shall be no right of recall for any teacher.

The non-renewed teacher shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies shall be by certified mail and the non-renewed teachers shall have 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

The employees of any school district which annexes to, or consolidates with, the Cave City School District after July 1, 2006 will be subject to dismissal or retention at the discretion of the school board, on the recommendation of the superintendent, solely on the basis of need for such employees on the part of the Cave City School District, if any, at the time of the annexation or consolidation, or within ninety (90) days after the effective date of the annexation or consolidation. The need for any employee of the annexed or consolidated school district shall be determined solely by the superintendent and school board of the Cave City School District.

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

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

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

The intention of this section is to ensure that those Cave City School District employees who are employed prior to any annexation or consolidation occurring after July 1, 2006, shall not be displaced by employees of the annexed or consolidated district by application of the reduction-in-force policy.

Notes:

³ For example: It may be discovered that a teacher is receiving a stipend for duties that he/she has not performed for several years. As part of the reduction in force, the teacher would be sent notification by the superintendent that he/she intended to partially nonrenew the teacher for the obsolete stipend.

Legal Reference: A.C.A. § 6-17- 2407

Date Adopted:

Last Revised: May 23, 2011

3.5—CONTRACTS/RESIGNATIONS

Election of all school employees is to be evidenced by written contract binding on both employer and employee.

- The contract of the superintendent shall be considered for renewal at the January meeting of the Board.

- The contract for the principal(s) shall be considered for renewal at the February meeting of the Board.
- The contract for teachers shall be considered for renewal at the March meeting of the Board.
- The contracts for probationary teachers and classified personnel shall be considered for renewal at the April meeting of the Board.

As established by the Teacher Fair Dismissal Act of 1983, teacher contracts shall be automatically renewed unless a teacher is notified by May 1 of the contract year that the superintendent is considering recommending that the teacher's contract not be renewed. A notice of nonrenewal shall be mailed by registered or certified mail to the teacher at the teacher's residence address as reflected in the teacher's personnel file. The notice of recommended nonrenewal of a teacher shall include a simple but complete statement of the reasons for such recommendation.

The Teacher Fair Dismissal Act of 1983 guarantees that teachers are provided fair, reasonable and uniform procedures and that termination or nonrenewal shall not be arbitrary, capricious, or unsubstantiated; written annual evaluations of professional services are required.

Certified staff members are not required to return contracts until 30 days after contracts are issued. Certified staff members have the right to unilaterally rescind any signed contract no later than ten (10) days after the end of the school year.

The employee shall have thirty (30) days from the date of the receipt of his/her 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.

A resignation tendered at any time must be presented in writing and given to the superintendent.

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

Date Adopted:

Last Revised: May 24, 2004

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 plan for the professional development of its licensed employees. The District's plan shall, in part, align District resources to address the professional development activities identified in each school's ACSIP. 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 professional development activities' effectiveness in improving student performance and closing achievement gaps.

Each licensed employee shall receive a minimum of sixty (60) hours of professional development annually to be fulfilled between June 1 and May 31. Licensed employees are required to obtain their sixty (60) hours of approved professional development each year over a five-year period as part of licensure renewal requirements. Professional development hours earned in excess of sixty (60) in the designated year cannot be carried over to the next year.

Licensed employees who are prevented from obtaining the required professional development 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 professional development shall be made up with professional development that is substantially similar to that which was missed. This time extension does not absolve the employee from also obtaining the following year's required 60 hours of professional development. Failure to obtain required professional development or to make up missed professional development could lead to disciplinary consequences, up to termination or nonrenewal of the contract of employment.

The goal of all professional development activities shall be improved student achievement and academic performance that results in individual, school-wide, and system-wide improvement designed to ensure that all students demonstrate proficiency on the state's assessments. The District's professional development plan shall demonstrate scientifically research-based best practice, and shall be based on student achievement data and in alignment with applicable ADE Rules and/or Arkansas code.

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

Flexible professional development hours (flex hours) are those hours which an employee is allowed to substitute professional development activities, different than those offered by the District, but which

still meet criteria of either the employee's Individual Improvement Plan, Professional Growth Plan, the school's ACSIP, or both. The District shall determine on an annual basis how many, if any, flex hours of professional development it will allow to be substituted for District scheduled professional development 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 professional development activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex professional development hours. To the fullest extent possible, professional development 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 sixty (60) hour requirement shall equal one contract day. Hours of professional development earned by an employee that is not at the request of the District and is in excess of sixty (60) or not pre-approved by the building principal shall not be credited toward fulfilling the required number of contract days for that employee.² Hours earned that count toward the required sixty (60) also count toward the required number of contract days for that employee. Employees shall be allowed comp time for professional development 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 professional development activity they were required to attend, must make up the required hours in comparable activities which are to be pre-approved by the building principal. **Any charges incurred by the district as a result of a teacher failing to cancel a training they registered for, will be paid by the teacher.**

To receive credit for his/her professional development activity each employee is responsible for obtaining and submitting documents of attendance, or completion for each professional development activity he/she attends. Documentation is to be submitted to the Superintendent or designee. The District shall maintain all documents submitted by its employees which reflect completion of professional development 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 which is to be integrated within other professional development offerings.

Beginning in the 2013-14 school-year and every fourth year thereafter, all mandated reporters and licensed personnel shall receive the training 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 professional development 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 professional development 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 professional development 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 professional development in Arkansas history as part of the teacher's sixty (60) hours annual 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 professional development.

At least once every three (3) years, persons employed as athletics coaches, shall receive training related to concussions, dehydration, or other health emergencies as well as students' health and safety issues related to environmental issues and communicable diseases.

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

For each administrator, the sixty (60) hour professional development requirement shall include training in data disaggregation, instructional leadership, and fiscal management.

Superintendents and other District designees shall receive the Initial, Tier 1, and Tier 2 training required by ADE's Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements.

Teachers' professional development shall meet the requirements prescribed under the Teacher Evaluation Support System (TESS).³

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 sixty (60) hours of professional development required annually.

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

Teachers are eligible to receive fifteen (15) professional development hours for a three-hour graduate level college course that meets the criteria identified in law and the applicable ADE rules. The Board shall determine if the hours earned apply toward the required sixty (60). A maximum of thirty (30) such hours may be applied toward the sixty (60) hours of professional development required annually.

Employees who do not receive or furnish documentation of the required annual professional development jeopardize the accreditation of their school and academic achievement of their students. Failure of an employee to receive sixty (60) hours of professional development 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 professional development activities may include conferences, workshops, institutes, individual learning, mentoring, peer coaching, study groups, National Board for Professional Teaching Standards Certification, distance learning, internships, District /school programs, and approved college/university course work.

Professional development activities shall relate to the following areas: content (K-12); instructional strategies; assessment; advocacy/leadership; systemic change process; standards, frameworks, and curriculum alignment; supervision; mentoring/coaching; educational technology; principles of learning/developmental stages; cognitive research; parent involvement; building a collaborative learning community; and student health and wellness.

Notes: A.C.A. § 6-17-704(e) lists two categories of possible professional development that **may count** toward the required 60 hours of PD, but that **isn't required—and consequently** have not been added to the body of this policy. The two categories are; skills needed to teach students with disabilities, including autism, and teaching culturally and linguistically diverse students.
³TESS includes different requirements and restrictions on PD that is not otherwise prescribed by law or rule and that varies by whether the teacher has a summative evaluation and/or is on Intensive Support Status. Consult A.C.A. § 6-17-2806 for specifics.

Cross-Reference: Policy 5.4—STAFF DEVELOPMENT PROGRAM

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. § 6-10-122, 123
A.C.A. § 6-15-404(f)(2)
A.C.A. § 6-15-1004(c)
A.C.A. § 6-15-1703
A.C.A. § 6-16-1203
A.C.A. § 6-17-703
A.C.A. § 6-17-704

A.C.A. § 6-17-708
A.C.A. § 6-17-709
A.C.A. § 6-17-2806
A.C.A. § 6-17-2808
A.C.A. § 6-20-2204
A.C.A. § 6-20-2303 (15)
A.C.A. § 6-61-133

Date Adopted: June 27, 2006
Last Revised: May 3, 2009, May 23, 2011, May 21, 2012, June 24, 2013

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3.7 LICENSED PERSONNEL DRUG TESTING

Scope of Policy

Each person hired for a position which allows or requires that the employee operate any type of motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and is operated for the transportation of children to or from school or school sponsored activity shall undergo a physical examination, including a drug test.¹ 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.² 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.³

Methods of Testing

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

Definition

Safety sensitive function includes:

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

Requirements

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

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

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.⁴

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.

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.^{2 5}

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

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

Notes: The Cave City School District uses a drug testing company to administer the tests. Drivers will be given a copy of the test administration procedures at their request. For any questions regarding drug and alcohol testing, drivers should ask the transportation director or superintendent. The transportation director will to give employees “information pertaining to the effects of alcohol and controlled substance use on an individual’s health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver’s or a co-worker’s); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.”

Drivers must sign an acknowledgement that they have received all of the information contained in this policy and these footnotes.

² While A.C.A. § 6-19-108(e) permits a district to hire a non-certified bus driver in an emergency situation, 49CFR382.301 forbids a first time driver (employee) from performing any safety sensitive functions prior to the district receiving a negative drug

test for the employee. Therefore, ASBA advises not hiring a bus driver under A.C.A. § 6-19-108(e) until he/she has had a negative drug/alcohol test.

³ While the provisions for fines contained in 27-23-209 do not apply to school districts, school districts are still required to comply with this law. It is for this reason, along with simple prudence in not hiring a person who receives a positive drug/alcohol test, that this language is included. The request for information required by the state is in addition to the federal requirement (49CFR40.25(a)(b) that you request drug and alcohol test results from any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two years prior to the date of the employee's application.

⁴ Employers are required to report to the Office of Driver Services of the Revenue Division of the Department of Finance and Administration within three (3) business days the results of an alcohol test if it was performed due to cause or as part of random testing and the results were positive or the employee refused to provide a specimen for testing.

²⁵ The drivers covered under this policy are those who are required to have a teaching license as a prerequisite for their job. Federal law requires you to remove them from safety-sensitive functions when a drug or alcohol related problem exists, but does not enter into the realm of dismissing them from their teaching duties. Bus drivers who are not also teaching licensed personnel are covered under the Classified Policy 8.4 and may be dealt with given the specific provisions of their employment. ASBA recommends that licensed employees who are hired for driving a bus in addition to their teaching responsibilities be hired under separate contracts for each position.

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

Date Adopted: June 27, 2006
Last Revised: May 21, 2007

3.8—LICENSED PERSONNEL SICK LEAVE

Definitions

1. "Employee" is a full-time employee of the District.
2. "Sick Leave" is absence from work due to illness, whether by the employee or a member of the 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.
4. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) 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.¹

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

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

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

called, the teacher will be charged a day of sick leave, if available or if unavailable, the teacher will lose a day’s wages at his/her daily rate of pay.

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

If the employee's absences are not subject to the FMLA, or are in excess of what is protected under the FMLA, excessive absenteeism, to the extent that the employee is not carrying out his/her assigned duties to an extent that the education of students is substantially adversely affected (at the determination of the principal or Superintendent), may result in dismissal.

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability² determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accrued paid sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accrued sick leave, vacation or personal leave. See 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE .

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

¹ This paragraph is optional. Leave for adoption is protected by FMLA, but FMLA leave is unpaid unless otherwise provided for in policy. By including this paragraph, you would allow the employee to receive sick leave pay for the days missed during the adoption process. If you choose to include it, select the number of days of sick leave an employee may use annually for the adoption/bonding process (15 is not a required number of days).

² As used in this policy, “applicable” is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not eligible for sick leave and therefore the FMLA leave is unpaid except to the extent vacation and/or personal leave is available to the employee. For instance, “applicable leave” in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your district's policy on sick leave. For instance, if sick leave may be taken “for reason of personal illness or illness in the immediate family” (based on the statutory definition in 6-17-1202), and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth.

Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your District has a much more liberal definition of sick leave in District policy,

the results could be entirely different. For example, if your district has included an extremely liberal position of “paid time off” in this policy with no reference to personal or family illness required, then bonding time could be compensated. Another example would be the potential for overlap between pregnancy complications that arise to the level of a “serious health condition.” For instance, pregnancy complications that rose to the level of a “serious health condition” would qualify for both, while missing work for a dentist’s appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE when making the determination of what sick leave qualifies under both policies. It may also be helpful to consult 29 CFR 825.113, 114, and 115 which [are available by calling the ASBA office](#)

Cross Reference: Policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

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

Date Adopted: June 27, 2006

Last Revised: May 23, 2011; May 21, 2012; June 24, 2013

3.9 --- MATERNITY LEAVE

Any employee who has to go on maternity leave must submit a written request to the Board to use her sick leave days for maternity leave. A maximum of thirty (30) days of accumulated sick leave may be approved by the Board for maternity leave. Note that the maximum of thirty (30) days with full salary would not apply if the employee has less than thirty days accumulated. In the event that the employee has less than thirty days accumulated prior to the current year, the maternity leave shall consist of (1) sick days accumulated with full salary,

(2) up to fifteen additional days with full salary minus the amount of substitute pay, then (3) the appropriate per diem rate based on the employee's contract shall be deducted for the remainder of the maternity leave granted. Any employee who wants an extended maternity leave beyond the thirty (30) days must make an additional written request to the Board. Any situation not covered by this maternity policy will be resolved by the Board in response to a written request from the employee.

As established by the Federal Equal Employment Opportunities Commission, pursuant to Title VII of the Federal Civil Rights Act as amended in March, 1972, the above policy shall apply, to-wit:

1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefore, are temporary disabilities and shall be subject to sick leave.
2. The date which the leave commences shall be determined by the employee and her physician. As soon as the leave commencement date is determined, it shall be communicated to the superintendent.
3. The employee may continue in her position during the pregnancy until, in the opinion of her physician, continued activity could endanger her health.
4. Where the employee's effectiveness is impaired due to pregnancy, the leave may begin at a time deemed advisable by her physician and the superintendent.
5. The employee may return from the leave to her position as soon as her physician certifies she is capable of performing all tasks required under her contract.
6. In the event of miscarriage prior to the start of maternity leave, the sick leave provision of the contract shall apply.
7. Any written or unwritten policy, rule, or regulation which excluded from employment women, because of pregnancy, is hereby declared to be null and void.
8. The leave may be extended, upon request of the employee and approval by the Board, for a period not to exceed the following school year.
9. Employees on extended maternity leave who desire reinstatement shall notify the Superintendent of their availability for assignment. Such employees shall give such notice on or prior to April 10 if they expect to return to full-time employment during the next school year.
10. Nothing herein shall be interpreted to assure an employee if an assignment identical to that previously held, except that it shall be in the same general classification.
11. In accordance with the provisions contained herein, reassignment shall be made in consultation with the employee concerned and every effort shall be made to secure a mutually satisfactory assignment.

3.10—LICENSED PLANNING TIME

The superintendent is responsible for ensuring master schedules are created which determine the timing and duration of each teacher's planning and scheduled lunch periods. Planning time is for the purpose of scheduling conferences, instructional planning, and preparation. Each teacher will have the ability to schedule these activities during his/her designated planning time.²¹ Teachers may not leave campus during their planning time without prior permission from their building level supervisor.³²

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

Notes:

²¹ The Arkansas Attorney General Opinion 2005-299 has declared that the teacher must be in control of the scheduling of this time. Therefore, any time scheduled by the District that conflicts with the teacher's 200 minutes of weekly planning time (for any purpose) must be compensated at the teacher's hourly rate of pay.

³² This whole sentence is a local option. You can change it, if you desire, to let employees leave (or not be present) during their planning time without prior permission, or you could not allow them to leave at all during their planning time.

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

Date Adopted:

Last Revised: May 21, 2012

3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

Personal Leave

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee

shall be allowed one sick day per month for which four (4) days of these may be used for personal leave per contract year.

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

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

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

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

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

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

Professional Leave

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

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

If the employee does not receive or does not accept remuneration for his/her participation in the professional leave activity and a substitute is needed for the employee, the District shall pay the full cost of the substitute. If the employee receives and accepts remuneration for his/her participation in the professional leave activity (e.g. scholastic audits), the employee shall forfeit his/her daily rate of pay from the District for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the employee/District.⁵

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

Legal Reference: A.C.A. § 6-17-211

Date Adopted: May 22, 2008

Last Revised: May 21, 2012; June 24, 2013

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

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

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

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

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

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

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

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

3.13— PUBLIC OFFICE

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

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

Prior to taking leave, and as soon as possible after the need for such leave is discerned by the employee, he/she 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/her employment contract.

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

Date Adopted:

Last Revised: May 21, 2012

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3.14— 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 (minus mileage which will be at the district's set rate), up to, but no 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: 12/18/03

Last Revised: May 24, 2004

3.15— 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.

Legal Reference: A.C.A. § 6-17-1209

Date Adopted:

Last Revised

3.16—LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

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

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

All receipts for the fiscal year should be turned in by June 15.

Unused allotments provided from district funds shall not be carried over from one fiscal year to the next. However, individual teacher activity account money may be carried over from year to year.

Notes: Each district is required to annually provide a statement to the State Board of Education attesting to compliance with the statute covered by this policy.

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

Date Adopted: May 24, 2004

Last Revised: May 21, 2012

3.17—INSULT OR ABUSE OF TEACHER

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:

Last Revised:

3.18—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/her 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/her designee(s), shall be responsible for determining whether outside employment is incompatible, conflicting or inappropriate.

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

Date Adopted:

Last Revised:

3.19—EMPLOYMENT

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

Prospective employees of the Cave City School District are required to pay the required fee for the Criminal Record Background Check. If the applicant has been employed, and a satisfactory record check has been obtained, the Cave City School District will reimburse the employee for the required fee.

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

Date Adopted:

Last Revised: May 21, 2012

3.20—LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

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

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

Every effort should be made to use school vehicles when they are available. However, situations may arise where use of an employee's automobile is warranted. Reimbursement for mileage will be the rate of reimbursement for state employees. When an overnight stay is involved, meals shall be reimbursed at up to, but not to exceed a total of \$30.00 for each day. No reimbursement for tips shall be made. No reimbursement for "guest" meals shall be made. Documentation must be provided for reimbursement of meals to be approved. In certain circumstances, the superintendent may authorize reimbursement at a higher rate.

[The provisions of policy 7.12—EXPENSE REIMBURSEMENT are incorporated by reference into this policy.](#)

Date Adopted:

Last Revised: May 23, 2011

3.21—LICENSED PERSONNEL TOBACCO USE

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

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

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

Notes: This policy is similar to policy 8.15—CLASSIFIED PERSONNEL TOBACCO USE. If you change this policy, review Policy 8.15 at the same time to ensure applicable consistency between the two.

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

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: June 24, 2013

3.22— DRESS OF LICENSED EMPLOYEES

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

Date Adopted: May 22, 2008

3.23—LICENSED PERSONNEL POLITICAL ACTIVITY

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

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

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

Date Adopted:

Last Revised: June 27, 2006

3.24—LICENSED PERSONNEL DEBTS

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

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

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

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

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

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

Date Adopted: June 24, 2013

3.25—LICENSED PERSONNEL GRIEVANCES

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

Definitions

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

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

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

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

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

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

Process

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

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the 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 superintendent². If the grievance is not appealed to the Board of Directors within five working days of his/her receipt of the superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the

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

Records

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

Reprisals

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

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

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

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

Date Adopted: 12-18-03

Last Revised: 6-27-06; 5-21-07

3.25F—LEVEL TWO GRIEVANCE FORM

Name: _____

Date submitted to supervisor: _____

Personnel Policy grievance is based upon: _____

Grievance (be specific): _____

What would resolve your grievance? _____

Supervisor's Response

Date submitted to recipient : _____

Date Adopted:
Last Revised:

3.26—SEXUAL HARASSMENT

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

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

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

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

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

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

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

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of sexual harassment include, but are not are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity; intimidation by words, actions, insults, or name calling; teasing related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the individual

self-identifies as homosexual; and spreading rumors related to a person's alleged sexual activities.

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

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

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

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

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

Date Adopted:

Last Revised: May 23, 2011

3.27—SUPERVISION OF STUDENTS

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

Date Adopted:

Last Revised:

3.28—LICENSED PERSONNEL COMPUTER USE POLICY

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

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

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

The Cave City School District agrees to allow employees 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.
- 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.

Legal References: ~~20 USC 6801 et seq.~~ (Children's Internet Protection Act; PL 106-554)
 20 USC 6777
 47 USC 254(h)
 A.C.A. § 6-21-107
 A.C.A. § 6-21-111

Date Adopted: May 24, 2004
 Last revised: **May 26, 2009**

3.29—LICENSED PERSONNEL SCHOOL CALENDAR

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

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

The Cave City School District shall operate by the following calendar

**Cave City School District
2013-2014 School Calendar
*adopted 4-22-13**

August 5-15	Teacher Inservice
August 15	Breakfast 10 a.m., Open house 2-7 p.m.
August 19	Begin 1 st 9 weeks
August 19- Sept.20	Window for Kindergarten Screener (QUALLS)
September 2	Labor Day (no school)
September 18-19	Algebra I Rerest Opportunity
September 19	Parent-Teacher Conference (Middle & High School)
October 16(Wed.)	End 1 st 9 weeks (42 days)
October 24	Parent-Teacher Conference (Elementary Schools)
November 11	Good Behavior Day
Nov. 11- Dec. 6	Window for Online Alg I Strand Analysis Remediation
November 15	Mid-9 week progress report
November 27-29	Thanksgiving Break
December 19	End of 2 nd 9 weeks (42 days)
December 20	Snow Days #1
December 20-January 1	Christmas Break
January 14-15	Mid-Year End of Course Algebra I Exam & Retest
January 16-17	Mid-Year End of Course Geometry Exam
January 21-22	Mid-Year End of Course Biology Exam
January 24	Mid 9 week progress report
March 3-April 1	Window for Online Alg I Strand Analysis Remediation
March 11-12	Grade 11 Literacy Exam
March 7	End 3 rd 9 weeks (47 days)
March 13	Parent-Teacher Conference
March 21	Alternate Portfolios due date
March 17- May 2	Eng Lang. Devel. Assess. For K-12 LEP students
March 24-28	Spring Break (snow days #9-#13)
March 31-April 4	Window for Online Alt Test for Alg I
March 31-April 11	Window for Grades 1-2 & 9 Iowa Tests
April 7-11	Augmented Benchmark Exams in Grades 3-8
April 18	Good Friday (snow day #4)
April 22-23	End of Course Geometry Exam
April 29-30	End of Course Biology Exam
May 13-14	End of Course Algebra I Exam & Retest
May 17	Cave City High School Graduation

May 21 End of 9 weeks (47 days)
May 22-23 **Snow days #2 - #3**
May 26 Memorial Day
May 27-31 **Snow days #5 - #8**

**District will apply for a waiver for days in excess of ten.
Testing dates subject to change by the state

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

3.30—PARENT-TEACHER COMMUNICATION

The district recognizes the importance of communication between teachers and parents/legal guardians. To help promote positive communication, parent/teacher conferences shall be held once

each semester. Parent-teacher conferences are encouraged and may be requested by parents or guardians when they feel they need to discuss their child's progress with his/her teacher.

Teachers are required to communicate during the school year with the parent(s), legal guardian(s), or care-giving adult or adults in a student's home to discuss the student's academic progress unless the student has been placed in the custody of the Department of Human Services and the school has received a court order prohibiting parent or legal guardian participation in parent/teacher conferences¹. More frequent communication is required with the parent(s) or legal guardian(s) of students who are performing below grade level.

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

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

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

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

Date Adopted: 6-27-06
Last Revised: May 21, 2012

3.31—DRUG FREE WORKPLACE - CERTIFIED 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 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.

Notes:

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

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

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

Date Adopted: 6-27-06

Last Revised: 5-21-07

3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE *

The Family and Medical Leave Act (FMLA) leave offers job protection for what might otherwise be considered excessive absences. Employees need to carefully comply with this policy to ensure they do not lose FMLA protection due to inaction or failure to provide the District with needed

information. The [FMLA](#) provides up to 12 work weeks (or in some cases 26 weeks) of job-protected leave to eligible employees with absences that qualify under the FMLA. While an employee can request FMLA leave and has a duty to inform the District as provided in this policy of foreseeable absences that may qualify for FMLA leave, it is the District's ultimate responsibility to identify qualifying absences as FMLA or non-FMLA. FMLA leave is unpaid, except to the extent that paid leave applies to any given absence as governed by the FMLA and this policy.

SECTION ONE

Definitions:

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

FMLA: is the Family [and](#) Medical Leave Act

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

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

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

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

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

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

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

Year: the twelve (12) month period of eligibility shall begin on July first of each school-year.²³

Policy

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

Leave Eligibility

The District will grant up to twelve (12) weeks of leave in a year in accordance with the ~~(FMLA)~~₂ as amended₂ to its eligible employees for one or more of the following reasons:

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

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

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

Provisions Applicable to both Sections One and Two

District Notice to Employees

The District shall post, in conspicuous places in each school within the District where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.³⁴

Designation Notice to Employee

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave.⁴⁵ If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability⁵⁶ determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.⁶⁷

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

Concurrent Leave Under the FMLA

All FMLA leave is unpaid unless substituted by applicable accrued leave. The District requires employees to substitute any applicable accrued leave (in the order of sick, personal, or vacation leave as may be applicable) for any period of FMLA leave.³⁶

Health Insurance Coverage

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan which apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.⁷⁸

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

An employee who chooses to not continue group health plan coverage while on FMLA leave, is entitled to be reinstated on the same terms as prior to taking the leave, including family or dependent coverages, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.⁸⁹

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

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

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

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

Reporting Requirements During Leave

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two weeks⁹⁰ during FMLA leave of their current status and intent to return to work.

Return to Previous Position

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

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

Provisions Applicable to Section One

Employee Notice to District

Foreseeable Leave:

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

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

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

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

Unforeseeable Leave:

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

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

Medical Certification

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

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

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

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

No second or third opinion on recertification may be required.

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

Substitution of Paid Leave

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.^{H11}

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

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will ~~not~~ be charged for any paid leave accrued by the employee **at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay**. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

Return to Work^{H12}

If the District's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work, the employee must

provide such certification prior to returning to work. The employee's failure to do so voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

If the District's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a

health care provider for the employee to resume work **and** the designation determination listed the employee's essential job functions, the employee must provide certification that the employee is able to perform those functions prior to returning to work. The employee's failure to do so or his/her inability to perform his/her job's essential functions voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

Failure to Return to Work:

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

Intermittent or Reduced Schedule Leave

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

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

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

When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional, eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to

return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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

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

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

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

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

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

Leave more than 5 weeks prior to end of the semester

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

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

Leave less than 5 weeks prior to end of the semester

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

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

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

Leave less than 3 weeks prior to end of the semester

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

SECTION TWO

FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

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

QUALIFYING EXIGENCY

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.⁴²¹³

Definitions:

Covered active duty means

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

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

Certification^{H14}

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

Employee Notice to District

Foreseeable Leave:

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

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

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

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

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

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

SERIOUS ILLNESS

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

Definitions:

Covered Service Member is

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

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

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

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

Serious Injury or Illness:

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

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

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

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

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

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

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

Medical Certification⁴¹⁵

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

Employee Notice to District

Foreseeable Leave:

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

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

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

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

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

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

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

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

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

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

employee would be on leave for 20 percent or less of the total number of working days over the period the leave would extend.

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

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

Leave more than 5 weeks prior to end of the semester

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

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

Leave less than 5 weeks prior to end of the semester

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

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

Leave less than 3 weeks prior to end of the semester

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

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

Determining whether an absence qualifies as FMLA leave is a **DISTRICT** responsibility and not the employee's. While much of the statutes' language refers to an employee's request for

FMLA leave, the employee has **NO** mandatory responsibility for initiating the exchange of information that might relate his/her absence to that of the FMLA. The District has the right and the duty to ask for enough information concerning an employee's absence to make a determination. The employee has the responsibility and duty to respond to questions asked in an effort for the District to make the initial determination. Any issue of medical certification to be provided by the employee is secondary to that of informal questioning to determine whether the absence does in fact, fall under the FMLA umbrella. The District must fulfill its responsibility for the posting of employee FMLA notice requirements to make those requirements enforceable. This is done through posting the notices available at the link in footnote #14 **AND** by the employee's receipt of this policy in the employee handbook.

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

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

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

²³ Districts can choose one of four possible "12-month periods." Each one has possible advantages and disadvantages. Choose the one that will work best for your district. The four options are:

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

³⁴ A Department of Labor poster along with several additional forms that are necessary to fulfill FMLA's requirements are available at <http://www.dol.gov/whd/fmla/index.htm>. Please note that the DOL forms lack the required disclaimer required by the Genetic Information Nondiscrimination Act (GINA). We suggest that you include the following language taken from the final rule implementing the GINA:

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

⁴⁵ We suggest you use the Department of Labor's *Notice of Eligibility and Rights and Responsibilities* form (otherwise known as Appendix D) to help you fulfill the requirements of this section. It's available at the link in footnote #14 or by calling the ASBA office. When making the determination, we suggest initially erring on the side of granting it. Retroactively designating leave as FMLA has more potential liability for the district if the employee can demonstrate the initial failure to grant the leave under FMLA caused him/her harm or injury. If due to receipt of the medical certification, it turns out that the leave does not qualify, you will need to readjust the available FMLA leave accordingly.

⁵⁶ As used in this policy, "applicable" is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid. For instance, "applicable leave" in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your District's policy on sick leave. For instance, if sick leave may be taken "for reason of personal illness or illness in the immediate family" (based on the statutory definition in 6-17-1202, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your district has a much more liberal definition of sick leave in

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

LICENSED PERSONNEL SICK LEAVE when making the determination of what sick leave qualifies under both policies.

⁶⁷ There are several issues that must be addressed in the written notice. Appendix E of Part 825 available from the Wage and Hour Division of the US Department of Labor is a good way to both give your employee written notice and help ensure you have included the necessary information in the notice. Appendix E is available at the link contained in footnote #14 or by calling the ASBA office.

⁷⁸ The District cannot cancel an employee's insurance for the employee's failure to pay his/her share of the premium until the payment is 30 or more days late. The District must give prior, written notice to the employee at least 15 days prior to the cancelation of the policy stating that the policy will be terminated on a given date if payment is not received by that date which must be at least 15 days from the date of the letter.

⁸⁹ Due to the district's liability for meeting the requirement of this paragraph and similar obligations for life insurance premiums or other benefits, the District needs to consider picking up the costs of such premiums during an employee's **unpaid** FMLA leave **if** the employee fails to pay his/her share of the costs. If the District elects to maintain such benefits during the leave, at the conclusion of leave the District is entitled to recover only the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work. To help you decide if you should choose to pay premium costs in such a situation, the following except from 29 CFR 825.212(c):

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

⁹¹⁰ You may choose the time interval of the required duty to report, but it must be reasonable.

⁴⁰¹¹ ASBA model policy 3.8—LICENSED PERSONNEL SICK LEAVE includes language entitling employees with up to 15 days of sick leave in a school-year for issue relating to the adoption of child. If you have not adopted this provision, delete #2 from this sentence. Include reason #1 if you have a liberal sick leave policy that would permit leave to be taken for bonding with a new born son or daughter.

¹²¹² The Department of Labor’s *Designation Notice* has entries that address this section’s requirements. It’s very helpful. Unfortunately, the titles of the DOL forms leave a lot to be desired. The Designation notice **and** the *Medical Condition Certification* form are both listed as Appendix E. For this section you will actually need both of them; the *Designation Notice* to fulfill your notice requirements and the medical certification form to enable you to determine if the employee’s leave is actually covered under the FMLA. They are both available at the link in footnote #¹⁴ or by calling the ASBA office.

¹³¹³ The types and amounts of leave available for a particular type of qualifying exigency are covered in 29 C.F.R. § 825.126. Call the ASBA office for a copy. While the current CFR has not been updated since the FMLA law was amended, it can still be helpful to give an idea of the types of circumstances that trigger leave eligibility.

¹⁴¹⁴ You can use Appendix G, *Certification of Qualifying Exigency for Military Family Leave* to obtain the certification. (It hasn’t been updated to meet the changes in the FMLA law, but it will work. It’s available at the link in footnote #¹⁴ or by calling the ASBA office.

¹⁵¹⁵ You can use Appendix H, *Covered Service Member Serious Injury* form to obtain the certification. It’s available at the link in footnote #¹⁴ or by calling the ASBA office.

Cross Reference: 3.8—LICENSED PERSONNEL SICK LEAVE

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

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

Date Adopted:

Last Revised: May 27, 2010; May 21, 2012; June 24, 2013

3.33—ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted:

Last Revised:

3.34—LICENSED PERSONNEL CELL PHONE USE

Use of cell phones or other electronic communication devices by employees during instructional time for other than instructional purposes is strictly forbidden unless specifically approved in advance by the superintendent, building principal, or their designees.¹

District staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use a school issued cell phones and/or computers for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. School employees who are issued District cell phones due to the requirements of their position may use the phone for personal use on an “as needed” basis provided it is not during instructional time.^{2,3}

All employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.^{2,3}

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

7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

Legal Reference: IRS Publication 15 B

Date Adopted: 6-27-06

Last Revised: 5-26-09; May 21, 2012; June 24, 2013

3.35—LICENSED PERSONNEL BENEFITS

The Cave City School District provides its full time certified personnel benefits consisting of the following.

- Up to \$150.00 per month toward the Health Insurance premium of employees participating in the school health insurance program.
- Dental – The district pays the premium for the eligible employees. The family plan is optional at the employee’s expense.
- Employees are provided with a \$10,000 insurance policy.
- Long Term Disability Insurance.
- Contribution to the teacher retirement system.
- One sick leave day per contract calendar month, or greater portion thereof ; and use of four of those days as personal days.

Legal Reference: A.C.A. § 6-17-201

Date Adopted:

Last Revised: May 23, 2011

3.36—LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL

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

A copy of the [statutes](#) [are](#) available for review in the office of the principal of each school building.

Legal Reference: A.C.A. § 6-17-201
 [A.C.A. §§ 6-17-1501 et seq.](#)
 [A.C.A. §§ 6-17-2801 et seq.](#)

Date Adopted:
Last Revised: June 24, 2013

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:

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.

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

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

A school principal or his or her designee who receives a credible report or complaint of bullying shall promptly investigate the complaint or report and make a record of the investigation and any action taken as a result of the investigation.

Definitions:

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

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

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

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

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

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

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

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

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

- a. Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,
- b. Pointed questions intended to embarrass or humiliate,
- c. Mocking, taunting or belittling,
- d. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
- e. Demeaning humor relating to a student's race, gender, ethnicity or ~~personal characteristics~~ actual or perceived attributes,
- f. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
- g. Blocking access to school property or facilities,
- h. Deliberate physical contact or injury to person or property,
- i. Stealing or hiding books or belongings, and/or
- j. Threats of harm to student(s), possessions, or others.

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

Legal Reference: A.C.A. § 6-18-514

Date Adopted: May 24, 2004

Last Revised: June 27, 2006; May 21, 2007, May 23, 2011

3.39— LICENSED PERSONNEL RECORDS AND REPORTS

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

Legal Reference: A.C.A. § 6-17-104

Date Adopted:

Last Revised: May 21, 2007

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

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

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

Act 1236 of 2009, codified at A.C.A. § 6-61-133, requires professional development related to child maltreatment for licensed employees. Language to this effect has been added to policy 3.6—CERTIFIED PERSONNEL EMPLOYEE TRAINING.

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

Date Adopted: May 22, 2008
Last Revised: May 23, 2011

3.41—LICENSED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

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

The placement of video/audio surveillance cameras shall be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy anywhere on or near school property, facilities, vehicles, or equipment, with the exception of places such as

rest rooms or dressing areas where an expectation of bodily privacy is reasonable and customary.

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

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

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

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

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

Date Adopted: May 22, 2008

Last Revised: May 23, 2011

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

Obtaining Eligibility Information

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

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

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition¹, the employee shall be subject to discipline up to and including termination.

Releasing Eligibility Information

As part of the district's participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data's confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information¹² as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

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

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

Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.²¹

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

The Children's Nutrition Unit of the ADE website (<http://cnn.k12.ar.us>) has the referenced Commissioner's Memos as well as helpful information to develop your policy statement

packet. Additionally, Commissioner’s Memos FIN 09-041 has two attachments that will go a long way toward explaining the restrictions on the release of eligibility information and status.

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

¹² The district owns the data and has the right to choose whether or not to release it to **anyone**. Therefore, the district must make the decisions concerning its release. With the ownership comes the responsibility to ensure proper security of the data.

Legal References: Commissioner’s Memos IA-05-018, FIN 09-041, ~~and~~ IA 99-011, and FIN 13-018

ADE Eligibility Manual for School Meals Revised July ~~2008~~ 2012

7 CFR 210.1 – 210.31

7 CFR 220.1 – 220.22

7 CFR 245.5, 245.6, 245.8

42 USC 1758(b)(6)

Adopted:

Last Revised: 5-26-09; June 24, 2013

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

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

Legal References:

A.C.A. § 6-17-401

Date Adopted: 5-26-09

Last Revised: May 21, 2012

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 School Business Manager¹. 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 FMLA absences when the criteria are met under FMLA 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 gives 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.

Note: ¹ Insert the **position** of the person to be notified.

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

Cross Reference: 8.23—NONCERTIFIED PERSONNEL FAMILY MEDICAL LEAVE

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

A.C.A. § 11-9-508(d)(5)(A)

A.C.A. § 11-9-514(a)(3)(A)(i)

Date Adopted: May 26, 2009

Last Revised:

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.¹ 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 guidelines¹ to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social **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. Staff shall not access social media websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration. All school district employees who participate in social media websites shall not post any school district data, documents, photographs taken at school or of students, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material; on such websites is strictly prohibited.

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

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)

Notes: While only the Privacy of Employee's Social Media Accounts section of this policy is not required by any statute, ASBA strongly recommends adopting it the policy in its entirety after consulting with staff for localizing purposes.

This policy is similar to policy 8.37. If you change this policy, review 8.37 at the same time to ensure applicable consistency between the two.

¹ The policy’s separate definitions for “social media websites” and “professional/education social media accounts” are important. Districts are encouraged to establish “professional/education social media accounts” as an acceptable means of teacher and district communication with students and parents. This can serve to discourage inappropriate staff/student interactions on “social media websites.” ASBA strongly suggests using the discussions for

modifying/personalizing this policy as a means for generating the acceptable guidelines and procedures for staff creation of private “professional/education social networks”. We recommend **NOT** incorporating the guidelines into the policy, but have them available for all staff to review. Incorporating them into the policy will make it much harder to change them if the need arises.

² What is and is not acceptable staff/student interaction on social networking websites is an education community decision, and will vary from district to district. As a general rule, the greater the degree of real-life connections and interactivity between staff and students that normally occur in the community, the greater the tolerance will be for virtual connections and interactivity. Use the following list to help guide discussions with staff to determine which items should be included in the policy and with what modifications/stipulations.

It is as important to include in the policy what **is** permitted as what **is not** permitted. Your discussions may elicit additional bullets to include in the policy.

- Sharing personal landline or cell phone numbers with students;
- Text messaging students;
- Emailing students other than through and to school controlled and monitored accounts;
- Soliciting students as friends or contacts on social networking websites;
- Accepting the solicitation of students as friends or contacts on social networking websites;
- Creation of administratively approved and sanctioned “groups” on social networking websites that permit the broadcast of information without granting students access to staff member’s personal information;
- Sharing personal websites or other media access information with students through which the staff member would share personal information and occurrences.

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: May 23, 2011

Last Revised: June 24, 2013

3.46—LICENSED PERSONNEL VACATIONS

240 day contracted employees are credited with 10 days of vacation¹ 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.² If vacation is requested, but not approved, and the employee is absent from work in spite of the vacation denial, disciplinary action will be taken against the employee, which may include termination or nonrenewal.

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

Date Adopted: May 23, 2011

Last Revised: June 24, 2013

3.47—DEPOSITING COLLECTED FUNDS

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit such funds they have collected daily¹ into the appropriate accounts for which they have been collected. The Superintendent or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

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

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

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

Date adopted: May 23, 2011

Last Revised: May 21, 2012

3.48—LICENSED PERSONNEL WEAPONS ON CAMPUS

Firearms¹

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

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

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

Possession of a firearm by a school district employee anywhere on school property, including parking areas and in or upon a school bus, will result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

Other Weapons²³

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 gas⁴ or mace which for the purpose of this policy is defined as having a capacity of 150cc or less. Employees are expected to safeguard such items in such as way as to ensure they are not possessed by students. Such items are not to be used against students, parents or other school district employees. Possession of weapons, knives or self-defense items that do not comply with the limits contained herein, the failure of an employee to safeguard such items, or the use of such items against students, parents or other school district employees may result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

Legal References: A.C.A. § 5-73-119
 A.C.A. § 5-73-120

Last Revised: June 24, 2013

3.49--TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM

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

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

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

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

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

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

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

Note: ¹The introductory note to the policy is intended to be included in the policy. The note contains information teachers need to be aware of if they are not to misunderstand the actual limited scope of the statute's language that triggered the policy.

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

Date Adopted: June 24, 2013

Last Revised

3.50—ADMINISTRATOR EVALUATOR CERTIFICATION

Continuing Administrators

The Superintendent or designee shall determine and notify in writing by August 31 of any current or prior contract year, those currently employed administrators who will be responsible for conducting Teacher Excellence Support System (hereinafter TESS) evaluations. 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. 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.

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.

Notes: Adoption of this policy after July 1 will likely necessitate changing the notification and certification dates contained within the policy.

The dates for when an administrator has to be certified to evaluate under TESS are not governed by statute, but our core belief is that teachers should be held accountable for their work by a school leader who is trained and fully qualified to make important decisions about his or her observed job performance. If you move the date back to later in the year, you undermine the legitimacy of the evaluation process.

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

Date Adopted: June 24, 2013

Last Revised:

3.51--- DONATING OR SHARING ACCUMULATED SICK LEAVE DAYS

In the event that an employee covered by sick leave, or a member of his/her immediate family as defined in the sick leave policy, suffers a prolonged illness, accident, or condition requiring the employee's absence from work beyond the time covered by his accumulated sick leave, other employees of the same status (full time to full time, half to half) may donate from their sick leave to him/her, provided that the following conditions apply:

1. The donation of sick leave is voluntary.
2. The donor's request to donate time is made in writing to the Superintendent.
3. The employee has exhausted all available leave and is still unable to return to work.
4. This benefit could continue only until the end of the employee's current contract.

Certified employees who are husband and wife may share accumulated sick days. Accumulated sick days may be shared for illness only.

Legal Reference:

Date Adopted: December 20, 1999

Last Revised: May 24, 2004

Appendix

Teacher Fair Dismissal

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS.

SECTION 1.

This Act shall be referred to and may be cited as "The Teacher Fair Dismissal Act of 1983."

SECTION 2.

The term "teacher" as used in this Act shall be defined as any person, exclusive of the Superintendent or Assistant Superintendent(s), employed in an Arkansas Public School District who is required to hold a teaching certificate from the Arkansas Department of Education as a condition of employment.

The term "probationary teacher" as used in this Act shall be defined as a teacher who has not completed three successive years of employment in the school district in which the teacher is currently employed. A teacher employed in a school district in this state for three years shall be deemed to have completed the probationary period; provided, however, that an employing school district, may, by a majority vote of its directors, provide for one additional year of probationary status.

SECTION 3.

This Act is not a teacher tenure law in that it does not confer lifetime appointment, not prevent discharge of teachers for any cause which is not arbitrary, capricious, or discriminatory. A

nonrenewal, termination, suspension, or other disciplinary action by a school district shall be void unless the school district strictly complies with all provisions of this act and any amendments hereto, and the school district's applicable personnel policies.

SECTION 4.

Every contract of employment hereafter made between a teacher and the board of Directors of a school district shall be renewed in writing on the same terms and for the same salary, unless increased or decreased by law, for the next school year succeeding the date of termination, fixed therein, which renewal may be made by endorsement on the existing contract instrument, unless by May 1 of the contract year, the teacher is notified by the school Superintendent that the Superintendent is recommending that the teacher's contract not be renewed or unless during the period of the contract or within ten (10) days after the end of the school year, the teacher shall deliver or mail by registered mail to the Board of Directors his/her resignation as a teacher, or unless such contract is superseded by another contract between the parties. Termination, nonrenewal or suspension shall be only upon the recommendation of the Superintendent.

SECTION 5.

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

SECTION 6.

Whenever a Superintendent has reasons to believe that cause exists for the termination of a teacher and that immediate suspension of a teacher is necessary, the Superintendent may suspend the teacher without notice or a hearing. The Superintendent shall notify the teacher in writing within two (2) school days of the suspension. Such written notice shall include a simple but complete statement of the grounds for suspension and/or recommended termination, and shall state that a hearing before the board of directors is available for the teacher upon request, provided such request is made in writing within the time provided in SECTION 9. The hearing shall be scheduled by the president of the board and the teacher shall be held within the time provided in SECTION 9 after a request for the hearing unless the teacher and the board agree to a later date.

If sufficient grounds for termination or suspension are found, the board may terminate the teacher or continue the suspension for a definite period of time. The salary of the suspended teacher shall cease as of the date the board sustains the suspension. If sufficient grounds for termination or suspension are not found, the teacher shall be reinstated without loss of compensation.

SECTION 7.

Each teacher employed by the board of directors of a school district must be evaluated in writing annually. Evaluation criteria and procedures shall be established in the manner prescribed in Act 400 of 1975. Whenever a Superintendent or other school administrator charged with the supervision of a teacher believes or has reason to believe that a teacher is having difficulties or problems meeting the expectations of the district or its administration and the administrator believes or has reason to believe the problems could lead to termination or nonrenewal of contract, the administrator shall bring the problems and difficulties to the attention of the teacher involved in writing and shall document the efforts which have been undertaken to assist the teacher to correct whatever appears to be the cause for

potential termination or nonrenewal.

SECTION 8.

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

SECTION 9

A teacher who receives a notice of recommended termination or nonrenewal may file a written request with the school board of the district for a hearing. Such written request for a hearing shall be sent by certified or registered mail to the president of the school board, with a copy to the superintendent, or may be delivered in person to each of them by such teacher, within thirty (30) days after the written notice of proposed termination or nonrenewal is received by the teacher. Upon receipt of such request for a hearing, the board shall grant a hearing in accordance with the following provisions:

- (10) a. The hearing shall take place not less than five (5) nor more than ten days after the written request therefore has been served on the board, except that the teacher and the board may, in writing, agree to a postponement of the hearing to a later date.
- b. The hearing shall be private unless the teacher or the board shall request that the hearing be public.
- c. The teacher and the board may be represented by representative(s) of their choosing.
- d. It shall not be necessary that a full record of the proceedings at the hearing be made and preserved unless:
 1. The board shall elect to make and preserve a record of the hearing at its own expense, in which event a copy thereof shall be furnished the teacher, upon request, without cost to the teacher;
 2. A written request is filed with the board by the teacher at least twenty-four (24) hours prior to the time set for the hearing, in which event the board shall make and preserve, at its own expense, a record of the hearing, and shall furnish a transcript thereof to the teacher without cost.

SECTION 10.

- A. Upon conclusion of its hearing with respect to the termination or nonrenewal of contract of a teacher who has been employed as a full time teacher by the school district for less than three (3) continuous years, the board shall take action on the recommendation by the superintendent with respect to the termination or nonrenewal of such contract. The board's decision with regard to nonrenewal of a probationary teacher shall be final.

- B. Any certified teacher who has been employed continuously by the school district three (3) or more years (or who may have achieved non-probationary status pursuant to SECTION 2 herein), may be terminated or the board may refuse to renew the contract of such teacher for any cause which is not arbitrary, capricious, or discriminatory, or for violating the reasonable rules and regulations promulgated by the school board. Upon completion of such hearing, the board shall, within ten (10) days after the holding of the hearing:
1. uphold the recommendation of the superintendent to terminate or not renew the teacher contract, or
 2. may reject or modify the superintendent's recommendation to terminate or not renew the contract of the teacher, or
 3. may vote to continue the contract of such teacher under such restrictions, limitations, or assurances as the school board may deem to be in the best interest of the school district. Said decision shall be reached by the school board within ten (10) days from the date of the hearing and a copy thereof shall be furnished in writing to the teacher involved, either by personally delivering the same to the teacher or by addressing the same to the teacher's last known address by registered or certified mail.
- C. Subsequent to any hearing granted a teacher by this Act, the school board shall, by majority vote, make specific written conclusions with regard to the truth of each reason given the teacher in support of the recommended termination or nonrenewal.
- D. The exclusive remedy for any non-probationary teacher aggrieved by the decision by the school board shall be an appeal therefrom to the Circuit Court of the county in which the school district is located, within seventy-five (75) days of the date of written notice of the action of the school board. Additional testimony and evidence may be introduced on appeal to show facts and circumstances showing that the termination or nonrenewal was lawful or unlawful.

SECTION 11.

If a teacher quits or refuses to teach in accordance with his/her contract without just cause, or otherwise breaks or violates the contract between the teacher and the school district, and enters into a contract with another district or accepts employment in a position requiring a teaching certificate with another district during the term of the contract violated or broken, the board of directors of the district which first contracted the teacher may, at its discretion, petition the State Board of Education to revoke or suspend the certificate of the teacher for the remainder of the period of the broken contract during the time for which he/she has been employed under the contract.

Legal References:

“The Teacher Fair Dismissal Act of 1983”; Act 625 of 1989.

Evaluation Instruments

CAVE CITY SCHOOL DISTRICT TEACHER APPRAISAL SYSTEM

Formative Review

Teacher: _____ Certification Area: _____

Class/Grade: _____ Date: _____ Time Begin: _____ Time End: _____

		Satisfactory	Needs Improvement	Unsatisfactory	Not Observed
1.	Classroom Management (routine, discipline)				
2.	Classroom Climate (learning environment)				
3.	Organization (exhibits preparation)				
4.	Record Keeping (student files, grading patterns, lesson plans)				
5.	Demonstrates (models behavior)				
6.	Content Area Knowledge (explains content)				
7.	Provides Sufficient Directions (explains directions, establishes objectives)				
8.	Explains Purpose (relates objectives, stresses sequence, establishes closure)				
9.	Encourages Response (involves all learners, provides for independent practice)				
10.	Supervision (monitors, guides practice)				

11.	Adopts Varied Teaching Techniques (adjusts based on monitoring)				
12.	Evidence of Learner Success (student achievement indicators)				
13.	Performance and Conduct (commitment to profession and students)				
14.	Comments/ Additional Indicators				
15.					
16.					

 Evaluator's Signature/Title
 Date

Date

 Teacher's Signature

*A signature does not necessarily imply agreement. It is an acknowledgement that an appraisal has been reviewed and received.

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7/2004

CAVE CITY SCHOOL DISTRICT
TEACHER APPRAISAL SYSTEM

Summative Report

Teacher: _____

School Year: _____

RATING SCALE (check appropriate box):

Satisfactory – fulfilled expectations

NI Needs Improvement – additional expectations required

Unsatisfactory – did not fulfill expectations

Rating Scale

1. Classroom Management

S NI U

Routine			
Discipline			

2. Classroom Climate

Learning Environment			
----------------------	--	--	--

3. Organization

Exhibits Preparation			
----------------------	--	--	--

4. Record Keeping

Student Files			
Grading Patterns			
Lesson Plans			

5. Demonstrates

Models Behavior			
-----------------	--	--	--

6. Content Area Knowledge

Explains Content			
------------------	--	--	--

7. Provides Sufficient Directions

Explains Directions			
---------------------	--	--	--

Establishes Objectives			
------------------------	--	--	--

8.	Explains Purpose			
	Relates Objectives			
	Stresses Sequence			
	Establishes Closure			

9.	Encourages Response			
	Involves All Learners			
	Provides for Independent Practice			

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10.	Supervision	Rating Scale		
		S	NI	U
	Monitors			
	Guides Practice			

11.	Adopts Varied Teaching Techniques			
	Adjusts Based on Monitoring			

12.	Evidence of Learner Success			
	Student Achievement Indicators			

13.	Performance/Conduct			
	Commitment to Students			
	Commitment to Profession			

14. Comments/ Additional Indicators:

Criteria For Effective Teaching Performance

I. PRACTICE

A. **Teacher Management Indicators**

1. Preparation – The teacher plans for delivery of the lesson relative to short-term and long-term objectives.
2. Routine – The teacher uses minimum class time for non-instructional routines, thus maximizing time on tasks.
3. Discipline – The teacher clearly defines expected behavior (encourages positive behavior and controls negative behavior)
4. Learning Environment – The teacher establishes rapport with students and provides a pleasant, safe, and orderly climate conducive to learning

B. **Teacher Instructional Indicators**

1. Establishes Objectives – The teacher communicates the instructional objectives to students
2. Stresses Sequence – The teacher shows how the present topic is related to those topics that have been taught or that will be taught.
3. Relates Objectives – The teacher relates subject topics to existing student experiences.

4. Involves All Learners – The teacher uses signaled responses, questioning techniques, and/or guided practices to involve all students.
 5. Explains Content – The teachers teaches the objectives through a variety of methods.
 6. Explains Directions – The teacher gives directions that are clearly stated and related to the learning objectives.
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7. Models – The teacher demonstrates desired skills
 8. Monitors – The teacher checks to determine if students are progressing toward stated objectives.
 9. Adjusts Based On Monitoring – The teacher changes instruction based on the results of monitoring.
 10. Guides Practice – The teacher requires all students to practice newly learned skills while under the direct supervision of the teacher.
 11. Provides For Independent Practice – The teacher requires students to practice newly-learned skills without the direct supervision of the teacher.
 12. Establishes Closure – The teacher summarizes and fits into context what has been taught.

II. PRODUCTS

A. **Teacher Product Indicators**

1. Lesson Plans – The teacher writes daily lesson plans designed to achieve the identified.
2. Students Files – The teacher maintains a written record of student progress.
3. Grading Patterns – The teacher utilizes grading patterns that are fairly administered and based on identified criteria.

B. **Student Achievement Indicators**

Students demonstrate mastery of the stated objectives through projects, daily assignments, performance, and test scores.

III. PERFORMANCE AND CONDUCT

A. **Commitment to Students**

The teacher strives to help each student realize his or her potential as a worthy and effective member of society. The teacher stimulates the spirit of inquire, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

B. **Commitment to Profession**

The teacher exerts every effort to raise professional standards, fulfill professional responsibilities with honor and integrity, promote a climate that encourages the exercises of professional judgment, achieve conditions which attract persons worthy of the trust to careers in education, and assist in preventing the practice of the profession by unqualified persons.

C. **Punctuality**

Teacher is punctual to school, class, and duties.

This evaluation is based on _____ documented classroom visitations and _____ evaluator/teacher conferences and personal knowledge collected to date by the evaluator.

I certify this evaluation has been discussed with me. I understand my signature does not necessarily indicate agreement.

Signature of teacher _____ Date _____ Signature of evaluator _____ Date _____

**CAVE CITY SCHOOL DISTRICT
TEACHER APPRAISAL SYSTEM**

Comments/Narrative Form

Teacher: _____ Assignment: _____ Date: _____

This page is part of the attached _____ Improvement Plan or _____ Summative Report.

**INFORMATION FROM THIS REPORT MAY BE USED FOR PROFESSIONAL IMPROVEMENT
PLAN.**

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CAVE CITY SCHOOL DISTRICT
TEACHER APPRAISAL SYSTEM

Professional Improvement Plan

Teacher: _____ Assignment: _____ Date: _____

The purpose of the Professional Improvement Plan is to provide a structure for self-improvement. The plan may be initiated after any of the Classroom Reviews or Summative Reports. It should identify specific needs that correlate with the management or instruction indicators listed below.

CHECK PERFORMANCE AREA IN WHICH NEED WAS IDENTIFIED

- | <u>Management Indicators</u> | <u>Instruction Indicators</u> |
|--|--|
| ____ 1. Classroom Management | ____ 8. Explains Purpose |
| ____ 2. Classroom Climate | ____ 9. Encourages Response |
| ____ 3. Organization | ____ 10. Supervision |
| ____ 4. Record Keeping | ____ 11. Adopts Varied Teaching Techniques |
| ____ 5. Demonstrates | ____ 12. Evidence of Learner Success |
| ____ 6. Content Area Knowledge | ____ 13. Performance and Conduct |
| ____ 7. Provides Sufficient Directions | ____ 14. Additional Indicators |

RELATED EFFECTIVE TEACHING PERFORMANCE CRITERIA

TIMELINE: PLAN TO BE COMPLETED

GENERAL COMMENTS: (DETAILED NARRATIVE ATTACHED) _____

ADMONISHMENT: Unsatisfactory completion of this plan may lead to a recommendation for dismissal or non-reemployment.

SIGNATURES: _____ DATE: _____
Teacher (Indicates Receipt and Understanding)

Evaluator (Indicates Delivery and Explanation)

REVIEW: _____ DATE: _____
Evaluator (Indicates Successful Completion)

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