

# **PERSONNEL POLICIES 2008-2009**

## **HOT SPRINGS SCHOOL DISTRICT NO. 6**

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## STATEMENT OF AUTHORITY AND JURISDICTION

The Board of Directors of Hot Springs School District No. 6 of Garland County, AR shall be the policy making body of the District, and shall perform all duties and responsibilities, and exercise powers pursuant to law and regulation(s) there under.

The Board and District shall comply with applicable laws, Federal and State, including, but not limited to:

1. Personnel
2. Students
3. Maintenance and operation of schools
4. Fiscal matters
5. Curriculum

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

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

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

A.C.A. 6-13-620

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

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

## DEFINITIONS

### Purpose:

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

### Definitions:

1. **District-** Hot Springs School District #6 of Garland County, Arkansas
2. **Board-** Board of directors of the District.
3. **Employee-** Any person under contract with the district, except an independent contractor, who is contracted to work at least twenty (20) hours per week.
4. **Certified Employee-** Any employee required to have a license from the State Board of Education as a condition of employment.
5. **Non-Certified Employee** Any employee except a certified employee.
6. **Teacher-** Any full time certified employee, employed in a classroom teaching capacity.
7. **Fiscal Year-** July 1 through June 30.
8. **School Year-** The period from the first day of classes through the last day of classes each year.
9. **Contract Year-** The period of time, up to twelve (12) months, for which an employee is employed.

10. **Supervisor**- The immediate supervisor of any employee.

11. **Superintendent**- The chief administrative officer of the District, and includes any designee(s) unless specifically stated otherwise.

12. **Principal**- The chief administrative office of a school, and includes any designee(s) unless specifically stated otherwise.

## **EQUAL OPPORTUNITY EMPLOYER**

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

Title VI. Civil Rights Act of 1964

Title IX. Education Amendments of 1972

Age Discrimination in Employment Act of 1967

Equal Pay Act of 1963

Section 504. Rehabilitation Act of 1973, as amended.

The Americans with Disabilities Act of 1990, as amended.

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

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

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

A.C.A. 6-13-620

## **CRISIS PLAN**

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

A.C.A. 6-13-620

## **EMPLOYEE USE OF INTERNET**

Employees of the District who are allowed to use school owned computers and/or given internet access are expected to use this technology to perform their job responsibilities. Employees who violate technology user agreements are subject to the penalties in the agreement and may also be subject to disciplinary action for violations. Recreational or personal use of the equipment and technology is not permitted, whether before, after or during the work day. In addition, technology may not be used to violate other policies. If this occurs, the

employee will be subject to discipline both for technology misuse and policy violation. Violation of this policy may result in non-renewal or termination.

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

A.C.A. 6-21-107

## **TEACHING CONTRACTS**

Teachers have up to thirty (30) days to sign and return a teaching contract after its receipt. Upon the expiration of said thirty (30) days, such contract may be considered to have been rejected, and the employee's resignation is effective on that date.

A.C.A. 6-17-1506

## **LEVELS OF SALARY SCHEDULE**

### **General:**

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

### **Guidelines:**

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

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

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

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

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

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

To qualify for higher pay levels on the salary schedules of the district, for additional hours earned, certified staff must submit transcripts and/or other documentation as determined by the superintendent by the following deadlines: no later than September 30 in order to be

effective for the fall semester and no later than January 30 in order to be effective for the spring semester. Hours verified by transcripts and/or other documentation as required that are submitted after the above dates will not become effective until the next semester following the date of submission.

## **TEACHER'S HOURS**

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

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

A.C.A. 6-13-620

## **DUTIES OF EMPLOYEES**

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

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

1. Classroom instruction
2. Supervision and discipline
3. Professional growth and development
4. Attendance at specified activities and meetings
5. Any activity or assigned duty associated with teaching in the ordinary sense.

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

A.C.A. 6-13-620

## **COMMUNICATION BY TEACHERS**

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

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

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

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

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

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

State Department of Education

Regulations – Standard VIIE

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

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

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

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

Teachers and employees shall attend professional meetings and workshops as directed by the Superintendent.

Paid leave shall be granted the teacher or employee.

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

A.C.A. 6-13-620

State Board of Education Regulations – Standard XD

## **GENERAL LEAVE POLICIES:**

### **Leave of Absence:**

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

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

An employee granted leave of absence shall have first choice of a vacancy in his or her area of certification or field and shall be re-employed at the option of said employee. If the employee refuses such available employment, the employee shall have no further priorities or rights to re-employment. Re-employment may be in any

building or school within the district, and does not have to be the same as the previous employment of the employee.

### **Personal Leave**

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

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

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

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

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

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

Any employee desiring to take personal leave may do so by completing the required documentation.

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

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

### **Professional Leave:**

The Superintendent, or his/her designee, may grant professional leave with pay to any employee for attendance or participation in activities connected with the employment of the employee. Such leave may include expenses for travel, meals, and lodging when appropriate.

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

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

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

### **Vacation Leave**

Employees issued twelve (12) months contracts will earn and accrue ten (10) days of vacation leave, with pay, each fiscal year, or a pro-rated number of days for each full month of employment if employed subsequent to the beginning of the fiscal year. Said vacation days may be taken during the fiscal year following the year in which they were earned. After completing three (3) full years of employment, an employee will earn and accrue twelve (12) days of vacation leave beginning with the fiscal year following the three (3) full years of employment. Employees under contract as of June 30, 2008 shall have a minimum of ten (10) days of vacation leave that may be used during the year beginning July 1, 2008.

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

Unused vacation leave, earned subsequent to June 30, 2008, will not accumulate from one year to another. Vacation leave (except days accumulated prior to June 30, 2008) not used during any contract year will be lost.

Upon termination of employment, for any reason, payment for unused vacation leave at the employee’s daily or hourly rate of pay, whichever the case may be, will be made **ONLY** when termination coincides with the end of the contract year and the employee has been

requested by the Superintendent to work through the end of the contract year in lieu of taking available vacation. Under all other circumstances, no payment will be made for accrued or unused vacation leave.

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

Employees who, according to district records as of June 30, 2008, have vacation days that have been accumulated, will not lose such vacation days. However, no additional vacation days (those credited at the beginning of each subsequent contract year) shall accumulate or be carried over. The provision of this policy regarding the use of vacation days upon an employee's termination of employment shall also apply to days accumulated prior to June 30, 2008.

Adopted: June 24, 2008

#### **Holidays:**

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

#### **Jury Duty:**

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

A.C.A. 6-13-620

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

The district acknowledges that teachers and employees may be eligible for entitlements provided under the Family and Medical Leave Act. Any teacher or employee is required to substitute any or all available accrued sick leave days under the Sick Leave Policy of the district for any part or all, as the case may be, of the twelve(12) weeks period of leave provided for under the Family and Medical Leave Act. The district shall not provide paid sick leave where the teacher or employee has no such leave available or accrued.

The Superintendent shall make information about the Family and Medical Leave Act available to teachers and employees upon request and shall post notice thereof as required by the law.

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

The Board of Education of the Hot Springs School District #6 shall grant to any employee of the district who is absent from duty in a public school due to personal injury from assault or other violent criminal act committed against employee in the course of employment in the public school leave at full pay while the employee is unable to return to work. An "assault or other violent criminal act" is defined as "a

direct attack on the person of the employee and includes personal injury suffered while intervening in student fights, restraining a student or protecting a student from harm”.

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

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

To apply for the leave of absence, and thereafter at the request of the Board after leave is granted, the employee must present a statement from a medical doctor stating that the employee is under the care of a doctor, and that the employee is incapable, by reason of the personal injury sustained, to return to work. The School Board may request that the employee be examined by a medical doctor of the Board’s choosing to verify the inability of the employee to return to work. If there is disagreement between the employee’s doctor and the Board’s doctor, a third opinion shall be requested from a medical doctor that both the Board and the employee agree upon. In such a case, the decision from the agreed upon doctor shall be the decision that the Board and the employee shall abide by.

The employee shall not draw workers’ compensation nor hold any other job during the time the Board is paying full salary under the conditions of this policy and act. The decision of the School Board shall be final, and that decision shall not be subject to appeal through any administrative processing, including District grievance policies or procedures.

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

A.C.A. 6-17- 1308

Revised June 27, 2000

## **SALARY DEDUCTIONS**

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

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

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

## **WORKERS’ COMPENSATION BENEFITS**

### **Purpose:**

To make benefits from illness or injury coincide with applicable Workers’ Compensation laws and benefits.

### **Administration:**

Eligible persons may elect to use available sick leave days in lieu of workers’ compensation benefits.

In the event a teacher or employee elects to collect worker’s compensation benefits, if eligible, said person may utilize one-third (1/3) of

accrued and available sick leave benefits in order that compensation received shall equal 100% of the persons contract rate. In no event shall a person receive in excess of 100% of their contract rate.

In no event shall the District be obligated or liable to pay any person for sick leave benefits where no such benefits have accrued or are available to such person.

A.C.A. 6-17-1401 A.C.A. 11-09-101

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

### **Purpose:**

Sexual harassment is sex discrimination under Title IX. It is the policy of the District to maintain a learning and working environment that is free from sex discrimination, including sexual harassment.

### **Authority:**

It shall be a violation of this policy for any employee of the district to harass a student or other employee through conduct or communications of a sexual nature as defined below. It shall also be a violation of this policy for students to harass other students or employees of the district through conduct or communications of a sexual nature as defined below.

### **Definitions:**

Unwelcome sexual advances, requests for sexual favors and other inappropriate oral, written or physical conduct of a sexual nature when made by a employee or when made by a student constitute harassment when:

1. submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's education;
2. submission to or rejection of such conduct by an individual is used as the basis for academic decisions affecting that individual; or
3. such conduct has the purpose or effect of substantially interfering with an individual's academic or professional performance or creating an intimidating, hostile or offensive academic environment or work place.
4. sexual harassment, as defined above, may include but is not limited to the following.
  - a. Verbal harassment or abuse
  - b. Pressure for sexual activity
  - c. Repeated remarks to a person with sexual or demeaning implications
  - d. Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's grades, job, etc.
  - e. Inappropriate patting or pinching
  - f. intentional brushing against a student's or an employee's body
  - g. Any sexually motivated unwelcome touching

### **Procedures:**

Any person who alleges sex discrimination or sexual harassment by any staff member or student may use the District's equity complaint procedure (detailed below) or may complain directly to the building principal, guidance counselor or to Equity Coordinator, the individual designated to receive such complaints. Filing of a complaint or otherwise Reporting sexual harassment or sex discrimination will not reflect upon the individual's status nor will it affect future employment, grades or work assignments. Use of the provided reporting forms is

optional.

Upon receipt of a report of sexual harassment, the building principal or guidance counselor or other staff member shall immediately notify the Equity Coordinator without screening or investigating the report. If the report is given verbally, the principal, counselor or staff member will reduce it to a written form within 24 hours and forward it to the Equity Coordinator. Failure to report any sexual harassment report or complaint as provided will result in disciplinary action taken against that employee.

If the complaint involves the building principal or counselor, the complaint may be filed directly with the Superintendent or Equity Coordinator. If the complaint involves the Equity Coordinator, the complaint may be filed with the Superintendent. If the complaint involves the Superintendent, the complaint may be filed with the Equity Coordinator.

The Equity Coordinator shall immediately authorize an investigation, which may be conducted by school officials. A written report on the investigation will be provided to the Equity Coordinator within 10 school days of the complaint or report of sexual harassment.

The investigation may consist of personal interviews with the person filing a complaint, the individual(s) against whom the complaint is filed and others who may have knowledge of the alleged incident or circumstances surrounding the complaint.

In addition, the District may take immediate steps, at its discretion, to protect the person filing the complaint, students and employees pending the completion of the investigation.

The Equity Coordinator shall make a report to the Superintendent within two school days of the completion of the investigation.

### **School District Action**

Upon receipt of a recommendation that the complaint is valid, the District will take such action as appropriate based on the results of the investigation. If the harasser is a student, disciplinary action may include suspension or expulsion. If the harasser is an employee, disciplinary action may include termination or non-renewal.

The result of the investigation of each complaint filed under these procedures will be reported in writing to the person filing the complaint by the District. If the harasser is a student, the report will document the action taken as a result of the complaint to the extent permitted by FERPA. If the harasser is an employee of the District, the report will document the action taken as a result of the complaint to the extent permitted by law.

### **Reprisal**

The District will discipline any individual who retaliates against any person who reports alleged sexual harassment or who retaliates against any person who testifies, assists or participates in an investigation proceeding related to a sexual harassment complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Title IX – Civil Rights Act of 1964, as amended.

A.C.A. 6-15-1005

## **PERSONNEL FILES POLICY**

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

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

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

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

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

Adopted: 2-19-08

Effective: 7-1-08

## **DEPARTMENT HEADS**

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

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

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

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

Department heads will be paid a stipend of \$550.00 for three (3) teachers in the department, and \$50.00 increments for each additional teacher to a maximum of \$900.00. Teachers on probationary status pursuant to Arkansas law are not eligible to be department heads.

A.C.A. 6-13-620

## **TUTORING**

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

A.C.A. 6-13-620

## **EMPLOYEE DRESS CODE**

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

A.C.A. 6-13-620

## **ELECTIVE AND APPOINTIVE GOVERNMENT OFFICES**

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

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

Paid leave shall not be granted under this policy.

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

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

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

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

## **PERSONNEL POLICIES COMMITTEE**

### **Purpose:**

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

### **Membership:**

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

the Superintendent in September of each year, subject to review by the board.

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

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

**Operation:**

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

A.C.A. 6-17-203

A.C.A. 6-17-205

**ASSIGNMENT AND REASSIGNMENT OF TEACHERS**

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

A.C.A. 6-17-303

**ASSIGNMENT OF EXTRA DUTIES FOR CERTIFIED EMPLOYEES**

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

**CERTIFIED EMPLOYEE DISMISSAL AND NON-RENEWAL**

For procedures relating to the termination and non-renewal of certified employees, refer to the Arkansas Teacher Fair Dismissal Act, A.C.A. 6-17-1501 through 1510.

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

A.C.A. 6-17-201

**PERSONNEL EMPLOYMENT**

All prospective employees must fill out an application form provided by the District, in addition to any resume provided or required, all of which information shall become a part of and placed in the personnel file of those employed.

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

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

### **ASSIGNMENT OF TEACHER AIDES**

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

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

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

### **CERTIFIED EMPLOYEE PERSONNEL BENEFITS**

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

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

### **CERTIFIED EMPLOYEE PLANNING TIME**

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

### **CLASSIFIED PERSONNEL POLICIES COMMITTEE**

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

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

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

1. At least one non-management representative from each of the following Classifications:
  - a. maintenance and operation
  - b. transportation
  - c. food service
  - d. secretarial and clerical
  - e. aides and paraprofessionals
  
2. Three (3) administrators designated by the Superintendent.

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

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

## **EMPLOYEE POLITICAL ACTIVITY**

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

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

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
5. Discussing political matters with students, in or out of the classroom, in other than circumstances appropriate to the nature of the class

## **EMPLOYEE OUTSIDE EMPLOYMENT**

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 shall be responsible for determining whether outside employment is incompatible, conflicting, or inappropriate.

## **GRIEVANCE POLICY**

### **Purpose**

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

### **Definitions**

Grievance – A grievance is any concern related to personnel policy, salary, federal or state laws and regulations, or terms or conditions of employment, raised by an employee. A group of employees who have the same grievance may file a group grievance.

Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding or “writing up” an employee under his or her supervision.

Employee – Any person employed under a written contract with the District.

Immediate Supervisor – The person immediately superior to an employee who directs and supervised the work of an employee.

Day – A calendar day, unless otherwise specified.

### **Process**

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

Level One – An employee who believes that he or she has a grievance should inform that employee’s immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within five (5) working days of the occurrence of the grievance. (The five day requirement does not apply to grievances concerning back pay.) If the grievance is not advanced to Level Two within five days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

If the immediate supervisor cannot resolve the grievance, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two grievance form, citing the specific reason(s) that has given rise to the grievance, within five (5) working days of the discussion with the immediate supervisor and submit the grievance form to the building principal. In the event the employee’s immediate supervisor is the building principal, the employee will submit the grievance to the Superintendent.

Level two – Upon receipt of a Level Two grievance, the building principal or Superintendent (hereinafter “recipient”) will require the immediate supervisor to respond to the grievance using the bottom half of the Level Two grievance form. The recipient will have ten work days to schedule a conference with the employee filing the grievance. After the conference, the recipient will have ten working days in which to deliver a written response to the grievance to the employee. If the grievance is not advanced to Level Three (if appropriate) or appealed to the Board of Directors within five days of the conference, the matter will be considered resolved and the

employee shall have no further right with respect to said grievance.

Level Three – If the proper recipient of the Level Two grievance was the building principal, and the employee remains unsatisfied with the written response to the grievance, the employee may advance the grievance to the Superintendent by submitting a copy of the Level Two grievance form and the principal’s reply to the Superintendent within five working days of the date on the principal’s reply. The Superintendent will have ten work days to schedule a conference with the employee filing the grievance. After the conference, the Superintendent will have ten working days in which to deliver a written response to the grievance to the employee.

### **Appeal to the Board of Directors**

An employee who remains unsatisfied by the written response of the Superintendent may appeal the Superintendent’s decision to the Board of Directors within five (5) working days of the date on the Superintendent’s written response by submitting a written request for a board hearing to the board president, with a copy sent to the Superintendent. If the grievance is not appealed to the Board of Directors within five (5) days of the date on the Superintendent’s written response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

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

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

### **Records**

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

### **Reprisals**

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

A.C.A. 6-17-208

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

### Purpose

The purpose of this policy is to ensure that the Hot Springs School District No. 6 complies with the minimum wage, overtime pay, compensatory pay, and record keeping requirements of the Fair Labor Standards Act (FLSA) of the United States. The FLSA requires

that overtime be paid to non-exempt employees either in the form of monetary compensation or compensatory time at the rate of 1.5 times the regular hourly rate of pay for the number of hours worked in excess of 40 hours per week

#### Exempt Employees

Certain employees are exempt from coverage under the FLSA and are not subject to compensation for overtime work. Exempt employees include executive, administrative, and professional employees such as teachers, counselors, supervisors, and administrators. Employees or supervisors who are unsure if an employee is exempt from coverage shall consult with the district's administration.

#### Covered Employees

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

- Assistant Teachers (Aides)
- Bookkeepers
- Bus Drive
- Custodians
- Food Service Workers
- Maintenance Personnel
- Receptionists
- Secretaries
- Transportation Staff
- Non-Teaching Staff (no teaching certificate required)

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

#### Employment Relationships

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

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

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

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

#### Hours Worked

The workweek for the district begins on Sunday at 12:01 a.m. and ends on Saturday at 12:00 midnight. Each employee subject to the FLSA shall be paid for all hours worked. Compensable time includes all time and that an employee is required to be on duty.

Hours worked shall be accurately recorded by each employee in the manner provided by the district. Employees shall record the exact time of arrival and departure from work. Employees are expected to arrive and depart at or about the time specified by the district unless requested to work overtime by his or her immediate supervisor. Each employee shall record all overtime by time sheet or by time clock.

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

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

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

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

Any employee who asks another employee to clock in or out or sign in or out for him or her may be dismissed.

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

#### Breaks and Meal Periods

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

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

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

#### Basic Monetary requirements

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

#### Overtime Pay

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

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

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

#### Regular Rate of Pay

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

#### Authorization for Overtime Work Required

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

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

#### Record Keeping

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

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

#### Enforcement

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

1. to investigate and gather data concerning wages, hours, and other employment
2. to enter and inspect premises and records
3. to question employees to determines whether any person has violated any provision of the FLSA

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

#### Non-Exempt Employee Leave Requests

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

## **SCHOOL CALENDAR**

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

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

## **SICK LEAVE BANK**

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

### **Eligibility for Membership**

A teacher or employee must have the equivalent of three (3) contract years of employment with the district to be eligible to participate in the bank.

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

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

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

### **Administrative Committee**

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

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

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

- Administrative assistant
- Building supervisor
- K-5 teacher
- Middle School teacher
- High School teacher
- Non-certified employee
- Teacher-at-large

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

The committee shall elect a chairperson by majority vote.

Vacancies on the committee during a term shall be filled by majority vote of the committee, and the elected member shall serve the remainder of the vacant term.

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

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

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

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

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

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

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

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

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

### **Assessment of days**

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

The committee shall have the discretion to assess one (1) additional day per fiscal year, for each member, if the number of available days becomes too low in the judgment of the committee. New members shall be required to contribute two (2) days to enroll if such additional assessment is made. Members without available days to assess shall be required to contribute said additional days at the beginning of the next contract year.

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

## **SICK LEAVE POLICY**

### **Purpose**

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

### **Definitions**

Teacher – any full time employee required by law to secure a license from the State Board of Education as a condition of employment.

Employee – any person employed by the district who works not less than twenty (20) hours per week, other than a teacher.

Sick leave – absence from duties with full pay for the reason of personal illness or injury, or illness or injury in one’s immediate family including death, except due to personal injury resulting from either an assault or other violent criminal act as provided by law.

Immediate family – spouse, children (including stepchildren), grandchildren (including step grandchildren), parents (including stepparents), brothers, sisters, and any other relative living in the same household.

Accumulated sick leave – the total number of days of unused sick leave of the individual, with a maximum of ninety (90) days.

Leave of absence – absence from duties without pay.

Assault or other criminal act – an unlawful act committed against a teacher or employee in the course of public school employment.

## **Benefits**

1. Employees on nine and one quarter and ten month contracts shall be entitled to 11 days of paid sick leave per year. Employees on eleven month contracts will be entitled to 12 days, and employees on twelve month contracts will be entitled to 13 days per year. Said sick leave days shall be earned at the beginning of the contract year. The number of available days shall be pro-rated in the event of initial employment subsequent to the beginning of the contract year. Any employee may be requested to submit appropriate evidence concerning the cause of his/her absence in order to qualify for sick leave benefits.
2. Unused sick leave shall accumulate to a maximum of ninety (90) days. Any portion of accumulated sick leave days may be used under this policy.
3. Two (2) days of sick leave may be used annually for the purpose of personal business.
4. Employees shall be allowed each year, in addition to sick leave, a maximum of five (5) days absence per year at full pay for funeral attendance and/or legal business related thereto when circumstance involve the spouse, employee or spouse’s children, grandchildren, parents, brother, sister or grandparents. If regular sick leave is utilized in addition to the five (5) days provided herein, relatives included in this section 4 shall be considered immediate family for purposes of said sick leave use for a death.
5. Any teacher or employee who has accumulated ninety (90) days of sick leave will be credited with 11 bonus days at the beginning of the next contract year. Any bonus days not used during the year will be reimbursed to the teacher or employee at the end of the school year at the rate of \$30.00 per day in the form of a bonus.
6. Upon retirement, a teacher or employee shall receive \$30.00 per day for up to 101 accumulated sick leave days.
7. A teacher resigning and being re-employed within two (2) years, and a teacher granted a leave of absence, shall have accumulated sick leave benefits restored.
8. Salary deductions of a daily rate for each absence of a teacher or employee due to illness or injury of the person or immediate family that is in excess of accumulated sick leave days shall be made, based upon the teacher’s or employee’s total contract rate divided by the number of working days contracted for.

9. A deduction of a daily; rate determined as in number eight (8) above shall be made from the last paycheck of a teacher or employee who, for any reason, leaves employment prior to the end of the contract year, for any sick leave or family illness days used in excess of the number of days accumulated or earned.
10. A teacher or employee leaving another school district in the state of Arkansas to accept employment with the district shall be credited with sick leave days accumulated in the other district to a maximum of ninety (90) days.
11. Any teacher or employee shall be granted a leave of absence with pay for a maximum of one (1) year for an absence resulting from personal injury caused by an assault or other violent criminal act against the teacher or employee while in the course of employment with the district. Leave provided under this paragraph shall not be charged against sick leave benefits provided under this policy. Requirements of the policy on illness or injury from assault or violent criminal act must be met.
12. An employee who elects to T-DROP under the Teacher Retirement System shall be eligible to receive payment of \$30.00 per day for accumulated sick leave days up to 101 days, under the following conditions and restrictions:
  - Written notice to receive payment must be given to the Superintendent at the time of the election to T-DROP.
  - The number of days the employee elects to receive compensation for must be specified.
  - The option to receive payment for days may only be exercised the first time the employee is eligible to T-DROP.
  - The days the employee is compensated for shall be considered to have been used as sick leave days. An employee who is a member of the sick leave bank of the District on the date of the exercise of the option to T-DROP shall be eligible to remain a member of the bank, subject to all the terms and conditions of the sick leave bank policy.

## **CERTIFIED PERSONNEL EMPLOYEE TRAINING**

All employees shall attend all local professional training sessions as directed by a supervisor.

The District shall develop and implement a plan for the professional development of its certified employees. The district's plan shall, in part, align district resources to address the professional development activities identified in each school's ACSIP. Each certified employee shall receive a minimum of sixty (60) hours of professional development annually to be fulfilled between June 1 and May 31. Professional development hours earned in excess of sixty (60) in the designated year cannot be carried over to the next year. 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 criterion-referenced assessments. The district's professional development plan shall demonstrate scientifically research-based 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 or the school's ACSIP, or both. The district shall determine on an annual basis how many, **if any**, flex hours of professional development will be allowed 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 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) hours requirement shall equal one contract day. Hours of professional development earned by an employee 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. Hours earned that count toward the required sixty (60) also count toward the required number of contract days for that employee.

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.

To receive credit for his/her professional development activity each employee is responsible for obtaining and submitting documents of attendance for each professional development activity he/she attends. Documentation is to be submitted to the building principal or designee.

Teachers and administrators are required to obtain sixty (60) hours of approved professional development annually over a five-year period as part of licensure renewal requirements. At least six (6) of the sixty (60) annual hours shall be in the area of educational technology.

Teachers are required to receive at least two hours annually of their sixty (60) required hours of professional development designed to enhance their understanding of effective parental involvement strategies.

Teachers who provide instruction in Arkansas history shall receive at least two (2) hours of professional development in Arkansas history as part of the sixty (60) hours required annually.

Administrators are required to receive at least three hours annually of their sixty (60) 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. Each administrator's professional development is required to also include training in data disaggregation, instructional leadership and fiscal management.

Teachers required by the superintendent, building principal, or their designee to take approved training related to teaching an advanced placement class for a subject covered by the College Board and Educational Testing Service or the International Baccalaureate Organization (IBO) shall receive up to thirty (30) hours of credit toward the sixty (60) hours of professional development required annually.

Certified 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.

Teachers are eligible to receive fifteen (15) professional development hours for a 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) hours. A maximum of thirty

(30) 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 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 should be consistent with the objectives developed by the National Staff Development Council Standards.

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/development stages; cognitive research; and building a collaborative learning community.

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04

ADE Rules Governing Professional Development

A.C.A. 6-15-404(f)(2)

A.C.A. 6-17-703

A.C.A. 6-17-704

A.C.A. 6-17-705

A.C.A. 6-15-100(c)

A.C.A. 6-15-1703

A.C.A. 6-20-2303 (14)

Date: Adopted: April 24, 2007

## **CERTIFIED PERSONNEL REDUCTION IN FORCE**

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

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

If a reduction in force becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade level on the basis of each employee's points as determined by the schedule contained in this policy. The teacher with the fewest points will be laid off first. In the event of a tie between two or more employees, the employee with the earlier hire date, based on date of board action, will prevail. If a tie still remains, the superintendent shall have the discretion to make a recommendation to the board, based on his/her best judgment. There is no right or implied right for any teacher to "bump" or displace any other teacher.

## Points

- Years of service in the district---1 point per year All certified position years in the district count including non-continuous years. Service in any position not requiring teacher licensure does not count toward service. Working fewer than one hundred twenty (120) days in a school year shall not constitute a year.

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

1 point---Master's degree

2 points---Master's degree plus thirty additional hours

3 points---Educational specialist degree

4 points---Doctoral degree

National Board of Professional Teaching Standards certification---3 points

Additional academic content areas of endorsement as identified by the state board---1 point per area

Certification for teaching in a state board identified shortage area---2 points

Multiple areas and/or grade levels of licensure as identified by the State Board---1 point per additional area or grade level as applicable.

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

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

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

If a teacher is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a

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

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

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

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

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

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

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

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

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

If an employee is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to two (2) years. The non-renewed employee shall be recalled for a period of two (2) years in reverse order of the layoff

to any position for which he or she is qualified. Notice of vacancies to non-renewed employees shall be by certified mail and they shall have ten (10) working days from the date that the notification is received in which to accept the offer of a position. A lack of response or a non-renewed employee's refusal of a position shall end the district's obligation to replace the laid-off employee.

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

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

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

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

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

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

The superintendent will establish procedures necessary to implement this policy.

## **CONFLICT OF INTEREST POLICY**

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

The Superintendent shall notify each employee, in writing, the obligations and responsibilities under the ethics

laws and regulations of the State of Arkansas. Each employee shall be required to complete and file with the district a General Disclosure Form provided by the district, said disclosure to become a part of the employee's personnel file.

Date Adopted: June 26, 2007

Date Revised:

## **CERTIFIED PERSONNEL RECORDS AND REPORTS**

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

Adopted: June 26, 2007

## **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.

### **Definitions:**

**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 causes or creates a clear and present danger of:

- 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;

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

Date Adopted: June 26, 2007    Date Effective: July 1, 2007

## **TRAVEL EXPENSE POLICY**

Reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by district

employees and/or members of the Board of Directors on behalf of the district shall be done according to the following guidelines. Original receipts must accompany all requests for reimbursement, payment, or for prepaid expenses paid by the district to the extent that such receipts are customarily available, except as set forth below. For a receipt to be valid it should contain the name of the issuing company, the date, a detailed itemization of the individual expenses, and the total amount. To be eligible for reimbursement and/or to not be held accountable for the expense, the employee must submit the necessary receipts to the district within 90 days of the return date from the trip made by the employee. Employees are only eligible for reimbursement for travel expenses for travel which has been approved in advance. No cash advances shall be made for travel. Mileage, lodging, and meal expenses will not be reimbursed when incurred for the personal convenience of the employee and not required by the reason for the travel. Reimbursement for travel shall be for the lesser of the cost between travel by air or by car with some consideration allowed for length of time of the method of travel, as well as other considerations determined to be appropriate by the Superintendent and /or designee. Any expense not authorized will not be reimbursed or paid and is the responsibility of the employee to pay any such unauthorized expense.

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

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

### **Rates for Reimbursement**

Mileage allowance shall be reimbursed at the rate of 39 cents per mile. Mileage shall be reimbursed on the basis of the shortest, most reasonable, route available, as determined by the district

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

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

The location of the conference or other approved reason for travel is located in a hotel/motel which does not offer rates within the IRS rate schedule. In such an instance, the employee shall be reimbursed at the "special conference rate" if available. If such a rate is not

offered, or no longer available, the employee shall be reimbursed for lodging costs that are reasonable for single occupancy rates at the hotel in which the conference is held.

The hotel/motel in which the conference is held has no rooms available. In such an instance, the employee shall be reimbursed for reasonable single occupancy lodging costs in another hotel/motel located near the conference.

- The conference or other approved reason for travel is held in a location other than one that is part of a hotel/motel. If the rates of the hotels/motels located near the conference or other approved reason for travel are not within the IRS schedule, the employee shall be reimbursed for reasonable single occupancy lodging costs in a hotel/motel located near the conference.

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

### **Expenses not covered**

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

Alcoholic beverages:

Entertainment expense – including sports or sporting events or pay per view or game expenses at hotels or motels;

- Replacement due to loss or theft;
- Discretionary expenses for items such as clothing or gifts;
- Medical expenses incurred while on route to or from or at the destination of the reason for the travel; Optional or supplementary
- insurance obtained by the employee for the period covered during the travel;

### **Credit Cards**

Only those employees specifically issued credit cards to be used in the performance of their jobs to purchase goods, services, or supplies on behalf of the district shall be allowed to use such cards. Employees who incur reimbursable expenses as defined in this policy are expected to pay for them initially by any means they choose and then

submit their request for reimbursement or payment. The district assumes no responsibility for the payment of any personal credit card charges incurred by a district employee.

### **Airport Associated Expenses**

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

the employee.

### **Employees `s Responsibility**

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

Date Adopted: June 27, 2006

Last Revised: August 21, 2007

## **PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS**

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

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

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

Cross Reference: **SEX OFFENDERS ON CAMPUS (MEGAN'S LAW) policy**

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

Date Adopted: June 24, 2008

Last Revised:

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

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

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

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

Persons **not** to be notified except at the specific discretion of area law enforcement officials include members of parent-teacher organizations, other schools, organizations using school facilities, students, parents or guardians of students, and the press. Personnel may inform the press about procedures which have been put in place and other general topics, but may not reveal the name or any other specifics regarding an offender.

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

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

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

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

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

Legal References: A.C.A. § 12-12-913 (g)(3)  
Arkansas Department of Education Guidelines for "Megan's Law"  
A.C.A. § 5-14-131

Date Adopted: June 24, 2008

## **TOBACCO USE AND POSSESSION POLICY**

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

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

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

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

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

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

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

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

4. Visitors: Use of tobacco products of any kind by visitors, on school district property, whether owned or rented, at any time, is prohibited. Visitors violating this policy, as well as applicable federal and state law, will be informed of the policy and the law prohibiting tobacco use on school property. Continued violation will result in appropriate authorities, including law enforcement personnel, being notified.

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

## **USE OF CELL PHONES**

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

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

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

## **DRUG FREE WORKPLACE-ALL EMPLOYEES**

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. Information about the availability of such service may be obtained at a school counselor's office.

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

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

irrational speech; or the presence of an odor associated with a prohibited substance on one's breath or clothing.

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

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately. If the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day period.

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

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

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

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

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

Adopted: 5-17-05 Effective: 7-1-05

## **MOVIES IN CLASSROOMS**

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

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

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

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

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

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

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

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

## **REQUIREMENTS FOR PARAPROFESSIONALS**

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

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

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

The superintendent shall determine if, in his or her opinion, a paraprofessional employed by the district prior to January 8, 2002 may be reasonably expected to satisfy the requirements imposed by NCLB or state requirements by January 1, 2006. No later than 30 days prior to

each paraprofessional's contract commencement date the superintendent shall notify paraprofessional employees deemed unlikely to satisfy NCLB and/or state requirements that they are being recommended for non-renewal. In the event that, subsequent to contract renewal, the superintendent determines the paraprofessional employee does not meet the definition of "highly qualified," it shall be grounds for termination of the paraprofessional's contract of employment.

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

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

Date Adopted: 5-17-05

Effective: 7-1-05

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

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

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

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

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

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

### **PARENT-TEACHER COMMUNICATION**

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

Teachers are required to communicate during the school year with the parent(s) or legal guardian(s) of each of their students to discuss their academic progress. 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 parents(s)/legal guardians(s) for each scheduled conference.

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

conference.

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

Date Adopted: 5-17-05

Effective: 7-1-05