

**LAWRENCE COUNTY  
SCHOOL DISTRICT  
LICENSED PERSONNEL  
POLICIES  
2023-2024**

## TABLE OF CONTENTS

<b>3.1—LICENSED PERSONNEL SALARY SCHEDULE</b>	<b>.....</b>	<b>4</b>
<b>3.2—LICENSED PERSONNEL EVALUATIONS</b>	<b>.....</b>	<b>7</b>
<b>3.2A—LAWRENCE COUNTY SCHOOL DISTRICT PERSONNEL RECORDS</b>	<b>.....</b>	<b>10</b>
<b>3.2B—LAWRENCE COUNTY SCHOOL DISTRICT DATA COLLECTION TO SUPPORT PROGRESS TOWARD GOAL ATTAINMENT</b>	<b>.....</b>	<b>11</b>
<b>3.2C—LAWRENCE COUNTY SCHOOL DISTRICT TEACHER ATTENDANCE</b>	<b>.....</b>	<b>12</b>
<b>3.3—EVALUATION OF LICENSED PERSONNEL BY RELATIVES</b>	<b>.....</b>	<b>13</b>
<b>3.4—LICENSED PERSONNEL REDUCTION IN FORCE</b>	<b>.....</b>	<b>14</b>
<b>3.5—LICENSED PERSONNEL CONTRACT RETU</b>	<b>.....</b>	<b>16</b>
<b>3.6—LICENSED PERSONNEL EMPLOYEE TRAINING</b>	<b>.....</b>	<b>17</b>
<b>3.7-- LICENSED PERSONNEL BUS DRIVER DRUG TESTING</b>	<b>.....</b>	<b>24</b>
<b>3.8--LICENSED PERSONNEL SICK LEAVE</b>	<b>.....</b>	<b>27</b>
<b>3.8A—LAWRENCE COUNTY SCHOOL DISTRICT SICK LEAVE-EXTENDED</b>	<b>.....</b>	<b>30</b>
<b>3.8B—LAWRENCE COUNTY SCHOOL DISTRICT SICK LEAVE UNUSED</b>	<b>.....</b>	<b>31</b>
<b>3.9--LICENSED PERSONNEL SICK LEAVE BANK</b>	<b>.....</b>	<b>32</b>
<b>3.10—LICENSED PERSONNEL PLANNING TIME</b>	<b>.....</b>	<b>34</b>
<b>3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE</b>	<b>.....</b>	<b>35</b>
<b>3.12—LICENSED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS</b>	<b>.....</b>	<b>35</b>
<b>3.13—LICENSED PERSONNEL ELECTED TO PUBLIC OFFICE</b>	<b>.....</b>	<b>36</b>
<b>3.14—LICENSED PERSONNEL SUMMONED FOR JURY DUTY</b>	<b>.....</b>	<b>37</b>
<b>3.15—LICENSED PERSONNEL LEAVE—INJURY FROM ASSUALT</b>	<b>.....</b>	<b>38</b>
<b>3.16—LICENSED PERSONNEL REIMBURSEMENT for PURCHASE of SUPPLIES</b>	<b>.....</b>	<b>39</b>
<b>3.17—LICENSED PERSONNEL INSULT OR ABUSE OF PERSONNEL</b>	<b>.....</b>	<b>40</b>
<b>3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT</b>	<b>.....</b>	<b>41</b>
<b>3.19—LICENSED PERSONNEL EMPLOYMENT</b>	<b>.....</b>	<b>42</b>
<b>3.20—LICENSED PERSONNEL REIMBURSEMENT of TRAVEL EXPENSES/CONFERENCE</b>	<b>.....</b>	<b>45</b>
<b>3.21—LICENSED PERSONNEL TOBACCO USE</b>	<b>.....</b>	<b>45</b>
<b>3.22—LICENSED PERSONNEL DRESS OF EMPLOYEES</b>	<b>.....</b>	<b>46</b>
<b>3.23—LICENSED PERSONNEL POLITICAL ACTIVITY</b>	<b>.....</b>	<b>46</b>
<b>3.24—LICNESED PERSONNEL PERSONAL DEBTS</b>	<b>.....</b>	<b>47</b>
<b>3.25—LICENSED PERSONNEL GRIEVANCE PROCEDURES (OTHER THAN DISMISSAL)</b>	<b>.....</b>	<b>48</b>
<b>3.25F—LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM</b>	<b>.....</b>	<b>51</b>
<b>3.26—LICENSED PERSONNEL SEXUAL HARRASSMENT</b>	<b>.....</b>	<b>52</b>
<b>3.27—LICENSED PERSONNEL SUPERVISION OF STUDENTS</b>	<b>.....</b>	<b>55</b>

<b>3.28—LICENSED PERSONNEL COMPUTER USE POLICY</b>	<b>.....</b>	<b>56</b>
<b>3.29—LICNESED PERSONNEL SCHOOL CALENDAR</b>	<b>.....</b>	<b>65</b>
<b>3.30—LICENSED PERSONNEL PARENT/TEACHER CONFERENCES</b>	<b>.....</b>	<b>67</b>
<b>3.31—LICENSED PERSONNEL DRUG FREE WORKPLACE</b>	<b>.....</b>	<b>68</b>
<b>3.31A—LAWRENCE COUNTY SCHOOL DISTRICT WORKPLACE HEALTH AND SAFETY</b>	<b>.....</b>	<b>71</b>
<b>3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT</b>	<b>.....</b>	<b>78</b>
<b>3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE</b>	<b>.....</b>	<b>79</b>
<b>3.33—LICENSED PERSONNEL EXTRA DUTIES</b>	<b>.....</b>	<b>94</b>
<b>3.34—LICENSED PERSONNEL CELL PHONE USE</b>	<b>.....</b>	<b>95</b>
<b>3.35—LICENSED PERSONNEL PERSONAL BENEFITS</b>	<b>.....</b>	<b>96</b>
<b>3.36—LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL</b>	<b>.....</b>	<b>97</b>
<b>3.37—LICENSED PERSONNEL ASSIGNMENT OF TEACHER AIDES</b>	<b>.....</b>	<b>98</b>
<b>3.38—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING</b>	<b>.....</b>	<b>99</b>
<b>3.38A—LAWRENCE COUNTY SCHOOL DISTRICT CHILD PROTECTION</b>	<b>.....</b>	<b>101</b>
<b>3.39—LICENSED PERSONNEL DEBT</b>	<b>.....</b>	<b>102</b>
<b>3.40—LICENSED PERSONNEL DUTIES AS MANDATED REPORTERS</b>	<b>.....</b>	<b>103</b>
<b>3.41—LICENSED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING</b>	<b>.....</b>	<b>104</b>
<b>3.42—LICENSED PERSONNEL—OBTAINING AND RELEASE OF STUDENT’S FREE AND REDUCED PRICE MEAL ELGIBILITY INFORMATION</b>	<b>.....</b>	<b>105</b>
<b>3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKER’S COMPENSATION</b>	<b>.....</b>	<b>107</b>
<b>3.45—LICENSED PERSONNEL SOCIAL NETWORKING AND EHTICS</b>	<b>.....</b>	<b>109</b>
<b>3.46—LICENSED PERSONNEL VACATIONS</b>	<b>.....</b>	<b>113</b>
<b>3.47— LICENSED PERSONNEL DEPOSITING COLLECTED FUNDS</b>	<b>.....</b>	<b>114</b>
<b>3.48—LICENSED PERSONNEL WEAPONS ON CAMPUS</b>	<b>.....</b>	<b>115</b>
<b>3.49—LICENSED PERSONNEL REMOVAL OF STUDENT FROM CLASSROOM</b>	<b>.....</b>	<b>116</b>
<b>3.50—ADMINISTRATOR EVALUATOR CERTIFICATION</b>	<b>.....</b>	<b>117</b>
<b>3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES</b>	<b>.....</b>	<b>118</b>
<b>3.52— WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT IN THE CHILD NUTRITION PROGRAM</b>	<b>.....</b>	<b>119</b>
<b>3.53—LICENSED PERSONNEL BUS DRIVER END OF ROUTE REVIEW</b>	<b>.....</b>	<b>120</b>
<b>3.54—VOLUNTARY TEACHING DURING PLANNING PERIOD OR OF MORE THAN THE MAXIMUM NUMBER OF STUDENTS PER DAY</b>	<b>.....</b>	<b>121</b>

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

Because of the frequent changes (yearly or more often), the salary schedule for Lawrence County School District can be found on the page following this policy.

“**Licensed Salary Schedule** is a set of matrices that are updated and published each school year that contains the minimum salary licensed employees earn based on number of years of experience, education degrees, computations for extended contracts, and salary supplements for additional duties or responsibilities. The salary schedule is required to reflect the actual pay practices of the district.”

State law requires each District to include its teacher salary schedule, including stipends and other material benefits, in its written personnel policies unless the District recognizes a teachers’ union in its policies for, among other things, the negotiation of salaries. In developing the salary schedule, the District will establish a normal base contract period for teachers. The District is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year licensed policies and salary schedule.

For the purpose of the salary schedule, a teacher will have worked a “year” if he/she works at least 1960 days.

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

Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to the Superintendent’s secretary. The appropriate salary increase will be reflected by August 1. All salary changes will be on a “go forward” basis, and no back pay will be awarded.

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

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

traditional teaching license.

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

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

Cross Reference: Policy 1.9—POLICY FORMULATION

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

Date Adopted: July 1, 2006

Last Revised: July 1, 2015

**Lawrence County School District  
2023-2024 Salary Schedule**

Step	BSE	BSE+12	BSE+24	MSE	MSE+15	MSE+30
0	50000	50000	50000	50000	50000	50000
1	50000	50000	50000	50000	50000	50000
2	50000	50000	50000	50000	50000	50000
3	50000	50000	50000	50000	50000	50000
4	50000	50000	50000	50000	50000	50000
5	50000	50000	50000	50000	50000	50000
6	50000	50000	50000	50000	50000	50000
7	50000	50000	50000	50000	50000	50000
8	50000	50000	50000	50000	50000	50000
9	50000	50000	50000	50000	50000	50000
10	50000	50000	50000	50000	50000	50000
11	50000	50000	50000	50000	50000	50000
12	50000	50000	50000	50000	50000	50000
13	50000	50000	50000	50000	50000	Ind Sal steps
14	50000	50000	50000	50000	Ind Sal steps	
15	50000	50000	50000	Ind Sal steps		
16		50000	50000			
17			50000			
18						
19						
20						

\*All salaries in red will receive a minimum \$2000 LEARNS Bill increase that will be specific to each employee, as required by law.

Any new hires into the LCSD will be placed on the appropriate 2022-23 salary schedule and will have \$2000 added, per the LEARNS BILL.

**\*\*\*This salary schedule will be in place for the 2023-24 school year ONLY.**

**Supplements:**

10 month personnel - 1 extra month

11 month personnel - 2 extra months

12 month personnel - 3 extra months

High School Princ. Supplement - \$10,000

Elem Principal Supplement - \$10,000

Asst. Princ Supplement - \$8000

Administrative Assistant -\$1000

Superintendent - per board

\*Principals are placed on the salary schedule according to experience and education and are paid additional salary supplement plus additional months worked.

\*\*National Board Certification-\$1000 (one time stipend with documentation)

\$500 stipend to be paid each year with current certification

**Stipends are included on the following page**

## Stipends

### Coaches:

Athletic Director	3,000
Head Sr. FB	3,000
Asst. Sr. FB	1,500
Head Jr. FB	2,000
Asst. Jr. FB	1,500
Head Sr. BB	2,500
Head Jr. BB	2,000
Asst. BB	1,500
Head Sr. VB	2,000
Head Jr. VB	1,500
Asst. VB	1,500
Head Baseball	2,500
Asst. Baseball	1,500
Head Softball	2,500
Asst Softball	1,500
Golf	750
Asst. Ath. Dir.	750
Tennis	500
JR Track	500
SR Track	1,000
Asst Track	500
Jr. Baseball	1,500
Jr. Softball	1,500
Asst. Jr. Softball	1,000
Asst Jr. Baseball	1000
FB Field Mtn	1000
BB Field Mtn	1000
SB Field Mtn	500

### Sponsors/Directors

Senior	500
Junior	500
Jr Cheer Sp.	2,500
Sr Cheer Sp.	2,500
Asst Cheer	1,000
St. Council	1,500
Choir Dir.	1,000
G/T Dir.	1,500
Test Coordinator	1,000
Chapter I Dir.	500
Band Dir.	3,000
Fed Coord.	5,000
Medicaid Billing	2,000
Armac	1,000
PWFB WR 4-5-6	1,000
Asst Peewee FB	300
PWBB WR 5-6	600 Boys/girls-4 each
Asst Peewee VB	500
Pep Band/per perf	100
ALE Stipend	1,000
Key Club	1,500
Trap Team	1,000
Covid-19 Fed Dir	5,000
BRTC 3hr class	250
Ath Media	1000
Childcare	14500

## 3.2—LICENSED PERSONNEL EVALUATIONS

### **Definitions**

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

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

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

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

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

"Probationary teacher" has the same definition as A.C.A. § 6-17-1502.<sup>1</sup>

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

### **Teachers**

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

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

Teachers will be evaluated under the schedule and provisions required by TESS. Each school-year, the district will conduct a summative evaluation over all domains and components on all probationary teachers as well as any teacher currently on an "intensive support" improvement plan or who has successfully completed intensive support or participated in an improvement plan during the current or previous school-year. All teachers not covered in the previous sentence will have a summative evaluation over all domains and components at least once every four (4) years. To establish the initial four-year rotation schedule for non-probationary teachers to be summatively evaluated, at least one-quarter of each school's non-probationary teachers will be selected for evaluation by drawings.

All teachers shall develop a Professional Growth Plan (PGP) annually that must be approved by the teacher's evaluator. If there is disagreement between a teacher and the teacher's evaluator concerning the



PGP, the decision of the evaluator shall be final.

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

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

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

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

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

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

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

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

Novice category and probationary building level or district level leaders, those building level or district level leaders who have been placed in the Intensive category, and those building level or district level leaders who have not had a summative evaluation the previous three (3) years will have a summative evaluation. A building level or district level leader shall complete a PGP based on the standards and functions determined during the initial summative evaluation meeting with the superintendent or designee. If there is disagreement between a building level or district level leader and the leader's evaluator concerning the PGP, the decision of the evaluator shall be final. In subsequent years, he/she shall revise his/her PGP and associated documents required under LEADS.

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

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

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

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

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

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

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

Date Adopted: July 1, 2014  
Last Revised: July 1, 2015

### **3.2A LAWRENCE COUNTY SCHOOL DISTRICT PERSONNEL RECORDS**

Employees have the right to review the contents of their personal files during regular office hours.

If the employee wishes to be accompanied by another person during such a review, that request must be entered on the request-to-view form.

Material derogatory to an employee's conduct, service, character, or personality will be placed in his personnel file only if the employee has had an opportunity to review the material. The employee will acknowledge that he has had the opportunity to review such material by affixing his initials to the copy to be filed, with the express understanding that such initialing in no way indicates agreement with contents. The employee shall be permitted to attach comments related to the derogatory material.

Date Adopted: July 1, 2006

Last Revised:

### **3.2B LAWRENCE COUNTY SCHOOL DISTRICT --DATA COLLECTION TO SUPPORT PROGRESS TOWARD GOAL ATTAINMENT**

The following list is provided as a resource of possible methods of evaluating or assessing goal attainment.

1. Portfolios
2. Journals
3. Self-assessment
4. Reading log
5. Videotape
6. Observations
7. Completion of coursework/in-service
8. Archival data collection (artifacts)
9. Student assessments
10. Summative report
11. Demonstration

Date Adopted: July 1, 2006

Last Revised:

### **3.2C LAWRENCE COUNTY SCHOOL DISTRICT--TEACHER ATTENDANCE**

1. All teachers are required to be at their teaching stations at the time designated by each building principal.
2. When absent from duty due to illness, the teacher should notify the principal as early as possible in order for a substitute to be called as a temporary replacement. Teachers will be responsible for keeping an up-to-date daily lesson plan so that a substitute teacher may continue the planned activities in the teacher's absence.
3. Teachers are expected to attend all faculty meetings and designated workshops.
4. In the event it becomes necessary for a teacher to leave the school campus, consent must be given by the school principal or his/her designee.

Date Adopted: July 1, 2006

Last Revised:

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

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

Date Adopted: July 1, 2006

Last Revised:

### 3.4—LICENSED 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 and the school board.

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

If a reduction in force becomes necessary in a licensure area and/or specific grade level(s), the teacher's length of service in the district shall be the initial determining factor. The teacher with the most years of employment as a licensed teacher in the district as compared to other teachers in the same licensure area and/or specific grade level(s) shall prevail. Length of service in a non-certified position shall not count for the purpose of length of service for a licensed position. Total years of service to the district shall include non- continuous years of service. Working fewer than 120 days in a school year shall not constitute a year.

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

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

Pursuant to any reduction in force 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 and further adjustments made if length of contract or job assignments change.

#### Points

- Years of service in the district—1 point per year  
All certified position years in the district count including non-continuous years.  
Service in any position not requiring teacher licensure does not count toward years of service. Working fewer than 160 days in a school year shall not constitute a year.

- Graduate degree in the area of licensure applicable to credit of points (only the highest level of points apply)
  - 1 point—Master’s degree
  - 2 points—Master’s degree plus thirty additional hours
  - 3 points—Educational specialist degree
  - 4 points—Doctoral degree
- National Board of Professional Teaching Standards certification—3 points
- Additional academic content areas of endorsement as identified by the state board—1 point per area
- Licensure for teaching in a State Board identified shortage area—2 points
- Multiple areas and/or grade levels of licensure as identified by the State Board—1 point per additional area or grade level as applicable. For example, a P-4 license or a 5-8 social studies license is each worth one point.
- Years of service outside the district—1/4 point per year

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

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

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

**SECTION TWO**

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

Legal Reference:       A.C.A. § 6-17-2406

Date Adopted: July 1, 2006

Last Revised: July 1, 2015



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

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

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

The teacher shall have the right to rescind his/her contract no later than ten days after the teacher's last contracted day.

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

Adopted: July 1, 2006

Last Revised:

### 3.6—LICENSED PERSONNEL EMPLOYEE TRAINING

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

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

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

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

Each licensed employee shall receive a minimum of thirty-six (36) hours of PD annually to be fulfilled between June 1 and May 31; the District may require a licensed employee to receive more PD than the minimum when necessary to complete the licensed Employee's PDP. All licensed employees are required to obtain their thirty-six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Beginning with the 2018-2019 school year, the District shall provide professional development to teachers licensed:

- At the elementary level for kindergarten through grade six (K-6), in special education for kindergarten through grade twelve (K-12), or reading specialists for kindergarten through grade twelve (K-12) for one (1) of the prescribed pathways to obtaining a proficiency credential in knowledge and practices in scientific reading instruction; and
- In an area other than elementary level for kindergarten through grade six (K-6), in special education for kindergarten through grade twelve (K-12), or reading specialists for kindergarten through grade twelve (K-12) for one (1) of the prescribed pathways to obtaining an awareness credential in knowledge and practices in scientific reading instruction.

The professional development will be designed so that, by the beginning of the 2021-2022 school year, all teachers employed in a teaching position that requires an elementary education license (K-6), special education license, or reading specialists in kindergarten through grade twelve (K-12) shall demonstrate proficiency in knowledge and practices of scientific reading instruction and all other teachers shall demonstrate awareness in knowledge and practices of the scientific reading instruction.

Beginning in the 2019-2020 school year, the District shall provide annual training instruction based on the science of reading as set forth in the literacy plan contained within the District’s SLIPs.

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

At least once every three (3) years, persons employed as athletic coaches shall receive training related to

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

All licensed personnel shall receive two (2) hours of training related to compliance with the District's antibullying policies to include:

- a. Bullying prevention;
- b. Recognition of the relationship between incidents of bullying and the risk of suicide; and
- c. The licensed employee's duties under the District's anti-bullying policies.

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

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

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

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

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

Licensed personnel may earn up to twelve (12) hours of PD for time they are required to spend in their instructional classroom, office or media center prior to the first day of student/teacher interaction **provided** the time is spent in accordance with state law and current DESE rules that deal with PD. Licensed personnel who meet the requirements of this paragraph, the associated statute, and DESE Rules shall be entitled to one (1) hour of PD for each hour of approved preparation.

Licensed personnel shall receive five (5) PD hours for each credit hour of a graduate level college course that meets the criteria identified in law and applicable DESE rules. A maximum of fifteen (15) such hours may be applied toward the thirty six (36) hours of PD required annually for license renewal.

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

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

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

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

Approved PD activities may include:

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

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

PD activities shall relate to the following areas:

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

- Student health and wellness; and
- The Code of Ethics for Arkansas Educators.

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

- School Fire Marshall program (A.C.A. § 6-10-110);
- Tornado safety drills (A.C.A. § 6-10-121);
- Statewide student assessments (A.C.A. § 6-15-2912);
- Test security and confidentiality (A.C.A. § 6-15-2907);
- Emergency plans and the Panic Button Alert System (A.C.A. § 6-15-1302);
- TESS (A.C.A. § 6-17-2806);
- Student discipline training, behavioral intervention, and classroom management (A.C.A. § 6-18-502);
- Comprehensive School Counseling Program (A.C.A. § 6-18-2004);
- Training required by DESE under The Arkansas Educational Support and Accountability Act and fiscal and facilities distress statutes and rules; and
- Annual active shooter drills (6-15-1303).<sup>9</sup>

Certified personnel shall be paid a stipend of \$100.00 per workshop/conference if mandated by building principal and superintendent during non-contracted time.

Certified personnel who have students that qualify for national competitions that require an overnight stay shall be paid a stipend of \$100.00 per day if approved by the building principal and superintendent during non-contracted time.

## **PROFESSIONAL AFFILIATIONS AND/OR BOARD CERTIFICATION**

It is the constitutional right of each teacher to organize, join, or not join any professional organization of his choosing. Employees will be reimbursed up to \$50.00 to join a professional organization in their field.

A one-time stipend of \$1000 will be paid to any faculty member who acquires his/her National Board Certification. A \$500 stipend will be paid every year with current National Board Certification. The Lawrence County School District will reimburse the employee the cost of the Board Certification process once completed. If funding is provided by the

Lawrence County District, the employee will be required to teach in the Lawrence County School District for a total of 3 consecutive years after completing Board Certification or will be required to reimburse the district the full cost of the certification process.

Cross References: 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION  
 4.37—EMERGENCY DRILLS  
 5.2—PLANNING FOR EDUCATIONAL IMPROVEMENT

Legal References: Standards For Accreditation 1-B.4, 3-A.4, 3-B.1, 4-G.1, 4-G.2  
 DESE Rules Governing Professional Development

DESE Rules Governing the Arkansas Educational Support and Accountability Act  
DESE Rules Governing the Arkansas Financial Accounting and Reporting System  
and Annual Training Requirements  
DESE Rules Governing Student Special Needs Funding  
DESE Advisory Guidelines for the Use of Student Restraints in Public School or  
Educational Settings  
A.C.A. § 6-10-121  
A.C.A. § 6-10-122  
A.C.A. § 6-10-123  
A.C.A. § 6-15-1004(c)  
A.C.A. § 6-15-1302  
A.C.A. § 6-15-1303  
A.C.A. § 6-15-1703  
A.C.A. § 6-15-2907  
A.C.A. § 6-15-2911  
A.C.A. § 6-15-2912  
A.C.A. § 6-15-2913  
A.C.A. § 6-15-2914  
A.C.A. § 6-15-2916  
A.C.A. § 6-16-1203  
A.C.A. § 6-17-429  
A.C.A. § 6-17-703  
A.C.A. § 6-17-704  
A.C.A. § 6-17-708  
A.C.A. § 6-17-709  
A.C.A. § 6-17-710  
A.C.A. § 6-17-711  
A.C.A. § 6-17-2806  
A.C.A. § 6-17-2808  
A.C.A. § 6-18-502(f)  
A.C.A. § 6-18-514(f)  
A.C.A. § 6-18-708  
A.C.A. § 6-18-2004  
A.C.A. § 6-20-2204  
A.C.A. § 6-20-2303 (15)  
A.C.A. § 6-41-608  
A.C.A. § 6-61-133

Date Adopted: July 1, 2006  
Last Revised: July, 2019



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

#### **SCOPE OF POLICY**

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

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

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

#### **METHODS OF TESTING**

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

#### **DEFINITIONS**

“Safety sensitive function” includes:

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

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

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

#### **REQUIREMENTS**

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

1. Random tests
2. Testing in conjunction with an accident

3. Receiving a citation for a moving traffic violation; and
4. Reasonable suspicion.

### **PROHIBITIONS**

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- D. No driver required to take a post-accident alcohol test under #2 below shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- E. No driver shall refuse to submit to an alcohol or drug test in conjunction with #1,2, and/or 4 below;
- F. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner who, with knowledgeable of the driver's job responsibilities, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication.
- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

### **TESTING FOR CAUSE**

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

### **REFUSAL TO SUBMIT**

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

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

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

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

### **CONSEQUENCES FOR VIOLATIONS**

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

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

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

Legal References:       A.C.A. § 6-19-108  
                                  A.C.A. § 6-19-119  
                                  A.C.A. § 27-23-201 et seq.  
                                  49 C.F.R. § 382.101 – 605  
                                  49 C.F.R. § part 40  
                                  49 C.F.R. § 390.5  
                                  Arkansas Division of Academic Facilities and Transportation Rules Governing  
                                  Maintenance and Operations of Arkansas Public School Buses and Physical  
                                  Examinations of School Bus Drivers

Date Adopted: July 1, 2006

Last Revised: July 1, 2015

### **3.8—LICENSED PERSONNEL SICK LEAVE**

#### **Definitions**

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

#### **Procedures**

1. One day of sick leave per contract month will be granted annually and will be accumulative to 120 days. As an example, if a teacher completed the present school term without having been absent; then, at the beginning of the ensuing year, the teacher will have the nine days accumulated in addition to the nine days granted for that school year. If needed, employees could use one day of sick leave for personal business when all personal business days are used (see 3.11 Personal Days).
2. In the event of a teacher absence for any reason, the principal is to be notified at the earliest possible moment.
3. Leave and/or absences taken by a teacher not authorized or covered under personnel policy provisions shall result in a salary deduction equal to the employee’s full day’s salary times the number of days absent. (190 days shall be considered a school year.)
4. Maternity Leave: A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires, provided such employment does not impair her health, as determined by a qualified medical doctor of her choice, or does not interfere with performance of duty as a teacher. Personal illness shall include any medical disability connected with or resulting from pregnancy; therefore, any absences associated with pregnancy shall be treated as sick leave.
5. In the event a teacher sustains an injury occurring in the scope and course of his/her employment, his/her teaching position shall not be terminated during the existing contract or the granted contract due to absence caused by that injury.

## **SICK LEAVE**

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

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

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

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

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

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

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

1. When claiming sick leave, the teacher must fill out a sick leave form upon his or her return to school. This form must be filed in the superintendent's office.
2. Teachers are not to call substitutes. As soon as a teacher knows that he or she will be absent, he or she should notify the principal or his/her designee. The teacher's class roll and lesson plans should be left with the principal or in the classroom.
3. In the event that an employee has to leave school early and not miss ½ day of work, the principal or his/her designee will log the number of class periods missed. Once an accumulation of 4 periods (1/2 day) is missed due to sick leave the employee will be docked for ½ day.

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

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability<sup>3</sup> determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accumulated sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accumulated sick leave, vacation or personal leave. See 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

## **Sick Leave and Outside Employment**

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

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

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

Date Adopted: July 1, 2006  
Last Revised: July 1, 2015

### **3.8A LAWRENCE COUNTY SCHOOL DISTRICT—SICK LEAVE-EXTENDED**

A teacher who has been employed in this school system for a minimum of five years is eligible for extended sick leave under the following conditions:

- A. The teacher will be allowed five additional sick-leave days per year beginning with the sixth year of employment in the district; with the actual cost of the substitute's pay deducted from the teacher's salary for each extended day used. The extended leave will be accumulative to thirty (30) days.
- B. This additional leave may not be used until all regular sick-leave has been used.
- C. This leave cannot be used in any illness resulting in less than five (5) full consecutive working days of absence.
- D. With written request, extended sick leave may also be allowed for the absence due to the serious illness of the teacher's children, spouse, or a close relative dependent on the teacher.

Date Adopted: July 1, 2006

Last Revised:

### **3.8B--LAWRENCE COUNTY SCHOOL DISTRICT--SICK LEAVE UNUSED BONUS**

All certified personnel who have earned and accumulated one hundred twenty (120) days of unused sick leave in the Lawrence County School District will be paid \$75.00 per unused sick leave day at year's end if they meet the following criteria:

1. Have accumulated the one hundred twenty (120) days in the Lawrence County District and have not used all of the days allowed during the year (one per contract month).
2. The policy will require annual review and board approval each year.
3. Upon retirement, any employee will receive reimbursement for any or all unused sick leave up to 120 days earned in the Lawrence County School District. Payment for unused sick leave upon retirement will be as follows: 1-40 unused days - \$35.00, 41-80 unused days - \$60.00, and 81 days and above - \$100.00 per day.

Date Adopted: July 1, 2006

Last Revised: July 1, 2023



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

A volunteer sick leave bank is established for all full-time employees who wish to participate for the purpose of permitting employees, upon approval, to obtain sick leave in excess of accumulated and current sick leave, when the employee has exhausted all such leave including personal days. The bank is voluntary and only those employees who have contributed to the sick leave bank shall be eligible to withdraw from the sick leave bank. For an employee to become a member, a one-time one (1) day contribution (of the nine (9) allotted sick days) will be placed in the bank. The employee will not be required to contribute again unless the accumulated days in the bank drop below 45. At that time, each participating member will be required to contribute one (1) day.

The participant must submit, no later than September 30, a signed agreement to the district's secretary authorizing the contributed day. Once this authorization is submitted, participation shall be continuous unless the district's secretary receives a written request from the participant by September 1 requesting withdrawal from sick leave bank. Days contributed to the bank prior to withdrawal cannot be returned to the participant.

The committee shall consist of the following: the superintendent of schools, assistant superintendent, and or the superintendent's designee, 4 teachers (1 from high school, 1 from, K-4, 1 from 5-6, and 1 from 7-8), and 2 non-certified, one from each campus. Members of each committee shall be elected by a majority of the classroom teachers. The terms of the committee shall be for three years with two members being replaced each year.

The Committee shall meet as necessary for the purpose of reviewing requests for withdrawal from the bank. The determination of the committee shall be final.

#### **Withdrawals**

The committee may grant sick-leave bank days only in cases of an emergency caused by serious personal or family illness, disabilities or accidents (not including accidents for which the employee is receiving Workers' Compensation), which cause the employee to be absent from work and when the employee has exhausted all accumulated and current sick leave.

Leave may be granted in increments of up to five (5) days per request for a total not to exceed 30 days per contract year. Requests for withdrawal from the sick leave bank must state the reason(s) for the request and the number of days requested and must be accompanied by a detailed statement from an attending physician of the nature of the malady and the expected duration thereof.

If the information provided to the Committee is deemed by a majority of the Committee to be insufficient, additional information may be required or the employee's request may be denied.

Absence from work due to normal pregnancy or elective surgery may not make the employee eligible to withdraw from the sick leave bank.

The Committee shall have the authority to grant, reduce or deny any request. However, the Committee may grant no request, or any granted time may be withdrawn, when the employee accepts retirement; is eligible for Social Security Disability; or other disability insurance or the employee returns to work.

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: July 1, 2006

Last Revised:

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

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

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

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

Adopted: July 1, 2006

Last Revised:

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

#### **Personal Leave**

Full-time employees have two (2) days of personal leave per contract year and one sick day per year may be used as a personal day. An employee may take personal leave when he/she must be absent from work for reasons which do not entitle the employee to take sick leave.

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

Approval of personal days will be granted by the principal on a first-come-first-serve basis. Request for personal days may be denied due to the number of teachers requesting the same day or circumstances in which absence would create a hindrance.

Employees may not carry over personal days. Unused personal days may convert to sick days.

#### **Professional Leave**

“Professional Leave” is paid leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which improve the instructional program or the employee’s ability to perform his duties. 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.

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.

During such approved leave, the employee’s pay shall not be deducted. If a substitute is needed during such approved leave, the District shall pay the full cost of the substitute.

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

Date Adopted: July 1, 2006

Last Revised:

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

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

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

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

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

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

Date Adopted:

Last Revised: July 1, 2015

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

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

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

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

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

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

Date Adopted: July 1, 2006

Last Revised: July 1, 2015

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

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

The employee must present a copy of the summons to jury duty to his supervisor in order to confirm the reason for the requested absence.

Employees shall receive their regular pay from the district while serving jury duty, and shall reimburse the district the stipend they receive for jury duty.

Legal Reference: A.C.A. § 16-31-106

Date Adopted: July 1, 2006

Last Revised:

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

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

A leave of absence granted under this policy shall not be charged to the teacher's sick leave. In order to obtain leave under this policy, the teacher must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the teacher to return to work, and written statements from witnesses (or other documentation as appropriate to a given incident) to prove that the incident occurred in the course of the teacher's employment.

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

Date Adopted: July 1, 2006

Last Revised:



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

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

Teachers may purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property.

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

Date Adopted: July 1, 2006

Last Revised: July 1, 2015

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

Any employee who is threatened with harm is to notify his principal or supervisor immediately. Steps are to be taken at once to protect the employee’s safety. Further, the State of Arkansas shall protect its teachers through a comprehensive liability insurance program and the school district shall hold harmless and defend any district teacher from claims against that employee while performing assigned duties as an employee of the district under the provisions of the state’s liability policy, whether or not that person is employed by the district at the time the claim is made, provided that the district shall not be obligated to assume any costs or judgment(s) held against the employee when such damages are proved to be due to the employee’s willful negligence, violation of law, or criminal act as determined by a court of law.

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

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

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

Date Adopted: July 1, 2006  
Last Revised:

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

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

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

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

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

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

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

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

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

Date Adopted: July 1, 2006

Last Revised: July 1, 2014

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

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

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

In the event of an opening in a position at Lawrence County School, the superintendent, or assistant superintendent and principals, shall interview prospective employees and make recommendations to the school board. Employment of all personnel, except the superintendent, shall be made on the nomination of the superintendent. The board has final authority for hiring. Should the person nominated be rejected by the Board, it shall be the duty of the superintendent to submit another nominee.

The superintendent's recommendation for employment of school faculty shall be made on the second Tuesday in February and voted on during the regular March meeting of the Board, with teacher notification within a week of the Board meeting.

The board, by majority vote, requires that all teachers hiring into the Lawrence County School System shall have "probationary" status for a minimum of 1 year. In keeping with the guidelines of Title VI, Sec. 601, Civil Rights Act of 1964; Title IX, Sec. 901, Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, the Lawrence County School District shall not discriminate in its employment practices or procedures on the basis of race, color, religion, national origin, sex, age, or handicap. Lawrence County School District is an Equal Opportunity Employer and will comply with the purpose and intent of the above mentioned laws.

To be eligible for employment in the Lawrence County School District, a teacher must hold a valid Arkansas teaching certificate, be in the process of obtaining one, or possess a teaching certificate from another accrediting agency of comparable standing. Elementary teachers must hold a five year elementary certificate without deficiencies or be in the process of obtaining one. Secondary teachers must hold a five year secondary certificate without deficiencies including the number of units of preparation in their teaching field as prescribed by the State Department of Education, for the level of accreditation held by the school in which he is employed or be in the process of obtaining one. Exceptions to these requirements may be made only in rare cases and on a temporary basis. If exceptions are made, a specified deadline for removal of deficiencies must be agreed upon and stated on the teacher's contract.

All members of the teaching staff shall file with the Administration a transcript of college credits, teaching certificate, teacher retirement number, social security number, evidence indicating freedom from tuberculosis, an employee withholding tax certificate, and any other affidavits which may be required by the state law.

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

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

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

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

Inquiries on non-discrimination may be directed to Equal Opportunity Coordinator, who may be reached at 870-886-6623.

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

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

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

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

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

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

1. Indicate on the employment application the category the applicant qualifies for;
2. Attach the following documentation, **as applicable**, to the employment application:
  - Form DD-214 indicating honorable discharge;

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

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

Legal References:     A.C.A. § 6-17-410  
                              A.C.A. § 6-17-411  
                              A.C.A. § 21-3-302  
                              A.C.A. § 21-3-303  
                              28 C.F.R. § 35.106  
                              34 C.F.R. § 100.6  
                              34 C.F.R. § 104.8  
                              34 C.F.R. § 106.9  
                              34 C.F.R. § 108.9  
                              34 C.F.R. § 110.25

Date Adopted: July 1, 2006

Last Revised: July 1, 2015

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

Upon approval of the superintendent, the school district will pay car expense, hotel room and registration fees for teachers attending workshops, conferences, etc. which deal with their particular subject areas. Approval must be given in advance by submitting the request for reimbursement of professional expenses form.

Reimbursement for meals will be at the rate of \$40.00 per day for overnight stays. Reimbursement claims must be made on forms provided by the District and must be supported by appropriate, original receipts. Copies of receipts or other documentation are not acceptable, except in extraordinary circumstances.

The school vehicles should be used for all official travel when available; however, if the school vehicles are not available for use, the amount paid for travel mileage will be \$0.43 per mile. Any payment for use of personal vehicle must be approved by supervisor.

Date Adopted: July 1, 2006

Last Revised: August 14, 2018

### **3.21—LICENSED PERSONNEL TOBACCO USE**

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

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

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

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

Date Adopted:

Date Revised: July 1, 2014

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

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

Date Adopted: July 1, 2006

Last Revised:

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

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

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

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

Date Adopted: July 1, 2006

Last Revised:



### **3.24—LICENSED PERSONNEL DEBTS**

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

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

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

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

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

Date Adopted:

Last Revised:

### **3.25—LICENSED PERSONNEL GRIEVANCE PROCEDURES (OTHER THAN DISMISSAL)**

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

#### **Definitions**

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

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

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

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

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

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

#### **Process**

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

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and

submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee's immediate supervisor is the building principal, the superintendent.

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

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

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

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

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an

individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

### **Records**

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

### **Reprisals**

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

**Note:** <sup>1</sup> It is important to understand the implications of the language contained in this paragraph. Only matters specified in the first sentence of the paragraph are, in fact, grievable, but that cannot prohibit an employee from filing a grievance which the administration does not deem to be grievable and nonetheless advancing it through the grievance process. Ultimately, it is the board that determines whether or not the matter is actually grievable by comparing the written grievance to the definition of grievance in the grievance policy, and continuing on with the hearing only if the grievance is determined to be within the definition. This is addressed in the "Appeal to the Board of Directors" paragraph 12. It is suggested that you date stamp the request for a board hearing upon receipt.

Legal Reference: ACA § 6-17-208, 210

Date Adopted: July 1, 2006

Last Revised:

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

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

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

Personnel Policy grievance is based upon: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All employees and members of the school must recognize that their positions may embody unequal power relationships with their subordinates. Because of the inherent power difference in these relationships, the potential exists for the less powerful to perceive a coercive element in suggestions relative to activities outside those appropriate to the professional relationship. It is the responsibility of the supervisors and faculty members to behave in such a manner that their words or actions cannot reasonably be perceived as coercive.

**Step 1.** Grievant should inform offender that behavior is offensive and will not be tolerated.

**Step 2.** Report offense to the supervisor of the person accused of committing the offense. If circumstances do not permit reporting to the immediate supervisor, complaints may be made to the district equity coordinator or another school administrator. The complaint should be in writing on the appropriate district form.

**Step 3.** The supervisor will meet confidentially with the accused and document statements from him or her as well as from any witnesses. Appropriate action will be taken depending upon the severity and/or frequency of the offense. Documentation of any disciplinary action will be placed in the file of the accused.

**Step 4.** Within five (5) working days of receiving the decision from the administrator, the aggrieved employee may appeal the decision to the superintendent. The appeal shall be in writing and signed by the aggrieving individual. Within ten (10) working days of receipt of the appeal, the superintendent shall try to adjust or resolve the grievance amicably. If efforts to resolve the grievance amicably are not successful, the superintendent shall furnish his decision in writing to the employee within ten (10) working days.

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

Date Adopted:

Last Revised: July 1, 2015





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

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

Date Adopted: July 1, 2006

Last Revised:

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

The Lawrence County School District provides computers and/or computer Internet access for many employees, to assist employees in performing work related tasks. Employees are advised that they enjoy no expectation of privacy in any aspect of their computer use, including email, and that under Arkansas law, both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act. Employees are subject to all computer and software licensing agreements.

Passwords or security procedures are to be utilized as assigned, and confidentiality of student records relating to personnel is to be maintained at all times. Employees must not disable or bypass security procedures, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The designated District Technology Administrator or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

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

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

Date Adopted: July 1, 2006  
Last Revised: July 1, 2015

**3.28F—LCSD LICENSED PERSONNEL COMPUTER USE POLICY  
ACCEPTABLE USE AND INTERNET SAFETY POLICY  
FOR THE COMPUTER NETWORK  
LAWRENCE COUNTY SCHOOL DISTRICT**

**Hold on to this document and return only the signature page(s).  
Initial Login**

When you get a new account or are returning from summer vacation the login process is the same each year.

Your username is firstname.lastname (mike.pinkston). Your password will be NewuserEndingYear (Newuser2017) and you will be forced to change it at first login. The password must be at least eight characters long, include a mixture of uppercase, lowercase, numbers and punctuation just like the example Newuser2017. It cannot include your name or be any of the last five passwords used.

Pay close attention to the messages when logging in and make note so you can communicate the message when requesting assistance.

**Account Disabled** – You have an account but your signed Use Agreement has not been processed.

**Password does not meet complexity requirements** – Refer to this document for password requirements.

**Username or password incorrect** – either you have no account (new user) or the username or password has been mistyped. Be careful of spaces and case.

**Special Notes for the coming school year**

**Teachers:** Do not give your login credentials to subs or other teachers. We have procedures in place to allow access without compromising security.

**Students:** Deliberately bypassing the filter, or attempting to, will result in losing computer access which will be a detriment to your grades. UltraSurf being used in any form for any reason is strictly prohibited. You have been warned.

**ACCEPTABLE USE AND INTERNET SAFETY POLICY  
FOR THE COMPUTER NETWORK OF THE Lawrence  
County School District**

The Lawrence County School District is pleased to make available to users access to interconnected computer systems within the District and to the Internet, the world-wide network that provides various means of accessing significant educational materials and opportunities.

In order for the School District to be able to continue to make its computer network and Internet access available, all users must take responsibility for appropriate and lawful use of this access. Users must understand that one person's misuse of the network and Internet access may jeopardize the ability of all users to enjoy such access.

Below is the Acceptable Use and Internet Safety Policy ("Policy") of the School District and the Data Acquisition Site that provides Internet access to the School District. Upon reviewing, signing, and returning this Policy as the users have been directed, each student or staff member will be given the opportunity to enjoy Internet access at School and is agreeing to follow the Policy. If a student is under 18 years of age, he or she must have his or her parents or guardians read and sign the Policy. The School District cannot provide access to any student who, if 18 or older, fails to sign and submit the Policy to the School as directed or, if under 18, does not return the Policy as directed with the signatures of the student and his/her parents or guardians.

Listed below are the provisions of your agreement regarding computer network and Internet use. If you have any questions about these provisions, you should contact the person that your School has designated as the one to whom you can direct your questions. If any user violates this Policy, the student's or staff members access will be denied, if not already provided, or withdrawn and he or she may be subject to additional disciplinary action.

**I. PERSONAL RESPONSIBILITY**

By signing this Policy, you are agreeing not only to follow the rules in this Policy, but are agreeing to report any misuse of the network to the person designated by the School for such reporting. Misuse means any violations of this Policy or any other use that is not included in the Policy, but has the effect of harming another or his or her property.

**II. TERM OF THE PERMITTED USE**

A student or staff member who submits to the School, as directed, a properly signed Use Agreement and follows the Policy to which she or he has agreed will have computer network and Internet access during the course of the school year only. Users will be asked to sign a new Policy each year during which they are students or staff members in the School District before they are given an access account.

**III. ACCEPTABLE USES**

- A. **Educational Purposes Only.** The School District is providing access to its computer networks and the Internet for *only* educational purposes. If you have any doubt about whether a contemplated activity is educational, you may consult with the person(s) designated by the School to help you decide if a use is appropriate.
- B. **Unacceptable Uses of Network.** Among the uses that are considered unacceptable and which constitute a violation of this Policy are the following:

1. Uses that violate the law or encourage others to violate the law. Don't transmit offensive or harassing messages; offer for sale or use any substance the possession or use of which is prohibited by the School District's Student Discipline Policy; view, transmit or download pornographic materials or materials that encourage others to violate the law; intrude into the networks or computers of others; and download or transmit confidential, trade secret information, or copyrighted materials. Even if materials on the networks are not marked with the copyright symbol, you should assume that all materials are protected unless there is explicit permission on the materials to use them.
2. Uses that cause harm to others or damage to their property. For example, don't engage in defamation (harming another's reputation by lies); employ another's password or some other user identifier that misleads message recipients into believing that someone other than you is communicating or otherwise using his/her access to the network or the Internet; upload a worm, virus, "trojan horse," "time bomb" or other harmful form of programming or vandalism; participate in "hacking" activities or any form of unauthorized access to other computers, networks, or information systems.
3. Uses that jeopardize the security of student access and of the computer network or other networks on the Internet. For example, don't disclose or share your password with others; don't impersonate another user.
4. Using the network for financial or commercial gain without district permission. (Although not prohibited, you should not give others private information about you, including credit card numbers and social security numbers). School related purchases can be done with approval of the administration.
5. Uses that result in computer software being installed without permission. No user is permitted to install software without the consent of the Technology Coordinator. This consent will require proof of district ownership of the software. Software provided by the district through specialized district-provided installation menus are permitted to be installed by the user provided they have a right to use the software. Users are not permitted to reconfigure school-owned computers without prior permission from the Technology Coordinator unless such reconfiguration is available through specialized district-provided menu choices such as printer location selections.
6. Giving your password, or anyone else's password to anyone or allowing others to use your password. Under normal circumstances no one has access to your password, not even the administrator. If you forget your password it can be reset to the default password that is given out for new accounts and then changed to the password of your choosing, so long as it meets the password complexity requirements.
7. Defeating or attempting to defeat any software program or hardware device used to monitor, secure, filter or control a computer is a violation of this Use Agreement.
8. Using a proxy, circumventor, or any software, procedure, or activity to bypass internet filtering. Running UltraSurf or other similar programs will result in loss of your network account.
9. Wasteful use of limited resources provided by the school including paper.
10. Personal use of computers during instructional time

C. **Netiquette.** All users must abide by rules of network etiquette, which include the following:

1. Be polite. Use appropriate language. No swearing, vulgarities, suggestive, obscene, belligerent, or threatening language.

2. Avoid language and uses which may be offensive to other users. Don't use access to make, distribute, or redistribute jokes, stories, or other material which is based upon slurs or stereotypes relating to race, gender, ethnicity, nationality, religion, or sexual orientation.
3. Don't assume that a sender of e-mail is giving his or her permission for you to forward or redistribute the message to third parties or to give his/her e-mail address to third parties. This should only be done with permission or when you know that the individual would have no objection.
4. Be considerate when sending attachments with e-mail (where this is permitted). Be sure that the file is not too large to be accommodated by the recipient's system and is in a format which the recipient can open.

#### **D. Prohibited**

- a. Under no circumstances will any wireless access points be connected to the network without permission from the technology coordinator. This is by far the biggest threat to the internal network and will be strictly enforced with no tolerance.

### **IV. INTERNET SAFETY**

- A. **General Warning; Individual Responsibility of Parents and Users.** All users and their parents/guardians are advised that access to the electronic network may include the potential for access to materials inappropriate for school-aged pupils. Every user must take responsibility for his or her use of the computer network and Internet and stay away from these sites. Parents of minors are the best guide to materials to shun. If a student finds that other users are visiting offensive or harmful sites, he or she should report such use to the person designated by the School.
- B. **Personal Safety.** Be safe. In using the computer network and Internet, do not reveal personal information such as your home address or telephone number. Do not use your real last name or any other information which might allow a person to locate you without first obtaining the permission of a supervising teacher. Do not arrange a face-to-face meeting with someone you "meet" on the computer network or Internet without your parent's permission (if you are under 18). Regardless of your age, you should never agree to meet a person you have only communicated with on the Internet in a secluded place or in a private setting.
- C. **"Hacking" and Other Illegal Activities.** It is a violation of this Policy to use the School's computer network or the Internet to gain unauthorized access to other computers or computer systems, or to attempt to gain such unauthorized access. Any use which violates state or federal law relating to copyright, trade secrets, the distribution of obscene or pornographic materials, or which violates any other applicable law or municipal ordinance, is strictly prohibited.
- D. **Confidentiality of Student Information.** Personally identifiable information concerning students may not be disclosed or used in any way on the Internet without the permission of a parent or guardian or, if the student is 18 or over, the permission of the student himself/herself. Users should never give out private or confidential information about themselves or others on the Internet, particularly credit card numbers and Social Security numbers. A supervising teacher or administrator may authorize the release of directory information, as defined by Arkansas law, for

internal administrative purposes or approved educational projects and activities.

Personally identifiable information (PID) on mobile devices is at risk. Due to this risk, any mobile device that syncs with the district email server needs to be cleared of any PID that would put the district in jeopardy of legal action in the case of being lost or stolen. This process wipes the device back to factory settings.

- E. **Active Restriction Measures.** The School, either by itself or in combination with the Data Acquisition Site providing Internet access, will utilize filtering software or other technologies to prevent users from accessing visual depictions that are (1) obscene, (2) child pornography, or (3) harmful to minors. The School will also monitor the online activities of users, through direct observation and/or technological means, to ensure that users are not accessing such depictions or any other material which is inappropriate for minors. Internet filtering software or other technology-based protection systems may be disabled by a supervising teacher or school administrator, as necessary, for purposes of bona fide research or other educational projects being conducted by students age 17 and older. The term “harmful to minors” is defined by the Communications Act of 1934 (47 USC Section 254 [h][7]), as meaning any picture, image, graphic image file, or other visual depiction that:
- 1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; - depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals;
  - 2) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

## **V. PRIVACY**

Network and Internet access is provided as a tool for your education. The School District reserves the right to monitor, inspect, copy, review and store at any time and without prior notice any and all usage of the computer network and internet access and any and all information transmitted or received in connection with such usage. All such information files shall be and remain the property of the School District and no user shall have any expectation of privacy regarding such materials.

## **VI. FAILURE TO FOLLOW POLICY**

The user’s use of the computer network and Internet is a privilege, not a right. A user who violates this Policy, shall at a minimum, have his or her access to the computer network and Internet terminated, which the School District may refuse to reinstate for the remainder of the student’s enrollment in the School District. A user violates this Policy by his or her own action or by failing to report any violations by other users that come to the attention of the user. Further, a user violates this Policy if he or she permits another to use his or her account or password to access the computer network and Internet, including any user whose access has been denied or terminated. The School District may also take other disciplinary action in such circumstances.

## **VII. WARRANTIES/INDEMNIFICATION**

The School District makes no warranties of any kind, either express or implied, in connection with its provision of access to and use of its computer networks and the Internet provided under this Policy. It shall not be responsible for any claims, losses, damages or costs (including attorney’s fees) of any kind suffered, directly or indirectly, by any user or his or her parent(s) or guardian(s) arising out of the user’s use of its computer networks or the Internet under this Policy. By signing this Policy, users are taking

full responsibility for his or her use, and the user who is 18 or older or, in the case of a user under 18, the parent(s) or guardian(s) are agreeing to indemnify and hold the School, the School District, the Data Acquisition Site that provides the computer and Internet access opportunity to the School District and all of their administrators, teachers, and staff harmless from any and all loss, costs, claims or damages resulting from the user's access to its computer network and the Internet, including but not limited to any fees or charges incurred through purchases of goods or services by the user. The user or, if the user is a minor, the user's parent(s) or guardian(s) agree to cooperate with the School in the event of the School's initiating an investigation of a user's use of his or her access to its computer network and the Internet, whether that use is on a School computer or on another computer outside the School District's network.

### **VIII. UPDATES**

Users, and if appropriate, the user's parents/guardians, may be asked from time to time to provide new or additional registration and account information or to sign a new Policy, for example, to reflect developments in the law or technology. Such information must be provided by the user (or his/her parents or guardian) or such new Policy must be signed if the user wishes to continue to receive service. If after you have provided your account information, some or all of the information changes, you must notify the person designated by the School to receive such information.

### **IX. Liability for debts**

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

### **X. LOGGING IN FOR THE FIRST TIME**

After your account is setup, you will log in with your username and the initial password which you will be forced to change at the first login. Your username is in the format of firstname.lastname. Your initial password is NewuserXXXX with the XXXX replaced with the ending calendar year of the school year. For example, for the 2016-2017 school year, your password will be Newuser2017. Your new and subsequent passwords must adhere to the following rules:

- A mixture of uppercase, lowercase, numbers, and punctuation.
- Cannot include your name
- Must be at least 8 characters long
- Cannot be any of your last five passwords.

### **XI. DATA SECURITY AND PERSONAL DATA RESPONSIBILITIES**

There are federal laws protecting certain types of information especially "personally identifiable information". It is your responsibility to safeguard this information that is in your possession.

Personal files are not backed up. This includes files on a take home laptop or other device with storage. Pictures, music, documents, etc. will be lost when the device is upgraded or maintenance is performed and it is the users responsibility to ensure that backups, if desired, exist before the upgrade or maintenance.

Cellphones that are setup to sync email with the email server contains PID and a mandatory policy is in effect to enforce password protected access to any device being sync'd. This is not an extremely strong security measure. It is designed to give you time to remotely clean your device in case it is lost or stolen, at which point you are responsible. The remote clean is very easy to do and it is your responsibility to do or get assistance doing the remote clean before PID is compromised.



## USER AGREEMENT 2022-2023

***Every user, regardless of age, must read and sign below:***

I have read, understand and agree to abide by the terms of the foregoing Acceptable Use and Internet Safety Policy. Should I commit any violation or in any way misuse my access to the School District's computer network and the Internet, I understand and agree that my access privilege may be revoked and School disciplinary action may be taken against me.

\_\_\_\_\_  
Printed name (PRINT CLEARLY) Home phone  
New Users - Use the form of your name you prefer to logon with (Mike or Michael for example)

School (Circle One) WR Elem WR High

IMPORTANT! - YEAR OF GRADUATION (For Students Only) \_\_\_\_\_

\_\_\_\_\_  
User signature Date

\_\_\_\_\_  
Address

User (place an "X" in the correct blank): I am 18 or older \_\_\_\_\_ I am under 18 \_\_\_\_\_

If I am signing this Policy when I am under 18, I understand that when I turn 18, this Policy will continue to be in full force and effect and agree to abide by this Policy.

### PARENT'S OR GUARDIAN'S AGREEMENT

*To be read and signed by parents or guardians of students who are under 18:*

As the parent or legal guardian of the above student, I have read, understand and agree that my child or ward shall comply with the terms of the School District's Acceptable Use and Internet Safety Policy for the student's access to the School District's computer network and the Internet. I understand that access is being provided to the students for educational purposes only. However, I also understand that it is impossible for the School to restrict access to all offensive and controversial materials and understand my child's or ward's responsibility for abiding by the Policy.

I am therefore signing this Policy and agree to indemnify and hold harmless the School, the School District and the Data Acquisition Site that provides the opportunity to the School District for computer network and Internet access against all claims, damages, losses and costs, of whatever kind, that may result from my child's or ward's use of his or her access to such networks or his or her violation of the foregoing Policy. Further, I accept full responsibility for supervision of my child's or ward's use of his or her access account if and when such access is not in the School setting. I hereby give permission for my child or ward to use the building-approved account to access the School District's computer network and the Internet.

\_\_\_\_\_  
Parent or Guardian name(s) (PRINT CLEARLY) Home phone

\_\_\_\_\_  
Parent or Guardian signature(s) Date

\*\*\*\*\*

ADOPTED:

REVISED: July, 2015

*Legal References:*

Children's Internet Protection Act of 2000 (H.R. 4577, P.L. 106-554)

Communications Act of 1934, as amended (47 U.S.C. 254[h],[l])

Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6801 et seq., Part F)

## **For Teachers and Staff Only**

Circle all appropriate:

### **E-mail Distribution List Memberships**

K-4 Elem

5-6 Elem

7-8 Middle School

9-12 High School

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

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

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

The Lawrence County School District shall operate by the following calendar. (See following page.)

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

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

Date Adopted:  
Last Revised: May, 2019

July 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

# Lawrence County School District

## 2023-2024 School Calendar

Teacher In-Service – 7	Aug. 3-4, 7-11
1 <sup>st</sup> Day of School	Aug. 14
Labor Day Holiday	Sept. 4
End of 1 <sup>st</sup> Quarter (43 days)	Oct 13
Parent/Teacher Conferences	Sept. 15
Thanksgiving Holiday	Nov 20-24
End of 2 <sup>nd</sup> Quarter (42 days)	Dec 19
Christmas Break	Dec 20-Jan 2
School Reconvenes	Jan 3
Teacher In-Service 8 (MLK)	Jan 15
Parent/Teacher Conferences	
Parent/Teacher Conferences	Feb 16
Teacher In-Service 9 (Pres Day)	Feb 19
End of 3 <sup>rd</sup> Quarter (48 days)	March 13
Spring Break	March 15-22
Good Friday	March 29
Baccalaureate	May 12
Graduation	May 13
Memorial Day	May 27
Last Day for Students	May 24
End of 4 <sup>th</sup> Quarter (45 days)	May 24
Teacher In-Service 10	May 28

Total Student Days	178
Teacher In-Service Days	10
Parent/Teacher Days	2
Teacher Days	190

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

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

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

Teachers are required to communicate during the school year with the parent(s), legal guardian(s), or care-giving adult or adults in a student’s home to discuss the student’s academic progress unless the student has been placed in the custody of the Department of Human Services and the school has received a court order prohibiting parent or legal guardian participation in parent/teacher conferences<sup>1</sup>. More frequent communication is required with the parent(s) or legal guardian(s) of students who are performing below grade level.

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

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

All elementary teachers are required to communicate with the parents or guardians of each student at least once a semester through a parent-teacher conference, telephone conference, or a home visit. Teachers shall communicate more often with parents/guardians of students performing below grade level.

Legal References: State Board of Education Standards of Accreditation 12.04.1, 12.04.2, and 12.04.3  
A.C.A. § 6-15-1702(b)(3)(B)(ii)

Date Adopted: July 1, 2006

Last Revised: July 1, 2015

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

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

To help promote a drug free workplace, the district shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the district's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. Such services are available from the following sources: Families Inc., Families Inc. Counseling Services, Alcoholics Anonymous, etc.

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

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

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

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

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

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at district expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.

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/her 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 or her supervisor or the Superintendent of having been so charged shall result in that employee being recommended for termination by the Superintendent.

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

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

Any employee who must take prescription medication at the direction of the employee's physician, and who is impaired by the prescription medication such that he/she 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/her physician in order to adjust the medication, if possible, so that the employee may return to his/her job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he/she will, again, be sent home and given sick leave, if owed any. Should the employee attempt to return to work while impaired by prescription medication a third time the employee may be subject to discipline, up to and including a recommendation of termination.

Any employee who possesses, uses, distributes or is under the influence of a prescription medication obtained by a means other than his/her own current prescription shall be treated as though he/she 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/her physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.

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

- 1) A final disciplinary action taken against an employee resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances; or
- 2) The voluntary resignation of an employee who is facing a pending disciplinary action resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances.

The report filed with the licensing authority shall include, but not be limited to:

- The name, address, and telephone number of the person who is the subject of the report; and
- A description of the facts giving rise to the issuance of the report.

When the employee is not a healthcare professional, law enforcement will be contacted regarding any final disciplinary action taken against an employee for the diversion of controlled substances to one (1) or more third parties.

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

Date Adopted: July 1, 2006  
Last Revised: July 1, 2015



### **3.31A LAWRENCE COUNTY SCHOOL DISTRICT—WORKPLACE HEALTH SAFETY**

#### **BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN**

##### **I. PURPOSE**

The purpose of this exposure control plan is to provide employees at Lawrence County Public School a program designed to eliminate or minimize occupational exposure to blood or other potentially infectious materials.

Occupational exposure means reasonably anticipated skin, eye, mucous membrane, non-intact skin, or parenteral contact (piercing mucous membranes or the skin barrier through events as needle sticks, human bites, cuts, and abrasions) with blood and other potentially infectious materials that may result from the performance of an employee's duties.

Potentially infectious materials include the following body fluids: blood, semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any body fluid visibly contaminated with blood and all body fluids where it is difficult to differentiate between body fluids. It also includes any unfixed tissue, organ, or body part.

##### **II. EXPOSURE DETERMINATION**

An exposure determination is required to identify job classifications in which all employees may be expected to incur occupational exposure to blood or other potentially infectious materials, regardless of frequency. The exposure determination is made without regard to the use of personal protective equipment (i.e., employees are considered to be exposed even if they wear personal protective equipment). At this facility, all school employees are in this category.

##### **III. METHODS OF COMPLIANCE**

Universal precautions will be observed by everyone at this facility to prevent contact with blood or other potentially infectious materials. All human blood or other potentially infectious material is treated as if known to be infectious for HIV, HBU and other blood- borne pathogens.

###### **A. HANDWASHING**

Hand-washing facilities are readily accessible to employees who may incur exposure to blood or other potentially infectious materials.

1. Employees are required to wash their hands with soap and water immediately or as soon as feasible after removal of gloves or other personal protective equipment.
2. Employees are required to wash their hands or other skin or flush mucous membranes with water immediately or as soon as feasible following contact.
3. When hand-washing facilities (such as a school bus) are not feasible, employees will be provided with either antiseptic cleanser with clean cloth or paper towels or antiseptic towelettes. If these alternatives are used, the hands are to be washed with soap and running water as soon as possible.

###### **B. WORK AREA RESTRICTIONS**

In work areas where there is a reasonable likelihood of exposure to blood or other potentially infectious materials, employees are not allowed to eat, drink, apply cosmetics or lip balm, smoke, or handle contact lenses.

### **C. PPE ACCESSIBILITY**

Lawrence County School will ensure that appropriate Personal Protective Equipment is readily accessible at no cost to employees.

#### **Gloves**

Gloves must be worn where it is reasonably anticipated that employees will have hand contact with blood, or other potentially infectious materials, non-intact skin, and hand contact with blood, or other potentially infectious materials, mucous membranes and when handling or touching contaminated items or surfaces. Disposable gloves used at this facility are not to be washed or decontaminated for re-use. They are to be replaced as soon as practical when they become contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised.

### **D. HOUSEKEEPING**

Good housekeeping protects all employees and students. It will be everyone's responsibility.

This facility will be cleaned and decontaminated after any incident involving blood or other potentially infectious materials.

All equipment and working surfaces must be cleaned and decontaminated with an appropriate disinfectant or a 10 percent bleach to water solution made fresh daily) as soon as possible after contact with blood or other potentially infectious materials.

All pails, cans, and similar receptacles in areas where first aid is given shall be inspected and decontaminated on a regular schedule.

Any broken glassware which may be contaminated will not be picked up directly with hands. Gloves will always be worn and glass will be picked up with tongs or a broom and dustpan.

### **E. REGULATED WASTE DISPOSAL**

1. Regulated waste (such as contaminated gauze, gloves, bandages, bedding, etc.) will be placed in containers that are closeable, constructed to contain all contents and prevent leakage of fluids during handling storage, transportation or shipping.
2. Contaminated sharps will be discarded immediately or as soon as feasible in containers that are closeable, puncture resistant, leak proof on the sides and bottom and labeled or color-coded. Containers for contaminated sharps will be located in the nurse's office.

### **F. LAUNDRY**

Sports uniforms contaminated with blood or other potentially infectious materials will be handled as little as possible. Employees will place contaminated laundry in bags which are labeled or color-coded and will be washed separately. If materials are colorfast, 1/2 cup of household bleach will be added. If materials are not colorfast, 1/2 cup hypochlorite bleach (e.g. Clorox II, Borateam, etc.) will be added to wash cycle.

## **IV. EVALUATION AND REVIEW**

This Exposure Control Plan will be reviewed and updated at least annually (and whenever necessary) to reflect new or modified tasks and procedures which affect occupational exposure. The school nurse and administration will be responsible for annually reviewing and updating this program.

## **COMMUNICABLE DISEASE CONTROL POLICY**

The Lawrence County Public School District will work cooperatively with the Lawrence County Health Department to enforce and adhere to the Arkansas Public Health Code for the prevention, control, and containment of communicable disease in school.

- A. Students are expected to be in compliance with the immunization requirements as specified in Act 244 of 1967 and Act 633 of 1973. In compliance with the Public Health Code and Rules, students not meeting the immunization requirements may be excluded from school attendance. School personnel will cooperate with public health personnel in completing and coordinating all immunization data, exemptions and exclusions.
- B. The superintendent or a school official designated by the superintendent has the authority to exclude a student or staff member from school when reliable evidence or information from a qualified source (e.g. medical professional, parent/guardian, or the infected eligible student or staff member) confirms him/her of having a communicable disease or infection that is known to be spread by any form of casual contact and is considered a health risk to the school population. Such a student or staff member shall be excluded unless their physician approves school attendance or the condition is no longer considered contagious. All reportable communicable diseases will be reported to the Lawrence County Health Department.
- C. When reliable evidence or information from a qualified source (e.g. medical professional, parent/guardian, or the infected eligible student or staff member) confirms that a student/staff member is known to have a communicable disease or infection that is known not to be spread by casual contact (e.g. AIDS/HIV, Hepatitis B. and other like diseases) the infected student/staff member will have the right to remain in the school setting.
- D. Casual contact is used here to refer to any contact that does not permit the direct exchange of blood into the bloodstream, semen, or vaginal secretions from one person to another, e.g. shaking hands, sneezing, coughing, sharing eating utensils, sharing food or beverages, toilet seats, furniture, telephones, office equipment, and insect bites.
- E. Irrespective of the disease presence, adequate sanitation facilities and supplies will be available for handling blood or body fluids within the school setting or school busses. All school personnel will be trained in the proper procedures for handling blood and body fluids and these procedures will be strictly adhered to.

The Lawrence County School District shall follow Arkansas School Health Guidelines to prevent the spread of diseases at school. Districts shall also follow the most current Centers for Disease Control (CDC), "Universal Precautions for Prevention of Transmission of Human Immunodeficiency Virus, Hepatitis B Virus, and other Blood-borne Pathogens in Health-Care settings."

## **HIV/AIDS POLICY**

### **GENERAL PRINCIPLES**

HIV is not spread by casual, everyday contact. Therefore, barring special circumstances (ex. tuberculosis), students who are infected with HIV shall attend the school and classroom to which they would be assigned if they were not infected. They are entitled to all rights, privileges, and services accorded to other students. Decisions about any changes in the education program of a student who is infected with HIV shall be made on a case-by-case basis, relying on the best available scientific evidence and medical advice. There shall

be no discrimination in employment due to HIV infection or AIDS. No school employee shall be terminated, non-renewed, demoted, suspended, transferred, or subjected to adverse action based solely on the fact that he or she is infected with HIV (or is perceived to be infected). School employees who are unable to perform their duties due to an illness, such as those related to HIV, shall retain eligibility for all benefits that are provided for other school employees with long-term diseases or disabling conditions.

The school shall provide a sanitary environment and adhere to established routines for handling body fluids that are recommended by the Centers for Disease Control. These Infectious Disease Guidelines are found in the Arkansas School Guideline Manual published by the Arkansas Department of Education and the Arkansas Department of Health. The Manual is located in the school nurse's office.

The school shall administer a program of on-going education about HIV for students and all school employees, including full-time, part-time, and temporary professional and support staff to ensure that all are informed in a consistent manner about:

- the nature of HIV infection, including mode of transmission according to current scientific evidence,
- school district policies and procedures related to employees and students with diseases such as HIV infection,
- resources within the school district and elsewhere for obtaining additional information or assistance, and
- procedures to prevent the spread of all communicable diseases at school.

For non-English-speaking employees and families, this education shall be provided in their primary language, if feasible. In addition, appropriate job-related training shall be provided to specific groups. New personnel shall be provided with education about HIV and communicable diseases at the beginning of employment. The development and provision of these programs shall be coordinated with the local department of health or American Red Cross.

### **EVALUATING AND REPORTING STUDENTS AND SCHOOL STAFF MEMBERS WHO ARE INFECTED WITH HIV**

HIV infection is not transmitted casually; it is not, in itself, a reason to remove a student or staff member from school. The superintendent or secondary/elementary principal who has been notified that a student or staff member is infected with HIV shall follow the reporting procedure recommended by the Arkansas State Board of Education. This is to ensure the safety of persons in the school setting and to plan to support the person with the illness.

The Arkansas State Board of Education recommends that a local School Health/Human Services Advisory Committee be established. This committee will determine HIV/AIDS issues which should involve appropriate advice from legal and health care professionals sensitive to issues of confidentiality.

When a person with HIV/AIDS has been identified in a local school district, the current procedures will be follows:

- 1) The school superintendent or contact person must notify the Director of Arkansas Department of Education before any action is taken by the local school district.
- 2) The Director of the Arkansas Department of Education notifies the chair of the Arkansas AIDS Advisory Board. The Director will give all pertinent information to the chair.
- 3) The chair of the AIDS Advisory Board will convene the Board when necessary. The Board consists of members from the Arkansas Department of Education, Arkansas Department of Health, Medical representatives and Legal representatives.
- 4) The Advisory Board will interact directly with the local school administrators to develop a plan of action which maintains confidentiality.

In the case of HIV, the superintendent shall determine whether the person who is infected with HIV has a secondary infection, such as tuberculosis, that constitutes a recognized risk of transmission in the school setting. This is a medical question, and the superintendent shall answer it by consulting with the infected person's physician, a qualified public health official who is responsible for such determinations, the infected person and the student's parent or guardian. This group shall also discuss ways that the school may help anticipate and meet the needs of the student or staff member infected with HIV.

If there is no secondary infection that constitutes a medically recognized risk of transmission in the school setting, the superintendent shall not alter the education program or job assignment of the infected person. However, the superintendent or designee shall periodically review the case with the infected person (and student's parent or guardian) and the medical advisors described above.

If there is a secondary infection that constitutes a medically recognized risk of transmission in the school setting, the superintendent shall consult with the physician, public health official, and the infected person (and student's parent or guardian). If necessary, they will develop an individually tailored plan for the student or staff member. Additional persons may be consulted, if this is essential for gaining additional information, but the infected staff member, or the parents or guardian of a student, must approve in writing the notification of any additional persons who would know the identity of the infected person.

The superintendent should consult with the school attorney to make sure that any legal action is consistent with federal and state law. When the superintendent makes a decision about the case, there shall be a fair and confidential process for appealing the decision.

If an individually tailored plan is necessary, it shall have minimal impact on either education or employment. It must be medically, legally, educationally, and ethically sound. The superintendent will establish guidelines for periodic review of the case and will oversee implementation of the plan in accordance with local, state, and federal laws, including due process and appeal.

Appeals should be submitted in writing to the superintendent with necessary supporting information for the appeal. The superintendent upon appeal will evaluate the information provided in the appeal, previous data, and will consult with necessary legal and medical representatives before rendering a final decision.

Utmost confidentiality shall be observed throughout this process.

## **CONFIDENTIALITY**

The people who shall know the identity of a student or school staff member who is infected with HIV are those who will, with the infected person and a student's parent or guardian, determine whether the person who is infected with HIV has a secondary infection that constitutes a medically recognized risk of transmission in the school setting. They are as follows:

1. The superintendent, or a person designated by the superintendent to be responsible for the decision.
2. The personal physician of the infected person.
3. A public health official. (The official may not need to know the identity of the infected person, facts of case may be sufficient to make a decision).

## **NOTIFICATION OF ADDITIONAL PERSONS**

The decision makers listed above and the person infected with HIV (and a student's parent or guardian) will determine whether additional persons need to know that an infected person attends or works at a specific school. The additional persons will not know the name of the infected person without the consent of the infected person and a student's parent or guardian. Depending on the circumstances of the case, the following persons may be given information about the person infected with HIV, but not their identity:

1. The school nurse,
2. The school principal or designee.

Additional persons may be notified if the decision makers feel that this is essential to protect the health of the infected student or staff member, or if additional persons are needed to periodically evaluate or monitor this situation. Consent for notifying these additional persons in writing must be given by the infected person (and a student's parent or guardian). **CONFIDENTIALITY**

All persons shall treat all information as highly confidential. No information shall be divulged, directly or indirectly, to any other individuals or groups. All medical information and written documentation of discussions, telephone conversations, proceedings, and meetings shall be kept by the superintendent in a locked file. Access to this file will be granted only to those persons who have the written consent of the infected staff member or the infected student's parent or guardian. To further protect confidentiality, names will not be used in documents except when this is essential. Any document containing the name, or any other information that would reveal the identity of the infected person, will not be shared with any person, not even for the purpose of word processing or reproduction.

## **TESTING**

Mandatory screening for communicable diseases that are not spread by casual, everyday contact, such as HIV infection, shall not be a condition for school entry or attendance, or for employment or continued employment.

## **INFECTION CONTROL**

As prescribed by GDC guidelines, training about techniques for preventing the spread of infectious diseases shall be comprehensive and shall be provided for all staff. The training shall include a demonstration of procedures and an opportunity for hands-on experience to demonstrate proficiency.

The superintendent shall be responsible for the effective implementation of these programs and procedures, which shall be developed in collaboration with local or state health agencies.

## **REFERENCES**

Federal Legislation:

1. Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against individuals who have handicaps, including individuals with AIDS and HIV infection, as long as they are

"otherwise qualified" for their jobs.

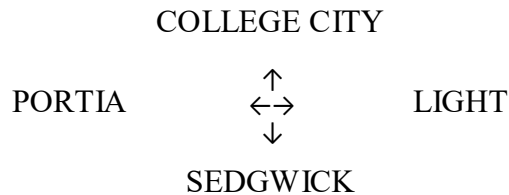
2. Excerpt of minutes of Arkansas State Board of Education, January 13, 1992.
3. Family Educational Rights and Privacy Act, (34 Code of Federal Regulations Part 99 and Subchapter 9, Section 20-15-904 of the Laws of Arkansas). Both acts speak of confidentiality.

### **EMERGENCY EVACUATION PLAN**

This plan will be used when students must be removed from the school and surrounding areas due to a local hazard such as a toxic chemical spill.

The superintendent working with the school principals and law enforcement will decide to which designated area the school students will be transported. All students will be required to board the assigned bus for transportation to the designated area. No student will be released except at the designated area.

Below is a chart showing the four designated pick-up areas.



Students will remain at the site until signed out by a responsible adult. Personnel will remain at the designated area until released by the school administrator.

Date Adopted: July 1, 2006

Last Revised: July 1, 2014

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

CERTIFICATION

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

Signature \_\_\_\_\_

Date \_\_\_\_\_



### **3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE\***

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

#### **SECTION ONE**

##### **Definitions:**

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

“FMLA” is the Family and Medical Leave Act

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

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

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

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

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

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

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

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

### **Policy**

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

### **Leave Eligibility**

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

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

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

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

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

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

To care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury. (See Section Two)

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

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

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

### **District Notice to Employees**

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

### **Designation Notice to Employee**

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

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

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

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

### **Working at another Job while Taking FMLA for Personal or Family Serious Medical Condition**

No employee on FMLA leave for their own serious medical condition may perform work at another, non-district job while on FMLA leave. Except as provided in policy 3.44, employees who do perform work at another, non-district job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

No employee on FMLA leave for the serious medical condition of a family member may perform work at another, non-district job while on FMLA leave. Employees who do perform work at another, non-district job while on FMLA leave for the serious medical condition of a family member will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

### **Health Insurance Coverage**

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the

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

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

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

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

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

The employee fails to return to work due to the continuation, reoccurrence, or onset of a serious health condition that entitles the employee to leave under reasons 3 or 4 listed above; and/or

Other circumstances exist beyond the employee's control.

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

### **Reporting Requirements During Leave**

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

### **Return to Previous Position**

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar

duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee may not be restored to a position requiring additional licensure or certification.

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

## **Provisions Applicable to Section One**

### **Employee Notice to District**

#### **Foreseeable Leave:**

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

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

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

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

#### **Unforeseeable Leave:**

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

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

required, unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

### **Medical Certification**

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

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

The original certification is for a period greater than 30 days. In this situation, the District may require a recertification after the time of the original certification expires, but in any case, the District may require a recertification every six (6) months.

The employee requests an extension of leave;

Circumstances described by the previous certification have changed significantly; and/or

The district receives information that casts doubt upon the continuing validity of the certification.

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

No second or third opinion on recertification may be required.

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

### **Substitution of Paid Leave**

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

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

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

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

### **Return to Work**

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

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

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

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

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

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

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

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

When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional, eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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

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

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

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

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

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



### **Leave more than 5 weeks prior to end of the semester**

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

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

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

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

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

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

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

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

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

## **SECTION TWO**

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

#### **Leave Eligibility**

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

#### **QUALIFYING EXIGENCY**

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

### **Definitions:**

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

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

### **Certification**

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

### **Employee Notice to District**

#### **Foreseeable Leave:**

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

#### **Unforeseeable Leave:**

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

### **Substitution of Paid Leave**

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

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

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

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

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

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

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

### **SERIOUS ILLNESS**

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

#### **Definitions:**

"Covered Service Member" is:

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

Outpatient Status: used in respect to a covered service member, means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

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

"Serious Injury or Illness": in the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the

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

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

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

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

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

### **Medical Certification**

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

## **Employee Notice to District**

### **Foreseeable Leave:**

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

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

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

### **Unforeseeable Leave:**

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

## **Substitution of Paid Leave**

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

## **Intermittent or Reduced Schedule Leave**

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

Eligible employees may take intermittent or reduced schedule FMLA leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury when the medical

need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

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

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the District may require the employee to choose either to take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

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

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

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

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

**Leave more than 5 weeks prior to end of the semester**

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

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

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

**Leave less than 5 weeks prior to end of the semester**

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

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

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

**Leave less than 3 weeks prior to end of the semester**

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

Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE

3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION

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

Date Adopted:

Last Revised: July 1, 2015

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

### **3.33—LICENSED PERSONNEL EXTRA DUTIES**

Extra duties are considered a normal part of the teacher's work. Many activities and duties are associated with the operation of school functions which are not directly related to the teacher's academic duties of the classroom. However, these duties and activities are essential to the student's broad base of school experience and in developing well-rounded citizens.

The school administration shall have the responsibility of assignment of such duties. Legal

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

Date Adopted: July 1, 2006

Last Revised:



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

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

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

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

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

Cross References: 4.47— POSSESSION AND USE OF CELL PHONES, BEEPERS, ETC.  
7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS Legal

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

Date Adopted:  
Last Revised: July 1, 2015

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

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

1. Health insurance assistance;
2. Contribution to the teacher retirement system;
3. One sick leave day per calendar month worked; and
4. Two personal days.

#### **ASSIGNED DUTIES/FAMILY MEMBERS**

Children of faculty and staff who are assigned duties for activities which require monetary admittance will have the admittance waived.

#### **VACATION OF YEAR-ROUND EMPLOYEES**

All instructional personnel on a 12 month contract are entitled to 12 vacation days with pay. Vacations must be cleared through the superintendent's office.

#### **LIABILILTY INSURANCE COVERAGE**

The insurance is applicable to teaching activities for bodily injury liability (including corporal punishment), property damage liability, and personal injury liability subject to standard exclusions.

Incidents covered under the liability insurance should be promptly reported through the offices of the school principal and district superintendent to Associate Director of Administrative Service, State Department of Education, Little Rock, AR 72201.

#### **SECURITY FOR PERSONNEL**

All members of the professional staff must be members of the Arkansas Teachers Retirement System. All teaching personnel are participants in Social Security and receive benefits as qualified by that act. School accident insurance, group hospital insurance, cancer insurance, tax-sheltered annuities, and life insurance plans are available to all instructional personnel on voluntary basis.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: July 1, 2006

Last Revised:

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

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

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

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

Date Adopted: Last Revised:

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

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

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

Date Adopted: July 1, 2006

Last Revised:

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

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

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

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

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

#### **Definitions:**

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

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

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

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

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

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

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

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

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

1. Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
5. Demeaning humor relating to a student's race, gender, ethnicity or actual or perceived attributes,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings,
10. Threats of harm to student(s), possessions, or others,
11. Sexual harassment, as governed by policy 3.26, is also a form of bullying, and/or
12. Teasing or name-calling based on the belief or perception that an individual is not conforming to expected gender roles (Example: "Slut") or conduct or is homosexual, regardless of whether the student self-identifies as homosexual (Examples: "You are so gay." "Fag" "Queer").

This policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor.

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

Legal Reference: A.C.A. § 6-18-514

Date Adopted:

Last Revised: July 1, 2015

### **3.38A LAWRENCE COUNTY SCHOOL DISTRICT--CHILD PROTECTION**

#### **CHILD ABUSE**

Any individual having contact with or responsibility for children in their work are mandated to report any suspected abuse and neglect.

#### **FUNDRAISING ACTIVITIES (DOOR TO DOOR SALES) ACT 525 OF 1993**

It shall be the policy of the Lawrence County District that all door-to-door selling of fundraising merchandise by elementary school children shall be conducted with adult supervision. Accordingly, it is the intent of this policy to further insure the well-being of students of this school district.

##### **A. DEFINITIONS**

- 1) "Elementary School Student" means a child in kindergarten through the sixth grade.
- 2) "Adult" means a person age sixteen (16) years or older and approved by the parent.
- 3) "Door-to-door sales" means the selling of merchandise outside of the child's home and off school grounds.
- 4) "Parent" means a parent or legal guardian.
- 5) "School" means a school or school-sponsored organization such as PTO or booster club.
- 6) "Fundraising Companies" means businesses, including mail order companies that assist schools in raising funds in return for a share of all money taken in.

**B. The school must provide** written notification of the following to parents of all school students who participate in fundraising programs:

- 1) Student participation in fundraising programs is voluntary.
- 2) Students who do not participate will not forfeit any school privileges.
- 3) Students may not participate in fundraising programs without written parental permission returned to school authorities.
- 4) An elementary school student who sells fundraising merchandise door-to-door must be accompanied by a parent or an adult; and
- 5) Parents must accept responsibility for appropriate adult supervision.

##### **C. PARENTAL SUPERVISION**

- 1) The school district can use the form developed by the State Department of Education for parental notification and permission, or a school developed permission form.

##### **D. CERTIFICATION**

- 1) The school which utilized and coordinates fundraising programs shall certify to the superintendent each year that the requirements have been met.
- 2) The school district shall certify to the State Department of Education, no later than June 15 of each year, a list of district schools and fundraising companies in violation of this policy.

Date Adopted: July 1, 2006

Last Revised:

### **3.39-- LICENSED PERSONNEL DEBT**

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

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

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

At the discretion of the Superintendent, a second garnishment may be used as a basis for a recommended dismissal.

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

Date Adopted: August 13, 2007

Date Revised:



### 3.40—LICENSED PERSONNEL DUTIES AS MANDATED REPORTERS

It is the statutory duty of licensed school district employees to:

- If the licensed employee has reasonable cause to suspect child abuse or maltreatment, then the licensed employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by calling 1-800-482-5964. Failure to report suspected child abuse, maltreatment, or neglect by calling the Hotline can lead to criminal prosecution and individual civil liability of the person who has this duty. Notification of local or state law enforcement does not satisfy the duty to report; only notification by means of the Child Abuse Hotline discharges this duty.
- If the licensed employee has a good faith belief that there is a serious and imminent threat to the public based on a threat made by an individual regarding violence in or targeted at a school that has been communicated to the licensed employee in the ordinary course of his/her professional duties, then the licensed employee shall make every attempt to immediately notify law enforcement of the serious and imminent threat to the public and have notified law enforcement within twenty-four (24) hours of learning of the serious and imminent threat to the public.

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

Employees and volunteers who call the Child Abuse Hotline or who report serious and imminent threats to the public to law enforcement in good faith are immune from civil liability and criminal prosecution.

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

**Legal References:**      **A.C.A. § 6-18-110**

A.C.A. § 12-18-107

A.C.A. § 12-18-201 et seq.

A.C.A. § 12-18-402

Date Adopted:

Last Revised: July, 2019

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

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

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

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

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

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

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

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

Date Adopted:

Last Revised:

### **3.42—LICENSED PERSONNEL--OBTAINING AND RELEASE OF STUDENT'S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION**

#### **Obtaining Eligibility Information**

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

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

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

#### **Releasing Eligibility Information**

As part of the district's participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data's confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information<sup>12</sup> as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

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

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

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

Legal References: Commissioner’s Memos IA-05-018, FIN 09-041, and IA 99-011, and  
FIN 13-018  
ADE Eligibility Manual for School Meals Revised July 2012  
7 CFR 210.1 – 210.31  
7 CFR 220.1 – 220.22  
7 CFR 245.5, 245.6, 245.8  
42 USC 1758(b)(6)

Date Adopted:  
Last Revised:

### **3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION**

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

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

A Workers' Compensation absence may run concurrently with FMLA leave (policy 3.32) when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

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

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

- Will be charged for a day's sick leave for all days missed until such time as the WC claim has been approved or denied;
- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14

or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

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

Legal References: Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE  
A.C.A. § 11-9-102  
A.C.A. § 11-9-508(d)(5)(A)  
A.C.A. § 11-9-514(a)(3)(A)(i)

Date Adopted:  
Last Revised: July 1, 2015

### 3.45—LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS

#### **Definitions**

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

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

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

#### **Policy**

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

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

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

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

License Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

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

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

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

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

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

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



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

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

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

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

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

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

**Notes:** While only the Privacy of Employee's Social Media Accounts section of this policy is required by statute, ASBA strongly recommends adopting the policy in its entirety after consulting with staff for localizing purposes.

The policy's separate definitions for "social media websites" and "professional/education social media accounts" are important. Districts are encouraged to establish "professional/education social media accounts" as an acceptable means of teacher and district communication with students and parents. This can serve to discourage inappropriate staff/student interactions on "social networking media websites." ASBA strongly suggests using the discussions for modifying/personalizing this policy as a means for generating the acceptable guidelines and procedures for staff creation of private "professional/education social networks". We recommend NOT incorporating the guidelines into the policy, but have them available for all staff to review. Incorporating them into the policy will make it much harder to change them if the need arises.

What is and is not acceptable staff/student interaction on social networking websites is an education

community decision, and will vary from district to district. As a general rule, the greater the degree of real-life connections and interactivity between staff and students that normally occur in the community, the greater the tolerance will be for virtual connections and interactivity. Use the following list to help guide discussions with staff to determine which items should be included in the policy and with what modifications/stipulations. It is as important to include in the policy what is permitted as what is not permitted. Your discussions may elicit additional bullets to include in the policy.

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

Cross reference: 3.28—LICENSED PERSONNEL COMPUTER USE POLICY Legal

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

Date Adopted:  
Last Revised:

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

Twelve month employees will be allowed 12 vacation days with pay. Superintendent will be allowed 3 weeks, 15 days, of paid vacation after one year of service in the district. Any employee who has been with the district for one year will be allowed 12 vacation days with pay.

If days are remaining at the end of the fiscal school year, the employee would be paid for those days at their daily salary rate (base) for which vacation time is received.

An employee may only be paid for a total of five days.

Date adopted:

Last Revised:

### **3.47—LICENSED PERSONNEL--DEPOSITING COLLECTED FUNDS**

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

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

Date adopted:

Last Revised:

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

#### **Firearms**

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

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

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

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

#### **Other Weapons**

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

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

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

Date Adopted:  
Last Revised: July 1, 2015

### **3.49---LICENSED PERSONNEL REMOVAL OF STUDENT FROM CLASSROOM**

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

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

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

1. Place the student into another appropriate classroom;
2. Place the student into in-school suspension;
3. Place the student into the District's alternative learning environment in accordance with Policy 5.26—ALTERNATIVE LEARNING ENVIRONMENTS;
4. Return the student to the class; or
5. Take other appropriate action consistent with the District's student discipline policies and state and federal law.

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

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

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

Legal References: A.C.A. § 6-18-511

Arkansas Department of Education Guidelines for the Development,  
Review and Revision of School District Student Discipline and School  
Safety Policies

Date Adopted:

Last Revised: July, 2015

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

#### Continuing Administrators

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

#### Newly Hired or Promoted Administrators

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

Legal Reference: Arkansas Department of Education Rules Governing the Teacher Excellence and Support System 4.05

Date Adopted:

Last Revised: July 1, 2014

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

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

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 from home to school, from school to home, or to and from school events.

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

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

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

Legal Reference:      A.C.A. § 6-19--120

Date Adopted:

Last Revised: July 1, 2014



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

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

- An individual's spouse;
- Children of the individual or children of the individual's spouse;
- The spouse of a child of the individual or the spouse of a child of the individual's spouse;
- Parents of the individual or parents of the individual's spouse;
- Brothers and sisters of the individual or brothers and sisters of the individual's spouse;
- Anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual's spouse; or
- Anyone acting or serving as an agent of the individual or as an agent of the individual's spouse.

No District employee, administrator, official, or agent shall participate in the selection, award, or administration of a contract supported by the District Child Nutrition Program funds if a conflict of interest exists, whether the conflict is real or apparent. Conflicts of interest arise when one or more of the following has a financial or other interest in the entity selected for the contract:

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

Employees, administrators, officials, or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements including, but not limited to:

- a) Entertainment;
- b) Hotel rooms;
- c) Transportation;
- d) Gifts;
- e) Meals; or
- f) Items of nominal value (e.g. calendar or coffee mug).

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

All child nutrition personnel and any District employees involved in purchasing for the Child Nutrition Program shall receive training on the Code of Conduct. Training should include guidance about how to respond when a gratuity, favor, or item with monetary value is offered.<sup>2</sup>

Legal References:	A.C.A. § 6-24-101 et seq.	
	Arkansas Department of Education Rules Governing the Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties	
	Commissioner’s Memo FIN 09-036	7 C.F.R. § 3016.36
	Commissioner’s Memo FIN-10-048	7 C.F.R. § 3019.42
	Commissioner’s Memo FIN 15-074	

Date Adopted: July, 2015

Last Revised:

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

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

Date Adopted:

Last Revised: July 1, 2014

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

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

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

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

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

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

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

Neither the District nor the teacher are obligated to:

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

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

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

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

Legal Reference: A.C.A. § 6-17-812

Date Adopted: July, 2015

Last Revised