

CONWAY PUBLIC SCHOOL DISTRICT

Board Policy Section 3

CERTIFIED PERSONNEL

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3.1 – CERTIFIED PERSONNEL SALARY SCHEDULE

State law requires each district to include its teacher salary schedule in its written personnel policies unless the district recognizes a teachers' union in its policies for, among other things, the negotiation of salaries. For the purposes of the salary schedule, certified personnel will be credited with a "year" of experience if he/she works at least 75% of his/her contracted days. To receive credit for one-half year of experience on the salary schedule, certified personnel must work at least 50% of his/her contracted days.

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

Date Adopted: June 12, 2007

Last Revised: April 15, 2010

3.2 – CERTIFIED PERSONNEL EVALUATIONS

The Conway Public Schools Board of Education believes that evaluation of the educational program is essential to continuous improvement of the schools. Since the heart of the educational program is teaching, it follows that evaluation of teaching is a necessity. Therefore, it shall be the policy of the board to require that periodic evaluation of all teachers and other members of the instructional and administrative staffs be made by their immediate supervisors, keeping the following principles in mind:

1. The primary purpose of evaluation is to improve teaching.
2. Teachers' salaries shall not be determined on the basis of such evaluation.
3. Representatives of the teaching staff shall be involved in determining the basis of evaluation.
4. Any teacher who is being evaluated should be kept informed about the results of such evaluation; he/she should be advised of his/her strong points as well as his/her weak points, and suggestions for the improvements of his/her work should be made if improvement is needed.
5. Evaluation of the work of the classroom teachers shall be primarily the responsibility of the principal.
6. Each year, principals are to submit appraisals on the effectiveness of teachers in their schools and recommendations as to whether each teacher should be retained, non-renewed, or transferred.
7. Any teacher who feels that his/her work is being evaluated unfairly or incorrectly shall have the right to appeal.
8. Evaluation records shall be treated as confidential and shall be accessible to only those members of the administrative staff designated by the superintendent.
9. Career teachers or teachers with three (3) or more years experience will have at least one formal and one informal evaluation. Probationary teachers or teachers with two (2) years experience or less will have at least two formal and one informal evaluation.
10. Tools used for evaluation can be reviewed in the building media center and on the Conway Public School District's website.

Legal Reference: A.C.A. § 6-17-1504

Date Adopted: June 12, 1979

Last Revised: June 12, 2007

3.3 – EVALUATION OF CERTIFIED 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: June 12, 2007

Last Revised:

3.4 – CERTIFIED PERSONNEL REDUCTION IN FORCE

Section One

Reduction in Force (RIF) is a policy to guide the Conway School District if it becomes necessary to reduce certified staff members due to a decline in student enrollment, financial conditions, program revision or elimination, closing of facilities, district reorganization, or consolidation or merging of districts. Whenever a reduction in certified staff members becomes necessary as determined by the superintendent and recommended to the Board of Education, the following policy will be utilized to accomplish the necessary reduction action:

Definition

1. Reduction in Force (RIF) – RIF as used in this policy will mean district-wide reduction in certified staff members.
2. Seniority – Seniority as used in this policy will only refer to the employee's years of service in the Conway District.
3. Attrition – Attrition is defined as a position left vacant when a teacher voluntarily resigns, retires, or is dismissed from the District.
4. Standard licensure means a permanent, non-contingent license to teach in a subject area or grade level.

Provisions

- The Board of Education upon recommendation by the superintendent of schools will determine the number of staff members to be non-renewed in each licensure area, grade level and /or program to be affected.
- To the fullest extent possible, normal attrition will be considered first prior to reduction in force.
- A certified staff member who is non-renewed may engage in teaching or other occupations during that time period.
- If a certified staff member is non-renewed under this policy, he/she shall be offered an opportunity to fill a vacancy for which he/she is qualified for a period of up to one year.
- The selection of teachers to be recommended for reduction in force will be made by the superintendent of schools on the basis of the criteria and priorities listed below:

1. Seniority – Reductions will be accomplished by layoffs of the least senior teacher in the identified areas of licensure. All licensure area(s) and Highly Qualified Teacher (HQT) status areas for each teacher will be considered when making this determination. If a teacher possesses multiple areas of licensure and is highly qualified in those areas, he or she will be considered in each licensure area. Ultimately, the least senior teacher, licensure and HQT notwithstanding, will be laid off. Only experience in the Conway District will be counted for the purpose of this policy. A semester or more resulting in less than a year under contract as a teacher shall be counted as one-half (1/2) year. Less than a semester shall not be recognized. Total years of service to the district shall include non-continuous years of service. In other words, an employee who left the district and returned later will have the total years of service counted from all periods of employment. For the purpose of this policy, a list of teachers in their first, second, and third year of teaching experience in the Conway District will be maintained and will be considered as the least senior staff members for the purpose of non-renewals.
2. Standard Licensure – If two or more teachers have the same seniority and licensure area status, the teacher with the standard licensure will be considered the most senior over a teacher with an initial or a NTLP provisional or reciprocity provisional licensure. If two or more teachers have the same seniority and licensure area status, the teacher with the standard licensure and who is highly qualified in the specified content areas as required by No Child Left Behind will prevail.
3. Post Graduate Training – If two or more persons have the same seniority and licensure area status, reduction will be determined by educational attainment in accordance with horizontal salary schedule placement. Those to the right will be considered the most senior.
4. A person with a standard teaching license and who is licensed and highly qualified in more than one teaching area will be given priority if seniority status and post graduate training are equal.
5. If all above are equal, the following stipulation will determine seniority: The teacher with the earliest date of current employment as a certified teacher in the district shall prevail. Date of entry in a noncertified position shall not count as date of entry. If earliest date of current employment is the same, the employee whose name is listed first in the school board minutes will prevail.

6. Finally, part-time teachers in identified areas of specialization will be released prior to reduction of teachers on full-time contracts.
 7. Administrators – Reductions will be accomplished by layoffs of the least senior administrators in the identified areas of licensure. Only experience in the Conway District will be counted for the purpose of this policy. A semester or more resulting in less than a year under contract as an administrator shall be counted as one-half (1/2) year. Less than a semester shall not be recognized. For the purpose of this policy, a separate list of administrators in their first, second, and third year of experience in the Conway District will be maintained and will be considered as the least senior staff members for the purpose of non-renewals.
 8. In the event an administrator is forced to move to a teaching position, only teaching experience in the Conway District will be recognized for the purpose of this policy.
- Specially-funded programs such as adult education, federal programs Title I, etc. may be modified or eliminated independent of this policy. All employees will be notified in writing of this provision at the time of employment.
 - The implementation of a reduction in force will not be used to allow certified teaching employees to move to an administrative position unless selected for such a position through the usual selection process.

Procedure

- Reduction of certified staff members will be made on a district-wide basis (grades k-12) rather than on a building-by-building basis whenever a reduction in force occurs.
- Employees laid off as a result of this policy shall be terminated or non-renewed in accordance with the Arkansas Teacher Fair Dismissal Act and the Arkansas Employees' Fair Hearing Act.
- Certified staff members will be selected for reduction in accordance with the provisions and the procedures of this policy. Certified staff members on extended professional leave or leave of absence will be considered in the same manner.
- A seniority list of in-district teaching experience and a separate seniority list of in-district administrative experience which will include licensure areas will be used to identify persons for the RIF process.

Recall

- Certified employees non-renewed under this policy shall be offered an opportunity to fill a vacancy for which he/she is qualified for a period of up to one year. Non-renewed certified personnel shall be recalled in reverse order of the layoff (employees with the most seniority shall be called back first) to any position for which he/she is fully licensed. RIFed certified employees will be offered employment in their licensure area prior to employment being offered to licensed applicants. However, RIFed certified personnel must be fully licensed for the available position as reflected on their current Arkansas teaching license.
- Notice of vacancies shall be by certified mail. The recall notice will be sent to the person's last known address on file in the school district's personnel office. It will be the responsibility of the employee to supply the district with his or her current address.
- The non-renewed certified person shall have ten (10) working days from the postmark date on the recall notice to accept the offer of a position. A lack of response or a certified employee's refusal of a position shall end the district's obligation to replace the laid-off employee.
- A non-renewed certified employee who has contracted with another public school district during the time of the layoff may opt to complete his or her existing teaching contract. In this case the employee will be hired to fill any available vacant position for which he/she is licensed at the beginning of the next school year. If a position does not become available for which he/she is licensed at the beginning of the next school year, the district's obligation to replace the layoff employee shall end.
- All fringe benefits to which a RIFed employee was entitled at the time of the reduction in force including sick leave, personal leave, etc will be restored to him/her upon returning to full-time employment with the school district. No benefits will accrue during the RIF layoff. The employee recalled from a RIF layoff will be placed at the appropriate level on the salary schedule.
- Any certified employee who has been non-renewed under this policy who chooses to become a substitute teacher will be given priority consideration. On the substitute teacher call list, the names of the non-renewed employees will be so designated. Those designated will be given priority when calling substitutes for duty.
- All non-renewed certified staff under this policy will be given priority over new applicants in the same licensure area(s) in filling a position which may open.

- When a reduction in force is declared and certified personnel are placed on RIF status, the school district's personnel office will prepare a seniority list of certified personnel. This list will be done according to seniority and will include the employee's name, all years of service in Conway Public schools, licensure areas, and highly qualified status licensure areas. This list will be maintained in the school district personnel office for review by the appropriate school officials, the personnel involved, and the chairperson of the Certified Personnel Policy Committee.

Section Two

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.

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

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

The superintendent shall mail or have hand-delivered the notification to such employee of his/her intention to recommend non-renewal or termination pursuant to a reduction in force within ninety (90) days of the effective date of the annexation or consolidation in order to effect the provisions of this section of the Conway Public School District's reduction-in-force policy. Any such employees who are non-renewed or terminated are not subject to recall regardless of any language in any other section of this policy. Any such employees shall be paid at

the rate for each person on the appropriate level on the salary schedule of the annexed or consolidated district during those ninety (90) days and/or through the completion of the reduction-in-force process.

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

*For example: It may be discovered that a teacher is receiving a stipend for duties that he/she is no longer performing. As part of the reduction in force, the teacher would be sent notification by the superintendent that he/she intended to partially non-renew the teacher for the obsolete stipend.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: June 30, 2005

Last Revised: June 9, 2009

3.5 – CERTIFIED 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 return the signed contract to the office of the superintendent. The date of receipt of the contract shall be presumed to be the date of a cover memo which will be attached to the contract.

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

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

Date Adopted: June 12, 2007

Last Revised:

3.6 – CERTIFIED PERSONNEL EMPLOYEE TRAINING

All employees shall attend all local professional development training sessions as directed by district administration or immediate supervisor.

The Conway Public School District shall develop and implement a plan for the professional development of its certified employees. The district's plan shall, in part, align district resources to address the professional development activities identified in each school's ACSIP. Each certified employee shall receive a minimum of sixty (60) hours of professional development annually to be fulfilled between June 1 and May 31. Professional development hours earned in excess of sixty (60) in the designated year cannot be carried over to the next year. Certified employees who are prevented from obtaining the required professional development hours due to their illness or the illness of 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. This extension does not absolve the employee from also obtaining the following year's required 60 hours of professional development.

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

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

Flexible professional development hours (flex hours) are those hours which an employee is allowed to substitute with professional development activities different than those offered by the district but still meet the criteria of either the school's ACSIP, the employee's Individual Growth Plan, or the employee's Individual Improvement Plan, or all three. The district shall determine on an annual basis how many, if any, flex hours of professional development it will allow to be substituted for district scheduled professional development offerings. The district administration and the immediate supervisor have the authority to require attendance at specific professional development activities. Employees must

receive advance approval from the Professional Development Committee for activities they wish to have qualify for flex professional development hours. To the fullest extent possible, professional development activities are to be scheduled and attended so that employees do not miss their regular assignments. Six (6) approved flex hours credited toward fulfilling the sixty (60) hour requirement shall equal one contract day. Hours of professional development earned by an employee in excess of sixty (60) hours or not pre-approved by the Professional Development Committee shall not be credited toward fulfilling the required number of contract days for that employee.

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

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

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

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

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

Teachers who are likely to use automated external defibrillators as a function of their job shall receive the training required by Rule. Such training shall count toward the required annual hours of professional development.

Administrators are required to receive at least three hours annually of their sixty (60) required hours of professional development designed to enhance their understanding of effective parental involvement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parental participation. Each administrator's professional development is

required to also include training in data disaggregation, instructional leadership and fiscal management.

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

Certified personnel may earn up to twelve (12) hours of professional development for time they are required to spend in their instructional classroom, office or media center prior to the first day of student/teacher interaction provided the time is spent in accordance with state law and current ADE rules that deal with professional development.

Teachers are eligible to receive fifteen (15) professional development hours for a college course that meets the criteria identified in law and the applicable ADE rules. A maximum of thirty (30) hours may be applied toward the sixty (60) hours of professional development required annually.

Employees who do not receive or furnish documentation of the required annual professional development jeopardize the accreditation of their school and academic achievement of their students. Failure of an employee to receive sixty (60) hours of professional development in any given year, unless due to illness as permitted by law, shall be grounds for disciplinary action up to and including termination of employment.

Approved professional development activities may include conferences, workshops, institutes, individual learning, mentoring, peer coaching, study groups, National Board for Professional Teaching Standards Certification, distance learning, internships, district/school programs, and approved college/university course work. Professional development activities should be consistent with the objectives developed by the National Staff Development Council Standards.

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

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04ADE
Rules Governing Professional Development

- A.C.A. §6-10-122,123
- A.C.A. § 6-15-404(f)(2)
- A.C.A. § 6-17-703
- A.C.A. § 6-17-704
- A.C.A. § 6-17-705
- A.C.A. § 6-17-1202
- A.C.A. § 6-15-1004(c)
- A.C.A. § 6-15-1703
- A.C.A. § 6-20-2303(14)

Date Adopted: June 12, 2007

Last Revised: April 15, 2010

3.7 – CERTIFIED PERSONNEL DRUG TESTING

Scope of Policy

Each person hired for a position which allows or requires that the employee operate any type of motor vehicle which is privately owned and operated for compensation or which is owned, leased or otherwise operated by or for the benefit of the Conway Public School District and is operated for the transportation of children to or from school or school-sponsored activity shall undergo a physical examination including a drug test. 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, methods of testing, and standards shall be determined by the agency or other medical organizations chosen by the Conway Public Schools Board of Education to conduct the collection and testing of samples. The drug and alcohol testing is to be conducted by a laboratory certified pursuant to the most recent guidelines issued by the United States Department of Health and Human Services for such facilities. ("Mandatory Guidelines for Federal Workplace Drug Testing Programs").

Definition

Safety sensitive function includes:

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

Requirements

Employees shall be drug and alcohol free from the time the employee is required to be ready to work until the employee is relieved from the responsibility for

performing work and/or any time he/she is 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 testing;
2. Testing in conjunction with an accident;
3. Receiving a citation for a moving traffic violation; and
4. Causing reasonable suspicion.

Prohibitions

- 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;
- No driver shall use alcohol while performing safety-sensitive functions;
- No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
- No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner knowledgeable of the driver's job responsibilities and 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;
- No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

Testing for Cause

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

Refusal to Submit

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

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

Consequences for Violations

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, who refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these

functions and could include non-renewal or termination of their contract of employment.

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

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

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

Date Adopted: June 12, 2007
Last Revised: April 8, 2008

3.8 – CERTIFIED PERSONNEL SICK LEAVE

Definitions

1. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate or extended family, or due to a death in the family. The immediate supervisor shall determine whether sick leave will be approved on the basis of a death outside the immediate or extended family of the employee.
2. “Current Sick Leave” means those days of sick leave for the current contract year which are granted at the rate of one day of sick leave per contracted month, or major part thereof.
3. “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.
4. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the teacher.
5. “Extended family” means an employee’s family related by blood, adoption, or marriage.
6. “Excessive absenteeism” means any sick leave without appropriate documentation from the employee’s health care provider.

Sick Leave

All certified employees shall be allowed sick leave with full pay at the rate of one (1) day per contracted month beginning with the first day of employment. If any certified employee does not use the full amount allowed, the unused amount shall accumulate at the rate of one (1) day per contracted month to a maximum of one hundred twenty (120) days.

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.

A certified employee leaving another district to accept employment in the Conway Public School District shall be granted credit for any unused sick leave the employee may have accumulated. The granted leave will not exceed ninety (90) days.

A reasonable number of days of this leave may be used for illness or death in the immediate or extended family. Under circumstances deemed appropriate by the immediate supervisor, sick leave may be approved for an employee to attend the funeral of a person who is not related to the employee.

The superintendent or designee will require a certified employee who is absent more than three (3) consecutive days to provide a written statement from the employee's health care provider. Failure to provide such documentation of illness may result in sick leave not being paid.

Without appropriate documentation from a certified employee's health care provider, excessive absenteeism to the extent that the employee is not carrying out his/her assigned duties so that the education of students is substantially adversely affected may result in termination of employment.

Prior to leave, the teacher must provide adequate lesson plans in a place designated by the immediate supervisor to cover the length of absence.

Sick Leave and Family Medical Leave Act (FMLA) Leave

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

Legal References: A.C.A. § 6-17-1201 et seq.

Date Adopted: May 12, 1987

Last Revised: May 12, 2009

3.8.1 – CERTIFIED PERSONNEL BEREAVEMENT LEAVE

Upon suffering the death of a spouse, child, parent, or “legal guardian” any certified personnel employee contracted twenty-five (25) or more hours weekly shall be allowed five (5) days bereavement leave without the loss of pay or sick leave days.

The use of bereavement leave for a parent or legal guardian requires from each certified employee a maximum of two (2) names to be filed with the district personnel office for verification purposes. This is a one-time registration of the employee’s two (2) name choices, no exceptions.

Adopted: May 12, 1987

Revised: April 15, 2010

3.9 – CERTIFIED PERSONNEL CATASTROPHIC SICK LEAVE

Definition

The Catastrophic Sick Leave shall be available only for those contributing staff members who meet the following definition of catastrophic diagnosis.

1. Catastrophic Illness/Injury: An illness or injury of such magnitude that the employee's life or the life of a spouse, child, or parent, is endangered and/or his/her/their health is impaired to such an extent that he/she/they have no option but to seek immediate medical treatment that requires extended time away from the job. The following list is not exhaustive, but identifies some health conditions that are included and excluded as catastrophic under this definition.

Included:

- Cancer(s)/Tumor(s)
- Heart Attack
- Aneurysm
- Stroke
- Non-Elective Surgery
- Debilitating/Immobilizing Injury or Condition
- Acute Illness/Disease

Excluded:

- Elective Surgery
 - Pregnancy/Delivery without Severe Complications
 - Recurring Infection (cold, flu, etc.)
2. Requires certification by a physician stating that it would be impossible for the employee to perform the basic functions of his/her job.

The following procedure will be conducted annually in order to secure days to be placed in the catastrophic sick leave pool:

Regulations:

1. At the beginning of the year, each building administrator will solicit the names of employees desiring to contribute to the pool. Each person so desiring will donate one (1) day and shall make their decision known by completing the Donation of Catastrophic Sick Leave form. The names of all such donors, in an order determined by the receipt of the required form, will be placed on a list to be kept at the building. A copy of the list will be sent to the superintendent or designee.
2. The superintendent or designee will arrange the lists in order by building. The building code as assigned by the district for payroll purposes will determine the order of the lists.
3. Each year the rotation will begin with the next school on the rotation list. The rotation will proceed automatically in numerical order by building until all requested days for any given year are exhausted.
4. In the event more days are requested than exist in the pool, another solicitation of donors will be conducted by continuing the rotation established above.
5. In the event fewer days are requested than exist in the pool, all unused sick days will be returned to the original donor and shall be credited to that donor's accumulated sick leave.
6. Accounting for all days donated and used shall be on forms established by the superintendent or designee and will generally follow procedures established for reporting of other leave categories.

Date Adopted: June 11, 1996

Date Revised: April 19, 2011

Catastrophic Sick Leave

1. Donation of days
 - Any employee may voluntarily contribute for another employee's use, one (1) or more days of current or accumulated sick leave to which he/she might otherwise be entitled.

All such days will be placed in a "catastrophic sick leave pool" and shall be accessible by contributing employees approved for such use by the Catastrophic Sick Leave Committee.

- Regulations will be adopted that provide a systematic method of determining the order in which employees' days are selected for use by the approved recipients of the pool.
- Once the employee elects to contribute such days, that election is irrevocable for the duration of the school year.
- Any days contributed by the employee that are not used in any school year shall be credited to that employee's accumulated sick leave.

2. Use of days

Any contributing employee who meets the following criteria shall be eligible to apply for days in the pool:

- All categories of staff leave shall have been exhausted.
- Catastrophic Sick Leave days will not be granted to members for days covered by Worker's Compensation, Short-term Disability, or any other income protection insurance policy or similar coverage provided by the District.
- Days granted for Catastrophic Sick Leave can only be used for the catastrophic condition for which they were originally granted.
- The employee or a member of the employee's family is experiencing a catastrophic illness or injury that requires the employee to be absent from his/her assigned duties for an extended period of time.
- The employee must submit a "Request for Approval of Catastrophic Sick Leave" on a form provided by the district for this purpose. This form shall be accompanied by a physician's statement verifying the employee's inability to perform assigned duties and an estimate of the duration of such condition.
- The "Request for Approval of Catastrophic Sick Leave" shall be submitted as soon as possible after the employee determines the need exists.
- The employee must sign a waiver allowing the Catastrophic Sick Leave Committee to review the employee's past attendance records.
- The Catastrophic Sick Leave Committee will determine whether or not an illness or injury is catastrophic. Routine medical conditions, even those requiring the employee's absence for an extended period of time, will not be considered catastrophic.

No leave will be granted beyond the date certified by the physician as to the employee's ability to return to work. An employee may petition the Catastrophic Sick Leave Committee for as many as fifteen (15) days at a time. The total number of days awarded to any one employee will not exceed thirty (30) days in any one (1) school year. If an employee has been deemed able to return to work or if the committee is informed of fraudulent abuse of the policy, the remaining days awarded toward leave may be rescinded.

3. Review Committee

- A Catastrophic Sick Leave Committee, consisting of five (5) members of the Personnel Policies Committee, shall oversee the implementation of the Catastrophic Sick Leave policy. These members shall be elected by the Personnel Policies Committee and shall consist of four (4) teachers and one (1) administrator.
- A quorum of the committee, consisting of at least three (3) members, must be present to conduct official business. A majority vote of those present will be necessary to approve action on any issue, including the use of pool days by qualified applicants.
- The decision of the committee regarding the use of pool days by an applicant shall be in writing to the applicant and to the superintendent or designee.
- The decision of the committee is final.

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: June 12, 1979

Last Revised: April 19, 2011

**3.9F – CERTIFIED PERSONNEL-REQUEST OF APPROVAL
CASTASTROPHIC SICK LEAVE FORM**

Name _____

School _____ Date _____

An employee may petition the Catastrophic Sick Leave Committee for as many as fifteen (15) days at a time. The total number of days awarded to any one (1) employee will not exceed thirty (30) days in any one (1) school year.

_____ Number of days requested

Explanation of need for request* (If additional space is needed, attach a sheet of paper.) _____

*Supply a physician’s statement which verifies your inability to perform assigned duties and which provides an estimate of when you can return to work.

I grant the committee access to my attendance records while determining if I qualify for the requested leave.

Employee Signature

Request approved _____ Request denied _____

Comments: _____

Original-Person Requesting Leave

Copy-Superintendent

3.10 – CERTIFIED PERSONNEL PLANNING TIME

A master schedule shall be created by the building level principal or designee indicating when each teacher’s planning period and scheduled lunch period will be. Planning time is for the purpose of scheduling conferences, instructional planning, and preparation. Each teacher will have the option of scheduling these activities during his/her designated planning time. During planning time, certified staff are to give appropriate notification to their principal or designee upon leaving and returning to campus.

The planning time shall be in increments of not less than forty (40) minutes and shall occur during 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: June 12, 2007

Last Revised:

3.11 – CERTIFIED PERSONNEL PERSONAL LEAVE

Certified personnel contracted for 25 hours or more weekly have two (2) days of personal leave per contract year. An employee may take personal leave when he/she must be absent from work for reasons that are not covered by any other leave policies. The leave must be taken in increments of no less than half day intervals.

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions which are related to their job duties and do not qualify for other types of leave (for sick leave see Policy 3.8 and 3.8.1).

School functions, for the purposes of this policy, means: (1) Athletic or academic events related to the school district; and (2) Meetings and conferences related to education.

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

Any employee desiring to take personal leave may do so by making a written request to his supervisor at least twenty-four (24) hours prior to the time of the requested leave. In cases of emergency where such notice is impossible, the immediate supervisor must be notified as soon as possible.

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

Prior to leave, teachers must provide lesson plans in a place designated by the immediate supervisor to cover the length of absence.

No personal leave may be taken the day before or the day after a student holiday except in the case of an emergency or/and extenuating circumstance.

Approval for emergencies or extenuating circumstances will be determined by the immediate supervisor.

Any portion of unused personal leave days will be credited to accumulated sick leave at the end of each school year.

A certified employee having completed ten (10) years of employment in the Conway Public School District shall have the option of using three (3) of his/her current sick leave days as personal leave days. This would make available five (5) personal leave days for that year.

Legal Reference: A.C.A. § 6-17-211

Date Adopted: May 12, 1987

Last Revised: May 12, 2009

3.12 – CERTIFIED PERSONNEL VACATIONS AND HOLIDAYS

1. All full-time twelve month employees shall be allowed vacation time with full pay at the rate of one (1) day per contracted month. Vacation eligibility shall begin with the first day of employment. The maximum number of days accrued shall be ten (10).
2. The vacation time earned for a school year must be taken by August 15th of the following calendar year (which would include two (2) summers). There shall be no accumulation of vacation time beyond this date.
3. Permission for vacation shall be obtained by submitting a request through the employer's immediate supervisor to the superintendent.
4. The superintendent may deny an employee's request for a vacation day if such absence would, in the superintendent's opinion, be disruptive to the educational process.
5. In the event of extenuating circumstances, the superintendent may grant an exception to any of these policies.

Date Adopted: May 12, 1987

Last Revised: June 12, 2007

3.13 – CERTIFIED PERSONNEL EXTENDED PROFESSIONAL LEAVE

When a certified personnel has rendered a minimum of four (4) consecutive years of service to the Conway Public School District, he/she will be eligible for professional leave according to the following conditions:

1. An application form and comprehensive statement setting forth his/her plans for advanced study or an experience in an exchange program and his/her evaluation of the benefits the district may expect to derive from his/her additional educational experience must be submitted to the superintendent's office.
2. Applicants for advanced study must hold a Bachelor's degree plus twelve (12) semester credit hours. Evidence of acceptance into stated program must be supplied.
3. Applicants for an exchange program or an overseas teaching assignment must show proof of compliance for acceptance into the program.
4. Professional leave will be granted upon recommendation of the superintendent and the approval of the Conway Public Schools Board of Education.
5. Professional leave will be granted for a period of not less than six (6) months or more than twenty-four (24) months.
6. Certified employees requesting leave must submit an application to the superintendent by January 1 proceeding the school year for which the leave is requested.
7. The certified employee will be reassigned to a certified position upon returning from professional leave.
8. The certified employee will receive no salary from the district during the time he/she is on professional leave.

Date Adopted: June 12, 2007

Last Revised:

3.13.1 – CERTIFIED PERSONNEL PUBLIC OFFICE

An employee of the Conway Public School 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 time. Pay for vacation time or personal leave must be approved by the superintendent prior to the employee's absence.

Prior to taking leave and as soon as possible after the need for such leave is discerned by the employee, he/she must make written request for leave to the superintendent, determining 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 non-renewal or termination of his/her employment contract.

Legal Reference: A.C.A. § 6-17-115

Date Adopted: June 12, 2007

Last Revised:

3.14 – CERTIFIED PERSONNEL JURY DUTY

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

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

Employees shall receive their regular pay from the district while serving jury duty.

Legal Reference: A.C.A. § 16-31-106

Date Adopted: June 12, 2007

Last Revised:

3.14.1 – CERTIFIED PERSONNEL LEAVE – COURT SUBPOENAED

Certified personnel subpoenaed to appear in any type of court shall be allowed to serve without loss of pay or without being required to use a personal leave day.

The employee must present the original (not a copy) subpoena to his/her supervisor in order to confirm.

Date Adopted: June 12, 1979

Last Revised: June 12, 2007

3.15 – CERTIFIED PERSONNEL LEAVE – INJURY FROM ASSAULT

Any certified personnel who, while in the course of their employment, is injured by an assault, criminal act, and/or violent act shall be granted a leave of absence with full pay for up to one (1) year from the date of the injury. Certified personnel who suffer personal injury while intervening in student fights, restraining a student or protecting a student from harm shall be considered to be injured as a result of an assault or criminal act.

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

In order to obtain leave under this policy, the certified personnel employee 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 employee's employment.

The employee must present a statement from a physician as to the employee's ability to work during this period of time. The Conway Public School Board of Education may request that the employee be examined by a physician of the board's choosing to verify work ability. If there is a disagreement between the employee's physician and the board's physician, a third opinion shall be requested from someone that both the employee and the board agree upon. The opinion from the agreed upon physician shall be the decision from which the board and the employee shall abide.

The decision of the Conway Public School Board of Education shall be final, and that decision shall not be subject to appeal through any administrative proceeding, including the district's grievance policy.

Legal Reference: A.C.A. § 6-17-1209

Date Adopted: February 8, 1995

Last Revised: June 12, 2007

3.16 – CERTIFIED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

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

Teachers may purchase supplies and supplementary materials from the district at the district's cost to take advantage of the school's bulk-buying power. To do so, teachers shall complete and have approved by the building principal a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Receipts are to be submitted for reimbursement no less than once per month. Supplies and materials purchased with school funds or purchased by a teacher who is reimbursed with school funds are school property.

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

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

Date Adopted: June 12, 2007

Last Revised:

3.17 – INSULT OR ABUSE OF CERTIFIED PERSONNEL

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

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

Legal Reference: A.C.A. § 6-17-106

Date Adopted: June 12, 2007

Last Revised:

3.18 – CERTIFIED PERSONNEL OUTSIDE EMPLOYMENT

An employee of the Conway Public School District may not be employed in any other capacity during the regular eight (8) hour workday of the contracted year.

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

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

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

Date Adopted: June 12, 2007

Last Revised:

3.18.1 – TUTORING FOR PAY

Personnel may not accept outside payment for tutoring members of his/her own group of students during the time he/she is employed by Conway Public School District.

Date Adopted: June 14, 1983

Last Revised: June 12, 2007

3.19 – CERTIFIED PERSONNEL EMPLOYMENT

Definition:

“Teacher” means any person, exclusive of the superintendent or assistant superintendent, employed in an Arkansas public school district who is required to hold a teaching certificate/license from the Department of Education as a condition of employment.

All prospective employees must complete resume’ specifications required by the Conway Public School District, all of which are to be placed in the personnel file of those employed.

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

All newly hired teachers will be assigned a one-year probationary period during their first year of employment with the Conway Public School District. New hires who have not completed a three-year probationary period in the state of Arkansas will be assigned a three-year probationary status.

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

Date Adopted: June 30, 2005

Last Revised: April 15, 2010

3.20 – CERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

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

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

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: June 12, 2007

Last Revised:

3.21 – CERTIFIED PERSONNEL TOBACCO USE

All personnel have a responsibility not to encourage or endorse the use of a product that is a potential health hazard.

All personnel also have an obligation to provide non-tobacco users the freedom from the potential hazards and/or annoyances associated with the use of tobacco.

Smoking or using tobacco or products containing tobacco in any form in or on any property owned or leased by the Conway Public School District, including buses or other school vehicles, is prohibited.

Legal Reference: A.C.A. § 6-21-609

Date Adopted: January 16, 1992

Last Revised: June 12, 2007

3.22 – DRESS OF CERTIFIED EMPLOYEES

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

While encouraging individual expression and recognizing the rights of all persons, the Conway Public School Board of Education is firm in its belief that teachers should set examples in dress and grooming for their students to follow.

Date Adopted: June 12, 1979

Last Revised: June 12, 2007

3.23 – CERTIFIED PERSONNEL POLITICAL ACTIVITY

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

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

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

Date Adopted: June 12, 2007

Last Revised:

3.24 – CERTIFIED PERSONNEL GRIEVANCES

If concerns can not be resolved by the immediate supervisor, the employee can begin the grievance process. 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 in a timely manner.

Definitions

Grievance: any concern related to personnel policy, salary, federal or state laws and regulations, or terms or conditions of employment raised by an employee.

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 his/her contract is scheduled to work or whether they are concurrently under contract.

Procedure

All grievances shall be handled in accordance with the employee being entitled to and being offered the opportunity to have a witness or representative of his/her own choosing at any level of the procedure as long as that representative is not a member of the employee's immediate family.

STEP 1: An employee who has a grievance shall present the matter IN WRITING - utilizing the CERTIFIED EMPLOYEE GRIEVANCE FORM – to his/her immediate

supervisor within five (5) working days of the date the concern was not resolved. The person with whom the grievance is filed shall make a decision concerning the grievance and shall notify the grievant IN WRITING – utilizing the GRIEVANCE DECISION FORM – within five (5) working days following the date of receipt of the grievance. Before making his/her decision, the person with whom the grievance is filed may consult with other individuals who he/she believes to have knowledge relative to the matter being grieved. If the problem is resolved or no further action is necessary, the matter is considered closed.

STEP 2: If the concern has not been resolved, he/she shall present it to the superintendent's designee IN WRITING – utilizing the CERTIFIED EMPLOYEE GRIEVANCE FORM – within five (5) working days from the date the written decision from Step 1 was received by the grievant. A copy of the Step 2 appeal together with the Step 1 decision must be submitted simultaneously to the superintendent's designee receiving the Step 2 appeal. The superintendent's designee receiving the Step 2 appeal shall schedule a meeting with the grievant within five (5) working days after receiving the appeal to attempt to resolve the grievance. The grievant may have a witness or representative present at this meeting. The superintendent's designee shall make a decision concerning the Step 2 appeal and notify the grievant IN WRITING – utilizing the GRIEVANCE DECISION FORM – within five (5) working days after the meeting with the grievant. Before making his/her decision, the superintendent's designee receiving the Step 2 appeal may consult with other individuals who he/she believes to have knowledge relative to the grievance.

STEP 3: In the event the grievant wishes to appeal the Step 2 decision, the appeal must be presented IN WRITING – utilizing the CERTIFIED EMPLOYEE GRIEVANCE FORM – to the superintendent within five (5) working days from the date the written decision from Step 2 was received by the grievant. A copy of the Step 3 appeal together with the Step 1 and Step 2 decisions must be submitted simultaneously to the superintendent. The superintendent shall schedule a meeting with the grievant within five (5) working days after receiving the appeal to attempt to resolve the grievance. A witness or representative of his/her choice may accompany the grievant. Notice of the Step 3 meeting shall be given to the grievant as well as to the individual who rendered the Step 2 decision. The superintendent shall make a decision concerning the appeal and shall notify the grievant IN WRITING – utilizing the GRIEVANCE DECISION FORM – within five (5) working days after the meeting with the grievant. Before making his/her decision, the superintendent may consult with other individuals whom he/she believes to have knowledge relative to the grievance.

STEP 4: If the concern is unresolved after Step 3, the grievant may submit IN WRITING – utilizing the CERTIFIED EMPLOYEE GRIEVANCE FORM – to the president of the Conway Public School District Board of Education or his/her designee within five (5) working days of the receipt by the grievant of the written decision from Step 3. A hearing of the grievance before the Conway Public School Board of Education will then be held at the next regularly scheduled board meeting unless both parties have agreed to a different date. Copies of the following must be submitted simultaneously to the president of the Conway Public School District Board of Education or his/her designee: (1) Step 4 appeal; (2) a copy of the Step 1, Step 2, and Step 3 decisions. 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 (18) years of age who gives testimony may elect to have the student's testimony given in closed session. All parties have a right to be represented by a person of their own choosing. The employee shall have an adequate opportunity to present the grievance but no less than ninety (90) minutes unless a shorter period is agreed to by the employee and both parties shall have the opportunity to present and question witnesses. The Conway Public School Board of Education shall make a decision concerning the appeal and shall notify the grievant IN WRITING – utilizing the GRIEVANCE DECISION FORM – within ten (10) working days after the hearing. Before making its decision, the Conway Public School District Board of Education may consult with other individuals believed to have knowledge relative to the grievance.

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.

Conway Public School District recognizes that grievants have a right to privacy, and the Conway Public School District will make every effort to insure that information is kept confidential.

ALL FORMS REQUIRED FOR FILING A GRIEVANCE MAY BE OBTAINED IN THE OFFICE OF ANY K-12 CONWAY PUBLIC SCHOOL DISTRICT BUILDING OR AT THE SCHOOL DISTRICT ADMINISTRATION BUILDING.

ALL INQUIRIES SHOULD BE DIRECTED TO:

Director of Student Services/Equity

Conway Public Schools

2220 Prince Street

Conway, AR 72034

(501) 450-4800

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

Date Adopted: June 12, 2007

Last Revised: April 8, 2008

3.24F – CERTIFIED EMPLOYEE GRIEVANCE FORM

Name: _____

Date submitted to supervisor: _____

Step 1 _____ Step 2 _____ Step 3 _____ Step 4 _____

Grievance is based upon personnel policy # & heading _____

Grievance (Be specific): _____

What would resolve your grievance? _____

Supervisor's Response

Date submitted to recipient: _____

Date Adopted: June 12, 2007

Last Revised:

3.25 – CERTIFIED PERSONNEL SEXUAL HARASSMENT

The Conway Public 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 of employment.

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.

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 of employment.

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 of employment.

Procedure

Any certified employee who alleges sexual harassment may use the district's equity complaint procedure (detailed below) or may complain directly to the equity coordinator.

Upon receipt of a report of sexual harassment, the building principal shall immediately notify the equity coordinator without screening or investigating the report. If the report is given verbally, the principal will reduce it to a written form within twenty-four (24) hours and forward it to the equity coordinator. Failure to report any sexual harassment report or complaint as provided will result in disciplinary action taken against that employee.

If the complaint involves the immediate supervisor, the complaint shall be filed directly with the superintendent or equity coordinator. If the complaint involves the equity coordinator, the complaint will be filed with the superintendent. If the complaint involves the superintendent, the complaint shall be filed with the equity coordinator.

The equity coordinator shall immediately authorize an investigation, which may be conducted by school officials. A written report on the investigation will be provided to the equity coordinator within ten (10) working days of the complaint or report of sexual harassment.

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

In addition, the district may take immediate steps at its discretion to protect the complainant(s) and/or witness(es) pending the completion of the investigation.

The equity coordinator shall make a report to the superintendent within two (2) working days of the completion of the investigation.

Action

Upon receipt of a recommendation that the complaint is valid, the district will take such action as appropriate based on the results of the investigation. Disciplinary action for an employee shall be based upon the severity of the infraction, any mitigating factors, and the circumstances as a whole. Sanctions may include one (1) or more of the following: a letter of caution, letter of reprimand, suspension for a certain period, non-renewal, or termination of employment.

The result of the investigation of each complaint filed under these procedures will be reported in writing to the complainant by the district. The report will document the action taken as a result of the complaint to the extent permitted by law.

Reprisal

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

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

Date Adopted: June 12, 2007

Last Revised:

3.26 – CERTIFIED PERSONNEL SUPERVISION OF STUDENTS

All Conway Public School 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 as well as during extracurricular activities.

Date Adopted: June 12, 2007

Last Revised:

3.27 – CERTIFIED PERSONNEL COMPUTER USE POLICY

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

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

Employees who misuse district-owned computers in any way, including excessively using computers for 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: A.C.A. § 6-21-107
A.C.A. § 6-21-111
Children's Internet Protection Act; PL 106-554
20 USC 6777
47 USC 254(h)

Date Adopted: June 12, 2007
Last Revised: April 15, 2010

3.27F – CERTIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print) _____

School _____ Date _____

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

1. Conditional Privilege: The employee’s use of the district’s access to the Internet is a privilege conditioned on the employee’s abiding by this agreement.
2. Acceptable Use: The employee agrees that in using the district’s Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an employee’s use of the district’s Internet access interfere with or detract from the performance of his/her job-related duties.
3. Penalties for Improper Use: If the employee violates this agreement and misuses the Internet, the employee shall be subject to disciplinary action up to and including termination.
4. “Misuse of the District’s access to the Internet” includes but is not limited to the following:
 - using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
 - using abusive or profane language in private messages on the system or using the system to harass, insult, or verbally attack others;
 - posting anonymous messages on the system;
 - using encryption software;
 - wasteful use of limited resources provided by the school including paper;
 - causing congestion of the network through lengthy downloads of files;
 - vandalizing data of another user;
 - obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;

- gaining or attempting to gain unauthorized access to resources or files;
 - identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
 - using the network for financial or commercial gain without district permission;
 - stealing or vandalizing of data, equipment, or intellectual property;
 - invading the privacy of individuals;
 - using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
 - introducing a virus or worm to or otherwise improperly tampering with the system;
 - degrading or disrupting equipment or system performance;
 - creating a web page or associating a web page with the school or school district without proper authorization;
 - attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
 - providing access to the district's Internet access to unauthorized individuals; or
 - taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
 - making unauthorized copies of computer software;
 - personal use of computers during instructional time; or
 - installing software on district computers without prior approval of technology director or his/her designee.
5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the district's computers or the Internet including penalties for copyright violations.
6. No Expectation of Privacy: The employee signing below agrees that in using the Internet through the district's access, he/she waives any right to privacy the employee may have for such use. The employee agrees that the district may monitor the employee's use of the district's Internet access and may also examine all system activities the employee participates in, including but not

limited to e-mail, voice, and video transmissions, to ensure proper use of the system.

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

Employee's Signature: _____

Date _____

Date Adopted: June 12, 2007

Last Revised:

3.27.1 – CERTIFIED PERSONNEL EMAIL USE AND RETENTION

Conway Schools Email Use and Retention Policy

1.0 Purpose

This policy is to insure that agents and employees of the Conway School District use the Email system of the school only for the purpose of carrying out their job duties. As any email on the school's email system is a public record and subject to the Arkansas Freedom of Information Act, each agent or employee with access to an email account of the district should be mindful that any email may be viewed as an official statement of the school and, thus, may use such system only for the benefit of the school district and in accordance with their job duties.

2.0 Scope

This policy covers appropriate use of any email sent from a Conway Schools email address and applies to all employees, vendors, and agents operating on behalf of Conway Schools.

3.0 Definitions

- Email: The electronic transmission of information through a mail protocol such as SMTP or IMAP.
- Forwarded email: Email received and sent again.
- Chain email or letter: Email sent to successive people. Typically the body of the note has direction to send out multiple copies of the note and promises good luck or money if the direction is followed.
- Sensitive information: Information is considered sensitive if it is reasonably considered to be private, if it can be damaging to Conway Schools, its students, or its employees, or if it is protected information under state or federal laws.
- Malware: Malware is software designed to infiltrate or damage a computer system without the owner's informed consent. The term is a fusion of "mal-" (or perhaps "malicious") and "software" and describes the intent of the creator rather than any particular features. Malware is commonly taken to include computer viruses, worms, Trojan horses, spyware and adware. In law, malware is sometimes known as a computer contaminant.

- Virus warning: Email containing warnings about a virus or malware. The overwhelming majority of these emails turn out to be a hoax and contain bogus information usually intended only to frighten or mislead users.
- Unauthorized Disclosure: The intentional or unintentional revealing of restricted information to people both inside and outside Conway Public School District who do not have a need to know that information.
- Incidental Use: Use of the email system for incidental matters arising from the legitimate interest of the employees to attend to personal and family matters which naturally arise in the course of a work day and which do not require the devotion of any substantial time or attention is allowed within the constraints of the usage and retention policy.

4.0 Policy

4.1 Prohibited Use.

The Conway Public School District's email system shall not be used for the creation or distribution of any disruptive or offensive messages, including pornography, chain mail, religious beliefs and practices, political beliefs, offensive comments about race, gender, national origin, disabilities, age or sexual orientation. This includes forwarded email. Additionally, sending sensitive information or any unauthorized disclosure of information is unacceptable. Employees who receive any emails with this content from any Conway Public School District employee should report the matter to their supervisor immediately.

4.2 Monitoring

Conway Public School District employees shall have no expectation of privacy in anything they store, send or receive on the district's email system. The Conway Public School District may monitor messages without prior notice. However, it is not obligated to monitor email messages.

5.0 Enforcement

Access to accounts may be disabled if abuse is suspected pending review. Any employee found to have violated this policy may be subject to disciplinary action up to and including termination of employment.

Email Retention Policy

1.0 Purpose

The Email Retention Policy is intended to help employees determine what information sent or received by email should be retained. The information covered in these guidelines includes information that is either stored or shared via electronic mail. All employees should familiarize themselves with the email retention policy as noted below.

2.0 Policy

In most cases email should be read and then deleted. While it is reasonable to retain some email to be referenced for a period of time, if an email is to be part of an official record or needs to be retained as the official source of information it should be committed to a more permanent media such as a digital file or printed to paper. The district will periodically delete emails that are over a certain announced age. The district will also periodically automatically delete files that have been moved to the delete file in the individual's email account.

3.0 Enforcement

Any employee found to have violated this policy may be subject to disciplinary action up to and including termination of employment.

Date Adopted: June 12, 2007

Last Revised:

3.28 – CERTIFIED PERSONNEL SCHOOL CALENDAR

The superintendent shall present to the Personnel Policy Committee 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 Personnel Policy Committee 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 Conway Public School District shall operate by the currently adopted calendar.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: June 12, 2007

Last Revised:

3.29 – 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 the need to discuss their child's progress with his/her teacher.

Teachers are required to communicate during the school year with the parent(s) or legal guardian(s) of each of their students to discuss their academic progress. More frequent communication is required with the parent(s) or legal guardian(s) of students who are performing below grade level.

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

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

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

Date Adopted: June 12, 2007

Last Revised:

3.30 – DRUG FREE WORKPLACE – CERTIFIED PERSONNEL

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

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. Substance abuse resources are Counseling Associates, Arkansas Rehab Services, or other appropriate rehabilitation programs in the area.

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 of employment. 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.

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 of employment. Possession in one's vehicle or in an area subject to the employee's control will be considered to be possession as though the substance were on the employee's person.

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

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

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

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

Any employee so charged is subject to discipline up to and including termination of employment. However, the failure of an employee to notify his supervisor or the superintendent of having been so charged shall result in that employee being subject to discipline up to and including termination of employment 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 five (5) calendar days to the superintendent. Within ten (10) days of receiving such notification, and whether from the employee or any other source, the conviction will be reported to federal granting agencies from which the district receives funds. Compliance with these requirements and prohibitions is mandatory and is a condition of employment.

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

Any employee who must take prescription medication at the direction of the employee's physician and who is impaired by the prescription medication such that he cannot properly perform his duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his supervisor, will be sent home. The employee shall be given sick leave if owed any. The district or employee will provide transportation for the employee, and the employee may not

leave campus while operating any vehicle. It is the responsibility of the employee to contact his physician in order to adjust the medication, if possible, so that the employee may return to his job unimpaired. Should the employee attempt to return to work while impaired by prescription medications for which the employee has a prescription, he will again be sent home and given sick leave if owed any. Should the employee attempt to return to work while impaired by prescription medication a third time, the employee may be subject to discipline up to and including a recommendation of termination of employment.

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

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

Date Adopted: June 12, 2007

Last Revised:

3.30F – DRUG-FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

I, _____, hereby certify that I have been presented with a copy of the Conway Public 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 the district.

Signature _____

Date _____

3.31 – CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE

Definitions:

- Covered active duty means (A) in the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country; and (B) in the case of a member of a reserve component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country under a call to order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.
- Covered Service Member is (A) a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (B) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- Eligible Employee is an employee who has been employed by the district for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave. Full time, licensed teachers are considered to have met the 1250 hour requirement for eligibility.
- Health Care Provider is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices. It also includes any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.
- Instructional Employee is a teacher whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include administrators, counselors, librarians, psychologists, or curriculum specialists who are included under the broader definition of “eligible employee” (to the extent the employee has been employed for 12 months).
- Next of Kin used in respect to an individual, means the nearest blood relative of that individual.

- Outpatient Status used in respect to a covered service member, means the status of a member of the Armed Forces assigned to a 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.
- Qualifying Exigency: Issues that arise due to covered active duty or a call to covered active duty of an employee's spouse, son, daughter, or parent. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.
- Parent is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter.
- Serious Health Condition is an injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.
- Serious Injury or Illness: (A) in the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and (B) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard of Reserves, at any time during a period as a covered service member defined in this policy, it means a qualifying (as defined by the U.S. Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.
- Year: for leave other than to care for the serious injury or illness of a covered service member, the twelve (12) month period of eligibility shall begin on the first duty day of the school year.
- 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.

Policy

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

Leave Eligibility

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

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

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

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

If husband and wife are both eligible employees employed by the district, the husband and wife are entitled to a total of 26 weeks of leave during one 12-month

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

District Notice to Employees

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

Employee Notice to District

Foreseeable:

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

When the necessity for leave for reason 5 listed above is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty the employee shall provide such notice to the district as is reasonable and practicable regardless of how far in advance the leave is foreseeable.

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

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

Unforeseeable:

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

Medical Certification

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

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

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

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

- 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 no more than fifteen (15) calendar days after the district's request.

No second or third opinion on recertification may be required.

Sick Leave and Family Medical Leave Act (FMLA) Leave

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

Concurrent Leave

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

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

Health Insurance Coverage

The district shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the district. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.

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

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

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

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

Reporting Requirements During Leave

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

Return to Work

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

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

equivalent skill, effort, and authority. The employee may not be restored to a position requiring additional licensure or certification.

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

Intermittent or Reduced Schedule Leave

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

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

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

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

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

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

a. to take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or

b. to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

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

Leave more than 5 weeks prior to end of term

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

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

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

Leave less than 5 weeks prior to end of term

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

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

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

Leave less than 3 weeks prior to end of term

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

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

Date Adopted: May 12, 2009
Last Revised: April 15, 2010

3.32 – ASSIGNMENT OF EXTRA DUTIES FOR CERTIFIED PERSONNEL

From time to time extra duties may be assigned to certified personnel by his/her immediate supervisor or the superintendent as circumstances dictate.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: June 12, 2007

Last Revised:

3.33 – CERTIFIED PERSONNEL CELL PHONE USE

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

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

Date Adopted: June 12, 2007

Last Revised:

3.34 – CERTIFIED PERSONNEL DISMISSAL AND NON-RENEWAL

For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act A.C.A. §§ 6-17-1501 through 1510. The Act specifically is not made a part of this policy by this reference.

A copy of the Act is readily available in each school building.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: June 12, 2007

Last Revised:

3.35 – ASSIGNMENT OF TEACHER PARAPROFESSIONALS

The assignment of teacher aides shall be made by the appropriate administrator. Changes in the assignments may be made as necessary due to student population changes, teacher changes, and the changes in the educational needs of the students.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: June 12, 2007

Last Revised:

3.36 – CERTIFIED 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.

Conway Public School 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 en route to or from school or a school activity. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

Definition:

Bullying means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student by a written, verbal, electronic, or physical act that causes or creates a clear and present danger of the following:

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

Electronic act means without limitation a communication or image transmitted by means of an electronic device, including without limitation a telephone, wireless phone or other wireless communications device, computer, or pager that results in

the substantial disruption of the orderly operation of the school or educational environment.

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

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

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

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

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

1. Sarcastic "compliments" about another student's personal appearance,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
5. Demeaning humor relating to a student's race, gender, sexual orientation, ethnicity or personal characteristics,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,

8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings, and/or
10. Threats of harm to student(s), possessions, or others.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: June 12, 2007

Last Revised: April 8, 2008

3.37 – CERTIFIED PERSONNEL TIME SCHEDULES

Administrators, supervisors and building principals should ordinarily be in their buildings ahead of either pupils or teachers and should remain in their buildings until pupils and teachers have gone. Principals who leave their buildings for any purpose, other than attendance at civic clubs, principal's meetings, business at the administration building, or other routine business affairs connected with the schools, shall secure prior approval of the superintendent of schools for such absence.

The school day for Conway Public Schools' certified employees is from 8:00 a.m. to 4:00 p.m. each contracted day. Exceptions to this time schedule may be made by the individual principal with consensus of the staff. Time adjustments may be allowed for individual school needs or appropriate professional development.

Date Adopted: June 12, 1979

Last Revised: June 12, 2007

3.38 – CERTIFIED PERSONNEL SALARY PAY PERIODS

Employees shall be employed for their contracted days based on the job description and need of the school district.

The annual salaries of personnel shall be paid in twelve (12) equal installments to be paid on one (1) day per month which has been set by a regulatory committee composed of three (3) members of the Personnel Policies Committee representing the faculty and the superintendent or his/her designee. The day set will be subject to the approval of the superintendent. In the event of an employee's contract being terminated due to death, change in family residence, or other personal reasons, proper adjustment will be made to carry out requirements of the contract in regard to the amount due to the employee.

The Conway Public School District maintains a salary schedule, a copy of which is on file in the office of the superintendent.

In the event of the death of an employee who is under contract, compensation will be made to the employee's estate in the amount of accumulated sick leave the employee has to his/her credit.

Date Adopted: June 12, 1979

Last Revised: June 12, 2007

3.39 – PERSONNEL RECORDS

In accordance with Arkansas Code # 6-17-1505 Personnel Files: section (a) The Conway Public School District shall maintain a personnel file for each teacher which will be available to the teacher for inspection and copying at the teacher's expense during normal office hours.

Certified personnel must have and maintain on file in the personnel office transcripts of college and university credits and a valid teaching license for the State of Arkansas.

A teacher will have access to his/her personnel records on file by the Conway Public School District except confidential recommendations requested by staff member at time of application.

Employment Eligibility Verification (Form 1-9) should be filled out by any employee hired by the Conway Public School District.

Date Adopted: June 12, 1979

Last Revised: June 12, 2007

3.40 – CERTIFIED PERSONNEL LICENSURE AND RE-LICENSURE

All administrators, teachers and other personnel shall meet appropriate state licensure and re-licensure requirements.

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

Personnel who qualify for or who have provisional licensure may be employed if the following conditions are met:

1. Requirements for removal of provisional status do not include completion of additional course work.
2. The Conway Public School District will not receive any warning and/or citation from any regulatory including but not limited to the State of Arkansas by employing personnel with provisional status.

Personnel who qualify for participation in the Alternative Licensure Program supervised only by the Arkansas State Department of Education may be employed by the Conway Public School District.

Certified Personnel must be Highly Qualified as designated by the No Child Left Behind Act of 2001.

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

Date Adopted: June 10, 1986

Last Revised: April 15, 2010

3.41 – CERTIFIED PERSONNEL SALARY CREDIT FOR GRADUATE HOURS EARNED

All Conway Public School District employees whose salary is determined by the Conway Public School District teachers' or administrators' salary schedule will be given credit for all graduate credit earned provided the college or university granting the hours is accredited by the Arkansas State Department of Education, NCATE, or by some other accrediting agency of comparable rank. These educational institutions must be recognized by the American Council on Education in its published list of Accreditation of Institutions of Post Secondary Education.

For graduate hours to count on the salary scale, hours must be taken in sequence (after a degree is granted) as follows:

BSE – BSE+12 – BSE+24 – MSE – MSE+12 – MSE+24 – ED SPEC/MSE+45 – DOCT

A certified employee who has not earned a bachelor's degree but is licensed through the Arkansas Department of Workforce Education and the Arkansas Department of Education, but whose salary is determined by the Conway Public School District's teacher salary schedule, shall be given credit for a maximum of twenty-four (24) undergraduate hours accredited by the Arkansas State Department of Education or by some other accrediting agency of comparable rank.

Instructors at the Area Vocational Center whose licensure is based on work experience and/or training other than a college degree may advance on the salary schedule in the following manner: All requests for such advancement must meet the timelines and be approved in the same format as regular college courses.

1. Instructors may advance after receiving Continuing Education Units (CEUs) from the State Department of Vocational Education. 4.5 CEUs equaling three (3) semester hours.
2. Instructors may advance after completing the American Association for Vocational Instructional Materials (AAVIM) Performance Based Teacher Educational Modules (PBTE) which result in college credit as determined by the participating college/university.
3. Instructors may advance after completing administration approved vocational and/or technical courses conducted by college/universities offered as post-secondary credit.

Eligible credits for salary advancement earned during the preceding school year or preceding summer will be accepted provided the teacher submits a written statement indicating the level of anticipated salary advancement to the superintendent's office prior to June 15. Such statement shall be supported by an official transcript delivered to this office by October 1 of the current school year.

Date Adopted: June 8, 1982

Last Revised: May 12, 2009

3.42 – CERTIFIED PERSONNEL FRINGE BENEFITS

A one-time bonus payment shall be paid to all full time personnel who have terminated employment in the Conway Public School District and meet all requirements for retirement under the Arkansas Teacher Retirement System/State Employees Retirement System. The computation for such bonus payment shall be developed by the superintendent's office and approved by the Conway Public School District Board of Education.

A lifetime athletic pass shall be given to all full time personnel who have terminated employment in the Conway Public School District and meet all requirements for retirement under the Arkansas Teacher Retirement System/State Employees Retirement System.

Teachers shall have a fringe benefit of being allowed to enroll their children in any elementary school of their choice provided that the school is not at its maximum number.

Certified Personnel Fringe Benefit Formula

Retirement bonus payment shall be computed using the following formula:

\$10.00 x each year through the first ten (10) years of employment in Conway Public School District, plus one (1) dollar per additional year experience in Conway Public School District.

Example: Plus one (1)
 \$11.00 x 11 years
 \$12.00 x 12 years
 \$13.00 x 13 years
 A maximum of thirty (30) years

Upon full retirement from the Conway Public Schools in accordance with the rules and guidelines of the Arkansas Teacher Retirement System, an employee will be paid \$10.00 for each unused sick leave day. This one-time payment will occur after the employee's last day of employment. Payment for sick leave days will be credited to the employee's primary position (the primary position is defined as the position that requires the employee to work the most hours).

An employee will qualify to be paid \$35.00 per unused full sick leave day for his/her primary position if he/she meets the following qualifications: (1) has worked in

a full-time capacity in the Conway Public Schools at least 10 years, and (2) has at least 90 days of accumulated unused sick leave. If the employee meets both of these conditions, he/she will be reimbursed at the rate of \$35.00 for each unused sick day rather than \$10.00.

In the case of the death of an employee of the Conway Public Schools, the employee's estate will be paid the amount that the employee would have received under the same terms and conditions as if he/she had fully retired.

Date Adopted: June 14, 1983

Last Revised: April 19, 2011

3.43 – CERTIFIED PERSONNEL NATIONAL BOARD CERTIFICATION

All teachers who receive the National Board for Professional Teaching Standards Certification shall receive an annual stipend of \$1,000.00. This stipend will be distributed to those eligible in twelve equal monthly payments for up to ten (10) years from initial certification. Teachers who resign before the end of a school year will forfeit the remainder of their annual stipend.

Employed teachers will be eligible for the stipend beginning on July 1 following granting of certification provided the teacher submits documentation of the certification to the director of personnel by June 30.

Any new teacher to the district retaining the NBTC may receive the stipend for the remaining years from the point of their initial certification. Proper documentation must be submitted to the director of personnel at time of employment.

Any teacher who received certification prior to July 1, 2003, shall be eligible to receive the stipend beginning July 1, 2003, provided the teacher submits documentation of the certification to the director of personnel by January 1, 2004.

Date Adopted: June 12, 2007

Last Revised:

3.44 – CERTIFIED PERSONNEL STAFF MEETINGS

All teachers and other employees shall attend district sponsored institutes and meetings held for their benefit unless excused by the superintendent or his/her designee.

Certified employees shall attend professional meetings at their immediate supervisor's discretion.

Faculty meetings are the direct responsibility of the principal and may be held as needed and should not exceed two (2) per month. Faculty meetings should not exceed thirty (30) minutes past contracted time. Faculty time schedules will be adjusted to compensate for time spent after non-contracted meeting time.

One (1) other meeting a month, not to exceed fifteen (15) minutes, will be allowed beyond contract time.

Other meetings such as PTO and professional organizations are scheduled periodically and staff members are encouraged to attend.

Date Adopted: June 12, 1979

Last Revised: June 12, 2007

3.45 – CERTIFIED PERSONNEL RESIGNATION

A certified employee has the privilege of resigning from the Conway Public School District upon thirty (30) days notice.

When a certified employee resigns from the school district before the close of the year, the immediate supervisor shall be responsible for seeing that all records and other necessary items are turned in to him/her following the same procedure that is required of all other certified employees at the end of the year.

Early Resignation Incentive—Health Insurance

An employee who chooses to terminate employment with Conway Public School District and who is not leaving due to retirement or employment with another public school district within the state of Arkansas will be given the option to continue health insurance. If said employee currently has health insurance benefits with Conway Public School District, he/she and his/her dependents are eligible to continue coverage.

In order to be eligible and receive the incentive, said employee must do the following:

- Provide the Conway Public School District with a Letter of Resignation on or before March 1st of the current school year with an effective date of the last day of employment of that contracted year.
- The coverage period will be equal to, but no more than, three (3) months (July, August, and September) of the district health insurance contributions. Said employee must continue his/her employee contributions for equal months of coverage.

Date Adopted: June 12, 1979

Last Revised: June 12, 2007

3.46 – CERTIFIED 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—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.

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

Date Adopted: April 8, 2008
Last Revised: May 12, 2009

3.47 – CERTIFIED PERSONNEL RECORDS AND REPORTS

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

Legal Reference: A.C.A. § 6-17-104

Date Adopted: April 8, 2008

Last Revised:

3.48 – CERTIFIED LEAVE OF ABSENCE

Note: The Family and Medical Leave Act of 1993 (FMLA) provides eligible employees with the right to take up to twelve (12) weeks of unpaid leave per year for family or medical reasons. An eligible employee is considered as any person under contract with the district.

Length of Absence

A leave of absence for the types of reasons named in this policy shall be a leave of not less than one semester nor more than two semesters, without pay, salary increment, or benefits including health insurance. For two hundred-forty (240) day contract employees, the leave of absence shall be taken in increments from July 1 through December 31; January 1 through June 30; July 1 through June 30, or January 1 through December 31. The school district may employ personnel for a semester or a year to ensure that the educational process is not interrupted.

Eligibility

A certified employee shall have completed a minimum of three (3) consecutive years of service within the school system before becoming eligible for a leave of absence that is covered by this policy. After becoming eligible, a certified employee shall qualify for leave once every three (3) consecutive years from the most recent date of return to work from their previous leave of absence.

Leave of Absence Request

All requests for leave of absence shall be applied for in writing at least one month (thirty [30] calendar days) before the leave shall take effect. The applicant must clearly state in detail specific reasons for requesting the leave providing documentation. The completed request for the leave of absence shall be filed with the Superintendent. The decision of the Superintendent is final.

Notification to Return

Employees returning from leave of absence in time for the fall semester shall notify the Superintendent in writing on or before March 1 prior to the return date.

Employees returning from leave of absence in time for the spring semester shall notify the Superintendent in writing on or before November 1 prior to the return date. Failure to submit written notification by the specified date shall terminate the employee's employment with the school system.

Employment Privilege

The superintendent will assign an employee returning from leave of absence to a position for which he or she is certified. Full consideration will be given to placement of the employee to his or her original position. However, the employee is not guaranteed the same position or school that he or she held prior to his or her leave of absence.

Benefits

All benefits to which an employee was entitled at the time that the leave began will be restored to the employee when he or she returns to work to the extent that these benefits are offered to and provided to all certified employees. Unless otherwise specified, a returning employee will be placed on the salary schedule at the level achieved prior to his or her leave. The reinstatement of any insurance plan(s) will be the responsibility of the employee. Some employees may qualify for continuation health coverage under The Consolidated Omnibus Budget Reconciliation Act (COBRA). An employee who is on leave of absence will not be eligible for continuation of Long Term Disability Benefits unless the following terms and conditions of the policy are satisfied:

- a. They are a regular full-time active employee of Conway Public Schools at the time of disability.
- b. They have satisfied the Elimination Period as outlined in the Long Term Disability Policy at least thirty (30) days prior to applying for a leave of absence.

Eligible employees for long term disability benefits shall not include seasonal or temporary employees. Active employment and actively employed means working 900 hours or more per year at your regular job and customary place of employment or other location to which you must travel to perform your regular job.

Request Approval

The following criteria will be considered when evaluating requests:

- Rationale for request
- Appropriate medical and/or legal documentation

Violation of Policy

Violation of this policy and/or submitting false information as determined by the Superintendent will be considered a breach of contract and cause for dismissal.

Approved Types of Leave of Absence

- a. Maternity leave or Adoption: An employee may apply for such leave prior to or following the birth of the child as long as all other aspects of this policy are followed. An employee may also request leave of absence because of the placement of a child for adoption with the employee.

- b. Extended illness: The request may be made by the employee if he/she has a serious health condition that makes him/her unable to perform the essential functions of his/her position. The employee may also request a leave of absence in order to care for the spouse, son, daughter, parent, or legal dependant of the employee, if such spouse, son, daughter, parent or legal dependent has a serious health condition.

Date Adopted: June 10, 2008

Last Revised:

3.49 – CERTIFIED PERSONNEL DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT

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

The duty to report suspected child abuse or maltreatment is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

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

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

Date Adopted: May 12, 2009

Last Revised:

3.50 – CERTIFIED PERSONNEL VIDEO AND/OR AUDIO SURVEILLANCE

The board has a responsibility to protect the safety, security, and welfare of its students, staff, and visitors. At the same time the Board must maintain discipline and safeguard district facilities, vehicles, and equipment. As part of fulfilling this responsibility, the board authorizes the use of video and/or audio surveillance cameras. The placement of video and/or 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 restrooms or dressing areas where an expectation of privacy is reasonable and customary.

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

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

Videos and/or audio recordings 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.

Certified staff who vandalize, damage, defeat, disable, or render inoperable any surveillance cameras and equipment, whether temporarily or permanently, shall be subject to appropriate disciplinary action and referral to appropriate law enforcement authorities.

Video and/or audio surveillance records may become part of a staff member's personnel record, but may not be used for the purpose of evaluating instructional performance.

Date Adopted: June 9, 2009

Last Revised:

3.51— CERTIFIED 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 and the district administrative secretary in charge of insurance and benefits at the district administration building. Within five calendar days the injured employee must fill out the Workers' Compensation State Report of Accident Form N and the Conway Public Schools Report of Accident Form and send to the district administrative secretary in charge of insurance and benefits at the district administration building. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic.

Workers' Compensation absences may be designated as FMLA absences when the criteria are met under FMLA for a serious health condition.

An employee who is absent from work due to a workplace injury or receiving temporary disability benefits due to a Workers' Compensation claim will utilize any sick leave accumulation he or she may have to bring the total amount of combined income up to 100% of usual contracted pay. No employee may realize a net compensation gain from a combination of Workers' Compensation benefits and sick leave in excess of contracted pay. Sick leave days used for workplace injuries will not be restored to the employee.

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

Date Adopted: April 15, 2010

Last Revised:

3.52 – CERTIFIED PERSONNEL INSPECTION/SELECTION OF INSTRUCTIONAL MATERIALS

The use of instructional materials beyond those approved as part of the curriculum/textbook program must be compatible with school and district policies. If there is uncertainty concerning the appropriateness of supplemental materials, the personnel desiring to use the materials shall get approval from the school's principal prior to putting the materials into use.

For the purposes of this policy, instructional materials are defined as instructional content provided to the student regardless of its format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats. The term does not include academic tests or academic assessments.

All instructional materials used as part of the educational curriculum of a student shall be available for inspection by the parents or guardians of the student. Parents or guardians wishing to inspect instructional materials used as part of the educational curriculum for their child may schedule an appointment with the student's teacher at a mutually agreeable time. Parents/guardians wishing to challenge the appropriateness of any instructional materials shall follow the procedures outlined in Policy 5.6—CHALLENGE OF INSTRUCTIONAL/ SUPPLEMENTAL MATERIALS.

The rights provided to parents under this policy transfer to the student when he/she turns 18 years old.

Classroom Use of Videos, DVDs, and Movies

It is the policy of the Conway School District School Board of Directors to assure that time spent by students in pursuit of an education is wisely and prudently used. The Board recognizes that movies, videos, DVDs, and other audiovisual materials are important tools in the educational process. However, the use of such materials should be limited so that they are legally and appropriately used in achieving legitimate educational objectives that supplement approved course curriculum. The Board therefore, promotes the appropriate educational use of videos, movies, DVDs, and audiovisual materials when such use maximizes classroom instructional time.

Guidelines

Education Relevance

1. The showing of videos, DVDs, movies and other instructional materials must be limited to a specific educational purpose.
2. General selection criteria should include the following:
 - quality of the overall work;
 - fair and accurate representation of the facts;
 - the reputation and significance of the writer, director, and/or performer; and
 - critical acclaim of the work itself.
3. Videos, DVDs, or movie clips used in the classroom shall not include inappropriate language, inappropriate depictions of violence, nudity, or inappropriate behavior.

Teacher Preview and Administrative Approval

1. Any audiovisual material including materials taken from the internet must be previewed by the teacher before requesting approval for use in the classroom.
2. Prior to showing any video, DVD, movie or other audiovisual material, or materials downloaded from Internet sources to students, if there is uncertainty concerning the appropriateness of supplemental materials, Classroom Use of Videos and Movies Form, located in the Principal's office, must be filled out, submitted to the building principal, and receive approval. (This does not include those audiovisual materials approved through curriculum development and that show up in the resource section of each curriculum guide.)

Copyright

Any use of videos, DVDs, movies or other audiovisual materials must adhere to all federal copyright laws as well as publisher licensing agreements.

Opt Out Opportunity

1. Parents and students must be provided an "opt-out" opportunity upon request.
2. Teachers should provide an optional lesson for opt-out students. Opt-out students should be treated fairly, discreetly and with respect.

Violation

1. Teachers who show copyrighted videos, DVDs, movies, or other audiovisual material, not part of the adopted curriculum, without previewing or receiving administrative approval are in violation of this policy.
2. Teachers and other school officials who show television programs during instructional time for entertainment purposes are in violation of this policy.
3. Discipline for violation of this policy may involve actions up to dismissal.

Legal Reference: 20 USC § 1232h (a), (b), (c) [NCLB Act of 2001, Part F, Section 1061 (c) (1)(C)(i)(ii), (2)(A)(i), (5)(B), (6)(A)(C)]

Date Adopted: April 19, 2011

Last Revised: