

Conway Public Schools
Board Policy- Section 3
Licensed Personnel
2021-22

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3.1 – LICENSED 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, licensed 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, licensed 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)
DESE Rules Governing School District Requirements for Personnel Policies,
Salary Schedules, Minimum Salaries, and Documents Posted to District
Websites

Date Adopted: June 12, 2007

Last Revised: April 14, 2020

3.2 – LICENSED PERSONNEL EVALUATIONS

Definitions

“Beginning administrator” means a building-level or district-level leader who has not completed three (3) years of experience as a building-level or district-level administrator.

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

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

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

“Novice teacher” is a teacher who has less than three (3) years of public school classroom experience.

"Teacher" has the same definition as A.C.A. § 6-17-2803(16).

Teachers

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

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

Teachers will be evaluated under the schedule and provisions required by TESS. All teachers, other than novice teachers, will have a summative evaluation over all domains and components at least once every four (4) years. In order to establish

the initial four- (4) year rotation schedule for teachers, other than novice teachers, to be summatively evaluated, at least one-quarter (1/4) of each school's teachers, other than novice teachers, will be selected for evaluation by currently adopted rotation procedure. Novice teachers will receive a summative evaluation in the year following the completion of their novice period and will be added to the four- (4) year summative evaluation rotation for following years. All individuals who transfer into the district shall have a summative evaluation at the end of the year they transfer into the district regardless of when the individual's most recent summative evaluation took place.

All teachers shall develop a Professional Growth Plan (PGP) annually that identifies professional growth outcomes to advance the teacher's professional skills and clearly links personalized, competency-based professional learning opportunities to the professional growth outcomes. The teacher's PGP must be approved by the teacher's evaluator. If there is disagreement between a teacher and the teacher's evaluator concerning the PGP, the decision of the evaluator shall be final.

Following a summative evaluation, the teacher shall receive an overall performance rating that is derived from:

1. A written evaluation of the teacher's performance on all evaluation domains as a whole;
2. The evaluation framework and evaluation rubric appropriate to the teacher's role;
3. Multiple sources of evidence of the teacher's professional practice including, but not limited to:
 - a) Direct observation
 - b) Indirect observation
 - c) Artifacts
 - d) Data
4. Presentations of evidence chosen by the teacher, the evaluator, or both;
5. Peer observations and/or student feedback.

A teacher's work completed for the certification or renewal of a certification from the National Board for Professional Teaching Standards may be substituted for part of the summative evaluation.

The Summative evaluation shall provide an opportunity for the evaluator and the teacher to discuss the review of the evidence used in the evaluation and provide feedback that the teacher can use to improve his/her teaching skills and student learning.

While teachers are required to be summatively evaluated once every four (4) years, the teacher's evaluator may conduct a summative evaluation in any year.

A teacher shall continue to demonstrate a commitment to student learning in formative years by furthering the teacher's professional growth and development as guided by the teacher's PGP. The teacher's evaluator, or one or more individuals selected by the evaluator, shall support the teacher on an ongoing basis throughout the formative years by:

1. Providing teachers with immediate feedback about teaching practices;
2. Engaging teachers in a collaborative, supportive learning process; and
3. Helping teachers use assessment methods supported by evidence-based research that inform the teacher of student progress and provide a basis for adapting teaching practices.

An overall performance rating is not required in a formative year.

Building-Level or District-Level Evaluations

Building-level or district-level leaders will be evaluated under the schedule and provisions required by the Leader Excellence and Development System (LEADS).

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

Building-level or district-level leaders, except for beginning administrators, shall have a summative evaluation at least once every four (4) years. To establish the initial four-year rotation schedule for building-level or district-level leaders, except for beginning administrators to be summatively evaluated, at least one quarter (1/4) of each school's inquiry category building-level or district-level leaders will be

selected for evaluation by currently adopted procedures. Beginning administrators shall have a summative evaluation in the year following the completion of their beginning administrator period and will be added to the four (4) year summative evaluation rotation for following years. All individuals who transfer into the district shall have a summative evaluation at the end of the year they transfer into the district regardless of when the individual's most recent summative evaluation took place.

A building-level or district-level leader shall complete a PGP based on the standards and functions determined during the initial summative evaluation meeting with the superintendent or designee. If there is disagreement between a building-level or district-level leader and the leader's evaluator concerning the PGP, the decision of the evaluator shall be final.

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

The Superintendent or designee shall use the evaluation framework and rubric that is appropriate to the role and responsibilities of the building-level or district-level leader when conducting the building-level or district-level leader's summative evaluation. The building-level or district-level leader's summative evaluation shall result in a written overall performance rating that is based on multiple sources of evidence of the building-level or district-level leader's professional practice, which may include:

1. Direct observation;
2. Indirect observation;
3. Artifacts; and
4. Data.

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

1. The level of performance based on the performance functions and standards of the evaluation rubric;
2. The evidence of teacher performance and growth applicable to the building-level or district-level leader; and

3. The building-level or district-level leader's progression on his/her professional growth plan.

While building-level or district-level leaders are required to be summatively evaluated once every three (3) years, the superintendent or designee may conduct a summative evaluation in any year.

Legal References: A.C.A. § 6-17-2801 et seq.
A.C.A. § 11-3-204
Division of Elementary and Secondary Education Rules Governing Educator Support and Development

Adopted: June 12, 1979

Last Revised: April 17, 2018

3.3 – EVALUATION OF LICENSED PERSONNEL BY RELATIVES

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

Date Adopted: June 12, 2007

Last Revised:

3.4 – LICENSED 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 licensed 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 licensed 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 licensed 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 licensed staff member who is non-renewed may engage in teaching or other occupations during that time period.
- If a licensed 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. Length of service in a classified position shall not count for the purpose of length of service for a licensed position. 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. Being employed fewer than one hundred sixty (160) days in a school year shall not constitute a year. 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 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 licensed teacher in the district shall prevail. Date of entry in a non-licensed position shall not

count as date of entry. If the 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 licensed teaching employees to move to an administrative position unless selected for such a position through the usual selection process.

Procedure

- Reduction of licensed 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.
- Licensed staff members will be selected for reduction in accordance with the provisions and the procedures of this policy. Licensed 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

- Licensed 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 licensed 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 licensed employees will be offered employment in their licensure area prior to employment being offered to licensed applicants. However, RIFed licensed 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 licensed 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 licensed employee's refusal of a position shall end the district's obligation to replace the laid-off employee.
- A non-renewed licensed 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 licensed 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 licensed 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 licensed personnel are placed on RIF status, the school district's personnel office will prepare a seniority list of licensed 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 Licensed 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 the superintendent's 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 a notification of the superintendent's 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 the superintendent 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: April 13, 2021

3.5 – LICENSED PERSONNEL CONTRACT – RETURN

An employee shall have thirty (30) days from the date of the receipt of his/her contract for the following school year in which to 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 LICENSED PERSONNEL EMPLOYEE TRAINING

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

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

All employees shall attend all local PD training sessions as directed by their supervisor.

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

Each CPSD licensed employee who is on a 190-day contract shall receive a minimum of sixty (60) hours of PD annually to be fulfilled between June 1 and May 31. A licensed employee may be required to receive more PD than the minimum when necessary to complete the licensed employee's PGP. All licensed employees are required to obtain thirty-six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.

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

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

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

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

Teachers and administrators who, for any reason, miss part or all of any scheduled PD activity they were required to attend must make up the required hours in comparable activities which are to be pre-approved by the building principal and/or the District director of programs and professional development.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved PD activities may include:

- Conferences/workshops/institutes;
- Mentoring/peer coaching;
- Study groups/learning teams;
- National Board for Professional Teaching Standards Certification;

- Distance and online learning (including Arkansas IDEAS);
- Micro-credentialing approved by DESE;
- Internships;
- State/district /school programs;
- Approved college/university course work;
- Action research; and
- Individually guided (to be noted in the employee's PGP).

PD activities shall relate to the following areas:

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

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

- School Fire Marshall program (A.C.A. § 6-10-110);
- Tornado safety drills (A.C.A. § 6-10-121);

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

Cross-References: 3.55—ADMINISTRATOR EVALUATOR CERTIFICATION
 4.37—EMERGENCY DRILLS
 5.2 —PLANNING FOR EDUCATIONAL IMPROVEMENT

Legal References: Standards For Accreditation 1-B.4, 3-A.4, 3-B.1, 4-G.1, 4-G.2
 DESE Rules Governing Professional Development
 DESE Rules Governing the Arkansas Educational Support and Accountability Act
 DESE Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements
 DESE Rules Governing Student Special Needs Funding
 DESE Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings
 A.C.A. § 6-10-121
 A.C.A. § 6-10-122
 A.C.A. § 6-10-123
 A.C.A. § 6-15-1004(c)
 A.C.A. § 6-15-1302
 A.C.A. § 6-15-1303
 A.C.A. § 6-15-1703
 A.C.A. § 6-15-2907
 A.C.A. § 6-15-2911
 A.C.A. § 6-15-2912
 A.C.A. § 6-15-2913
 A.C.A. § 6-15-2914
 A.C.A. § 6-15-2916
 A.C.A. § 6-16-1203
 A.C.A. § 6-17-429
 A.C.A. § 6-17-703
 A.C.A. § 6-17-704
 A.C.A. § 6-17-708
 A.C.A. § 6-17-709

A.C.A. § 6-17-710
A.C.A. § 6-17-2806
A.C.A. § 6-17-2808
A.C.A. § 6-18-502(f)
A.C.A. § 6-18-514(f)
A.C.A. § 6-18-708
A.C.A. § 6-20-2204
A.C.A. § 6-20-2303(15)
A.C.A. § 6-41-608
A.C.A. § 6-61-133

Date Adopted: June 12, 2007

Last Revised: May 12, 2020

3.7 – LICENSED PERSONNEL DRUG TESTING

Definitions

“Clearinghouse” means the Federal Motor Carrier Safety Administration Commercial Driver’s License Drug and Alcohol Clearinghouse.

“Database” means the Commercial Driver Alcohol and Drug Testing Database of the Office of Driver Services of the Arkansas Department of Finance and Administration.

“Safety-sensitive function” includes:

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

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

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

Scope of Policy

Each person hired for a position that allows or requires the employee to 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.

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

1. The employee must fulfill all Federal regulations and have a current Driver's License authorizing the individual to operate the size school bus the individual is being hired to drive.
2. The employee must meet any requirement of the State of Arkansas.
3. The employee must meet all local requirements created by the Board of Education of Conway Public Schools.
4. The employee must have undergone a physical examination which shall include a drug test by a licensed physician or advanced practice nurse within the past two years.
5. The employee will be required to submit to random drug screening as outlined by federal, state and local requirements.
6. The employee must have a current valid certificate of school bus driver in-service training.

Each person's initial employment for a job entailing a safety-sensitive function is conditioned upon:

- The district receiving a negative drug test result for that employee;
- The employee submitting an electronic authorization through the Clearinghouse for the District to run a full query of the employee's information in the Clearinghouse; and
- The employee's signing a written authorization for the District to request information from:
 - The Database; and
 - Any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two (2) years prior to the date of the employee's application.

All employees who perform safety-sensitive functions shall annually submit a written authorization for the District to conduct a limited query of the employee's

information from the Clearinghouse. The District shall perform a limited query of all employees who perform safety-sensitive functions at least once each school year. If the District's limited query of the Clearinghouse shows that information exists in the Clearinghouse that may prohibit the employee from performing safety-sensitive functions, the District shall conduct a full query of the Clearinghouse on the employee within twenty-four (24) hours of conducting the limited query. If the District is unable to conduct a full query with twenty-four (24) hours due to the twenty-four (24) hours falling on a weekend, holiday, or other day the District is closed or due to the failure of the employee to authorize the District to receive information resulting from the full query of the Clearinghouse, the employee shall not be permitted to perform any safety-sensitive function until the District conducts the full query and the results confirm that the employee's Clearinghouse record contains no prohibitions on the employee performing safety-sensitive functions.

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")

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.

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

Consequences for Violations

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, 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 workday that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulable observations concerning the behavior, speech, or body odors of the driver. The superintendent or his/her designee shall require the driver to submit to "reasonable suspicion" tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver, the superintendent or his/her designee shall remove the driver from reporting for or remaining on duty for a minimum of twenty-four (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 are 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 twenty-four (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.

Reporting Requirements

The District shall report the following information about an employee who performs safety-sensitive functions to the Clearinghouse by the close of the third (3rd) business day following the date the District obtained the information:

1. An alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
2. A negative return-to-duty test result;
3. A refusal to take an alcohol test;
4. A refusal to test determination; however, if the refusal to test determination is based on the employee's admission of adulteration or substitution of the

specimen, the District shall only report the admissions made to the specimen collector; and

5. A report that the driver has successfully completed all follow-up tests as prescribed in the Substance Abuse Professional report.

The District shall report the following violations for an employee who performs safety-sensitive functions by the close of the third (3rd) business day following the date the District obtains actual knowledge of:

1. On-duty alcohol use;
2. Pre-duty alcohol use;
3. Alcohol use following an accident; and
4. Controlled substance use.

Legal Reference: A.C.A. § 6-19-108
A.C.A. § 6-19-119
A.C.A. § 27-23-105
A.C.A. § 27-51-1504
A.C.A. § 27-23-201 et seq.
49 C.F.R. § 382-101 – 605
49 C.F.R. § part 40
49 C.F.R. § 382.701 et seq.
49 C.F.R. § 383.5
49 C.F.R. § 390.5
Arkansas Division of Academic Facilities and Transportation Rules Governing Maintenance and Operations of Arkansas Public School Buses and Physical Examinations of School Bus Drivers

Date Adopted: June 12, 2007

Last Revised: April 13, 2021

3.8 – LICENSED 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 (1) day of sick leave per contracted month, or major part thereof. Sick leave will be credited up front beginning on the first day worked of the current contracted year.
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. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.
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 employee.
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 licensed employees shall be allowed sick leave with full pay at the rate of one (1) day per contracted month or greater portion thereof beginning with the first day of employment. If any licensed 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. If an employee resigns or leaves a position for any reason before the end of the school term, the district will deduct from

his/her last paycheck full compensation for any days of sick leave used in excess of the number of days earned.

The district shall credit one (1) day of sick leave to a licensed employee if the employee used one (1) day of sick leave on a mandatory professional development day and made up the missed mandatory professional day on a noncontract day.

A licensed 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 principal and/or supervisor, sick leave may be approved for an employee to attend the funeral of a person who is not related to the employee.

The District requires a written statement from the employee's health care provider when the employee is absent more than three (3) consecutive days due to illness. Failure to provide such documentation of illness may result in sick leave not being paid or in discipline up to and including termination. The District will require a "Fitness for Duty" report prior to employee's being restored to full regular duties for absences due to surgery, hospitalization or illness under a doctor's care. A health care provider's statement is also required if sick leave is used for immediate/extended family members.

An employee's excessive absenteeism for whatever cause that prohibits the employee from carrying out his/her assigned duties to the degree that the education of students or the efficient operation of a school or the District is substantially adversely affected (at the determination of the principal and/or supervisor and Superintendent) may be subject to the review of his/her supervisor and may result in termination.

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

Payment for Accumulated Sick Leave

Licensed employees that have accumulated sick leave in excess of one hundred and twenty (120) days will earn 100% of teacher sub pay rate (substitute teacher

salary schedule "S") for each day after one hundred and twenty (120). Payments will be made at the end of each contract year.

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 five (5) workdays. If the leave is intermittent as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accumulated (sick leave, personal leave, vacation, etc.), any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave (including once an employee exhausts his/her accumulated sick leave, personal or vacation leave.)

Sick Leave and Outside Employment

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

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

Date Adopted: May 12, 1987

Last Revised: May 12, 2020

3.8.1 – LICENSED PERSONNEL BEREAVEMENT LEAVE

Definitions

1. “Parent” – person who nurtures and raises a child up to age 18. This parent must be related by blood, adoption or marriage. This does not include in-laws.
2. “Child” – a son or daughter of any age who is related by birth, adoption or through legal guardianship.

Upon suffering the death of a spouse, child, parent, or “legal guardian” any licensed 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 licensed 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. If parent(s) or legal guardian(s) are deceased, no other person or persons may be substituted.

Adopted: May 12, 1987

Revised: April 9, 2013

3.9 – LICENSED PERSONNEL CATASTROPHIC SICK LEAVE

Definition

Catastrophic Leave is established for the purpose of permitting employees upon approval to obtain sick leave in excess of accumulated and current sick leave when the employee has exhausted all such leave. 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/supervisor 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 by September 1st of each school year.
2. If a participant has no earned sick days to contribute to replenish the sick bank, membership ceases until the earned day can be contributed the following year.
3. In the event more days are requested than exist in the pool, another solicitation of donors will be conducted.
4. 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.
5. Catastrophic sick leave days will not be issued retroactively.

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.
- 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 will carry forward into the next school year.
- If a member is incapacitated, the Superintendent or Designee may instruct the committee to transact the actions necessary for the employee to obtain days from the Catastrophic Leave Bank.

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.
- 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. The employee will not be eligible to withdraw from the Catastrophic Leave Bank for elective surgery. No leave will be granted beyond the date certified by a 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 "fit" 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.

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 who donate to the Catastrophic Leave Bank in the year they serve. A nurse may be appointed/consulted if needed.
- 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 Catastrophic days by qualified applicants. If the information provided to the Committee is deemed by a majority of the Committee to be insufficient, the Committee may require additional information or deny the employee's request at its discretion.
- The decision of the committee regarding the use of Catastrophic days by an applicant shall be in writing to the applicant and to the superintendent or designee.
- The Committee shall have the authority to grant, reduce or deny any request. However, the Committee may grant no request, or any granted time may be withdrawn when the employee accepts retirement, is approved for Social Security Disability, or the employee returns to work.
- The decision of the committee is final.

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: June 12, 1979

Last Revised: April 13, 2021

3.10 – LICENSED PERSONNEL PLANNING TIME

A master schedule shall be created by the building level principal or designee indicating when each teacher's planning period and scheduled lunch period will be. Planning time is for the purpose of scheduling conferences, instructional planning, and preparation. Each teacher will have the option of scheduling these activities during his/her designated planning time. During planning time, licensed 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 – LICENSED PERSONNEL PERSONAL LEAVE

Licensed 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 and/or as permitted by policy 3.32-LICENSED PERSONNEL FAMILY MEDICAL LEAVE) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination 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 licensed employee having completed five (5) through ten (10) years of employment in the Conway Public School District shall have the option of using one (1) of his/her current sick leave days as a personal leave day. This would make available three (3) days personal leave days for each year respectively.

A licensed 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: April 9, 2013

3.12 – LICENSED 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 – LICENSED PERSONNEL EXTENDED PROFESSIONAL LEAVE

When a licensed 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. Licensed 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 licensed employee will be reassigned to a licensed position upon returning from professional leave.
8. The licensed 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 – LICENSED 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 sick leave will be granted for the employee's participation in such public office. The employee may take personal leave or vacation time (if applicable). 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: April 9, 2013

3.14 – LICENSED PERSONNEL JURY DUTY

Employees are not subject to discharge, loss of sick leave, loss of vacation time or any other penalty due to absence from work for jury duty upon giving reasonable notice to the 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 – LICENSED PERSONNEL LEAVE – COURT SUBPOENAED

Licensed 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 – LICENSED PERSONNEL LEAVE – INJURY FROM ASSAULT

Any licensed 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. Licensed 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 licensed 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 – LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

Pre-kindergarten through sixth grade teachers shall be allotted the amount required by law to be used by the teacher in his/her classroom for 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 allotted the greater of:

1. Twenty dollars (\$20) per student enrolled in the teacher's class for more than fifty percent (50%) of the school day at the end of the first three (3) months of the school year; or
2. Five hundred dollars (\$500).

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 within an approved purchase order. 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: April 14, 2015

3.18 – LICENSED 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 workday; 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.

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

Sick Leave and Outside Employment

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

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

Date Adopted: June 12, 2007

Last Revised: April 14, 2015

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 – LICENSED 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 Division of Elementary and Secondary Education as a condition of employment.

All prospective employees must fill out an application form provided by the District in addition to providing a complete résumé with specifications required by the Conway Public School District. All of the information provided is to be placed in the personnel file of those employed.

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

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

All teachers who begin employment in the 2021-2022 school year and each school year thereafter shall demonstrate proficiency or awareness in knowledge and practices in scientific reading instruction as is applicable to their teaching position by completing the prescribed proficiency or awareness in knowledge and practices of the scientific reading instruction credential either as a condition of licensure or within one (1) year for teachers who are already licensed or employed as a teacher under a waiver from licensure.

Before the superintendent may make a recommendation to the Board that an individual be hired by the District, the superintendent or his/her designee shall check the Arkansas Educator Licensure System to determine if the individual has a currently suspended or revoked teaching license. An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity.

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.

Inquiries on nondiscrimination may be directed to the Director of Assessment and Accountability/Title IX Coordinator, who may be reached at 450-4800, 2220 Prince Street, Conway, AR 72034.

Any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator in person or by using the mailing address or telephone number provided above. A report may be made at any time, including during non-business hours, and may be on the individual's own behalf or on behalf of another individual who is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment.

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

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

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

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

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

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

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

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

Legal References: Division of Elementary and Secondary Education Rules Governing
Background Checks
A.C.A. § 6-17-301
A.C.A. § 6-17-410
A.C.A. § 6-17-428
A.C.A. § 6-17-411
A.C.A. § 21-3-302
A.C.A. § 21-3-303
28 C.F.R. § 35.106
34 C.F.R. § 100.6
29 C.F.R. part 1635
34 C.F.R. § 104.8
34 C.F.R. § 106.8
34 C.F.R. § 106.9
34 C.F.R. § 108.9
34 C.F.R. § 110.25

Date Adopted: June 30, 2005

Last Revised: April 13, 2021

3.20 – LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

It is the responsibility of the employee to determine the appropriate supervisor from which he/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 – LICENSED PERSONNEL USE OF TOBACCO, ELECTRONIC NICOTINE DELIVERY SYSTEMS, AND RELATED PRODUCTS

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

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

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: January 16, 1992

Last Revised: April 13, 2021

3.22 – DRESS OF LICENSED 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 – LICENSED PERSONNEL POLITICAL ACTIVITY

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

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

1. Using students for preparation or dissemination of campaign materials;
2. Distributing 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.

Legal References: A.C.A. § 6-16-122
 A.C.A. § 7-1-103
 A.C.A. § 7-1-111

Date Adopted: June 12, 2007

Last Revised:

3.24 – LICENSED PERSONNEL GRIEVANCES

If concerns cannot 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

“Employee” means any person employed under a written contract by this school district.

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

“Group Grievance” means a grievance that may be filed as a group if all of the following criteria are met and the group’s issue is a subject that may be grieved under this policy’s definition of grievance:

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.

Simply meeting all of the criteria above alone does not ensure that the subject presented by the group is eligible to be grieved.

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

“Working day” means 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 believes that he/she has a grievance (except for a grievance concerning back pay) shall present the matter IN WRITING - utilizing the LICENSED EMPLOYEE GRIEVANCE FORM – to his/her immediate supervisor within five (5) working days of the date the concern was not resolved. The supervisor with whom the grievance is filed shall schedule a conference with the employee to hear the employee’s potential grievance that shall be held no later than (5) working days after the supervisor is informed of the existence of the potential grievance and offer the employee an opportunity to have a witness or representative who is not a member of the employee’s immediate family present at their conference. The supervisor 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 grievance is not advanced to Step 2 within five (5) working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

STEP 2: If the concern has not been resolved, he/she shall present it to the superintendent’s designee IN WRITING – utilizing the LICENSED 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. It must cite the manner in which the specific personnel policy was violated that has given rise to the grievance. 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 LICENSED 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 LICENSED EMPLOYEE GRIEVANCE FORM – to the president of the Conway Public School District Board of Directors 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 Directors 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 Directors or his/her designee: (1) Step 4 appeal; (2) a copy of the Step 1, Step 2, and Step 3 decisions. Based on a review of the Step 3 Grievance Form and the superintendents reply, the Board shall:

- a. For a grievance filed as an individual, determine if the grievance, on its face, is a subject that may be grieved under district policy.
- b. For a grievance that is filed as a group grievance, review the composition of the group and either:
 - Rule that the group has met the requirements to qualify as a group grievance and then determine whether the matter of the grievance is, on its face, a subject that may be grieved under District policy; or

- Rule that the composition of the group does not meet the definition of a group grievance under District policy.

If the Board rules that the grievance, whether filed as an individual or as a group, is not a subject that may be grieved, the matter shall be considered closed. If the Board rules that the composition of the group does not meet the definition of a group grievance under District policy, employees who had filed a grievance as part of a group grievance that the Board ruled to not meet the policy's definition of a group grievance may choose to subsequently file an individual grievance by starting with Step 1 of the process; in such cases, a grievance will be considered to be timely filed if the notification of the employee's supervisor requirement under Step 1 is made within five (5) work days of the Board meeting where the Board ruled that the proposed group grievance did not meet the policy's definition of a group grievance.

If the Board rules the grievance to be a subject that may be grieved, they shall immediately commence a hearing on the grievance. 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 Directors 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 Directors 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 13, 2021

3.25 – LICENSED 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.

The District believes the best policy to create an educational and work environment free from sexual harassment is prevention; therefore, the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sexual harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to:

- The nature of sexual harassment;
- The District’s written procedures governing the formal complaint grievance process;
- The process for submitting a formal complaint of sexual harassment;
- That the district does not tolerate sexual harassment;
- That students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences;
- The supports that are available to individuals suffering sexual harassment; and
- The potential discipline for perpetrating sexual harassment.

Definitions

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Education program or activity” includes locations, events, or circumstances where the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

“Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting an investigation of the allegation of sexual harassment.

“Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

“Sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee:
 - a. Conditions the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct; or
 - b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual.
2. The conduct is:
 - a. Unwelcome; and
 - b. Determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity; or
 - c. Constitutes:
 - i. Sexual assault;
 - ii. Dating violence;
 - iii. Domestic violence; or
 - iv. Stalking.

“Supportive measures” means individualized services that are offered to the complainant or the respondent designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party. The supportive measures must be non-disciplinary and non-punitive in nature; offered before or after the filing of a formal complaint or where no formal complaint has been filed; and offered to either party as appropriate, as reasonably available, and without fee or charge. Examples of supportive measures include, but are not limited to: measures designed to protect the safety of all parties or the

District's educational environment, or deter sexual harassment; counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; campus escort services; mutual restrictions on contact between the parties; changes in work or class locations; leaves of absence; and increased security and monitoring of certain areas of the campus.

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

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is or is not sexual harassment will depend upon all of the surrounding circumstances and may occur regardless of the sex(es) of the individuals involved. Depending upon such circumstances, examples of sexual harassment include but are not are not limited to the following:

- Making sexual propositions or pressuring for sexual activities;
- Unwelcome touching;
- Writing graffiti of a sexual nature;
- Displaying or distributing sexually explicit drawings, pictures, or written materials;
- Performing sexual gestures or touching oneself sexually in front of others;
- Telling sexual or crude jokes;
- Spreading rumors related to a person's alleged sexual activities;
- Discussions of sexual experiences;
- Rating other students as to sexual activity or performance;
- Circulating or showing e-mails or Web sites of a sexual nature;
- Intimidation by words, actions, insults, or name calling; and
- Teasing related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is

homosexual, regardless of whether or not the student self-identifies as homosexual or transgender.

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 sexual harassment. If the District staff member who received a report of alleged sexual harassment is not the Title IX Coordinator, then the District staff person shall inform the Title IX Coordinator of the alleged sexual harassment. As soon as reasonably possible after receiving a report of alleged sexual harassment from another District staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

- Discuss the availability of supportive measures;
- Consider the complainant's wishes with respect to supportive measures;
- Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
- Explain to the complainant the process for filing a formal complaint.

Supportive Measures

The District shall offer supportive measures to both the complainant and respondent that are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party before or after the filing of a formal complaint or where no formal complaint has been filed. The District shall provide the individualized supportive measures to the complainant unless declined in writing by the complainant and shall provide individualized supportive measures that are non-disciplinary and non-punitive to the respondent. A complainant who initially declined the District's offer of supportive measures may request supportive measures at a later time and the District shall provide individualized supportive measures based on the circumstances when the subsequent request is received.

Formal Complaint

A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by email. Upon receipt of a formal complaint, a District shall simultaneously provide the following written notice to the parties who are known:

- Notice of the District's grievance process and a copy of the procedures governing the grievance process;
- Notice of the allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include:
 - The identities of the parties involved in the incident, if known;
 - The conduct allegedly constituting sexual harassment; and
 - The date and location of the alleged incident, if known.
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
- That the parties may inspect and review evidence relevant to the complaint of sexual harassment; and
- That the District's personnel policies and code of conduct prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the previous notice, the District shall simultaneously provide notice of the additional allegations to the parties whose identities are known.

The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated formal complaints

so that the grievance process involves more than one complainant or more than one respondent, references to the singular “party”, “complainant”, or “respondent” include the plural, as applicable.

When investigating a formal complaint and throughout the grievance process, a District shall:

- Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the District and not on the parties;
- Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or access, consider, disclose, or otherwise use a party’s records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional’s or paraprofessional’s capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party’s voluntary, written consent or that party’s voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process;
- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

- Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation; this includes evidence:
 - Whether obtained from a party or other source;
 - The District does not intend to rely upon in reaching a determination regarding responsibility; and
 - That is either inculpatory or exculpatory.
- Create an investigative report that fairly summarizes relevant evidence.

At least ten (10) days prior to completion of the investigative report, the District Shall send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties shall have at least ten (10) days to submit a written response to the evidence. The investigator will consider the written responses prior to completion of the investigative report. All evidence subject to inspection and review shall be available for the parties' inspection and review at any meeting to give each party equal opportunity to refer to such evidence during the meeting.

After the investigative report is sent to the parties, the decision-maker shall:

- Provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;
- Provide each party with the answers;
- Allow for additional, limited follow-up questions from each party; and
- Provide an explanation to the party proposing the questions any decision to exclude a question as not relevant. Specifically, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Following the completion of the investigation period, the decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility. The written determination shall include:

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including:
 - a. Any notifications to the parties;
 - b. Interviews with parties and witnesses;
 - c. Site visits;
 - d. Methods used to gather other evidence; and
 - e. Hearings held.
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the District's personnel policies or code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including:
 - a. A Determination regarding responsibility;
 - b. Any disciplinary sanctions imposed on the respondent; and
 - c. Whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
 - d. The procedures and permissible bases for the complainant and respondent to appeal.

The written determination shall be provided to the parties simultaneously. The determination regarding responsibility shall become final on the earlier of:

- If an appeal is not filed, the day after the period for an appeal to be filed expires; or

- If an appeal is filed, the date the written determination of the result of the appeal is provided to the parties.

The District shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved; did not occur in the District's education program or activity; or did not occur against a person in the United States, then the District shall dismiss the complaint as not meeting the definition of sexual harassment under this policy. A dismissal for these reasons does not preclude action under another provision of the District's personnel policies or code of conduct.

The District may dismiss the formal complaint or any allegations therein, if at any time during the grievance process:

- The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- The respondent is no longer enrolled at the District; or
- Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon the dismissal of a formal complaint for any reason, the District shall promptly send written notice of the dismissal and reason(s) for the dismissal simultaneously to the parties.

The District may hire an individual or individuals to conduct the investigation or to act as the determination-maker when necessary.

Appeals

Either party may appeal a determination regarding responsibility or from a dismissal of a formal complaint or any allegations therein, on the following bases:

- a. The existence of a procedural irregularity that affected the outcome of the matter;
- b. Discovery of new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;

- c. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter; or
- d. An appeal of the disciplinary sanctions from the initial determination.

For all appeals, the District shall:

1. Notify the other party in writing when an appeal is filed;
2. Simultaneously provide all parties a written copy of the District's procedures governing the appeal process;
3. Implement appeal procedures equally for both parties;
4. Ensure that the decision-maker for the appeal is not the same person as the decision-maker that reached the original determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator;
5. Provide all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
6. Issue a written decision describing the result of the appeal and the rationale for the result; and
7. Provide the written decision simultaneously to both parties.

Confidentiality

Reports of sexual harassment, both informal reports and formal complaints, will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to:

- Individuals who are responsible for handling the District's investigation and determination of responsibility to the extent necessary to complete the District's grievance process;
- Submit a report to the child maltreatment hotline;
- Submit a report to the Professional Licensure Standards Board for reports alleging sexual harassment by an employee towards a student; or

- The extent necessary to provide either party due process during the grievance process.

Except as listed above, the District shall keep confidential the identity of:

- Any individual who has made a report or complaint of sex discrimination;
- Any individual who has made a report or filed a formal complaint of sexual harassment;
- Any complainant;
- Any individual who has been reported to be the perpetrator of sex discrimination;
- Any respondent; and
- Any witness.

Any supportive measures provided to the complainant or respondent shall be kept confidential to the extent that maintaining such confidentiality does not impair the ability of the District to provide the supportive measures.

Administrative Leave

The District may place a non-student employee respondent on administrative leave during the pendency of the District's grievance process.

Retaliation Prohibited

Employees who submit a report or file a formal complaint of sexual harassment; testified; assisted; or participate or refused to participate in any manner in an investigation, proceeding, or hearing on sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats; intimidation; coercion; discrimination; or charges for personnel policy violations that do not involve sex discrimination or sexual harassment, arise out of the same facts or circumstances as a report or formal complaint of sex discrimination, and are made for the purpose of interfering with any right or privilege under this policy. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by District officials, students, or third parties.

Disciplinary Sanctions

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. Following the completion of the District's grievance process, any employee who is found by the evidence to more likely than not have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. No Disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

Employees who knowingly fabricate allegations of sexual harassment or purposely provide inaccurate facts shall be subject to disciplinary action up to and including termination. A determination that the allegations do not rise to the level of sexual harassment alone is not sufficient to conclude that any party made a false allegation or materially false statement in bad faith.

Records

The District shall maintain the following records for a minimum of seven (7) years:

- Each sexual harassment investigation including:
 - Any determination regarding responsibility;
 - Any disciplinary sanctions imposed on the respondent;
 - Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
 - Any appeal and the result therefrom.
- All materials used to train Title IX Coordinators, investigators, and decision-makers;
- Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, which must include:
 - The basis for the District's conclusion that its response was not deliberately indifferent; and
 - Documentation:

- If supportive measures were provided to the complainant, the supportive measures taken designed to restore or preserve equal access to the District's education program or activity; or
- If no supportive measures were provided to a complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

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.
20USC1681 et seq.
A.C.A. § 6-15-1005 (b) (1)
A.C.A. § 6-18-502
A.C.A. § 12-18-102

Date Adopted: June 12, 2007

Last Revised: April 13, 2021

3.26 – LICENSED 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 – LICENSED 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

3.27.1 – LICENSED 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:

3.27.2 – LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

The Conway Public School District agrees to allow employees to use the district's technology to access the Internet under the following terms and conditions:

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

- i. Gaining or attempting to gain unauthorized access to resources or files;
 - j. Identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
 - k. Using the network for financial or commercial gain without district permission;
 - l. Theft or vandalism of data, equipment, or intellectual property;
 - m. Invading the privacy of individuals other than when required by the employee's job duties;
 - n. Using the internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
 - o. Introducing a virus to, or otherwise improperly tampering with, the system;
 - p. Degrading or disrupting equipment or system performance;
 - q. Creating a web page or associating a web page with the school or school district without proper authorization;
 - r. Attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
 - s. Providing access to the District's Internet Access to unauthorized individuals;
 - t. Taking part in any activity related to Internet use that creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
 - u. Making unauthorized copies of computer software;
 - v. Personal use of computers during instructional time; or
 - w. Installing software on district computers without prior approval of the Information Technology Security Officer or his/her designee except for District technology personnel as part of their job duties.
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: By using the Internet through the District's access, he/she waives any right to privacy the employee may have for such use. 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.

Date Adopted: May 12, 2020

Last Revised:

3.27.3 – LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS

Definitions

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

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

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

Policy

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

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

Public School employees are, and always have been, held to a high standard of behavior. Staff members are reminded that whether specific sorts of contacts are permitted or not specifically forbidden by policy, they will be held to a high standard

of conduct in all their interactions with students. Failure to create, enforce, and maintain appropriate professional and interpersonal boundaries with students could adversely affect the District's relationship with the community and jeopardize the employee's employment with the district.

The Division of Elementary and Secondary Education (DESE) *Rules Governing the Code of Ethics for Arkansas Educators* requires District staff to maintain a professional relationship with each student, both in and outside the classroom. The School Board of Directors encourages all staff to read and become familiar with the Rules. Conduct in violation of the DESE *Rules Governing the Code of Ethics for Arkansas Educators*, including, but not limited to conduct relating to the inappropriate use of technology or online resources, may be reported to the Professional Licensure Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

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

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

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

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

action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

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

Privacy of Employee's Social Media Accounts

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

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

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

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

In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accordance with other District policy for using district equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, other electronic device, or use of the District's network. (See policy 3.27—LICENSED PERSONNEL COMPUTER USE POLICY)

Cross Reference: 3.27—LICENSED PERSONNEL COMPUTER USE POLICY

Legal References: A.C.A. § 11-2-124
DESE Rules Governing The Code Of Ethics For Arkansas Educators

Date Adopted: May 12, 2020

Last Revised:

3.28 – LICENSED PERSONNEL SCHOOL CALENDAR

The superintendent/designee 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 District shall not establish a school calendar that hinders with any scheduled testing that might jeopardize or limit the valid assessment and comparison of student learning gains.

The Conway Public School District shall operate by the currently adopted calendar.

Legal References: A.C.A. § 6-15-2907(f)
A.C.A. § 6-17-201
DESE Rules Governing the Arkansas Educational Support and Accountability Act

Date Adopted: June 12, 2007

Last Revised: April 14, 2020

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), legal guardian(s), or care-giving adult or adults in a student's home to discuss the student's academic progress unless the student has been placed in the custody of the Department of Human Services and the school has received a court order prohibiting parent or legal guardian participation in parent/teacher conferences 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: April 15, 2014

3.30 – DRUG FREE WORKPLACE – LICENSED PERSONNEL

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

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

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

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

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

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

Legal References: 41 USC § 702, 703, and 706
41 U.S.C. § 8101, 8103, and 8104
A.C.A. § 11-9-102
A.C.A. § 17-80-117

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3.31 – LICENSED PERSONNEL FAMILY MEDICAL LEAVE

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

SECTION ONE - FMLA LEAVE GENERALLY

Definitions:

“Eligible Employee” is an employee who has:

1. Been employed by the District for at least twelve (12) months, which are not required to be consecutive; and
2. Performed at least 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.¹

“FMLA” is the acronym for the Family and Medical Leave Act

“Health Care Provider” is

- a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
- b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
- c. Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;

- d. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement; or
- e. Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

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

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

“Next of Kin” means the nearest blood relative of that individual.

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

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

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

A "Year" is the twelve (12) month period of eligibility beginning on July first of each school-year.

Policy

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

Leave Eligibility

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

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

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

A husband and wife who are both eligible employees employed by the District may not take more than a combined total of twelve (12) weeks of FMLA leave for reasons 1, 2, or to care for a parent under number 3.

PROVISIONS APPLICABLE TO BOTH SECTIONS ONE AND TWO

District Notice to Employees

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

Designation Notice to Employee

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

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

Employees who receive notification that the leave request does not qualify under the FMLA are expected to return to work; further absences that are not otherwise excused could lead to discipline for excessive absences, or termination for job abandonment.

Concurrent Leave under the FMLA

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

An employee who does not have enough accrued leave to cover the number of days of FMLA leave taken shall not have his/her number of contract days altered because some of the FMLA leave taken was unpaid.

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

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

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

Health Insurance Coverage

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

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

deductions or by other means against any monies owed the employee by the District.

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

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

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

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

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

Reporting Requirements During Leave

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

Return to Previous Position

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

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

Leave Acquired Through Fraud

If it is discovered that an employee engaged in fraud or otherwise provided the District with documentation that includes a material misrepresentation of fact in order to receive FMLA leave, the District may discipline the employee up to and including termination.

PROVISIONS APPLICABLE TO SECTION ONE

Employee Notice to District

Foreseeable Leave

When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

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

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

If the need for FMLA leave is foreseeable less than thirty 30 days in advance, the employee shall notify the District as soon as practicable. If the employee fails to notify as soon as practicable, the District may delay granting FMLA leave for the number of days equal to the difference between the number of days in advance

that the employee should have provided notice and when the employee actually gave notice.

Unforeseeable Leave

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

Medical Certification

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

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

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

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

No second or third opinion on recertification may be required.

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

Substitution of Paid Leave

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

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

FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. An employee who is absent from work due to a workplace injury that qualifies for FMLA leave and who is receiving temporary disability benefits from a Workers' Compensation claim, will utilize any accumulated sick, personal, or vacation leave to cover the waiting period or to bring the amount of combined income to 100% of his/her usual contracted pay (unless the employee gives the school district written notice not to use sick, personal, or vacation leave days in this manner). No employee may realize a net compensation gain from a combination of Workers' Compensation benefits and sick, personal, or vacation leave. Leave days used for workplace injuries will not be restored to the employee.

Return to Work

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

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

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

Failure to Return to Work

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

Intermittent or Reduced Schedule Leave

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

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

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

When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional, eligible employees for the period of

scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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

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

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

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

Instructional employees are not required to request intermittent leave when the instructional employee's FMLA leave spans a period when school is closed, such as for winter, spring, or summer breaks; in addition, the time the school is closed is

not counted when calculating the amount of FMLA leave the instructional employee has used.

Leave Taken by Eligible Instructional Employees near the End of the Semester

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

Leave More Than Five (5) Weeks Prior to End of the Semester

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

1. The leave is of at least three (3) weeks' duration; and
2. The return to employment would occur during the three (3) -week period before the end of the semester.

Leave Less Than Five (5) Weeks Prior to End of the Semester

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

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

Leave Less Than Three (3) Weeks Prior to End of the Semester

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

SECTION TWO

FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

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

Qualifying Exigency

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

Definitions

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

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

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

EMPLOYEE NOTICE TO DISTRICT

Foreseeable Leave

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

Unforeseeable Leave

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

Leave Taken By an Eligible Instructional Employee More Than Five (5) Weeks Prior To End Of the Semester

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

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

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

SERIOUS ILLNESS

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

Definitions:

"Covered Service Member" is:

- a. 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.

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

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

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

“Serious Injury or Illness”

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

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

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

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

eligible employee may take to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury.

If a husband and wife are both eligible employees employed by the District, the husband and wife are entitled to a combined total of twenty-six (26) weeks of leave during one twelve (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. The leave taken by a husband and wife who care for such a covered service member continues to be limited to a total of twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency during a year, as defined in this policy, regardless of whether or not the husband and wife uses less than a combined total of fourteen (14) weeks to care for a covered service member with a serious injury or illness; moreover, the husband and wife's twelve (12) weeks are combined when taken for reasons 1, 2, or to care for a parent under reason 3 in Section One.

For example, a husband and wife who are both eligible employees and who care for such a covered service member for sixteen (16) weeks during a twelve (12) month period could:

1. Each take up to ten (10) weeks for reason 4 in section 1 or a qualifying exigency;
2. Take a combined total of ten (10) weeks for reasons 1, 2, or to care for a parent under reason 3 in Section One; or
3. Take a combination of numbers 1 and 2 that totals ten (10) weeks of leave.

Medical Certification

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

EMPLOYEE NOTICE TO DISTRICT

Foreseeable Leave

When the need for leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury is clearly foreseeable at

least thirty (30) days in advance, the employee shall provide the District with not less than thirty (30) days' notice before the date the employee intends for the leave to begin for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until (30) days after the date the employee provides notice.

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

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

Unforeseeable Leave

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury shall provide the District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave.

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

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

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

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

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

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

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

Leave Taken By Eligible Instructional Employees Near the End of the Academic Semester

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

Leave More Than Five (5) Weeks Prior to End of the Semester

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

- a. the leave is of at least three (3) weeks' duration; and

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

Leave Less Than Five (5) Weeks Prior to End of the Semester

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

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

Leave Less Than Three (3) Weeks Prior to End of the Semester

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

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

Date Adopted: May 12, 2009
Last Revised: April 13, 2021

3.31.1 – LICENSED PERSONNEL COVID EMERGENCY LEAVE

In accordance with Commissioner’s Memo COM-21-014, the District provides up to an additional ten (10) days of paid leave for its employees who meet both of the following requirements:

1. The employee is ordered by the District, a medical professional, or the Arkansas Department of Health (ADH) to quarantine or isolate due to COVID-19 for one of the following reasons:
 - i. Testing positive for COVID-19;
 - ii. Experiencing COVID-19 symptoms and seeking a medical diagnosis; or
 - iii. Is a probable close contact or close contact.; and
2. The employee’s job duties are not able to be performed remotely.

Upon notification that an employee has received a quarantine or isolation order, the District shall review whether the employee has applicable leave remaining under the Families First Coronavirus Response Act (FFCRA) and this policy.

- If an employee has applicable leave under the FFCRA and this policy:
 - The District shall ask the employee if the employee wishes to use the applicable FFCRA leave or the COVID Emergency Leave first;
 - The District shall use available leave under the FFCRA first if the employee is unable or unwilling to make an alternative selection;
 - The District shall use the employee’s leave selection until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee’s selected leave;
 - The District shall automatically switch the employee to the other form of leave, if available, should the employee’s quarantine or isolation order last longer than the employee’s selected leave; and
 - The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee’s quarantine or isolation order last longer than the employee’s available leave under the FFCRA or this policy.

- If an employee has applicable leave under the FFCRA or this policy but not both:
 - The District shall use the employee's available leave until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee's available leave; and
 - The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee's quarantine or isolation order last longer than the employee's available leave under the FFCRA or this policy.
- If an employee has no leave remaining under this policy or applicable leave under the FFCRA, then the District shall use another form of applicable District provided paid leave, if available.

An employee who receives COVID Emergency Leave shall be paid the employee's full daily rate of pay for up to ten (10) days. The ten (10) days of COVID Emergency Leave may, but is not required to, run consecutively. An employee shall not have days charged against the number the employee is eligible for under this policy for days when the employee is not expected to perform duties, such as holidays. The ten (10) days of paid leave provided under this policy shall be used for eligible leave before other forms of District provided paid leave are used, including sick leave, personal leave, and vacation.

An employee shall not be eligible to receive the ten (10) days of paid leave under this policy due to:

- The need to care for another individual due to the individual's positive COVID test, quarantine order, or isolation order; or
- The closure of the school or place of care of the employee's child.

An employee's eligibility to receive paid leave under this policy expires on the earlier of:

- a. Governor Hutchinson or the Arkansas General Assembly declares an end to the COVID-19 state of emergency; or
- b. The expiration of the FFCRA or the expiration of the subsequent Federal Act, if any, extending the provisions of the FFCRA.

Cross References: 3.8 – LICENSED PERSONNEL SICK LEAVE
3.11 – LICENSED PERSONNEL PERSONAL LEAVE
3.13 – LICENSED PERSONNEL EXTENDED PROFESSIONAL LEAVE
3.31 – LICENSED PERSONNEL FAMILY MEDICAL LEAVE

Legal References: Commissioner's Memo COM-21-014
29 C.F.R. Part 826

Date Adopted: October 13, 2020

Last Revised:

3.32 – ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL

From time to time extra duties may be assigned to licensed 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 – LICENSED PERSONNEL CELL PHONE USE

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

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

Except when authorized in Policy 8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, all employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.

Except when authorized in Policy 8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, no employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to and including termination.

Date Adopted: June 12, 2007

Last Revised: May 12, 2020

3.34 – LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL

For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act (A.C.A. §§ 6-17-1501 et seq.) and the Teacher Excellence and Support System (A.C.A. §§ 6-17-2801 et seq.)

Copies of the statutes are available in each school building.

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

Date Adopted: June 12, 2007

Last Revised: April 13, 2021

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 – LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

District employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a District employee towards a student that would constitute bullying if the act had been performed by a student shall result in disciplinary action, up to and including termination. This policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor. In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

Definition:

Attribute means an actual or perceived personal characteristic including without limitation race, color, religion, ancestry, national origin, socioeconomic status,

academic status, disability, gender, gender identity, physical appearance, health condition, or sexual orientation;

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

- Physical harm to a 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. Cyberbullying;
2. Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes;
3. Pointed questions intended to embarrass or humiliate;
4. Mocking, taunting or belittling;
5. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person;
6. Demeaning humor relating to a student's actual or perceived attributes;
7. Blackmail, extortion, demands for protection money or other involuntary donations or loans;
8. Blocking access to school property or facilities;
9. Deliberate physical contact or injury to person or property;
10. Stealing or hiding books or belongings;
11. Threats of harm to student(s), possessions, or others;
12. Sexual harassment, as governed by policy 3.25, is also a form of bullying; and/or
13. Teasing or name-calling related to sexual characteristics or belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether the student self-identifies as homosexual or transgender.

"Cyberbullying" means any form of communication by electronic act that is sent with the purpose to:

- Harass, intimidate, humiliate, ridicule, defame, or threaten a student, school employee, or person with whom the other student or school employee is associated; or

- o Incite violence towards a student, school employee, or person with whom the other student or school employee is associated.

Cyberbullying of School Employees includes, but is not limited to:

- a. Building a fake profile or website of the employee;
- b. Posting or encouraging others to post on the Internet private, personal, or sexual information pertaining to a school employee;
- c. Posting an original or edited image of the school employee on the Internet;
- d. Accessing, altering, or erasing any computer network, computer data program, or computer software, including breaking into a password-protected account or stealing or otherwise accessing passwords of a school employee;
- e. Making repeated, continuing, or sustained electronic communications, including electronic mail or transmission, to a school employee;
- f. Making, or causing to be made, and disseminating an unauthorized copy of data pertaining to a school employee in any form, including without limitation the printed or electronic form of computer data, computer programs, or computer software residing in, communicated by, or produced by a computer or computer network;
- g. Signing up a school employee for a pornographic Internet site; or
- h. Without authorization of the school employee, signing up a school employee for electronic mailing lists or to receive junk electronic messages and instant messages.

Cyberbullying is prohibited whether or not the cyberbullying originated on school property or with school equipment, if the cyberbullying results in the substantial disruption of the orderly operation of the school or educational environment or 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.

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 building principal, or designee, as soon as possible.

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

District staff are required to help enforce implementation of the district's anti-bullying policy. 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; going to or from school or a school activity in a school vehicle or school bus; or at designated school bus stops. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

A building principal, or designee, who receives a credible report or complaint of bullying shall:

1. As soon as reasonably practicable, but by no later than the end of the school day following the receipt of the credible report of bullying:
 - a. Report to a parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student that their student is the victim in a credible report of bullying; and
 - b. Prepare a written report of the alleged incident of bullying;

2. Promptly investigate the credible report or complaint of bullying, which shall be completed by no later than the fifth (5th) school day following the completion of the written report.
3. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student who was the alleged victim in a credible report of bullying whether the investigation found the credible report or complaint of bullying to be true and the availability of counseling and other intervention services.
4. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis of the student who is alleged to have been the perpetrator of the incident of bullying:
 - a. That a credible report or complaint of bullying against their student exists;
 - b. Whether the investigation found the credible report or complaint of bullying to be true;
 - c. Whether action was taken against their student upon the conclusion of the investigation of the alleged incident of bullying; and
 - d. Information regarding the reporting of another alleged incident of bullying, including potential consequences of continued incidents of bullying;
5. Make a written record of the investigation, which shall include:
 - a. A detailed description of the alleged incident of bullying, including without limitation a detailed summary of the statements from all material witnesses to the alleged incident of bullying;
 - b. Any action taken as a result of the investigation; and
6. Discuss, as appropriate, the availability of counseling and other intervention services with students involved in the incident of bullying.

District employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a District employee towards a student that would constitute bullying if the act had been performed by a student shall result in disciplinary action, up to and including termination. This policy governs bullying directed towards students and is not applicable to adult on adult

interactions. Therefore, this policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor. In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

Legal References: A.C.A. § 6-18-514
DESE Rules Governing Student Discipline and School Safety

Date Adopted: June 12, 2007

Last Revised: May 12, 2020

3.37 – LICENSED 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' licensed 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 – LICENSED 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.

Licensed 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 – LICENSED PERSONNEL LICENSURE AND RE-LICENSURE

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

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

Applicants 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.

Applicants 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.

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

Legal References: A.C.A. § 6-17-401

Date Adopted: June 10, 1986

Last Revised: April 9, 2013

3.41 – LICENSED PERSONNEL SALARY CREDIT FOR GRADUATE HOURS EARNED

Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to payroll.

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

To qualify for the "bachelor's +" and "master's +" provisions of the salary schedule, all credit hours must advance an employee toward a higher degree in education or toward a new certification or area of licensure in education.

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

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

All courses to be counted toward a salary lane change must be part of a cohesive program of study; courses from disparate programs of study may not be added together to receive a salary lane change.

Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to the district business office. Employees are eligible for payment for only one master's and/or doctorate degree.

A licensed 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: April 13, 2021

3.42 – LICENSED 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.

Licensed 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 \$20.00 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 at a greater amount for unused full sick leave days for his/ her primary position if he/she meets both of the following

qualifications: (1) has worked in a full-time capacity (defined as having a contract of at least .5 FTE) 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 up to the 90th full day of unused sick leave. For any full day of unused sick leave above 90 days, the employee will be reimbursed at their daily rate of pay as of the last day of their contract.

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 11, 2017

3.43 – LICENSED 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 as long as the certificate is renewed and remains current. 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: April 15, 2014

3.44 – LICENSED 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.

Licensed 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 – LICENSED PERSONNEL RESIGNATION

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

When a licensed 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 licensed employees at the end of the year.

Date Adopted: June 12, 1979

Last Revised: April 14, 2015

3.46 – LICENSED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS

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

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

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

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

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

Date Adopted: April 8, 2008

Last Revised: April 14, 2020

3.47 – LICENSED PERSONNEL RECORDS AND REPORTS

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

Legal Reference: A.C.A. § 6-17-104

Date Adopted: April 8, 2008

Last Revised:

3.48 – LICENSED 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 district may employ personnel for a semester or a year to ensure that the educational process is not interrupted.

Eligibility

A licensed 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 licensed 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 licensed. 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 licensed 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).

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

dependent of the employee, if such spouse, son, daughter, parent or legal dependent has a serious health condition.

Date Adopted: June 10, 2008

Last Revised: April 14, 2015

3.49 – LICENSED PERSONNEL DUTIES AS MANDATED REPORTERS

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

- If the licensed employee has reasonable cause to suspect child abuse or maltreatment, then the licensed employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by (1) calling 1-800-482-5964; (2) by calling the child maltreatment hotline at 1-800-482-5964 in addition to submitting a report through fax to the child maltreatment hotline; or (3) if the employee can demonstrate that the child maltreatment, neglect, or abuse is not an emergency, then the employee may notify the child maltreatment hotline through submission of a fax only. Failure to report suspected child abuse, maltreatment, or neglect through the Hotline can lead to criminal prosecution and individual civil liability of the person who has this duty. Notification of local or state law enforcement does not satisfy the duty to report; only notification by means of the Child Abuse Hotline discharges this duty.
- If the licensed employee has a good faith belief that there is a serious and imminent threat to the public based on a threat made by an individual regarding violence in or targeted at a school that has been communicated to the licensed employee in the ordinary course of his/her professional duties, then the licensed employee shall make every attempt to immediately notify law enforcement of the serious and imminent threat to the public and have notified law enforcement within twenty-four (24) hours of learning of the serious and imminent threat to the public.

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

serious and imminent threats to the public to law enforcement in good faith are immune from civil liability and criminal prosecution.

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

Legal References: A.C.A. § 6-18-110
A.C.A. § 12-18-107
A.C.A. § 12-18-201 et.seq.
A.C.A. § 12-18-402

Date Adopted: May 12, 2009
Last Revised: April 13, 2021

3.50 – LICENSED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

The Board of Directors 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, automatic identification, data compilation devices, and technology capable of tracking the physical location of district equipment. 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 bodily privacy is reasonable and customary.

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

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

Video and/or audio surveillance records and automatic identification or data compilation 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: April 10, 2012

3.51— LICENSED PERSONNEL WORKPLACE INJURIES and WORKERS' COMPENSATION

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain any injury at work must immediately notify their immediate supervisor 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.

FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. An employee who is absent from work due to a workplace injury that qualifies for FMLA leave, and who is receiving temporary disability benefits from a Workers' Compensation claim, will utilize any accumulated sick, personal, or vacation leave to cover the waiting period or to bring the amount of combined income to 100% of his/her usual contracted pay (unless the employee gives the school district written notice not to use sick, personal, or vacation leave days in this manner). No employee may realize a net compensation gain from a combination of Workers' Compensation benefits and sick, personal, or vacation leave. Leave days used for workplace injuries will not be restored to the employee.

When an employee is off work, per the doctor's order, there is a waiting period that must be met before an employee is entitled to receive pay on a compensable workers' compensation claim. The AR Workers' Compensation Act determines the waiting period based on calendar days, including weekends and holidays.

Workers' compensation pay is 66 2/3% of the employee's average weekly wages based upon his/her rate at the time of the injury, up to a maximum weekly amount as set out by the AR Worker's Compensation Commission. The maximum rate changes every calendar year.

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: April 9, 2013

3.52 – LICENSED 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:

3.53 – DEPOSITING COLLECTED FUNDS

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit such funds they have collected on the same or next banking business day. Funds are to be kept in a secure place (night depository, safe or vault) until deposited. The superintendent or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

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

Date Adopted: April 10, 2012

Last Revised: April 9, 2013

3.54 – LICENSED PERSONNEL ETHICS

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

The Arkansas Department of Education Rules Governing the Code of Ethics for Arkansas Educators requires District staff to maintain a professional relationship with each student, both in and outside the classroom. The Board of Education encourages all staff to read and become familiar with these rules. Conduct in violation of the Rules Governing the Code of Ethics for Arkansas Educators may be reported to the Professional License Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

Date Adopted: April 9, 2013

Last Revised:

3.55 – ADMINISTRATOR EVALUATOR CERTIFICATION

Newly Hired or Promoted Administrators

Newly hired or newly promoted building level administrators as a term and condition of their acceptance of their contract of employment for their administrative position are required to obtain and maintain evaluator certification for TESS on or before December 31 of the initial administrative contract year. The superintendent will determine if this contractual requirement will apply to other newly hired or promoted district administrators. It shall constitute just and reasonable cause for non-renewal of the contract of employment for any newly hired or newly promoted administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, to fail to do so by December 31 of any contract year. No administrator may conduct a summative evaluation unless they have successfully completed all training and certification requirements for evaluators required by the DESE.

Legal Reference: Division of Elementary and Secondary Education Rules Governing The Teacher Excellence and Support System 4.05

Date Adopted: April 15, 2014

Last Revised: April 14, 2015

3.56 – OBTAINING and RELEASING STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION

Obtaining Eligibility Information

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

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

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

Releasing Eligibility Information

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

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

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

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

Legal References: Commissioner's Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018
DESE Eligibility Manual for School Meals Revised July, 2017
A.C.A. § 6-18-715
7 CFR 210.1 – 210.31
7 CFR 220.1 – 220.22
7 CFR 245.5, 245.6, 245.8
42 USC 1758(b)(6)

Date Adopted: April 15, 2014

Last Revised: April 14, 2020

3.57 – LICENSED PERSONNEL WEAPONS ON CAMPUS

Firearms

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

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

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties;
- He/she is a certified law enforcement officer, either on or off duty;
- He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot. Handgun must be kept out of sight.

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

Other Weapons

Employees may not possess any weapon, defined herein as an item designed to harm or injure another person or animal, any personal defense item such as mace or pepper spray, or any item with a sharpened blade, except those items which have been issued by the school district or are otherwise explicitly permitted (example: scissors) in their workspace.

Legal References: A.C.A. § 5-73-119
A.C.A. § 5-73-120
A.C.A. § 5-73-124(a)(2)
A.C.A. § 5-73-301
A.C.A. § 5-73-306
A.C.A. § 6-5-502

Date Adopted: April 15, 2014

Last Revised: May 12, 2020

3.58—TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM

This policy is adopted by the Board of Directors in order to bring the District into compliance with the Division of Elementary and Secondary Education rules concerning student discipline, and to incorporate the provisions of A.C.A. § 6-18-511. However, teachers should be aware that federal law governing a student's Individual Education Program (IEP) or 504 plan, or status as an individual with a disability will supersede Arkansas law.

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

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

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

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

Legal References: A.C.A. § 6-18-511
Division of Elementary and Secondary Education Rules Governing the Student Discipline and School Safety

Date Adopted: April 15, 2014
Last Revised May 12, 2020

3.59 – LICENSED PERSONNEL BUS DRIVER END of ROUTE REVIEW

Each bus driver shall walk inside the bus from the front to the back to make sure that all students have gotten off the bus after each trip. If a child is discovered through the bus walk, the driver will immediately notify the central office and make arrangements for transporting the child appropriately. If children are left on the bus after the bus walk through has been completed and the driver has left the bus for that trip, the driver shall be subject to discipline up to and including termination of the employee's classified contract.

Date Adopted: April 14, 2015

Last Revised:

3.60 – WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS

For purposes of this policy, “Family member” includes:

- An individual's spouse;
- Children of the individual or children of the individual's spouse;
- The spouse of a child of the individual or the spouse of a child of the individual's spouse;
- Parents of the individual or parents of the individual's spouse;
- Brothers and sisters of the individual or brothers and sisters of the individual's spouse;
- Anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual's spouse;
or
- Anyone acting or serving as an agent of the individual or as an agent of the individual's spouse.

No District employee, administrator, official, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds, including the District Child Nutrition Program funds if a conflict of interest exists, whether the conflict is real or apparent. Conflicts of interest arise when one or more of the following has a financial or other interest in the entity selected for the contract:

1. The employee, administrator, official, or agent;
2. Any family member of the District employee, administrator, official, or agent;
3. The employee, administrator, official, or agent’s partner; or
4. An organization that currently employs or is about to employ one of the above.

Employees, administrators, officials, or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements including, but not limited to:

- (a) Entertainment;
- (b) Hotel rooms;
- (c) Transportation;

- (d) Gifts;
- (e) Meals; or
- (f) Items of nominal value (e.g. calendar or coffee mug).

Violations of the Code of Conduct shall result in discipline, up to and including termination. The District reserves the right to pursue legal action for violations.

All District personnel involved in purchases with Federal funds, including child nutrition personnel, shall receive training on the Code of Conduct. Training should include guidance about how to respond when a gratuity, favor, or item with monetary value is offered.

Legal References: A.C.A. § 6-24-101 et seq.
 Division of Elementary and Secondary Education Rules Governing
 the Ethical Guidelines And Prohibitions For Educational
 Administrators, Employees, Board Members And Other Parties
 Commissioner's Memo FIN 09-036
 Commissioner's Memo FIN-10-048
 Commissioner's Memo FIN 15-074
 2 C.F.R. § 200.318
 7 C.F.R. § 3016.36
 7 C.F.R. § 3019.42

Date Adopted: April 14, 2015
Last Revised: April 19, 2016

3.61 – TEACHING DURING PLANNING PERIOD AND/OR OF MORE THAN THE MAXIMUM NUMBER OF STUDENTS PER DAY

A fifth (5th) through twelfth (12th) grade teacher may voluntarily enter into an agreement with the District to teach:

1. An additional class in place of a planning period; and/or
2. More than one hundred fifty (150) students per day.

A teacher who agrees to teach more than the maximum number of students per day is still bound by the maximum number of students per class period in the Standards For Accreditation and the Division of Elementary And Secondary Education (DESE) Rules Governing Class Size and Teaching Load. A fifth (5th) through twelfth (12th) grade teacher may not teach more than the maximum number of students per day as set in the Standards and the DESE rules for teachers of fifth (5th) through twelfth (12th) grade without receiving additional compensation unless the course being taught is one that meets the definition of a course that lends itself to large group instruction.

A fifth (5th) through twelfth (12th) grade teacher who enters into an agreement with the District shall receive compensation based on the teacher's:

- a. Hourly rate of pay for the loss of a planning period; and/or
- b. Basic contract that is prorated for every additional student they teach over the maximum number of students permitted per day.

A teacher who wishes to enter into an agreement for numbers 1, 2, or both above must sign an agreement with the District prior to the teacher giving up his/her planning period or teaching more than the maximum number of students per day. A teacher shall not be eligible to receive compensation until after the agreement has been signed. The maximum length of the signed agreement between the teacher and the District shall be for the semester the agreement is signed.

Neither the District nor the teacher are obligated to:

- Enter into an agreement;
- Renew an agreement; or
- Continue an agreement past the semester in which the agreement is signed.

The provisions of the Teacher Fair Dismissal Act, A.C.A. § 6-17-1501 et seq., do not apply to an agreement between a teacher and the District entered into under this policy.

Legal Reference: A.C.A. § 6-17-812
DESE Rules Governing Class Size and Teaching Load

Date Adopted: April 19, 2016

Last Revised: April 13, 2021

3.62 - LICENSED PERSONNEL JOB ABANDONMENT POLICY

Any employee who is absent from work for three (3) consecutive working days without his/her supervisor being notified either in person, by telephone, email, fax, or other electronic means, will be considered as having abandoned the job except in an extraordinary circumstance where such notice is not feasible. That employee will be considered as having voluntarily quit and recorded as resigned from that position unless otherwise determined by the Superintendent or Personnel Director.

Date Adopted: April 17, 2018

Last Revised:

3.63 - LICENSED PERSONNEL USE OF PERSONAL PROTECTIVE EQUIPMENT

Employees whose job duties require the use or wearing of Personal Protective Equipment (PPE) shall use or wear the prescribed PPE at all times while performing job duties that expose employees to potential injury or illness. Examples of PPE include, but are not limited to:

- Head and face protection:
 - Hard hat;
 - Bump cap;
 - Welding helmet;
 - Safety goggles;
 - Safety glasses;
 - Face shield;
- Respiratory protection:
 - Dust/mist mask;
 - Half-face canister respirators;
- Hearing protection:
 - Ear plugs;
 - Ear muffs;
- Hand protection, which is based on hazard exposure(s) and type(s) of protection needed:
 - Leather;
 - Latex;
 - Rubber;
 - Nitrile;
 - Kevlar;
 - Cotton;
- Body protection:
 - Welding apron;
 - Welding jackets;
 - Coveralls/Tyvek suits;

- Foot protection:
 - Metatarsal protection;
 - Steel toed boots/shoes;
 - Slip resistant shoes;

- Fall protection:
 - Belts, harnesses, lanyards;
 - Skylight protection;
 - Safe ladders;
 - Scissor lifts.

Employees operating a school-owned vehicle that is equipped with seat belts for the operator shall be secured by the seat belt at all times the employee is operating the vehicle. If the vehicle is equipped with seat belts for passengers, the employee operating the vehicle shall not put the vehicle into motion until all passengers are secured by a seat belt. Employees traveling in, but not operating, a school owned vehicle that is equipped with seat belts for passengers shall be secured by a seat belt at all times the vehicle is in motion.

Employees who fail to use or wear the prescribed PPE required by their job duties put themselves and co-workers at risk of sustaining personal injuries. Employees who are found to be performing job duties without using or wearing the necessary PPE required by the employee's job duties may be disciplined, up to and including termination.

A supervisor may be disciplined, up to and including termination, if the supervisor:

1. Fails to ensure the employee has the prescribed PPE before the employee assumes job duties requiring such equipment;
2. Fails to provide an employee replacement PPE when necessary in order for the employee to continue to perform the job duties that require the PPE; or
3. Instructs the employee to perform the employee's job duties without the prescribed PPE required by those job duties.

An employee shall **not** be disciplined for refusing to perform job duties that require the employee to use/wear PPE if:

- a. The employee has not been provided the prescribed PPE; or

- b. The PPE provided to the employee is damaged or worn to the extent that the PPE would not provide adequate protection to the employee.

An employee's immediate Supervisor is responsible for providing the employee training on the proper use, care, and maintenance of any and all PPE that the employee may be required to use.

Date Adopted: May 12, 2020

Last Revised: