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### **3.0—FOREWORD**

This handbook contains policies and regulations applicable to certified personnel of the Pottsville Public Schools. As new policies are adopted or old policies revised, copies shall be made available for inclusion in the handbook.

#### **PERSONNEL POLICIES COMMITTEE**

It shall be the policy of the Pottsville School District to establish and maintain a Personnel Policies Committee as established by Act 400 of the 1975 Legislature. The Personnel Policies Committee may be referred to as the PPC throughout the remainder of this document.

The Board of Education is required by law to establish personnel policies within the Pottsville School District. Said policies shall be filed, along with an affidavit signed by the president of the Board attesting compliance with State law requiring personnel policies, with the Chairman of the State Board of Education.

All personnel policies adopted by the Board shall be given to each teacher or administrator employed for the first time. Any amendments to the personnel policies shall also be given to all personnel within thirty (30) days of approval by the Board. These policies will become a part of the school employee's contract. The personnel policies of each school district properly adopted under Ark. Code 6 17-201-208 shall be considered to be incorporated as terms of the certified personnel contracts and shall be binding upon the certified personnel and the district. (Act 1260 of 1995-section a)

The Board shall provide for a committee on Personnel Policies, as composed by law, to review annually the personnel policies of the Board to determine if additional policies or amendments to existing policies are needed. The Committee may propose new policies or amendments to existing policies. Policies affecting salaries will be proposed to the teachers through the PPC, which will serve as the Salary Committee for such purposes. (617-200-207) Student handbook and discipline policies must be reviewed by the PPC.

The personnel policies committee shall consist of nine certified members. Six of these shall be teachers elected by a majority of the classroom teachers employed in the district, by secret ballot, and in an election conducted by the teachers. Of these six, two shall be members elected from the elementary and two elected from secondary two elected from middle school. The remaining three positions shall be held by administrators, one each from elementary, secondary, and middle.

The committee positions and terms will run as follows:

3 three-year positions  
3 two-year positions

One member from elementary, and one member from secondary, and one member from middle school shall hold one of each of the positions described above. Each administrator will serve on a non-rotating basis.

The Board shall consider and adopt, reject, or refer back to committee for further study and revisions any proposed policies or amendments that are submitted to the Board for consideration.

The PPC will organize itself in the first quarter of each school year to elect a chairman and secretary. The committee will develop a calendar of meetings for the year, primarily to review the district's policies to determine if additional policies or amendments to existing policies are needed. Minutes of the committee meetings should be promptly recorded and distributed to members of the school board, posted in the buildings of the district including administrative offices, and updated on the district website when possible. Either the committee or the school board may propose new personnel policies or amendments to existing policies. Changes proposed by the school board must be submitted to the committee at least five working days prior to any formal action on the proposal by the board. After presentation to the board, final action may be taken at the next regular board meeting. The committee must also present its proposed policies or amendments to the existing policies to the board for consideration. The board has the authority to adopt, reject, or send proposals back to committee for further study and revision any proposed policies or amendments to existing policies.

A teacher or administrator being employed by the school district for the first time will be given a copy of the district's personnel policies at the time of his employment. Each teacher or administrator must be furnished a copy of any amendments to the personnel policies within thirty days after approval of such amendments by the School Board of the district. The personnel, policies of a school district in effect at the time of the teacher's contract is entered into or renewed are considered to be binding upon both parties unless changed by mutual consent. Any changes or additions to the personnel policies may take effect before the next fiscal year only if the changed or additions are made in accordance with Ark. Code 6-17-201, et seq. and if the changes or additions are approved by a majority of the certified personnel employed by the district voting by secret ballot. Personnel policy committee shall conduct the voting and counting. (Act 1260 of 1995, section c)

Unless changed by mutual consent, any amendments to personnel policies or new personnel policies adopted by the school board during the term of a contract shall not be effective until July 1 of the following year.

It will be the policy of the PPC to require all members of the committee to attach their signature to any document that has been approved by vote for circulation. It is also the policy of the PPC that all approved documents intended for circulation be signed by the document's author. All PPC approved documents, as described above, intended for district or school building dissemination will require the following statement be added to the top of each page of the document:

This information was presented to the Pottsville Certified Personnel Policy Committee and approved for dissemination on \_\_\_\_\_. (Enter date of Approval)

This information is intended to prevent confusion between PPC approved and unapproved information.

Date Adopted: May 20, 2004

Last Revised: Dec 9, 2004

### **3.1—CERTIFIED PERSONNEL SALARY SCHEDULE**

Enter your District’s salary schedule for this policy. 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, a teacher will have worked a “year” if he/she works at least 120 days.

#### **Alternative Licensure Program, no prior teaching license**

Each employee newly hired by the district to teach under the alternative licensure program (ALP) shall initially be placed on the salary schedule in the category of a bachelor’s degree with no experience, unless the ALP employee has previous teaching experience which requires a different placement on the schedule. Upon receiving his/her teaching license, the employee shall be moved to the position on the salary schedule that corresponds to the level of education degree earned by the employee. Employee’s degrees which are not relevant to the ALP’s position shall not apply when determining his/her placement on the salary schedule. An alternative licensed teacher shall be eligible for step increases with each successive year of employment, just as would a teacher possessing a traditional teaching license.

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

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

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

Date Adopted: July 8, 2008

Last Revised:

### **3.1a—Pottsville School District Salary Schedule**

Insert Salary Schedule Here

<http://apache.afsc.k12.ar.us/uploads/Certified%20Salary%20Schedule%20190%20Days%2009-10.pdf>

Date Adopted: May 20, 2004

Last Revised:

### **3.1b—PAY PERIOD**

Pay day will be the 20th of each month unless that day falls on a weekend or holiday in which case pay day will be the preceding Friday.

Direct deposit will be available to certified employees upon request and when the employee furnishes the district with all required paperwork.

Date Adopted: May 20, 2004

Last Revised:

### **3.2—CERTIFIED PERSONNEL EVALUATIONS**

The ultimate object of staff evaluation is to improve the learning environment and job proficiency. The personnel evaluation system has three main purposes: (1) to enhance the quality of instruction; 2) to provide information for school personnel to improve; and (3) to provide information to serve as the basis for sound and defensible employee decisions.

#### **I. FORMAL EVALUATIONS (announced observations)**

- A. Shall be long enough to permit the evaluator to observe a complete teaching performance by the faculty member and shall be a minimum of 30 minutes.
- B. Faculty members shall be notified at least 24 hours before a formal observation is to occur.
- C. Probationary teachers shall have at least two formal observations per year.
- D. Career teachers shall have at least one formal observation per year.
- E. Upon request, teachers will be granted one additional formal evaluation.
- F. All observations (announced or unannounced) utilized in the evaluation must be followed with a written observation report and observation conference within 10 working days of the observation.

#### **II. INFORMAL EVALUATIONS (Unannounced observations)**

- A. Shall be long enough to permit the evaluator to observe a complete teaching performance by the faculty member and shall be a minimum of 30 minutes.
- B. Faculty members do not have to be notified before the informal observation.
- C. Probationary teachers shall have at least one informal observation per year.
- D. Career teachers shall have at least one informal observation per year.
- E. This does not preclude the district from making additional informal observations.

#### **III. TEACHER PERFORMANCE EVALUATION SYSTEM INCLUDING FORMS FOR IMPLEMENTATION OF THE SYSTEM**

- A. Shall be developed or approved through the PPC (Act 714 of 1971 as amended by Act 400 of 1975) to provide for a process for involvement from the faculty.
- B. The local board of education may create a special faculty committee to review and make recommendations to the PPC with regard to teacher performance evaluation.
- C. This special committee shall have representation from elementary and secondary teachers and administrators.
- D. The teacher representatives shall be elected by the teachers.
- E. A teacher shall be provided copies of evaluation and observation reports.
- F. A teacher shall know in advance that is to conduct his/her evaluation and the processes and procedures by which the evaluation will be conducted.

- G. A teacher shall have the right to appeal his/her evaluation through the district grievance procedure and the right to request a different evaluator.
- H. A teacher has the right to be evaluated only by a trained evaluator.
- I. A teacher should be evaluated only on those activities essential to the performance of the job.
- J. A teacher's instructional context such as class size, availability of materials, student assignments, etc., shall be taken into account in his/her evaluation.
- K. A teacher receiving an unsatisfactory evaluation shall in cooperation with his or her evaluator, prepare an individual improvement plan. (IIP).
- L. A teacher has the right to submit a written response to any adverse evaluation or observation report, which shall be attached to the report in question.
- M. The forms developed and approved for use will be included in the personnel policies handbook, and a workshop will be conducted at the beginning of the school year to acquaint the faculty with all evaluation procedures.
- N. Any teacher who feels that his work is being evaluated unfairly or incorrectly shall have the right of appeal as set forth in the personnel policies.
- O. Evaluation records shall be treated as confidential and shall be accessible to only those members of the administrative staff designated by the superintendent.

#### **IV. UNACCEPTABLE PERFORMANCE**

The teacher shall be given timely written notice of unacceptable work Said notice shall include:

- A. A statement of what is unacceptable;
- B. An identification of the specific ways in which the teacher is to improve;
- C. The assistance to be given to the faculty member by the evaluator and the school district as set forth in an individual improvement plan;
- D. Data collected through informal (unannounced) observations designed to facilitate improved performance shall be shared in writing and discussed with the faculty member.

Legal Reference: A.C.A. § 6-17-1504

Date Adopted: May 20, 2004

Last Revised:

**3.2a—Evaluation Forms**

Insert Eval Forms Here

### **3.3—EVALUATION OF CERTIFIED PERSONNEL BY RELATIVES**

No person shall be employed in, or assigned to, a position which would require that he 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: May 20, 2004

Last Revised:

### **3.3a—PERSONNEL RECORDS**

The employer shall maintain one official personnel file in the office of the superintendent for each employee.

An employee should be apprised of all documents prior to entry into the employee's file. Addresses and telephone numbers of teachers shall remain confidential unless the teacher, in writing, grants permission for disclosure.

No material derogatory to an employee's conduct, service, character or personality shall be placed in the personnel file unless the employee has received a copy and has had an opportunity to review the material. The employee shall have the right to submit written response to such material and attach it to the file derogatory information can be challenged in one of two ways: (1) writing a rebuttal to the information and having the rebuttal entered into the file as permitted by law; (2) filing a grievance requesting removal of the material.

Individual personnel files shall be confidential. However, an employee shall have the right to make such additions or responses to materials contained in the file as the employee deems necessary. Only the superintendent and the employee's immediate supervisor/principal shall have access to the personnel file. The employee shall initial and date all materials prior to placement in the personnel file.

An employee shall have access to the official personnel file during regular working hours at a time mutually agreed upon. The employee may have a chosen representative present when the file is reviewed. Any material in the file may be duplicated by the employee free of charge. A log shall be maintained showing the names of all persons who examine the contents of the file, the dates on which the file was examined and a description of the documents, which may have been copied.

The chosen representative, with written permission from the employee, shall have access to an employee's personnel file at a reasonable time during regular office hours after having given reasonable notice and having obtained express written consent from the employee.

If an employee's personnel file or any of its contents is subpoenaed in accordance with the law, the employee shall be immediately notified in writing.

### **COMPLAINTS**

Employees shall receive written notice and copies where applicable, of written complaints regarding their work performance. Such notice shall identify the complainant(s) and shall be provided to the employee within five (5) days of initial

receipt of the complaint. Records of complaints will be provided to the employees.

No complaints without clear substantiation will be placed in an employee's file.

The employee shall have the opportunity to answer the complaint. The employee's written response will be communicated to the complainant and be attached to any retained written record of the complaint. The retention in the employee's file of any oral or written complaint concerning alleged acts by an employee may be the subject of a grievance.

Date Adopted: May 20, 2004

Last Revised:

### **3.4 CERTIFIED PERSONNEL REDUCTION IN FORCE**

The School Board acknowledges its authority to conduct a reduction in force when a decrease in enrollment or other reason(s) make such a reduction necessary or desirable.

The Superintendent shall establish the criteria to be applied in effecting a reduction in force.

#### **REDUCTION IN FORCE (RIF)**

Reduction in force shall be effected solely on account of a substantial decline in enrollment, alteration, or curtailment of program or consolidation of schools.

“*Reduction in Force*” means a reduction in the number of regular full-time or part-time positions or a reduction in the number of hours worked by an employee.

When reduction in force is based upon a substantial decline in enrollment, the percentage by which the work force is reduced shall not exceed the percentage of decline in enrollment.

The Board shall furnish the affected employee(s) with all information, including copies of pertinent documents, used in making determinations relevant to the reduction in force.

Reductions in positions shall not be affected unless and until any subcontracted services in place have been terminated, all part-time and temporary positions have been suspended and the work force has been realigned.

#### **PROCEDURES FOR REDUCTION IN FORCE**

1. The Board will notify the affected employee(s) of its position within 60 days of the implementation of reduction in force. Such notification shall include the basis for the position and a listing of the needed reductions by certification. During this 60-day period, representatives of the Board will meet and confer with the affected employee(s) for the purpose of discussing the basis for the planned reduction in force and consider alternatives.

2. Reduction in force shall be accomplished through attrition as far as possible. If the entire reduction cannot be accomplished through attrition, the following procedure will be used. Total teaching experience in the District shall be the basis for computing length of service. Teachers will be laid off in each certification area according to total length of service in the District not according to length of service in a particular certification area. Teachers with the least service to the District will be laid off first.

3. Teachers will be laid off in each certification area according to the following steps:
  - A. Step I - length of experience teaching in the Pottsville School District.
  - B. Step II - If between two (2) or more teachers the length of teaching service within the District is equal, prior teaching experience shall control.
  - C. Step III- if between two (2) or more teachers prior teaching experience is equal, the horizontal position of the respective teachers on the salary schedule at the time of their removal with respect to education shall control.
4. The percentage of employees representing minority groups shall be, as nearly as possible, no less after any reduction in force than it was before.
5. Every teacher whose position is funded through federal monies shall be given preference, in accordance with provisions stated above, for similar positions if federal monies for their positions are discontinued.

### **RECALL PROVISIONS**

If there is an increase in the number of teachers or a vacancy occurs at any time after lay-off, reemployment shall be offered to laid-off teachers in reverse order of lay-off specified above. A teacher's failure to respond affirmatively within 15 days after receipt of the Board's letter sent by registered mail to the teacher recalling such teacher shall result in termination of the teacher's right of recall.

Date Adopted: May 20, 2004  
Last Revised:

### **3.5—CERTIFIED PERSONNEL CONTRACT — RETURN**

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

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

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

Date Adopted: May 20, 2004

Last Revised:

### **3.5a—RENEWAL OF CONTRACTS**

A. Staff members are appointed annually by the Board of Education upon the recommendation of the Superintendent of Schools.

B. The appointment of administrative, supervisory, regular teaching staff, and long-term substitute teachers is evidenced by written contracts, which are binding on both employer and employee.

C. The names of all administrative personnel shall be presented to the Board of Education at the regular meeting of the Board of Education in February or March of each year. The names of all other personnel shall be presented for re-employment to the Board of Education at its regular meeting in March or April of each year.

D. All offers to renew annual contracts shall expire if not accepted in writing and returned to the School Administration office within ten (10) days of the date issued.

Date Adopted: May 20, 2004

Last Revised:

### **3.5b—Procedure for Intra-District Transfer**

When it is known that a vacancy exists, or will exist, notice of the vacancy is to be posted in a conspicuous place in all schools and the Central Office. Those persons who are presently employed on another job in the School District and wish to be considered for the vacancy shall make such desires known to the supervisor responsible for interviewing applicants no later than three (3) working days from the date such vacancy notice is posted.

#### **TRANSFER**

The Board of Education may transfer a teacher or other personnel upon the recommendation of the Superintendent when it is in the best interest of the School District to do so. Such transfer shall not be arbitrary, capricious, or discriminatory.

The Board may also grant a requested transfer if the employee requesting the transfer possesses the required qualifications for the desired position and if a vacancy in such position exists. All requests for voluntary transfers shall be carefully considered by the building administrator and the Superintendent and reviewed by the Board on a non-discriminatory basis.

Date Adopted: May 20, 2004

Last Revised:

### **3.5c—T-DROP POLICY**

Effective with this revision, the District is required to pay full retirement matching amounts to the ADE on T-Drop eligible employees. All T-Drop employees will not receive this compensation.

Date Adopted: May 21, 2009

Last Revised:

### **3.6—CERTIFIED PERSONNEL EMPLOYEE TRAINING**

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

The District shall develop and implement a plan for the professional development of its certified employees. The district's plan shall, in part, align district resources to address the professional development activities identified in each school's ACSIP. The plan shall describe how the district's categorical funds will be used to address deficiencies in student performance and any identified academic achievement gaps between groups of students. At the end of each school year, the district shall evaluate the professional development activities' effectiveness in improving student performance and closing achievement gaps.

Each certified employee shall receive a minimum of sixty (60) hours of professional development annually to be fulfilled between June 1 and May 31. Professional development hours earned in excess of sixty (60) in the designated year cannot be carried over to the next year. Certified employees who are prevented from obtaining the required professional development hours due to their illness or the illness of an immediate family member as defined in A.C.A. § 6-17-1702 have until the end of the following school year to make up the deficient hours. This extension does not absolve the employee from also obtaining the following year's required 60 hours of professional development.

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

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

Flexible professional development hours (flex hours) are those hours which an employee is allowed to substitute professional development activities, different than those offered by the district, but which still meet criteria of either the employee's Individual Improvement Plan or the school's ACSIP, or both. The district shall determine on an annual basis how many, if any, flex hours of professional development it will allow to be substituted for district scheduled professional development offerings. The determination may be made at an individual building, a grade, or by subject basis. The district administration and the building principal have the authority to require attendance at specific professional development activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex professional development hours. To the fullest extent possible, professional development activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the sixty (60) hour requirement shall equal one contract day. Hours of professional development earned by an employee that is not at the request of the district and is in excess of sixty (60) or not pre-approved by the building principal shall not be credited toward fulfilling the required number of contract days for that employee. Hours earned that count toward the required sixty (60) also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for professional development

hours earned at the request of the district that necessitate the employee work more than the number of days required by their contract.

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

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

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

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

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

Personnel who are likely to use automated external defibrillators shall receive the training required by Rule. Such training shall count toward the required annual hours of professional development.

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

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

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

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

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

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

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

Cross-Reference: Policy 5.4—STAFF DEVELOPMENT PROGRAM

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04  
ADE Rules Governing Professional Development  
A.C.A. § 6-10-122, 123  
A.C.A. § 6-15-404(f)(2)  
A.C.A. § 6-17-703  
A.C.A. § 6-17-704  
A.C.A. § 6-17-705  
A.C.A. § 6-15-1004(c)  
A.C.A. § 6-15-1703  
A.C.A. § 6-20-2303(14)

Date Adopted: May 21, 2009

Last Revised:

### **3.6a—PROFESSIONAL ORGANIZATIONS AND MEETINGS**

Teachers are encouraged to join and support their professional organizations and attend the meetings.

Members of AEA/NEA will be allowed to attend the two-day workshops held in the fall.

All teachers and other employees shall attend district-sponsored institutes and meetings held for their benefit. In-service meetings will be held in compliance with state requirements.

Date Adopted: May 20, 2004

Last Revised:

### **3.7—CERTIFIED PERSONNEL DRUG TESTING**

#### **Scope of Policy**

Each person hired for a position which allows or requires that the employee operate any type of motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and is operated for the transportation of children to or from school or school sponsored activity shall undergo a physical examination, including a drug test. Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test result for that employee. The offer of employment is also conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.

#### **Methods of Testing**

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

#### **Definition**

Safety sensitive function includes:

- 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 disabled vehicle.

#### **Requirements**

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

1. Random tests;
2. Testing in conjunction with an accident;
3. Receiving a citation for a moving traffic violation; and
4. Reasonable suspicion.

#### **Prohibitions**

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;

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

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

### **Testing for Cause**

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

### **Refusal to Submit**

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

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

### **Consequences for Violations**

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

continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.

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

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

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

Date Adopted: July 8, 2008

Last Revised:

### **3.8—CERTIFIED PERSONNEL SICK LEAVE**

#### **Definitions**

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

#### **Sick Leave**

All certified employees on a 190-230 day contract shall be allowed eleven (11) days sick leave with the full pay during the school year. Two of which may be used as “personal leave” days. All certified employees on a 240 day contract shall be allowed thirteen (13) days sick leave with full pay during the school year. Three of which may be used as “personal leave” days. If any certified employee does not use the full amount allowed, the unused amount shall accumulate at a rate of eleven or thirteen days per year to a maximum of 120 work days at full pay, including leave for the year. All days more than 120 will be reimbursed yearly at a rate of 20 dollars per day. Employees that retire or leave the district will be compensated at a rate of 20 dollars per day for unused sick days upon request. After the initial year of employment and all sick days have been used, Pottsville School District can provide an additional ten days of extended sick leave of which the amount of substitute’s pay only be deducted. All half-days taken will be counted against the total number of days accrued. Lesser amounts of time taken will accumulate toward a half-day or full day of sick leave. This time shall be documented on the accumulated time sheet located in each school building.

The principal has the discretion to approve sick leave for an employee to attend the funeral of a person who is not related to the employee, under circumstances deemed appropriate by the principal. Such approved sick leave shall not exceed one-half day.

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

At the discretion of the principal (or Superintendent), the District may require a written statement of the employee’s physician. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

Should a teacher be absent frequently during a school year, and if such a pattern of absences continues, or is reasonably expected to continue, the Superintendent may relieve the teacher of his assignment (with Board approval) and assign the teacher substitute duty at the teacher's daily rate of pay. Should the teacher fail, or otherwise be unable, to report for substitute duty when called, the teacher will be charged a day of sick leave, if available.

Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his assigned duties to an extent that the education of students is substantially adversely affected (at the determination of the principal or Superintendent) may result in dismissal.

The administration shall have the authority to issue a contract to a substitute teacher and to place the substitute teacher on the salary index at the appropriate level when:

1. The substitute has worked in the place of a teacher on sick leave for 30 consecutive days
2. The substitute works for a teacher on leave without pay
3. The substitute is expected to follow the same code of ethics and professionalism as the classroom teacher
4. The substitute must have a valid Arkansas teaching certificate or be on the substitute list approved by the Department of Education

### **Spousal Donations**

District employees who are husband and wife are eligible to utilize each other's sick leave. Written permission must be received for each day of donated sick leave. If the employees are paid at different rates of pay, the lesser rate of pay shall be used for the purpose of the donated sick leave days.

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

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

Cross Reference: Policy 3.32—CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE

Legal References:       A.C.A. § 6-17-1201 et seq.  
                              29 USC §§ 2601 et seq.  
                              29 CFR 825.100 et seq.

Date Adopted: May 21, 2009  
Last Revised:

### **3.8a— EXTENDED SICK LEAVE**

- A. If a teacher or administrator has a serious temporary disability that will require an extended length of time away from his/her duties, notification should be made to the supervising administrator immediately.
- B. Accrued sick leave may be used, beginning with a written statement from the physician stating that the teacher or administrator is incapable of performing his/her duties and the approximate length of leave time anticipated.
- C. During the period a teacher or administrator is using acquired sick leave, the District shall be responsible for the group insurance premium.
- D. A two-week notice shall be given to the school district before the teacher or administrator expects to start re-employment.
- E. A written statement from the attending physician declaring the teacher or administrator physically able to perform his/her duties successfully shall be a part of this notification.
- F. Upon returning to his/her position, all benefits to which he/she was entitled at the time the extended sick leave commenced will be restored to him/her.
- G. A teacher or substitute teacher replacing a teacher on extended sick leave shall be notified at the time of employment that the position may be terminated on one week's notice
- H. Any teacher whose personal illness extends beyond accumulated sick leave may be granted a leave of absence to the end of the current school year.

Date Adopted: May 20, 2004

Last Revised:

### 3.9—Catastrophic Leave Bank Program\*

A catastrophic leave bank is established for the purpose of permitting employees, upon approval, to obtain leave in excess of accumulated and current sick leave, when the employee has exhausted all such leave.

The Superintendent shall appoint a Catastrophic Leave Bank Committee. That committee shall consist of eight (8) members: four (4) teachers from the PPC committee, three (3) classified employees from the PPC committee, and one (1) principal.

The charge of the Committee shall be:

- Review of Catastrophic Leave Requests
- Determining eligibility
- Determination of continuing eligibility, provided no employee shall be eligible to be awarded catastrophic leave unless all accrued annual and sick leave has been exhausted; the employee has been granted or denied the additional ten days of absence with only substitute pay being deducted; the employee has been employed by the state for 2 years (even though this 2 years may not be continuous, it must be full-time employment in a regularly appointed or employed position); and the employee has not been disciplined for any leave abuse during the past two years of employment.
- Recommend action to the Superintendent.

#### General Information

- *Catastrophic Illness* means a medical condition of an employee as certified by a physician (or other individual as provided in ARK. STAT. Annotated 21-4-201et seq.) which requires an employee's absence from duty for a prolonged period of time and which results in a substantial loss of income to the employee because of the exhaustion of all earned sick and personal leave time.
- *Catastrophic Leave* means paid leave, which is transferred to a leave recipient from Pottsville Schools Catastrophic Leave Bank. Catastrophic Leave may be granted in only 1-day increments to current members of the catastrophic leave bank. When a leave recipient is on Catastrophic Leave, he or she will receive normal benefits such as Pottsville Schools contributions to insurance and retirement.
- *Catastrophic Leave Bank* means a pool of accrued sick leave voluntarily donated by Pottsville School employees which may be approved by Pottsville Schools for use by other employees.
- *Catastrophic Leave Bank Program* means a program approved by the School Board and administered by the Administrators of the district.
- *Catastrophic Leave Committee* means a committee comprised of 8 members who represent a relative demographic cross section of the school's work force and who review applications from employees for Catastrophic Leave and make recommendations to the Superintendent relating to such leave.
- *Employee* means a person (certified or classified) who is regularly appointed or employed in a position of state service by Pottsville Schools and who is compensated on a full-time basis. A person who works less than full-time is excluded from this definition, and as such is not eligible to

participate as a donor or recipient in a Catastrophic Leave Bank Program. A person who works less than full-time (twenty-five hours per week) is excluded from this definition and as such is not eligible to participate as a donor or recipient in a Catastrophic Leave Bank program.

- Member means an employee who is a catastrophic leave donor.
- *Leave Donor* means an employee whose voluntary written request to donate accrued annual sick leave to the School's Catastrophic Leave Bank has been approved by Pottsville Schools. Donations to the leave bank will be only be accepted during the first pay period of each school year unless the bank becomes depleted and there is need for additional donations.

No employee shall be allowed to be a leave donor if such donation will reduce that employee's accrued and annual sick leave to less than 10 days. (Exception: An employee who is terminating employment may donate all accrued sick leave time and is not required to maintain the 10 day leave balance.) Accrued leave may be donated in no less than 1-day increments.

- *Leave Recipient* means a current employee for whom the Superintendent has approved application to receive Catastrophic Leave from the School's Catastrophic Leave Bank.
- *Medical Condition* means a personal emergency limited to catastrophic and debilitating medical situations, severely complicated disabilities and severe accident cases which require a prolonged period of recuperation and require the employee's absence from duty as documented by the attending physician (or other individual as provided in "A.C.A. 21-4-201 et seq").

Routine disabilities resulting from elective surgery do not qualify for catastrophic leave.

- *Prolonged Period of Time* means a continuous period of time where the employee will not have otherwise been compensated by the School due to a medical condition and the exhaustion of all earned sick leave, and such medical condition is not covered and compensated by Worker's Compensation.

## **Withdrawals**

The Committee may grant catastrophic sick leave up to 30 days per contract year for serious personal or family illness, disabilities or accidents (not including accidents for which the employee is receiving Workers' Compensation), which cause the employee to be absent from work and when the employee has exhausted all accumulated and current sick leave.

Absence from work due to medically unnecessary elective surgery may not make the employee eligible to withdraw from the catastrophic leave bank.

Requests for withdrawal from the catastrophic leave bank must state the reason(s) for the request and the number of days requested and must be accompanied by a detailed statement from an attending physician of the nature of the malady and the expected duration thereof.

If the information provided to the Committee is deemed by a majority of the Committee to be insufficient, the Committee may require additional information or deny the employee's request, at its discretion.

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

Determinations by the Catastrophic Leave Committee shall be reviewed and approved by the Superintendent. The decision of the Superintendent shall be final and binding. Nothing, however, shall prevent the Superintendent from taking into account the impact on the School's operation in granting or denying Catastrophic Leave or in modifying previously approved Catastrophic Leave, if in the judgment of the Superintendent such approved leave would seriously impact the School's operation. Decisions made by the Superintendent may be appealed through normal grievance procedures.

*\* This policy is optional and **not** mandated by law.*

Legal Reference:       A.C.A. § 6-17-1208

Date Adopted: May 21, 2009

Last Revised:

### **3.10—CERTIFIED PERSONNEL PLANNING TIME**

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

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

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

Date Adopted: July 8, 2008

Last Revised:

### **3.10a—TIME SCHEDULES**

I. 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, principals' meetings, going to the administration building, or other routine business affairs connected with the schools, shall notify the superintendent's office.

II. Teachers in the Pottsville School District are expected to arrive and leave their designated buildings at a designated time as determined by the administration. Exceptions to this time schedule may be made by the individual building principal where in his/her opinion a justifiable request has been made in advance by the teacher.

III. Pledge of Allegiance will be recited in each classroom each morning. This will be followed by a one-minute period of silence.

(Period of silence allowed by ACT 397 and ACT 539 of the Arkansas Legislature-1995).

Date Adopted: May 20, 2004

Last Revised:

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

#### **Personal Leave**

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. The leave may be taken in increments of no less than four (4) hours or the equivalent of one-half (1/2) day.

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 3.9, for professional leave see below).

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

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

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

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

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

Pottsville School District will grant employees of the district one school business day per year to chaperone a field trip with one of the school aged children if the child is a student in the district. No more than one day per year will be granted per employee.

Personal leave does not accumulate from one contract year to the next.

Personal leave may not be taken the day before or the day after a holiday.

#### **Professional Leave**

"Professional Leave" is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which can serve to improve the school district's instructional program or enhances the employee's ability to perform his duties. Professional

leave will also be granted when a school district employee is subpoenaed for a matter arising out of the employee's employment with the school district. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor's decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the district's students will be taken into consideration in reviewing a request for professional leave.

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

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

Legal Reference:       A.C.A. § 6-17-211

Date Adopted: May 21, 2009  
Last Revised

### **3-11a—EDUCATIONAL LEAVE**

- A. Leave (without pay) for professional improvement of non-probationary teachers and administrators may be approved for a maximum of six weeks for one summer by the Superintendent of Schools. The Board of Education may approve leave beyond the six weeks period or for a second leave during a seven-year period.
- B. During the year in which professional leave is taken vacation will be included in professional leave.

Date Adopted: May 20, 2004

Last Revised:

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

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

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

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

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

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

Date Adopted: July 8, 2008

Last Revised:

### **3.12a—MILITARY LEAVE --Act 586 of 1989 & Act 673 of 1991**

- A. All teachers, administrators, and noncertified personnel employed by any public school in this state who desire to take a leave of absence for the purpose of participating in military training programs or other official duties made available by the Arkansas National Guard or reserve branches of the armed forces and all teachers and administrators employed by a public school who desire to take a leave of absence for the purpose of participating in the civil defense and public health training programs made available by the United States Public Health Services shall be entitled to such leave of absence for a period of fifteen (15) days, plus necessary travel time, in any fiscal year. To the extent this leave is not used in a fiscal year, it will accumulate for use in the succeeding fiscal year until it totals fifteen (15) days at the beginning of a fiscal year.
- B. (1) Whenever any teacher, administrator, or noncertified employee is granted a leave of absence under the provisions of this section, he shall be entitled to his regular salary during the time he is away from his duties during such leave of absence.  
(2) The teacher or administrator will be responsible for paying for the cost of any substitute employed in the teacher's or administrator's absence.  
(3) Such leave of absence shall be in addition to the regular vacation time allowed the employee.
- C. Teachers, administrators, and noncertified personnel called to duty in emergency situations by the Governor or by the President shall be granted leave with pay not to exceed thirty (30) working days, after which leave without pay will be granted. This leave shall be granted in addition to all other leave to which the teacher, administrator, or non-certified person shall be entitled.
- D. During a leave of absence, teachers, administrators, and non-certified personnel shall be entitled to preserve all seniority rights, efficiency or performance ratings, promotional status, retirement privileges, life and disability insurance benefits, and any other rights, privileges, and benefits to which they have become entitled.

The period of military service shall, for the purposes of computations to determine whether such persons may be entitled to retirement, under the laws of the State of Arkansas, be deemed continuous service, and the teacher, administrator, or noncertified employee shall not be required to make contributions to any retirement fund.

The school district shall continue to contribute its portion of any life and disability insurance premiums during the leave of absence on behalf of the teacher, administrator, or noncertified employee, if requested, so that continuous coverage may be maintained.

- E. For the purpose of this section, "fiscal year" shall be the fiscal year now established by the United States Government.

Whenever any teacher, administrator, or noncertified person employed by any public school in this state is granted military leave for a period of fifteen (15) days per calendar or fiscal year, under the provisions of this section, the military leave will accumulate for use in succeeding calendar years or fiscal years until it totals fifteen (15) days at the beginning of the calendar year or fiscal year, for maximum number of military leave days available in any one (1) calendar year or fiscal year to be thirty (30) days.

Date Adopted: May 20, 2004

Last Revised:

### **3.12b—LEAVE OF ABSENCE**

- A. Leave of absence, without pay or increment, may be granted by the Board of Education of the Pottsville School District to a certified employee upon recommendation of the Superintendent of Schools, subject to the following conditions:
1. A person with at least three (3) years of continuous service in the District may be granted a leave of absence for not less than one semester, no more than two semesters, at any one time during the school term.
  2. When leave of absence has been granted to the end of a scholastic year, the non-probationary teacher or administrator must notify the Superintendent by March 1 of his/her intention to resume work at the beginning of the next scholastic year.
  3. When leave of absence has been granted to the end of the first semester of a scholastic year, the teacher must notify the Superintendent by December 1 of his/her intention to resume work the second semester.
  4. Failure to notify the Superintendent of intention to work as indicated, or failure to report for duty at the expiration of an absence, or at the expiration of an extension granted, or failure to ask for additional leave of absence in case of protracted absence, shall be considered a resignation.
  5. All requests for leave of absence shall be applied for in writing at least one month in advance and granted in writing. Application for leave of absence, except in emergencies such as ill health, must be filed with the Superintendent in writing at least one month before leave shall take effect.
  6. All benefits to which a teacher was entitled at the time of his/her leave of absence shall be restored upon his/her return.
  7. A staff member may request a leave of absence when family circumstances change and cause the staff member to believe the staff member, his/her family, and the School District would benefit from such a leave.
- B. Leave of absence may be granted for the following reasons:
1. Advanced study in the teacher's major field.
  2. Educational travels if it can be shown that such activity will contribute to the efficiency of the non-probationary teacher.
  3. Leave of absence of up to one school year, without pay or increment, may be granted for the purpose of caring for a sick or injured member of the teacher's immediate family or because of a family catastrophe requiring the teacher to be absent from work.
  4. Leave of absence up to one year, without pay or increment, may be granted to a teacher who has served the School District for ten (10) consecutive years. The request, stating the specific reasons for the leave, must be submitted in writing to the Superintendent of Schools no later than February 1, of the year preceding the year of the requested leave of absence. This request will be made directly to the Superintendent of Schools with a copy going to the administrator of the building to which the teacher is assigned. This leave will not be granted unless a fully qualified, satisfactory replacement can be found.

Date Adopted: May 20, 2004

Last Revised:

### **3.13—CERTIFIED PERSONNEL PUBLIC OFFICE**

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

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

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

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

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

Date Adopted: May 20, 2004

Last Revised:

### **3.14—CERTIFIED PERSONNEL JURY DUTY**

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

Compensation for jury duty is to be endorsed and deposited in the salary fund of the Pottsville School District. Employees may keep compensation allowed for food, lodging, or mileage.

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

Legal Reference: A.C.A. § 16-31-106

Date Adopted: May 20, 2004

Last Revised:

### **3.14a—SUBPOENA LEAVE**

If a teacher is subpoenaed on a matter of school business, he will be allowed to go but all fees received as a result must be endorsed over to the school and deposited in the salary fund. He will be allowed to attend without loss of pay or sick days.

Date Adopted: May 20, 2004

Last Revised:

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

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

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

In order to obtain leave under this policy, the teacher must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the teacher to return to work, and written statements from witnesses (or other documentation as appropriate to a given incident) to prove that the incident occurred in the course of the teacher's employment.

The verification of teacher's status as far as being on duty during the time of the incident shall be verified by the Principal and the Superintendent in writing to the Board.

The School Board may request that a medical doctor of the Board's choosing to verify work ability examine the teacher. If there is disagreement between the teacher's doctor and the Board's doctor, a third opinion shall be requested from someone that both the teacher and the Board agree upon and the opinion from the agreed upon doctor shall abide.

The teacher shall not draw worker's compensation salary or hold any other job during the time the Board is paying full salary under the conditions of this policy and act.

The decision of the School Board shall be final, and that decision shall not be subject to appeal through any administrative proceeding, including District grievance policy.

Legal Reference: A.C.A. § 6-17-1209

Date Adopted: May 20, 2004

Last Revised:

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

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

Teachers may purchase supplies and supplementary materials from the district at the district's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by the building Principal a purchase order for supplies which will then be purchased on their behalf by the school and subtracted from their total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts with prior approval. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property.

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

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

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

Date Adopted: May 20, 2004

Last Revised:

### **3.17— INSULT OR ABUSE OF CERTIFIED PERSONNEL**

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

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

Legal Reference: A.C.A. § 6-17-106

Date Adopted: May 20, 2004

Last Revised:

### **3.18— CERTIFIED PERSONNEL OUTSIDE EMPLOYMENT**

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

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

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

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

Date Adopted: May 20, 2004

Last Revised:

### **3.19—CERTIFIED PERSONNEL EMPLOYMENT**

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

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

The selection of certified personnel shall follow the prescribed procedures established by the Administration within guidelines mandated by the State Board of Education.

#### **I. EMPLOYMENT OF TEACHERS**

- A. The Board of Education employs teachers upon the recommendation of the Superintendent of Schools.
- B. Teachers, in order to be eligible for employment in the Pottsville District, must hold the Bachelor's Degree from a college accredited by the North Central Association or some accrediting agency of comparable rank. The teacher must also hold a valid state teaching certificate in their field as prescribed by the Arkansas State Department of Education and the North Central Association of Secondary Schools and Colleges. Exceptions may be made to teachers of vocational or other special subjects in rare cases only.

Pottsville School District will reimburse the licensure fee required to renew a teachers license, up to (100) one hundred dollars every three years. The certified employee must remain in the district for those three years or reimbursement of the licensure fee will be required of the teacher unless the teacher retires from Pottsville School District.

- C. Only previous public school or college experience shall be acceptable for "experience credit" with the Pottsville School District. Exceptions may be made for teachers entering the district through the Troops to Teachers or Alternative Certification programs.

#### **II. EMPLOYMENT OF PRINCIPALS**

The Superintendent shall recommend for appointment as principals of schools only successful teachers and/or principals who have a minimum of a Master's Degree from an accredited university or college, including 24 semester hours credit in education of a type to fit them for the duties school principal.

#### **III. Background Checks--Certified Personnel - Act 779 of 1997.**

The Board of Directors of Pottsville Schools require as a condition of initial employment by the district any person holding a license issued by the State Board of Education and making such application a criminal background check by the Identification Bureau of the Department of Arkansas State Police.

It is not the policy of the Pottsville School District to pay the fee required for the Criminal Record Check required before initial employment of a certified employee. Prospective employees are responsible for paying the required fee.

The District will pay for subsequent Criminal Background checks required for renewal of certification of employees.

The Pottsville School District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, disability, or veteran in its educational programs and activities. This includes but is not limited to admissions, educational services, financial aid, and employment. Inquiries concerning applications of this policy may be referred to the Equity Coordinator.

#### IV. TITLE IX -- DISCRIMINATION BASED ON SEX

- A. It is hereby declared the policy of the school board that there will be no discrimination on the basis of sex in the employment practice of the District and/or in any complaints of non-compliance. The Board specifies that complaints must be submitted in writing and shall investigate all complaints and provide a written report of finding within a reasonable time.
- B. If the individual filing the complaint feels the problem has not been resolved, he/she may make an appeal in writing to the Board of Education, c/o School Superintendent's Office. The Board shall notify the complainant of the date, time, and place of the hearing before the Board. Following the hearing, the Board shall render a decision within a reasonable time and notify the complainant in writing.
- C. At any time during the grievance process, a complainant may terminate local grievance processes or may, without recourse to the local grievance committee, address a complaint directly to:

Regional Director  
Office of Civil Rights  
Department of H.E.W.  
1200 Main Tower  
Dallas, Texas 75202

Date Adopted: May 21, 2009

Last Revised:

### **3.19a—RESIGNATIONS**

- A. When so stated in the contract of employment, an employee has the privilege of resigning from the school system upon thirty-(30) day's notice.
- B. The staff member shall make plans for resignation known to the building principal or in the case of an administrator to the superintendent.
- C. The staff member shall submit a formal letter of resignation to the Pottsville School Board through the principal and the superintendent.
- D. The staff member is requested to make no contacts or announcements, either privately or publicly, until the resignation has been officially accepted by the school board and announced by the district.
- E. The building principal shall confer with the superintendent about procedures for filling a teaching vacancy.
- F. When a teacher resigns from the school system before the close of the year, the principal shall be responsible for seeing that all records and other necessary items are turned into him following the same procedure that is required of all other teachers at the end of the school year.
- G. If an employee is terminated or resigns before fulfilling his contract, he has thirty (30) days from the next insurance pay period to convert from the group policy to an individual policy.
- H. If an employee fails to renew his contract, he has until the anniversary date of the group policy to convert to an individual policy.

Date Adopted: May 20, 2004

Last Revised:

### **3.19b—HEALTH EXAMINATIONS**

I. Each certified of the Pottsville Public Schools shall comply with state law, which necessitates at least a tuberculin skin test.

II. Certificate (Health Card) may be issued by a licensed physician or constituted health authority.

III. New employees in the District must obtain the Health Card before the beginning of the contract year.

Date Adopted: May 20, 2004

Last Revised:

### **3.19c—TEACHER RIGHTS AND RESPONSIBILITIES**

- I. Academic freedom is essential to the fulfillment of the purposes of the Pottsville School District.
- II. Pottsville teachers will be protected from censorship or restraint, which unreasonably interferes with their obligation to expose students to controversial issues and to help students express their own views on such issues.
- III. The teacher's responsibility should be to show objectivity in order that various sides of controversial issues are given. To carry out this responsibility, a teacher should be well informed in the areas being studied. It is recognized that any teacher has the right to have his or her own point of view and to express that view, but the teacher also has the responsibility to tell students that the statement is his/her view.

Date Adopted: May 20, 2004

Last Revised:

### **3.20—CERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES**

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

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

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

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: July 8, 2008

Last Revised:

### **3.21—CERTIFIED PERSONNEL TOBACCO USE**

Smoking or the use of tobacco, or products containing tobacco in any form, in or on any property owned or leased by the district, including buses or other school vehicles, is prohibited.

Legal Reference: A.C.A. § 6-21-609

Date Adopted: May 20, 2004

Last Revised:

### **3.22—DRESS OF CERTIFIED EMPLOYEES**

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

Date Adopted: May 20, 2004

Last Revised:

### **3.23—CERTIFIED PERSONNEL POLITICAL ACTIVITY**

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

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

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

Date Adopted: July 8, 2008

Last Revised:

### **3.24—CERTIFIED PERSONNEL DEBTS**

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

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

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

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

Date Adopted: May 20, 2004

Last Revised:

### **3.25—CERTIFIED PERSONNEL GRIEVANCES**

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

#### **Definitions**

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

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

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

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

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

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

#### **Process**

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

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee’s immediate supervisor is the building principal, the superintendent.

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

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

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

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

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student

under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

**Records**

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

**Reprisals**

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

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

Date Adopted: July 8, 2008

Last Revised:

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

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

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

Personnel Policy grievance is based upon:

\_\_\_\_\_

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

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

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

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

Supervisor's Response

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

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

Date Adopted: July 8, 2008

Last Revised:

### **3.26—CERTIFIED PERSONNEL SEXUAL HARASSMENT**

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

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

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

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

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

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

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

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending

upon such circumstances, examples of sexual harassment include, but are not are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity; intimidation by words, actions, insults, or name calling; teasing related to sexual characteristics; and spreading rumors related to a person's alleged sexual activities.

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

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

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

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

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

Date Adopted: May 20, 2004

Last Revised:

### **3.26a— STUDENT DISCIPLINE--SEXUAL HARASSMENT**

#### Purpose

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

#### Authority

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

#### Definitions

Unwelcome sexual advances, requests for sexual favors and other inappropriate oral, written or physical conduct of a sexual nature when made by a member of the school staff to a student or when made by any student to another student constitute sexual harassment when:

- a. submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's education;
- b. submission or rejection of such conduct by an individual is used as the basis for academic decisions affecting that individual; or
- c. such conduct has the purpose or effect of substantially interfering with an individual's academic or professional performance or creation an intimidating, hostile, or offensive academic environment.

Sexual harassment, as defined above, may include but is not limited to the following:

Verbal harassment or abuse

Pressure for sexual activity

Repeated remarks to a person with sexual or demeaning implications

Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's grades, job, etc.

Inappropriate patting or pinching

Any sexually motivated unwelcome touching

## Procedures

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

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

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

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

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

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

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

### School District Action

A. Upon receipt of a recommendation that the complaint is valid, the District will take such action appropriate based on the results of the investigation. If the harasser is a student, disciplinary action may include suspension or expulsion. If the harasser is an employee, disciplinary action may include termination or no renewal.

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

## Reprisal

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

Date Adopted: May 20, 2004

Last Revised:

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

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

Date Adopted: May 20, 2004

Last Revised:

### **3.27a—DISCIPLINE**

I. The basic goal of school discipline is student self-discipline. This is learned as students are given the opportunities for making choices and accepting the consequences. Student self-discipline can be exercised to the extent that limits are established and to the extent that there is a balance between release and restraint. Teachers are expected to provide experiences and to take advantage of teaching and learning situations, which will help students mature into self-disciplined individuals.

II. Each teacher shall handle his/her own discipline problems; however, the more serious problems should be referred to the principal for advice and counsel.

III. Whenever the principal, or any other person in charge of a school in the Pottsville School District, has direct knowledge or has received information leading to a reasonable belief that a student enrolled in the district has committed a felony on school property, or while under school supervision, or has committed any other violent criminal act against a teacher, school employee, or student, the principal, or the person in charge, shall immediately report the incident to the appropriate local law enforcement agency for investigation and the appropriate school district for resolution. IAW Act 888.

Date Adopted: May 20, 2004

Last Revised:

### **3.27b—CORPORAL PUNISHMENT**

- I. Corporal punishment is not encouraged by the Board of Education and should be used only after other methods have failed. Certified personnel who habitually resort to corporal punishment endanger their professional reputation and status.
- II. The Board of Education recognizes that good discipline in the schools results when students are:
  - A. Taught in the home to respect the rights of others and to settle disagreements in an amiable manner.
  - B. Attending a school that provides a relevant curriculum taught by effective personnel in pleasant surroundings.
  - C. Living in a community that provides constructive outlets for its youth. The Board encourages and supports this positive approach to developing a desirable climate of discipline in the schools.
- III. The Board recognizes the need for firmness in dispensing with any isolated problems calling for disciplinary action which occur in the classrooms and during other school activities, whether on or off the school premises. Accordingly, the Board expects:
  - A. That the principal and the faculty of each school shall always be in a position to take disciplinary action.
  - B. That disciplinary action shall contribute to the general welfare of the school or class as a whole and shall be directed toward the positive improvement of citizenship of the group or individual involved.
  - C. That each teacher shall handle his/her own discipline at all times if at all possible; however, the more serious problems may be taken to the principal for advice and counsel.
- IV. The Board directs that corporal (physical) punishment, when deemed necessary, shall be administered only for just cause, be reasonable, follow warnings that the behavior will not be tolerated, and be administered by a teacher or administrator and only in the presence of a school administrator or his designee, who shall be a teacher or administrator employed by the school district. (Act 333 of 1995, “An Act to Amend Arkansas Code 6-18-503 (b) to Clarify Procedures for Administering Corporal Punishment in the Public Schools.”) according to the following requirements:
  - A. Except for those acts of misconduct which are so anti-social or disruptive in nature as to shock the conscience, corporal punishment shall not be administered unless an attempt has been made to modify the pupil’s behavior by some means other than corporal punishment and unless the pupil has been told that a continuation or repetition of his behavior may lead to corporal punishment.
  - B. It shall be administered in the presence of at least one other school official as a witness who shall be advised in the presence of the student the reason for the punishment.

- C. It shall not be administered in the presence of other students, or in a spirit of malice or anger, nor shall it be excessive.
- D. It shall be administered to the lower posterior only, but not to exceed five (5) licks with a paddle furnished or approved by the school.
- E. Refusal to accept corporal punishment may result in suspension.
- F. The principal shall be notified when it is administered, and a written report signed by the employee administering the corporal punishment, stating the reason for the punishment, and signed by the witness shall be filed in the school office.
- G. On request, the parent shall be informed in writing of the reasons for the punishment and the name of the witness.
- H. As used in this section; “teachers and administrators” means those persons employed by a school district and required to have a state-issued certificate as a condition of their employment.

Date Adopted: May 20, 2004

Last Revised:

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

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

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

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

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

Date Adopted: May 21, 2009

Last Revised:

**3.28a—CERTIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT**

Name (Please Print) \_\_\_\_\_

School \_\_\_\_\_ Date \_\_\_\_\_

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

1. Conditional Privilege: The Employee’s use of the district’s access to the Internet is a privilege conditioned on the Employee’s abiding by this agreement.
2. Acceptable Use: The Employee agrees that in using the District’s Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee’s use of the District’s Internet access interfere with, or detract from, the performance of his/her job-related duties.
3. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up and including termination.
4. “Misuse of the District’s access to the Internet” includes, but is not limited to, the following:
  - a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
  - b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
  - c. posting anonymous messages on the system;
  - d. using encryption software;
  - e. wasteful use of limited resources provided by the school including paper;
  - f. causing congestion of the network through lengthy downloads of files;
  - g. vandalizing data of another user;
  - h. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
  - i. gaining or attempting to gain unauthorized access to resources or files;
  - j. identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
  - k. using the network for financial or commercial gain without district permission;
  - l. theft or vandalism of data, equipment, or intellectual property;
  - m. invading the privacy of individuals;
  - n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
  - o. introducing a virus to, or otherwise improperly tampering with, the system;

- p. degrading or disrupting equipment or system performance;
- q. creating a web page or associating a web page with the school or school district without proper authorization;
- r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- s. providing access to the District's Internet Access to unauthorized individuals; or
- t. taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- u. making unauthorized copies of computer software.
- v. personal use of computers during instructional time.

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

6. No Expectation of Privacy: The Employee signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee's use of the District's Internet Access and may also examine all system activities the Employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.

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

Employee's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Date Adopted: May 20, 2004

Last Revised:

### **3.29—CERTIFIED PERSONNEL SCHOOL CALENDAR**

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

The Pottsville School District shall operate by the following calendar. (Insert your school calendar here.)

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

Date Adopted: July 8, 2008

Last Revised:

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

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

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

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

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

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

Date Adopted: July 8, 2008

Last Revised:

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

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

To help promote a drug free workplace, the district shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the district's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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

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

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his

immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately.

If the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day period.

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

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

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

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

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

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

Date Adopted: May 21, 2009

Last Revised:

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

CERTIFICATION

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date Adopted: July 8, 2008

Last Revised:

### **3.31a— PTO MEETINGS**

I. Staff members are encouraged to attend Parent-Teacher Organization meetings regularly throughout the year.

II. The Parent-Teacher Organization promotes the welfare of children and youth to secure for every child the highest caliber of education through the cooperation of school, home, and community.

Date Adopted: May 20, 2004

Last Revised:

### 3.32—CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE

#### Definitions:

Active Duty: is duty under a call or order to active duty under a provision of law referred to in 10 USC § 101(a)(13)(B).

Contingency Operation: has the same meaning given such term in 10 USC § 101(a)(13).

Covered Service Member: is 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.

Eligible Employee: is an employee who has been employed by the district for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave. Full time, licensed teachers are considered to have met the 1250 hour requirement for eligibility.

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

Instructional Employee: is a teacher whose principal function is teach and instruct students in a class, a small group, or an individual setting and includes, athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include administrators, counselors, librarians, psychologists, or curriculum specialists who are included under the broader definition of “eligible employee” (to the extent the employee has been employed for 12 months).

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

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

- A) 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: is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter.

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

Serious Injury or Illness: used in respect to 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 that may render the member unfit to perform the duties of the member’s office, grade, rank, or rating.  
Year: the twelve (12) month period of eligibility shall begin on the first duty day of the 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 Medical Leave Act of 1993 shall govern.

## Leave Eligibility

The district will grant up to twelve (12) weeks of leave in a year accordance with the Family Medical Leave Act of 1993 (FMLA) 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. In order to care for the spouse, or a 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 (as the U.S. Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

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

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered service member** shall be entitled to a total of 26 weeks of leave during one 12-month period to care for the service member. During the single 12-month period, the eligible employee is entitled to a combined total of 26 weeks of leave to care for the covered service member and for reasons 1 through 5 listed above. Leave taken, which does not include caring for a covered service member, is limited to 12 weeks in a year.

If husband and wife are both eligible employees employed by the district, the husband and wife are entitled to a total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member**. During the single 12-month period, the eligible husband and wife are entitled to a combined total of 26 weeks of leave to care for a covered service member and for reasons 1 or 2 listed above or to care for a parent with a serious health condition. Leave taken, which does not include caring for a covered service member, is limited to a combined total of twelve (12) weeks in a year when taken for reasons 1 or 2 listed above or to care for a parent with a serious health condition.

## **District Notice to Employees**

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

## **Employee Notice to District**

### Foreseeable:

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

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

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

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

### Unforeseeable:

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

## **Medical Certification**

When the need for leave is for reasons 3 or 4 listed above or for the care of a covered service member, the employee should provide a medical certification from a licensed, practicing health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin. The certification shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. Leave taken for reason 3 listed above, must include

certification that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time the employee is needed to provide the care. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.

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

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

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

- a. The employee requests an extension of leave;
- b. Circumstances described by the previous certification have changed significantly; and/or
- c. The district receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification in no more than fifteen (15) calendar days after the district's request.

No second or third opinion on recertification may be required.

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

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

### **Concurrent Leave**

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

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

### **Health Insurance Coverage**

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

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

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

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

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

### **Reporting Requirements During Leave**

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

### **Return to Work**

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

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

similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. The employee may not be restored to a position requiring additional licensure or certification.

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

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

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

Eligible employees may take intermittent or reduced schedule leave due to reasons 3 and 4 listed above or to care for a covered service member if they have

- (A) made a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and
- (B) provided the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

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

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

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

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

#### **Leave more than 5 weeks prior to end of term.**

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

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

**Leave less than 5 weeks prior to end of term**

If the eligible, instructional employee begins leave, due to reasons 1 through 3 listed above or to care for a covered service member, during the period that commences 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

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

**Leave less than 3 weeks prior to end of term**

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

Cross Reference: 3.8—CERTIFIED PERSONNEL SICK LEAVE

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

Date Adopted: July 8, 2008

Last Revised:

## 29 CFR 825.114 - What is a "serious health condition" entitling an employee to FMLA leave?

(a) For purposes of FMLA, "serious health condition" entitling an employee to FMLA leave means an illness, injury, impairment, or physical or mental condition that involves:

(1) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom), or any subsequent treatment in connection with such inpatient care; or

(2) Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(i) A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(A) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(B) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

(ii) Any period of incapacity due to pregnancy, or for prenatal care.

(iii) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(A) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(B) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(C) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(iv) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

(v) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

(b) Treatment for purposes of paragraph (a) of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. Under paragraph (a)(2)(i)(B), a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a

health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

(c) Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.

(d) Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. On the other hand, absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.

(e) Absences attributable to incapacity under paragraphs (a)(2) (ii) or (iii) qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

### **3.33— ASSIGNMENT OF EXTRA DUTIES FOR CERTIFIED PERSONNEL**

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

#### **PROFESSIONAL EXTRA DUTIES**

I. Extracurricular duties are considered a normal part of a teacher's work. The allocation and assignment of such duties in each school is the responsibility of the principal.

II. When special duties are assigned to a teacher and when such duties are not regular teaching duties or extracurricular duties of a nature considered a normal part of a teacher's work, the teacher shall be paid for such duties with an additional compensation.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: May 20, 2004

Last Revised:

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

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

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

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.

Date Adopted: May 21, 2009

Last Revised:

### **3.35—CERTIFIED PERSONNEL BENEFITS**

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

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system;
4. Eleven sick leave days per contract period.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: May 20, 2004

Last Revised:

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

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

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

#### **NONRENEWAL AND TERMINATION**

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

1. “Teacher” - The term teacher as used in this policy is any person, exclusive of the superintendent, associate superintendent, and assistant superintendent, who is required to hold a teaching certificate from the Arkansas Department of Education as a condition of employment.
2. “Probationary teacher” is a teacher who has not completed three (3) successive years of employment in the Pottsville School District. When employing a non-probationary teacher from another school district, the school board may by a majority vote require a one-(1) year probationary period.

##### **B. NOTICE OF RENEWAL OR NONRENEWAL**

A contract between the teacher and the Board shall be renewed in writing on the same terms and the same salary, unless increased or decreased by law, for the next school year succeeding the date of termination fixed therein. The renewal may be made by an endorsement on the existing instrument; unless on or by the time provided in Arkansas State Law subsection (b) of section 4 of Act 319 of 1941, the teacher is notified in the writing by the superintendent that he is recommending that the teacher’s contract not be renewed or unless during the period of the contract or within ten (10) days after the school year the teacher shall deliver or mail by registered mail to the Board his or her resignation as a teacher, or unless such contract is superseded by another contract between the parties. A notice of nonrenewal shall be mailed by registered or certified mail to the teacher at the teacher’s residence address as reflected in the teacher’s personnel file. A teacher who has completed three (3) successive years of employment in the school district in Pottsville is deemed to have completed the required probationary period. The notice of recommended nonrenewal of a teacher who has completed the required probationary period of employment shall include a statement of the grounds for such recommendation. (Acts 1979, No. 766, Sec. 4, p.1705.) The Superintendent must notify a teacher in a certified letter of his/her intent to terminate or non-renew, and furnish any reason, before May 1st of any school year.

C. GROUNDS FOR TERMINATION

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

D. SUSPENSION - HEARING - TERMINATION

1. Whenever the superintendent has reason to believe that cause exists for the termination of a teacher and that the immediate suspension of the teacher is necessary in the best interest of the district, the superintendent shall notify the teacher in writing of the suspension and/or recommended termination, and shall state that a hearing before the board is available to the teacher upon request, provided such request is made in writing within the time provided in Section VII, Hearing Procedure.
2. The President of the Board shall schedule the hearing and the teacher shall and shall be held within the time provided in Section VII after the request for the hearing, unless the teacher and the Board agree to a later time.
3. The teacher is entitled to representation.
4. Only the superintendent may make the recommendation for termination, suspension, or nonrenewal.
5. The school board must vote its decision in a public meeting.
6. The school board must make specific written conclusions concerning the truth of reasons supporting the recommendation for termination, suspension, or non-renewal.
7. A probationary teacher has seventy-five (75) days to appeal violations of this to Circuit Court.

E. REQUEST FOR HEARING - HEARING PROCEDURE

A teacher who receives a notice of recommended termination or a teacher who has completed three (3) successive years of employment in the district who receives a notice of recommended nonrenewal may file a written request for a hearing. Such written request for a hearing shall be sent by certified or registered mail to the President of the School Board with a copy to the superintendent, or may be delivered in person to each of them by such teacher, within thirty (30) days after the written notice of proposed termination or nonrenewal is received by the teacher.

Upon receipt of such request for a hearing, the Board shall grant a hearing in accordance with the following provisions:

1. The hearing shall take place not less than five (5) nor more than ten (10) days after the written request therefore has been served on the Board, except that the teacher and the Board in writing, agree to a postponement of the hearing to a later date.
2. The hearing shall be private unless the Board or the teacher shall request and agree that the hearing be public.
3. Legal counsel or other chosen representatives may represent the teacher and the Board.
4. It shall not be necessary that a full record of the proceedings at the hearing be made and preserved unless:
  - a. The Board shall elect to make and preserve a record of the hearing at its own expense, in which event, a copy thereof shall be furnished to the teacher, upon request, without cost to the teacher.
  - b. A written request is filed with the Board by the teacher at least twenty-four (24) hours prior to the time of the hearing.

#### F. BOARD ACTION - APPEAL

Upon completion of such hearing, the Board may, within ten (10) days after the holding of the hearing in regard to the termination of any teacher or the nonrenewal of the contract of a teacher who has been employed continuously throughout the school district for three (3) or more years:

1. Uphold the recommendation of the superintendent to terminate or not renew the teacher's contract, or
2. May reject or modify the superintendent's recommendation to terminate or not renew the contract of the teacher, or
3. May vote to continue the contract of such teacher under such restrictions, limitations, or assurances as the school board may deem being in the best interest of the school district.
4. Said decisions shall be reached by the school board within ten (10) days from the date of the hearing and a copy thereof shall be furnished in writing to the teacher involved, either by personally delivering same to the teacher or by addressing same to the teacher's last known address by registered or certified mail.
5. The exclusive remedy for any person aggrieved by the decision of the school board shall be appealed (an appeal) therefore to the Circuit Court of Pope County within thirty (30) days of the written notice of the action of the school board.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: May 20, 2004

Last Revised:

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

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

Note: ASBA realizes a policy regarding teacher aides has no place in the certified personnel section, but state law now mandates it anyway.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: May 20, 2004

Last Revised:

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

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

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

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

#### **Definitions:**

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

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

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

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

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

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

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

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

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

Legal Reference: A.C.A. § 6-18-514

Date Adopted: July 8, 2008

Last Revised:

### **3.39— CERTIFIED PERSONNEL RECORDS AND REPORTS**

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

Legal Reference:       A.C.A. § 6-17-104

Date Adopted: July 8, 2008

Last Revised:

### **3.40—CERTIFIED PERSONNEL DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT**

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

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

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

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

Date Adopted: July 8, 2008

Last Revised:

### **3.41—CERTIFIED PERSONNEL VIDEO SURVEILLANCE**

The board has a responsibility to maintain discipline, protect the safety, security, and welfare of its students, staff, and visitors while at the same time safeguarding district facilities, vehicles, and equipment. As part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras. The placement of video/audio surveillance cameras shall be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy anywhere on or near school property, facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing areas where an expectation of privacy is reasonable and customary.

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

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

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

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

Video recordings may become a part of a staff member's personnel record.

Date Adopted: July 8, 2008

Last Revised:

### **3.42—RELEASE of STUDENT’S FREE and REDUCED PRICE MEAL ELIGIBILITY INFORMATION**

As part of the district’s participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data’s confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information<sup>1</sup> as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

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

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

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

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

ADE Eligibility Manual for School Meals Revised July 2008  
7 CFR 210.1 – 210.31  
7 CFR 220.1 – 220.22  
42 USC 1758(b)(6)

Date Adopted: May 21, 2009

Last Revised:

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

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

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

Date Adopted: May 21, 2009  
Last Revised:

### **3.44—CERTIFIED PERSONNEL WORKPLACE INJURIES and WORKERS' COMPENSATION**

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

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

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

An employee who is absent from work due to a workplace injury or receiving temporary disability benefits due to a Workers' Compensation claim will utilize any sick leave accumulation he or she may have at the rate of 1/3 of a sick leave day for day of absence to bring the total amount of combined income up to 100% of usual contracted pay, unless the employee gives the school district written notice to not use sick leave days in this manner. No employee may realize a net compensation gain from a combination of Workers' Compensation benefits and sick leave in excess of contracted pay. Sick leave days used for workplace injuries will not be restored to the employee.

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

Cross Reference: 8.23—NONCERTIFIED PERSONNEL FAMILY MEDICAL LEAVE

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

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