

CERTIFIED PERSONNEL

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3.1L—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.

A teacher is eligible for placement on the master's degree salary schedule when he/she has a master's degree in an area that is considered relevant to the employee's position. For the purposes of this policy, a master's degree or higher is considered "relevant to the employee's position" if it is related to education, guidance counseling, or the teacher's content area and has been awarded for successful completion of a program at the master's level or higher.

Teachers who have earned a master's degree in an area that is considered relevant to the employee's position as defined in this policy are responsible for reporting and supplying a transcript to Central Office. The appropriate salary increase will be reflected in the next paycheck provided it is at least thirty (30) days from the time the notice and documentation is delivered. All salary changes will be on a "go forward" basis, and no back pay will be awarded.

Teachers who have earned sufficient college hours toward a degree relevant to the teacher's employment to warrant a salary change on the district's salary schedule are responsible for reporting and supplying a transcript to Central Office. The appropriate salary increase will be reflected in the next paycheck provided it is at least thirty (30) days from the time the notice and documentation is delivered. All salary changes will be on a "go forward" basis, and no back pay will be awarded.

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.

Notes: A.C.A. § 6-11-129 requires employee contract information to be available on the district's website and also identifies the contract items that must be redacted.

Legal References: A.C.A. § 6-17-201, 202, 2402, 2403
 A.C.A. § 6-18-708
 A.C.A. § 6-20-2305(f)(4)

Date Adopted: June 9, 2008
Last Revised: June 13, 2011

Waldron School District
2011-12
Licensed Salary Schedule

192 Contract Days

YR/DEG	B	B15	B30	M	M15	M30
0	33,550	34,650	35,950	36,950	37,450	37,950
1	34,025	35,125	36,425	37,475	37,975	38,475
2	34,500	35,600	36,900	38,000	38,500	39,000
3	34,975	36,075	37,375	38,525	39,025	39,525
4	35,450	36,550	37,850	39,050	39,550	40,050
5	35,925	37,025	38,325	39,575	40,075	40,575
6	36,400	37,500	38,800	40,100	40,600	41,100
7	36,875	37,975	39,275	40,625	41,125	41,625
8	37,350	38,450	39,750	41,150	41,650	42,150
9	37,825	38,925	40,225	41,675	42,175	42,675
10	38,300	39,400	40,700	42,200	42,700	43,200
11	38,775	39,875	41,175	42,725	43,225	43,725
12	39,250	40,350	41,650	43,250	43,750	44,250
13	39,725	40,825	42,125	43,775	44,275	44,775
14	40,200	41,300	42,600	44,300	44,800	45,300
15	40,675	41,775	43,075	44,825	45,325	45,825
16	41,150	42,250	43,550	45,350	45,850	46,350
17	41,625	42,725	44,025	45,875	46,375	46,875
18	42,100	43,200	44,500	46,400	46,900	47,400
19	42,575	43,675	44,975	46,925	47,425	47,925
20	43,050	44,150	45,450	47,450	47,950	48,450

Trust fund money will be utilized to pay for any State Required salary increases.

Licensed personnel who are eligible for Arkansas Teacher Retirement benefits will receive a \$2000 non-recurring salary increase for the current contracted year only if the following guidelines are met:

1. The employee must meet the Arkansas Teacher Retirement System requirements for full retirement benefits in the current contract year.
2. The employee must have a minimum of five years experience in the Waldron School District.
3. The employee must file all required teacher retirement documents by June 15 of the current contracted school year.

Any teacher who achieves National Board Certification will receive a stipend of \$1000 per year.

If any make up days are required due to inclement weather or other reasons, the school board will determine the make up schedule.

A teacher will have worked a "year" if he/she works at least 120 days.

Excel-Cert. Schedule

Board approved 06/01/2009

**ADMINISTRATORS SALARY SCHEDULE
2011-12**

- I. Degree level with 15 years experience or total years of experience whichever is greater based on number of days contracted.
- II. Plus \$200 a year increments for Waldron administrative experience frozen at the 2008-09 level.
- III. Position stipends

**ADMINISTRATORS STIPEND SCHEDULE
2011-12**

Elementary Principal	(238 days)	\$ 6,000.00
Assistant Elementary Principal	(221 days)	\$ 3,500.00
Middle School Principal	(238 days)	\$ 7,000.00
Assistant Middle School Principal	(221 days)	\$ 4,500.00
High School Principal	(238 days)	\$ 10,000.00
Assistant High School Principal	(221 days)	\$ 6,000.00
Federal Funds Administrator	(228 days)	\$ 4,000.00
Special Education Supervisor (Currently 221 days)	(As set)	\$ 2,500.00
Special Programs	(As set)	\$ 1,500.00
Professional Development and Curriculum Support/ Operational Plant Administrator	(245 days)	\$ 6,000.00
Pre-K Principal/Director	(As set)	\$ 2,000.00

Licensed administrator's/active, current and approved ALP on file to receive stipends.

Superintendent's salary and conditions of his/her contract will be established by the school board. Effective July 1, 2010 that salary will be set at 1.50 times the daily rate of pay of the corresponding position on the salary schedule. Superintendent is expected to live in district.
(Board Meeting 01/26/2011) Board changed multiplier from 1.50 to 1.60. Days changed from 238 to 245.

Administrators with specialist or above degrees will advance 2 years experience on the teacher salary schedule to a maximum of 20 years.

Administrative positions contracted for 238 days or more will be entitled to two weeks vacation annually.

Administrative positions contracted for less than 238 days and more than 222 days will be entitled to one week vacation annually.

Administrative positions contracted for 222 days or less will not be entitled to vacation days.

Vacation days not used may be carried over to the next contract year. Five vacation days is the maximum days that may be carried over to the next contract year. Any vacation days not used or carried forward will be reimbursed at 75% of the employees daily rate of pay. The employee has the option of being reimbursed for any vacation days not used by the end of the contract year.

Position	Stipend Amount	# of Days			
Level 1					
Head Football Sr.	4000.00	226 (211 days + 15 days field Maint.)			
Asst. Football Cord.	2000.00	206			
Asst. Football Sr.	1200.00	206			
Head Football Jr.	1500.00	206			
Asst. Football Jr.	800.00	192			
Level 2					
Head Basketball Sr.	4000.00	211			
Asst. Basketball Sr.	1200.00	206			
Head Basketball Jr.	1500.00	206			
Asst. Basketball Jr.	800.00	192			
Level 3					
Head Volleyball Sr.	2000.00	206			
Asst. Volleyball Sr.	700.00	192			
Head Volleyball Jr.	700.00	206			
Asst. Volleyball Jr.	400.00	192			
Head Baseball Sr.	2000.00	192			
Asst. Baseball Sr.	1000.00	192			
Head Softball Sr.	2000.00	192			
Asst. Softball Sr.	1000.00	192			
Head Track Sr.	2000.00	192			
Asst. Track Sr.	800.00	192			
Head Track Jr.	900.00	192			
Asst. Track Jr.	500.00	192			
Level 4					
Cross Country	1200.00	192			
Golf	800.00	192			
Power Lifting	800.00	192			
Cheer Sr.	2000.00	192			
Cheer Jr.	1600.00	192			
Other					
Athletic Director	3000.00	as assigned			
Band Sr.	2000.00	as assigned			
Band Jr.	1500.00	as assigned			
Choir Sr.	800.00	as assigned			
Choir Jr.	600.00	as assigned			
SIP Director/Instructor	1500.00	as assigned			
This proposal discontinues the 2% increase for each year employed in the District					
Board Approved 06/29/09 Excel-Stipend Schedule Athletic Other 1011					

3.2—CERTIFIED PERSONNEL EVALUATIONS

See 3L.112

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: June 28, 2004

Last Revised:

3.4L—CERTIFIED PERSONNEL REDUCTION IN FORCE

SECTION ONE

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

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

Option 1 - Primary

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

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

Option 2 – Tie Breaker

If a reduction in force becomes necessary in a licensure area, the RIF shall be conducted for each licensure area and/or specific grade level on the basis of each employee's points as determined by the schedule contained in this policy. The teacher with the fewest points will be laid off first. In the event of a tie between two or more employees, the teacher(s) shall be retained whose name(s) appear first in the board's minutes of the date of hire. There is no right or implied right for any teacher to "bump" or displace any other teacher.

Points

- Years of service in the district—1 point per year
All certified position years in the district count including non-continuous years.
Service in any position not requiring teacher licensure does not count toward years of service. Working fewer than 120 days in a school year shall not constitute a year.
- Graduate degree in the area of licensure applicable to credit of points (only the highest level of points apply)
 - 1 point—Master's degree
 - 2 points—Master's degree plus thirty additional hours
 - 3 points—Educational specialist degree
 - 4 points—Doctoral degree
- National Board of Professional Teaching Standards certification—1 point
- Additional academic content areas of endorsement as identified by the state board—1 point per area

- Certification for teaching in a state board identified shortage area—2 points
- Multiple areas and/or grade levels of licensure as identified by the state board—1 point per additional area or grade level as applicable

All points awarded must be verified by documents on file with the District by October 1 of the current school year. Each teacher's points shall be totaled with teachers ranked by the total points from highest to lowest. All teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points with the superintendent whose decision shall be final.

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

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

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

SECTION TWO

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

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: June 28, 2004

Last Revised: June 7, 2005; June 19, 2006

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: June 28, 2004

Last Revised: April 11, 2011

3.5L—CERTIFIED PERSONNEL CONTRACTS

The Board of Education and its employees shall enter into contracts of employment for a specified period of time and compensation. All employees shall meet all stated position qualifications and/or certification requirements before any contract shall become valid.

No teacher shall be placed on the payroll of the School district unless the teacher holds a valid certificate as required by law, and unless a copy of the teacher's contract has been filed with the county supervisor or designee. Individuals taking Non-Traditional routes for certification may be given consideration for certified positions.

The salaries of all personnel shall be established by the Board of Education upon recommendation of the superintendent of Schools. The salaries of all personnel are based upon an established salary schedule and/or index. All indexes will remain in effect from year to year. The Board may alter any index prior to issuing of contracts if they so desire. The salary schedule shall be adopted by the Board annually, upon the recommendation of the Superintendent and may be changed at the discretion of the Board from year to year to make salary adjustments as a result of changing revenue and state laws.

Credit considered for hours above a Bachelor's degree shall be graduate level courses that have been earned after the Bachelor's degree was awarded. Graduate level courses shall be identified on the transcript as graduate courses. No consideration will be given for undergraduate level courses. Credit given for hours earned above a Masters degree will be for those graduate hours earned after the Master's degree was awarded. No consideration will be given for graduate level courses obtained (dated) prior to completing requirements for the Masters degree.

College credit submitted for consideration toward education increments must be received in the central office prior to September 5 of each school year. Experience credit for years of experience is based on full year experience at the beginning of the school term. No consideration will be given for half year experience.

Course work approved prior to the adoption of this policy will not be affected.

The Board of Education, at its discretion, may allow salary stipends to certain instructional personnel who assume special extra duties. All stipend amounts will remain in effect from year to year. The Board may change any stipend prior to issuing of contracts if so desired.

Teachers will be given a letter of intent which they shall accept or reject within ten working days. At the end of the ten day period, those teachers who have not submitted their letter of intent shall be considered to have resigned their position unless other arrangements have been made with the building Principal and Superintendent.

The salary of personnel shall be in accordance with the Board's salary schedule as determined by certification, experience, and/or any other criteria approved by the Board in keeping with the laws of the state.

The contents of the contract shall fix the term of employment and the compensation to be received. Any change in employment status, term of employment or compensation paid shall require the execution of a new contract.

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 campus office. The date of receipt of the contract shall be the date of the employee's signature verifying receipt of the contract.

Failure of an employee to return the signed contract to the office 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: June 28, 2004

Last Revised:

3.6L—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 31.¹ 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. § 6-17-1202 have until the end of the following school year to make up the deficient hours. Missed hours of professional development shall be made up with professional development that is substantially similar to that which was missed and approved by the administration. This time 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.² 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.

At least once every three (3) years, persons employed as athletics coaches, shall receive training related to concussions, dehydration, or other health emergencies as well as students' health and safety issues related to environmental issues and communicable diseases.

All licensed personnel shall receive training related to child maltreatment within twelve (12) months of their initial licensure and/or the renewal of their license. The training curriculum shall be approved by the Arkansas Child Abuse/Rape/Domestic Violence Commission and may be substituted for the required hours of parental involvement on an hour-for-hour basis. For the purposes of this training, licensed personnel includes school social workers, psychologists, and nurses.

All licensed personnel shall receive training related to compliance with the district's antibullying policies.

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) such 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.

If an employee fails to cancel or not show up for professional development training, meeting, etc., and a cost is incurred to the district, it may be the responsibility of the employee to pay for the cost incurred.

Notes: ¹ The Rules Governing Professional Development 4.02 require the district to choose the option it will follow and “document” its choice. The documentation may be noted by the selection chosen for this policy and also in the district’s “plan” for professional development required by A.C.A. § 6-17-704(c) (1).

² The number of contract days may vary between employees, but the concern here is with the number of contract days specified in each individual employee’s contract.

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. § 6-15-1004(c)
A.C.A. § 6-15-1703
A.C.A. § 6-17-703
A.C.A. § 6-17-704
A.C.A. § 6-17-705

A.C.A. § 6-17-1202
A.C.A. § 6-20-2303(15)
A.C.A. § 6-61-133

Date Adopted:

Last Revised: June 13, 2011

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:

- a. Random tests;
- b. Testing in conjunction with an accident;
- c. Receiving a citation for a moving traffic violation; and
- d. 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.

This policy is similar to Policy 8.4. If you change this policy, review 8.4 at the same time to ensure applicable consistency between the two.

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

Date Adopted: June 28, 2004
Last Revised: June 11, 2007

3.8L—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 ninety (90) 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

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 unless travel time or other unusual circumstances warrant a full day as determined by the principal.

Leave arrangements may be made, when possible, and when properly requested, for teachers who are performing official duties in a funeral ceremony. Any employee called upon to serve at a funeral as minister, musician, pall bearer, or other official will be given one-half day of leave at no loss of pay if funeral related services are provided without monetary reimbursement. If extenuating circumstances exist, the leave may be for a full day, at the discretion of the building principal.

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

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

A record of sick leave used and accumulated shall be established and maintained by the school district for each of its teachers. Sick leave that is unused by a teacher during any school year shall be accumulated in such teacher’s sick leave account at a rate of one day per month or major portion thereof employed until ninety (90) days have been accumulated. A teacher who qualifies for sick leave may use any amount up to his/her total number of accumulated days. Accumulated days of sick leave that are used up may be restored up to ninety (90) days in the same manner that they were first accumulated. Certified personnel will be compensated at a rate of \$50.00 per day for all days in excess of 90 days.

If a certified employee has used all of his/her earned sick leave and all of the personal days (including the two for which substitute pay is withheld from his/her salary), then the employee may take up to four days of sick leave for which only substitute pay will be deducted (these four days are only available during the current contract year). When a certified

employee returns to work from using one or more of these days, he/she will submit a written letter to his/her building principal stating the need for the additional sick leave. This is for record-keeping purposes only.

At the discretion of the principal (or Superintendent), the District may require a written statement of the employee's physician when absence exceeds four continuous days or when absence indicates need for verification. Failure to provide such documentation of illness may result in sick leave not being paid, or administrative disciplinary action.

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.

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 applicability¹ determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing², 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.

Notes: This policy is similar to Policy 8.5. If you change this policy, review 8.5 at the same time to ensure applicable consistency between the two.

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: June 28, 2004
Last Revised: April 11, 2011

3.9L—CERTIFIED PERSONNEL SICK LEAVE BANK*

The Waldron School District shall provide a sick leave bank for all full-time certified personnel. These sick leave days will become available in the event of a *catastrophic accident or illness of any full-time certified personnel or family member as defined by School Board Policy ILLNESS – GBRIB.

Use of the sick leave days from the bank shall be permitted only after the individual has used all of his/her accumulated sick leave, personal leave and sub deduct days. The individual will then submit a written request to the Superintendent accompanied by a physician's statement specifying the extent of the injuries or illness and the probable length of absence from school duties. This request will then be considered by a committee composed of the Superintendent or designee, district principals, and one teacher from each building level appointed by the building principal to serve for a period of one year. The teacher and principal on the committee representing the building of the teacher who is requesting the use of the sick leave bank will not be a voting participant.

No individual shall receive more than forty (40) days from the sick leave bank in any one school year. Teachers who are eligible for the forty day sick leave bank and have an illness which extends beyond the sick leave bank would be docked only for the substitute's pay instead of their actual daily salary pay, if recommended by the committee.

The committee has the option of granting any number of sick leave bank days up to the maximum benefit available. All sick leave bank benefits are effective only during the personnel's current contract period.

The committee shall have the authority to grant, reduce or deny any request.

*Catastrophic accidents or illnesses are defined as life-threatening illnesses or accidents and/or hospital confinement. It does not include illnesses that are normally diagnosed and successfully treated such as allergies, etc.

Legal References:

Act 791 of 1989

Adopted: June 28, 2004

Revised: June 13, 2011

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: June 28, 2004

Last Revised: June 7, 2005

3.11L—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 and two (2) days of substitute deduct personal leave per contract year. The two (2) days of which no substitute pay is deducted can be carried over, allowing the individual to accumulate up to four (4) days of personal leave for which no deduction will be made. Any unused personal leave days above the four (4) accumulated days will be added to sick leave days. The substitute deduct personal leave days do not accumulate. The no-deduction personal days will always be charged to the teacher first. The leave may be taken in increments of no less than one-half day.

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions and do not qualify for other types of leave (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.

Teachers shall not take leave under the following circumstances, unless it is an emergency:

1. the day preceding and/or the day following a school recognized holiday
2. during State required testing

Any request for the above times must be submitted in writing and approved by the superintendent and/or designee.

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 district.

Legal Reference: A.C.A. § 6-17-211

Date Adopted: June 28, 2004

Last Revised: June 11, 2007, April 14, 2008

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)**

Notes: This policy is similar to Policy 8.8. If you change this policy, review 8.8 at the same time to ensure applicable consistency between the two.

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: June 11, 2007

Last Revised: June 9, 2008

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 nonrenewal or termination of his employment contract.

Legal Reference: A.C.A. § 6-17-115

Date Adopted: June 28, 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.

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

Employees shall receive their regular pay from the district while serving jury duty, and shall reimburse the district from the stipend they receive for jury duty, up to, but not to exceed, the cost of the substitute hired to replace the employee in his/her absence.

Legal Reference: A.C.A. § 16-31-106

Date Adopted:

Last Revised: June 29, 2010

3.15—CERTIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT

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

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

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

Legal Reference: A.C.A. § 6-17-1209

Date Adopted: June 28, 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. For the purposes of this policy, pre-kindergarten through sixth grade teachers shall be eligible for the allotted supply reimbursement for those students enrolled in the teacher's class for more than 50% of the school day at the end of the first three months of the school year.

Teachers may purchase supplies and supplementary materials from the district at the district's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by their building principal and superintendent a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Receipts totaling less than \$25.00 will be held until total receipts are equal to or greater than \$25.00. 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.

Reimbursement requests submitted by the 5th of each month will be processed by the 15th.

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: June 28, 2004

Last Revised: June 7, 2005

3.17L—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.

A written report shall be filed by the employee in the campus office prior to notifying the police.

Legal Reference: A.C.A. § 6-17-106

Date Adopted: June 28, 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: June 28, 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 Waldron School District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, or disability.

The Board of Education has established that when an employee of the Waldron School District retires from the district with at least five years of service, the district will present them a plaque in recognition of their years of service to the district.

Date Adopted: June 28, 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.

The provisions of policy 7.12—EXPENSE REIMBURSEMENT are incorporated by reference into this policy.

Note: This policy is similar to 8.14. If you change this policy, review 8.14 at the same time to ensure consistency between the two.

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: June 28, 2004

Last Revised: April 11, 2011

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.

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: June 28, 2004

Last Revised:

3.22L—DRESS OF CERTIFIED EMPLOYEES

The dress code for the Waldron Public School Employees will be no less than what has been decided as the dress code for the Waldron Public School Students and will not exceed that of which has been decided for the students except for the following specifics listed below.

Specifics:

- < Skirts and dresses no shorter than the top of the kneecap
- < Jeans: permitted, as long as they are of neat appearance preferably dress jeans: no holes, not faded unless bought that way from the store
- < Absolutely no shorts may be worn in the classroom, school building or while working at school functions. Shorts are acceptable in athletic and physical education classes or activities
- < No sleeveless tops worn alone (must be covered with a jacket at all times)
- < No shirts below 3 inches of collarbone
- < No see through/sheer or crocheted clothing may be worn unless it is a second layer to other appropriate clothing
- < No midriff tops or hip hugger jeans
- < No sweat or jogging pants or spandex; wind suits are permitted
- < No provocative dress: ex. Form fitted clothing, etc.
- < No clothing with advertising or lettering concerning tobacco, alcohol, drugs, or containing profanities, obscenities or offensively suggestive wording

All dress should be appropriate and professional in appearance. Appropriateness will be determined by the administration.

Date Adopted: June 28, 2004
Last Revised:

3.23—CERTIFIED PERSONNEL POLITICAL ACTIVITY

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

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

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

Date Adopted: June 28, 2004

Last Revised: June 19, 2006

3.24L—CERTIFIED PERSONNEL DEBTS

All employees are expected to meet their financial obligations. If an employee habitually 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.

At the discretion of the Superintendent, he or his designee will 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.

An employee that resigns, retires, or is dismissed, must check at Central Office to determine if any debts to the district exist.

Date Adopted: June 28, 2004

Last Revised: June 13, 2011

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.¹ 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 superintendent². 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.

Note: ¹ It is important to understand the implications of the language contained in this paragraph. Only matters specified in the first sentence of the paragraph are, in fact, grievable, but that cannot prohibit an employee from filing a grievance which the administration does not deem to be grievable and nonetheless advancing it through the grievance process. Ultimately, it is the board that determines whether or not the matter is actually grievable by comparing the written grievance to the definition of grievance in the grievance policy, and continuing on with the hearing only if the grievance is determined to be within the definition. This is addressed in the “Appeal to the Board of Directors” paragraph.
² It is suggested that you date stamp the request for a board hearing upon receipt.

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

Date Adopted: June 28, 2004

Last Revised: June 11, 2007

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: June 28, 2004

Last Revised:

3.26—CERTIFIED PERSONNEL SEXUAL HARASSMENT

The Waldron 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:

Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;

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

Such conduct has the purpose or effect of substantially interfering with an individual's academic or work performance or creates an intimidating, hostile, or offensive academic or work environment.

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

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

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of sexual harassment include, but are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity; intimidation by words, actions, insults, or name calling; teasing related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the individual self-identifies as homosexual; 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.
 A.C.A. § 6-15-1005 (b) (1)

Date Adopted: June 28, 2004

Last Revised: April 11, 2011

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 to ensure faculty supervision of students throughout the school day and at extracurricular activities.

Date Adopted: June 28, 2004

Last Revised:

3.28—CERTIFIED PERSONNEL COMPUTER USE POLICY

The Waldron 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.

Note: This policy is similar to Policy 8.22. If you change this policy, review 8.22 at the same time to ensure applicable consistency between the two.

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: June 28, 2004
Last Revised: June 29, 2009

3.28F—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 to and including termination.
4. “Misuse of the District’s access to the Internet” includes, but is not limited to, the following:
 - a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
 - b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
 - c. posting anonymous messages on the system;
 - d. using encryption software;
 - 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; or
 - w. Installing software on district computers without prior approval of technology director or his/her designee.

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

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

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

Employee's Signature: _____ Date _____

Date Adopted: June 28, 2004

Last Revised: April 11, 2011

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 Waldron School District shall operate by the following calendar.

Calendar on next page.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: June 28, 2004

Last Revised: June 19, 2006

SCHOOL CALENDAR WALDRON PUBLIC SCHOOLS 2011-12

Days Required:
 Student Days 178
 Professional Development Days 10
 Parent/Teacher Conference 2
 Work Days 2
 Teacher Days 192

KEY

PD -Professional Development
 W -Teacher Work Day
 { -Start of 9 Weeks
 } -End of 9 Weeks
 H -Holiday / No School
 P/T -Parent Teacher Conferences
 WD/H -Weather Related Make Up Day/
 Holiday if not used

Aug. 4,5,8,9,10 -PD/Flex Days
 Aug. 11*, 12* - District PD Days (required)
 August 15 - Work Day
 August 17 -1* Student Day
 September 5 -Labor Day/No School
 Sept. 26 -P/T Conference/No School
 October 14 -End 1* Quarter (41 days)
 October 17 -Begin 2* Quarter
 Nov. 23-25 -Holiday/No School
 December 16 - End 2* Quarter (42 days)
 Dec. 19 -Dec. 31 -Holiday/No School
 January 2* -District PD Day/No School
 January 3 -Return/Begin 3* Quarter
 Feb. 17 - *Student Day (Early Dismissal)/P/T Conference 2:00-8:00 pm
 Feb. 20 -Weather Day/No School if not used
 March 9 -End 3* Quarter (48 days)
 March 12 -Begin 4* Quarter
 March 19-23 -Spring Break/No School
 April 6 -Weather Day/No School if not used
 May 18 -Graduation
 May 23 -End 4* Quarter (47 days)
 Last Student Day
 May 24 -Teacher Work Day
 May 28 -Holiday
 May 24, 25, 29 -Make Up Days

Certified personnel are required to obtain 60 hours of district provided pre-approved in-service between June 1, 2011 and May 31, 2012.

Any days missed for weather will be made up on February 20th and April 6th. If additional days are needed they will be made up at the end of the school year.

2011-12 calendaradopted.doc
 Board Approved: March 14, 2011
 Board Amended (Graduation Date): May 9, 2011

July 2011						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2011						
S	M	T	W	T	F	S
	1	2	3	PD	PD	6
7	PD	PD	PD	PD*	PD*	13
14	W	16	{17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2011						
S	M	T	W	T	F	S
				1	2	3
4	H	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	P/T	27	28	29	30	

October 2011						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	{17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2011						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	H	H	H	26
27	28	29	30			

December 2011						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	H	H	H	H	H	24
25	H	H	H	H	H	31

January 2012						
S	M	T	W	T	F	S
1	PD*	{3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2012						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17/P/T	18
19	WD/H	21	22	23	24	25
26	27	28	29			

March 2012						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	{12	13	14	15	16	17
18	H	H	H	H	H	24
25	26	27	28	29	30	31

April 2012						
S	M	T	W	T	F	S
1	2	3	4	5	WD/H	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2012						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	W	25	26
27	H	29	30	31		

June 2012						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

3.30—PARENT-TEACHER COMMUNICATION

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

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

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

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

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

Date Adopted: June 7, 2005
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.

Such services are available from the following sources:

- Alcoholics Anonymous Intergroup Office783-0121
- Charter Behavioral Health Service of NW Arkansas.....783-3322
- Gateway House, Inc.....783-8849
- Harbor House, Inc.....785-4083
- Harbor View Mercy Counseling Center.....785-2361
- Harbor View Mercy Hospital.....484-5550
- Horizon Adolescent Chemical Dependency Treatment Program. 783-6664
- Sparks Care Unit.....441-5500
- Western Ark. Counseling and Guidance Center.....1-800-542-1031

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.

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.

This policy is similar to Policy 8.28. If you change this policy, review 8.28 at the same time to ensure consistency between the two.

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

Date Adopted: June 30, 2005
Last Revised: June 19, 2006, June 11, 2007

3.31F—DRUG FREE WORKPLACE POLICY
ACKNOWLEDGEMENT

CERTIFICATION

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

Signature _____

Date _____

3.32—CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE *

Definitions:

Covered active duty means

(A) in the case of a member of a **regular** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country; and

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

Covered Service Member is

(A) a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

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

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

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

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

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

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

- A) 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.

Qualifying Exigency: Issues that arise due to covered active duty or a call to covered active duty of an employee's spouse, son, daughter, or parent. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.¹

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.²

Serious Injury or Illness:

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

Year: for leave **other than** to care for the serious injury or illness of a covered service member, the twelve (12) month period of eligibility shall begin on the first duty day of the school year.

Year: for leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible

employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date.

Policy

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

Leave Eligibility

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

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

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

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

service member for 16 weeks during a 12 month period could only take a total of 10 weeks for reasons 1 through 5.

If husband and wife are both eligible employees employed by the district, the husband and wife are entitled to a total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member** with a serious injury or illness as defined in this policy. A husband and wife who care for such a covered service member is limited for reasons 1 through 5 listed above to a total of 12 weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for 16 weeks during a 12 month period could only take a total of 10 weeks for reasons 1 through 5.

District Notice to Employees

The district shall post, in conspicuous places in each school within the district, where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.³

Employee Notice to District

Foreseeable:

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

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

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

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

Unforeseeable:

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

Medical Certification⁴

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

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

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

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

- 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 applicability⁵determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing⁶, of the decision within two workdays. If the leave is intermittent or on a reduced schedule as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

Concurrent Leave

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

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

Health Insurance Coverage

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

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

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

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

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

Reporting Requirements During Leave

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

Return to Work

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

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

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

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

Intermittent or Reduced Schedule Leave

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

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

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

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

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

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

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

Leave more than 5 weeks prior to end of term

- If the eligible, instructional employee begins leave, due to reasons 1 through 6 listed above, more than 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if
 - (A) the leave is of at least 3 weeks duration; and
 - (B) the return to employment would occur during the 3-week period before the end of such term.

Leave less than 5 weeks prior to end of term

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

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

Leave less than 3 weeks prior to end of term

If the eligible, instructional employee begins leave, due to 1, 2, 3, or 6 listed above, 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.

Notes: ¹ The types and amounts of leave available for a particular type of qualifying exigency are covered in 29 C.F.R. § 825.126. A copy of the CFR is available on the policy update website.

² Within the context of the FMLA, this is a complicated definition. In an effort to help you be able to apply the definition to the realities of your district, we have attached (as a separate page to the policy) the federal rules which lay out the complexities.

³A Department of Labor poster is available at <http://www.dol.gov/esa/regs/compliance/posters/fmla.htm>. Additional forms (one for the employee to take to their health care provider for verification of the reason for his/her leave request and

a second one for the district's response to the request for leave) are available at <http://www.dol.gov/esa/whd/fmla/#poster>.

⁴ It is difficult for the district to “back charge” FMLA leave. If you have reason to ask for a medical certification, it is wise to notify the employee that the leave will be charged against their yearly allotment of FMLA leave when you request the certification. If it turns out that the leave does not qualify, you will need to readjust the available FMLA leave accordingly.

⁵ As used in this policy, “applicable” is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid. For instance, “applicable leave” in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your district's policy on sick leave. For instance, if sick leave may be taken “for reason of personal illness or illness in the immediate family” (based on the statutory definition in 6-17-1202, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your district has a much more liberal definition of sick leave in district policy, the results could be entirely different. Another example would be the potential for overlap between pregnancy complications that arise to the level of a “serious health condition.” For instance, pregnancy complications that rose to the level of a “serious health condition” would qualify for both, while missing work for a dentist's appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 3.8—CERTIFIED PERSONNEL SICK LEAVE when making the determination of what sick leave qualifies under both policies. It may also be helpful to consult 29 CFR 825.114 which is attached at the end of this policy.

⁶ If the notice is oral, it must be confirmed in writing no later than the following payday (unless the payday is less than one week after the notice, in which case the notice must be no later than the subsequent payday). The written notice may be in any form, including a notation on the employee's pay stub.

Cross Reference: 3.8—CERTIFIED PERSONNEL SICK LEAVE

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

Date Adopted:
Last Revised: April 12, 2010

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

3.33—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.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: June 28, 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.

Notes:

Date Adopted: June 29, 2004

Last Revised: May 12, 2009

3.35L—CERTIFIED PERSONNEL BENEFITS

The Waldron 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. One sick leave day per contract calendar month, or greater portion thereof; and sick leave as established in policy #3.8.
5. Four Personal days as established in current policy.
6. The District offers salary reduction agreements in order to participate in cafeteria fringe plans.
7. The District provides for deduction of authorized professional membership dues.
8. The District provides individual dental coverage for all employees.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: June 28, 2004

Last Revised: April 11, 2011

3.36 - Dismissal and Non-Renewal

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

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: June 28, 2004

Last Revised: June 7, 2005

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.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: June 28, 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.

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

Definitions:

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

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

- Physical harm to a public school employee or student or damage to the public school employee's or student's property;

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

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

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

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

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

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

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

1. Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,

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

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

This policy is similar to Policy 8.26. If you change this policy, review 8.26 at the same time to ensure consistency between the two.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: June 28, 2004

Last Revised: June 13, 2011

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: June 11, 2007

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 belief¹. 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.

Notes: This policy is similar to Policy 8.34. If you change this policy, review 8.34 at the same time to ensure applicable consistency between the two.

¹ This is a delicate matter and the district would be wise to avail itself of professional development in this area available from DHS and other sources. Act 1236 of 2009, codified at A.C.A. § 6-61-133, requires professional development related to child maltreatment for licensed employees. Language to this effect has been added to policy 3.6—CERTIFIED PERSONNEL EMPLOYEE TRAINING.

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

Date Adopted: June 9, 2008
Last Revised: June 13, 2011

3.41L—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.

Note: This policy is similar to policies 4.48 and 8.29. If you change this policy, review 4.48 and 8.29 at the same time to ensure applicable consistency between the policies.

Date Adopted: June 9, 2008

Last Revised: April 11, 2011

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 information¹ 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.²

Notes: The Children’s Nutrition Unit of the ADE website (<http://cnn.k12.ar.us>) has the referenced Commissioner’s Memos as well as helpful information to develop your policy statement packet. Additionally, Commissioner’s Memos FIN 09-041 has two attachments that will go a long way toward explaining the restrictions on the release of eligibility information and status.

¹ The district owns the data and has the right to choose whether or not to release it to **anyone**. Therefore, the district must make the decisions concerning its release. With the ownership comes the responsibility to ensure proper security of the data.

² The penalty for improper disclosure of eligibility information is a fine of not more than \$1000 and/or imprisonment of not more than one year.

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 12, 2009

Last Revised:

3.43L—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.

It is the responsibility of the employee to maintain a **current** license(s) and submit an original copy to Central Office.

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 12, 2009

Last Revised: June 13, 2011

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 district Workers’ Compensation clerk. 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.

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)

Date Adopted: June 29, 2009
Last Revised:

3.45L—CERTIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS

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

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

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

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

Definitions:

Social networking websites are online groups of Internet users allowing communication between multiple individuals. The fundamental purpose of social networking websites is to socialize. Examples include, but are not limited to, Facebook, MySpace, and Twitter. Staff members are discouraged from creating personal social networking sites to which they invite students to be friends or followers.¹ Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

Professional/education social networks are education oriented websites designed to allow and encourage teachers and students to communicate and collaborate around school subjects and projects. District employees may set up blogs and other professional/education social networking accounts using District resources and following District guidelines¹ to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social networks during school hours is permitted.

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

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

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

Legal Reference: RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS
EDUCATORS

Date Adopted:
Last Revised:

3.47L—DEPOSITING COLLECTED FUNDS

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

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

Notes: This policy is similar to policy 8.39—DEPOSITING COLLECTED FUNDS. If you change this policy, review 8.39 at the same time to ensure consistency between the two.

Date adopted: April 11, 2011

Last Revised:

3L-100 – GENERAL SECTION POLICIES

The Board of Education is required by law to establish personnel policies within the 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 by the School District. Any amendments to the personnel policies shall also be given to all personnel within thirty (30) days of approval by the Board.

The personnel policies of each School District in effect at the time a teacher's contract is entered into or renewed shall be binding upon both parties unless changed by mutual consent.

Any amendments to personnel policies adopted during the term of such contract shall become effective the following July 1. Provided, such amendments may take place immediately with board approval and a majority vote of the certified staff.

The Board shall provide for a Committee on Personnel Policies, as composed by law, to annually review the personnel policies of the Board. The committee may propose new policies or amendments to existing policies.

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

The District shall have a personnel policies committee consisting of no fewer than five (5) classroom teachers and no more than three (3) administrators, provided that the classroom teacher members shall be elected by a majority of the classroom teachers employed in the district by secret ballot in an election conducted by the teachers.

The School District's committee on personnel policies shall organize itself according to state statutes, elect a chairman, a vice chairman, and secretary, and develop a calendar of meetings throughout the year to review the District's personnel policies.

Minutes of the committee meetings shall be promptly reported and distributed to the Superintendent and posted in the buildings of the District including administrative offices.

Either the committee or the Board of Directors may propose new personnel policies or amendments to existing policies, if the proposals by the Board have been presented to the committee at a regular or special meeting of the committee at least ten (10) working days prior to presentation to the Board. The committee will hold a meeting within ten (10) working days of the School Board request to present a School Board proposal to the committee.

The committee will present its proposed policies or amendments to existing policies to the Board of Directors.

The Chair of the committee or a member of the committee designated by the Chair will have the opportunity to orally present the committee's proposed policies or amendments to existing policies to the Board of Directors.

The Board of Directors shall have the authority to adopt, reject or refer back to the Committee on Personnel Policies for further study and revision of any proposed policies or amendments to existing policies that are submitted to the Board for consideration.

The Superintendent may recommend any changes in personnel policies to the Board of Directors or to the personnel policies committee. Such recommendations shall become proposals if adopted by either the Board or the committee.

The School District shall file personnel policies and salary schedules with the State Board of Education as required by Sate Statutes.

Legal References:

Ark.Stat.Ann. &&80-1256 to -1260; Ark. Act 840 of 1979; Act 224 of 1983; Act 687 of 1987; Act 170 of 1991; Act 902 of 1993; Act 1108 of 1993; Act 1187 of 1993.

Date Adopted: June 28, 2004

Last Revised:

3L.101 -STAFF INVOLVEMENT IN DECISION MAKING

Personnel Policy Committee

Purpose: The District personnel policies shall be reviewed by the Personnel Policy Committee (PPC) as required by state law and Board approved procedures. The purpose of any review shall be to update existing personnel policies to place them in compliance with state and federal law; State Department of Education procedures, regulations, policies, and to determine if additional policies or amendments to existing policies are needed.

Structure: The PPC will consist of six (6) classroom teachers and three (3) administrators. Classroom teachers will include librarians, counselors, and other non-supervisory personnel. The classroom teachers shall be elected by a majority of the classroom teachers employed in the District by a secret ballot in an election conducted by the teachers. Two classroom teachers will be elected from the elementary level (K-4), two from the middle school level (5-8), and two from the high school level (9-12). The length of terms will be staggered annually in order to establish two year terms for each building level with one position from each building being elected each year.

Elections: Personnel Policy Committee elections shall be held during the month of September. The election committee will be comprised of the previous year's personnel policy committee members. Teachers from each campus in the Waldron School District will submit nominations from their campus for each building position to the election committee. The ballots will be kept in a central location at each campus. Each voter will sign for his/her ballot, receive it, vote, and turn the ballot back in. The nominee from each campus receiving the highest number of votes will serve on the Personnel Policy Committee for that school year. The administrator positions will be recommended by the Superintendent to the School Board for approval each year. Vacancies due to resignation from the committee will be filled by the above designated process, and the new member will serve for the balance of the elected term.

Procedure: The PPC will organize itself during the month of October, elect a chairperson and secretary, and develop a calendar of meetings throughout the year to review the District's personnel policies. Minutes of the committee meetings shall be promptly reported and distributed to the Superintendent and Board Members, and posted in the buildings of the District including administrative offices. The chairperson will be responsible for notifying members of meetings according to the established calendar. When an opinion poll or vote of the teaching staff is needed a notice of at least one week should be given before any voting deadline. This will allow teachers time to become knowledgeable about the issue. The Board of Directors will make every effort to abide by the one week designated time frame, but reserves the right to decrease said time frame when situations arise that prevent adherence to said one-week period.

The PPC committee will present its proposed policies, or amendments to existing policies, to the Board of Directors no later than the June board meeting. The Board of Directors shall have the authority to adopt, reject, or refer back to the Committee on Personnel Policies for further study on any recommendations that are submitted to the Board for consideration.

When the Personnel Policy Committee submits a recommendation to the School Board, the School Board shall act upon the recommendation no later than at the next regularly scheduled meeting of the Board.

Legal References:

Act 687 of 1987; Revised June 14, 1993.

Date Adopted: June 28, 2004

Last Revised:

3L.102 - STAFF PROTECTION

A. WORKMAN'S COMPENSATION

Certified personnel are covered for work related injuries or illnesses by the Arkansas Workmen's Compensation Law. If an employee has a claim, it is necessary to file the required form and reports in the Superintendent's office as soon as possible after the injury/illness. The law allows an aggregate up to \$10,000 for all authorized medical, hospital and other services, such as work time, as a result of the injury/illness.

Coverage provisions shall be posted at each work site or teacher=s lounge as well as at the superintendent=s office.

B. LIABILITY INSURANCE

Liability insurance is provided by the State Board of Education to each public school employee being classified as follows: All persons requiring certification by the Department of Education, school nurses, student teachers, teacher aides, substitute teachers, authorized volunteers, and school boards. Act 612 of 1987 established a limit of \$250,000.00 per incident for this coverage. Coverage is PRIMARY to any group policy furnished by any teacher organization. The coverage is EXCESS to any coverage purchased by a local school district.

The state policy DOES NOT provide automobile coverage. The District has liability coverage for all school-owned vehicles used for school activities.

The defense of any criminal charges arising from CORPORAL PUNISHMENT applies to certified personnel ONLY.

The defense of any other criminal charges (school boards excluded) will be covered up to \$5,000 attorney's fees for incidents arising out of the insured's activities within the scope of his/her employment, provided the insured is exonerated by a court of law or law charges are subsequently withdrawn or dismissed.

Employees should report immediately any incident which could cause a claim to their immediate supervisor or principal, who will in turn report to the Superintendent. The Superintendent will make appropriate reports to the State Department of Education.

C. IMMUNITY FROM CIVIL LIABILITY

Teachers and other school personnel in this state shall be immune from any civil liability for communication of information in good faith concerning drug abuse by any pupil to that pupil's parents, to law enforcement officers, or to health providers.

Teachers, school counselors, school health care providers, and other school personnel shall be immune from any civil liability for providing counseling, referral, emergency medical care, or other assistance offered in good faith to suicidal students or other suicidal youth. "Suicidal" refers to a person who poses a substantial risk of physical harm to himself/herself as manifested by evidence of, threats of, or attempts at suicide or self-inflicted bodily harm, or by evidence of other behavior or thoughts that create a grave and imminent risk to his physical condition.

A.C.A. ' 12-12-504 requires the reporting of child abuse. If suspected child abuse occurs, an employee should:

1. Report the suspected abuse to the school counselor, principal or other designated administrator.

2. Call local Social Services Office or 1-800-482-5964 if no action is taken locally.
3. Make a record of the date, time and name of the person to whom the report was made.

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NOTE: This record of the department notification must be placed in child=s confidential file which is maintained at the school. (A.C.A. ' 12-12-

Legal References:

Act 587 of 1991; (A.C.A. ' 12-12-504; A.C.A. ' 12-12-507)

Act 175 of 1979; Act 741 of 1987; Act 612 of 1987; Ark.Stat.Ann. ' 6-17-106; A.C.A. ' 5-15-202; A.C.A. ' 5-13-301(a Adopted: April 1996)

Date Adopted: June 28, 2004

Last Revised:

3L.103 - SOLICITATIONS BY STAFF MEMBERS AND OF STAFF MEMBERS

The Board of Education prohibits any employee of the School District from directly or indirectly reaping personal profit or reward from the sale or purchase of goods or services to students in the School District or to parents of such students, except as provided by law.

Legal References:

Ark.Stat.Ann. §§80-509,80-539,80-1909.

Adopted: June 28, 2004

Last Revised:

3L.104--VENDOR RELATIONS

The Board of Education prohibits any board member or employee from accepting gifts from any person, agency, or company doing, or desiring to do, business with the school district. All business related gratuities are prohibited except nominal-value advertising items which are widely distributed.

The Board of Education, in accordance with state law, prohibits the Superintendent or member of the board, or any employee or agent of the board to be interested directly or indirectly in any contract or purchase for an amount in excess of five hundred dollars (\$500.00). This includes any person, firm, or corporation with which or with whom any member of the board shall, directly or indirectly, be associated, become interested in, or receive any pecuniary remuneration therefrom: Provided, such prohibition shall not apply to contracts for materials bought on open competitive bid and let to the lowest bidder.

Legal References:

Ark.Stat.Ann. &80-136, 80-138, 80-1909; Act 368 of 1983; Act 80 of 1987.

Date Adopted: June 28, 2004

Last Revised:

3L.105--PERSONNEL RECORDS

Each teacher must have the following on file in the superintendent's office.

1. A certificate of health (which states that the individual is free from tuberculosis)
2. A transcript of all college credit
3. A valid teaching certificate from the State of Arkansas
4. Correct address and telephone number
5. Form W-4 (Employee's Withholding Allowance Certificate)
6. An acceptable proof of birth
7. Employment Eligibility Verification Form I-9
8. Drug Free Workplace Certificate
9. Ark. Teacher Retirement Membership Data Form
10. Insurance Application Form

Each teacher must comply with Arkansas Act 1313 and have a state and nation-wide criminal background check. The Waldron School District will pay up to \$45 for the first background check required for any contracted employee of the District.

Each teacher must comply with all state and federal laws pertaining to obtaining teacher certification.

The teacher will, at any time, be allowed to see the contents of his/her file in the superintendent's office.

Legal References:

Ark. Stat. Ann.||12-2803, 12-2804, 80-225, 80-509: Acts 766 of 1979

Ark. Act 1313 of 1997

Adopted: June 28, 2004

Revised:

3L.106--CORPORAL PUNISHMENT

Corporal punishment is to be administered only by certified personnel under the following provisions:

- A. Any teacher who paddles a student must have a principal or assistant principal present as a witness
- B. If the principal or assistant principal administers the paddling, they are required to have a certified person as a witness.
- C. A notice will be sent to the parent

Before a paddling is administered the student will be told what he/she did wrong and why they are being paddled. The student will also be given the opportunity to state their version of the incident.

No more than three swats may be given for any one incident.

Paddling should be the last option of discipline except for suspension.

Parents may submit written requests that corporal punishment not be used for their child. The district will honor the request to the extent possible but, for various reasons, the district will not give absolute assurance that corporal punishment will never occur.

Date Adopted: June 28, 2004

Last Revised:

3L.107 --REMOVAL OF STUDENTS BY TEACHER

- A. Consistent with state and federal law, a teacher may remove a student from class and send him or her to the principal=s or principal=s designee=s office in order to maintain effective discipline in the classroom.
- B. A teacher may remove from class a student:
 - 1. Who has been documented by the teacher as repeatedly interfering with the teacher=s ability to teach the students in the class or with the ability of the student=s classmates to learn; or
 - 2. Whose behavior the teacher determines is so unruly, disruptive, or abusive that it seriously interferes with the teacher=s ability to teach the students in the class or with the ability of the student=s classmates to learn.
- C. If a teacher removes a student from class in accordance with subsection (b) of this section, the principal or his designee may:
 - 3. Place the student into another appropriate classroom, into in-school suspension, or into the district=s alternative learning environment established in accordance with ' 6-18-508, so long as the placement is consistent with the school district=s written student discipline policy;
 - 4. Return the student to the class; or
 - 5. Take other appropriate action consistent with the school district=s discipline policy, state law, and federal law.
- D.
 - 1. If a teacher removes a student from class twice during any nine-week grading period or its equivalent as determined by the Department of Education, the principal or his designee may not return the student to the teacher=s class unless a conference is held for the purpose of determining the causes of the problem and possible solutions, with the following individuals present:
 - a. The principal or his designee;
 - b. The teacher;
 - b. The school counselor;
 - d. The parents, guardians, or persons in loco parentis; and
 - c. The student, if appropriate.
 - 2. The failure of the parents, guardians, or persons in loco parentis to attend the conference provided for in this subsection (d) shall not prevent the conference from being held nor prevent any action from being taken as a result of that conference.

Legal Reference: Ark. Code 6-18-511

Date Adopted: June 28, 2004

Last Revised:

3L.108 -- INFECTIOUS/COMMUNICABLE DISEASES POLICY

1. All students and staff in Arkansas public schools have a constitutional right to a free, suitable program of educational experience and employment. The school(s) shall provide a sanitary environment and adhere to the established routines for the handling of any body fluids as recommended by the Centers for Disease Control.
2. Staff members/students identified as HIV positive will follow the following guidelines:
 - A. Notify the Arkansas Department of Health and the Arkansas Department of Education before any action is taken by the local district.
 - B. The AIDS Advisory Board will interact from the notification and assist the local district with the case-by-case action plan (Ref. 2)
 - C. The physician of the staff member/student will determine if secondary infections, such as tuberculosis, constitutes a recognized risk of transmission in the school setting. Should this be the case, the superintendent shall determine the proper and correct action to be taken. This decision will be consistent with state and federal statutes.
 - D. The process must be subject to periodic review in accordance with state and federal statutes, including due process and appeal.
 - E. Confidentiality of HIV persons, staff/student, shall be observed to the utmost. The following people will be aware of the medical condition of the infected person:
 - Superintendent or his/her designee
 - The personal physician
 - A public health official
 - School nurse will be the liaison with the student and their physician.
 - The school nurse will coordinate all services for the student.
 - The teacher(s) of the infected student
3. Student guidelines for HIV/AIDS or AIDS Related Complex (ARC):
 - A. The student with AIDS/ARC may attend classes, with proper personal physician consent, and will be eligible.
 - B. The confidentiality guarantees will be observed.
 - C. Special Education can/will be provided if determined to be necessary.
 - D. Any student with AIDS/ARC that lacks toilet training, has open sores or has demonstrated behavior (e.g. - biting, etc.) which could infect others will not be allowed to remain in attendance in a regular class room setting.

- E. A student with AIDS/ARC will be automatically dismissed if an outbreak of measles, chicken pox or other childhood diseases are occurring in the school population.
- 4. The Board of Education hereby authorizes the superintendent to make the determination of exclusion of the staff/student suffering from a reportable disease, as defined by the Arkansas Department of Health, on a temporary basis not to exceed ten (10) school days. Any exclusion longer than ten (10) days must be brought before the Board of Trustees in a regular or special meeting with the infected individual having the opportunity for a hearing. Due process will be followed in each case.
- 5. Any school staff member who violates confidentiality will be disciplined according to procedures listed in the personnel policy (Ref. 3).
- 6. Mandatory screening for communicable diseases that are not spread by casual, everyday contact, such as HIV infection, shall not be a condition for school re-entry or attendance or for employment or continued employment (Ref. 1)

REFERENCES

- 1. Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against individuals who have handicaps, including those with AIDS and or HIV positive, as long as they are "otherwise qualified" for their jobs.
- 2. Minutes of Arkansas State Board of Education minutes; January 13, 1992.
- 3. Family Education Rights and Privacy Act. (34 Code of Federal Regulations Part 99 and Sub chapter 9, Section 20-15-904 of the laws of Arkansas. Both acts speak of confidentially).

Date Adopted: June 28, 2004

Last Revised:

3L.109--HIRING

Certified Personnel

The Board has the responsibility for employing the certificated personnel of the Waldron Public Schools. All personnel, except the Superintendent of Schools, shall be selected on recommendation of the superintendent. Should a person recommended by the Superintendent be rejected by the Board, it shall be the duty of the superintendent to make another recommendation.

A. Employment of Superintendent

The Superintendent of Schools of the Waldron Public Schools shall possess those qualifications set forth by the State Department of Education and by all accrediting agencies of which this school is a member. The election of the Superintendent shall take place at the January meeting of the Board, or as soon as feasible.

B. Employment of Principals

The Superintendent will recommend for appointment as principals of schools individuals who possess those qualifications set forth by the State Department of Education and by all accrediting agencies of which this school is a member. Principals are employed on twelve months as designated by contracted days. When possible, principals shall be elected at the February meeting of the board.

The principal shall work directly under the Superintendent and shall be directly responsible to the Superintendent for the administration of the individual school.

C. Employment of Other Administrative Personnel

The Superintendent will recommend for appointment as assistant principals, curriculum coordinator, and other administrators, individuals who shall possess those qualifications set forth by the State Department of Education and by all accrediting agencies of which this school is a member. When possible, the election of these administrators shall take place at the March Board Meeting.

D. Employment of Teaching Personnel

1. It shall be the duty of the Superintendent to see that all teaching personnel employed by this school district shall possess those qualifications set forth by the State Department of Education and by all accrediting agencies of which this school is a member. It is recognized by the board that the above qualifications are set up to promote minimum standards. Therefore, it is the policy of this school district to employ persons who exceed these minimum requirements whenever possible.

E. Appointments

Appointments are general - they do not involve specific positions. The School Board reserves the right to assign or reassign a teacher to any grade or position within the system, providing the teacher has sufficient training and experience to make a worthwhile contribution to his/her field of assignment. All assignments will be made by the Superintendent of Schools, approved by the board. Request for transfers may originate with any of the following:

1. Teacher

2. Principal
3. Superintendent

F. Contracts

The appointment of certificated personnel is evidenced by contracts, binding on both employer and employee. Such contracts shall recognize the employment of school personnel. In signing a contract, each person agrees to conform to all the requirements, rules and regulations that the Board has adopted or may hereafter adopt. (Arkansas Annotated Code 1988 [6-17-803]).

G. Professional Conduct

Certificated personnel will be expected at all times to conduct themselves in a manner befitting the teaching profession. They will be expected to exhibit acceptable social, personal, and professional qualities both at school and in the community.

H. Attendance at School Activities

Faculty members are encouraged to attend and participate in school-sponsored activities and events.

I. Advertisement for Vacant Positions

All contractual vacancies or positions in the school district shall be advertised in the local newspapers and be posted for no less than two weeks at designated posting sites on campus.

The Board of Directors will make every effort to abide by the two week designated time frame, but reserves the right to decrease said time frame when situations arise that prevent adherence to said two-week period.

Legal References:

Ark.Stat.Ann. ||80-509, 80-1304.

Date Adopted: June 28, 2004

Last Revised:

3L.110--PROBATION

The board shall require, in accordance with statutory provisions, that new teachers or other eligible employees serve a probationary period of three successive years from the date of first employment as a teacher in the State of Arkansas.

The term "probationary teacher" as used in this policy shall be defined as a teacher who has not completed three (3) successive years of employment in the school district in which the teacher is currently employed. A teacher employed in a school district in this state for three (3) years shall be deemed to have completed the probationary period. An additional year of probationary status shall be required for all teachers when applicable. An additional year of probationary status is applicable if the teacher's three year probationary period was not served in the Waldron School system.

A probationary teacher shall be deemed re-employed unless given formal written notice that the superintendent is recommending that the teacher's contract not be renewed, and the board subsequently accepts his recommendation. A notice of non-renewal 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. Such notice shall include a simple but complete statement of the reasons for such recommendations.

Legal References:

Act 766 of 1979; Act 936 of 1983.

Date Adopted: June 28, 2004

Last Revised:

3L.111—FINANCIAL CONSIDERATIONS

TEACHERS

A. Security for Teachers

1. All members of the professional staff must belong to the Arkansas Teacher Retirement System.
2. All employees of the district are covered by Social Security and Workman's Compensation.
3. Voluntary participation in school accident, group hospital and life insurance plans are available at special rates.
4. Payroll deductions for employees' purchase of tax sheltered annuities are available.

B. Gatekeepers at Ball Games and Other Functions

Teachers will not be expected to work gratis as gatekeepers of school functions. Any person designated to sell or take tickets at such events shall be paid for his/her time and funded from the source designated by the Board.

C. Court Activities Resulting From Performance of Duty

In the event a member of the professional staff is taken into court as a defendant, the Board will, upon request, investigate and, if the staff member has been charged as the result of action taken in performance of duty or in carrying out the polices of the Board of Education, the school district will be responsible for payment of any insurance deductible cost incurred.

D. Payment of Salary

Teachers shall be paid in twelve monthly installments to be received on the fifteenth (15th) of each month, beginning in September, or in July for the twelve-month contracted personnel. In the event that the fifteenth falls on the week-end or during a holiday, payment shall be made as near to the fifteenth as is feasible.

Legal References:

Ark. Stat. Ann. |80-213, 80-509.

Date Adopted: June 28, 2004

Last Revised:

3L.112—PROFESSIONAL EVALUATION

Teacher Evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Any discussion of the teacher's conduct shall be in private. However, the administrator and the teacher may each reserve the right to have a representative of his/her group present during the discussion. Written evaluative information to be submitted to the superintendent shall be available for the teacher's endorsement. The teacher shall have a right to submit a response to the report. All evaluative materials shall be available for review by the teacher.

Incompetent Service of a Teacher

1. As soon as it becomes evident to the principal that a teacher has some weakness and/or is not rendering efficient and competent service which prevents the teacher from doing an acceptable teaching job, the principal is requested to have a conference with the teacher to discuss the problem and try to find a solution to it. At this conference, a written report shall be made out in triplicate, one copy to be retained by the principal, one by the teacher and the third copy sent to the superintendent.
2. Not less than four (4) weeks after the date of the first conference, a second conference shall be held and reports made as indicated in Section 1 above.
3. Not later than April 1 of the school term the principal is requested to have a third conference with the teacher and reports filled out as indicated in Section 1 above. After the third conference, the principal shall state whether or not he/she recommends that the teacher's contract be renewed for the next year.
4. If the principal recommends that the teacher's contract not be renewed, the superintendent shall notify the teacher in writing of their intention to recommend to the Board that the contract not be renewed.
5. Under NO circumstances will a teacher be removed from their position as teacher without full knowledge of the complaints held against them.

Ref: Ark. Act 766 of 1979, Act 400 of 1975, Ark. Stat. Ann. ' 80-1257.

Legal Reference: A.C.A. § 6-17-1504

Date Adopted: June 28, 2004

Last Revised:

3L.113--COBRA-PERSONNEL

CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT - EMPLOYEE ELIGIBILITY FOR CONTINUED HEALTH COVERAGE BENEFITS

All employees, spouses, and dependent children may be eligible under certain conditions for continued health coverage if elected at the employee's expense, if that employee or their beneficiaries would otherwise lose coverage as a result of one of the following:

- A. Termination of a covered employee for reasons other than gross misconduct or reduction in hours of employment.
- B. Death of a covered employee.
- C. Divorce or legal separation of the covered employee.
- D. Cessation of a dependent child's status as a dependent.

Coverage may be continued for up to 18 months for the terminated employee, for up to 36 months under any of the other applicable circumstances above.

The District will notify any eligible employee or the spouse of a deceased employee within 11 days of termination or death of their right to remain in the group insurance coverage. The employee or surviving spouse has 60 days to elect coverage and 45 days after electing coverage to pay the full premium. In the event of a divorce or a dependent becoming ineligible due to age, the employee must notify the central office within 30 days in order to continue coverage in the group.

An employee is ineligible for this continued coverage if they can be covered under Medicare, other group insurance programs, or if they fail to pay the premiums. The District has the right to charge up to 102% of the premium rate to cover administrative expenses.

Legal Reference:

Consolidated Omnibus Budget Reconciliation Act.

Date Adopted: June 28, 2004

Last Revised:

3L.114—RESIGNATION OF TEACHER

The teacher is employed under a contract that is legally binding upon both parties -- the teacher and the school district. Consideration will be given to a request for a friendly termination of contract if written request is received by the Board thirty (30) days prior to the preferred termination date. Such a request should clearly state the reasons pertaining to the release request so that a just decision may be reached. Teachers are encouraged to complete a semester or to remain in the contracted position until a replacement may be obtained.

Date Adopted: June 28, 2004
Last Revised:

3L.115—LETTER OF INTENT

On or about March 1st, each teacher will receive, from the superintendent's office, a letter-of-intent form which they shall accept or reject within ten working days. At the end of the ten working day period, those teachers who have not submitted their letter of intent shall be considered to have resigned their position.

** I request to be re-employed in my present position by Waldron Public Schools next year.

** I request not to be re-employed by Waldron Public Schools next year.

** I am undecided at this time

** I would like to request a transfer from my present position as _____
_____ to _____.
(and state specifics).

Legal References:

Ark. Stat. Ann. §80-1304, Ark. Act 766 of 1979.

Date Adopted: June 28, 2004

Last Revised:

3L.116--PERSONNEL - WORKING CONDITIONS

It shall be the policy of the School Board that:

A special effort shall be made to protect the school buildings and equipment. Each teacher and pupil should take pride in keeping the buildings and equipment in good condition. A spirit should be built up on the part of the students to protect school property. Students who willfully injure or deface school property will be expected to pay for replacement of property damaged.

Because of the many requests for use of school buildings during the evening hours, teachers should secure the approval of the principal before scheduling such an activity. The principal will in turn clear all requests through the office where a calendar of assignments of school buildings is kept. The teacher in charge of a group having been given permission to use a school building should assume responsibility for the care of the building during the time it is being used by the group.

Teachers who find it necessary to remain in a school building after working hours or custodians should assume responsibility for seeing that windows are closed and locked, electric lights turned off, and all exterior doors securely locked.

Keys needed by teachers are to be checked out at the principal's office and are for the use only of the teacher to whom they are issued. Teachers shall not have duplicates made of keys to school locks, and in no case should a key be loaned to a student.

- A. Use of Telephone for Personal Use
Teachers are not to use school office phones for personal calls except in cases of emergency.
- B. Petitions
A petition for any cause may not be circulated in any school building without the approval of the Principal.
- C. Teachers
All teachers in the District are expected to arrive at their individual school as scheduled by each school principal. Teachers who must leave during the day will comply with the designated check-out procedure and the approval of the building principal or designee. Teachers will attend staff meetings as scheduled by each principal.
- D. Supervisors, Directors, etc.
These persons will follow a schedule as required and as approved by the Superintendent.

E. Duty Free Lunch Period

All teachers shall have thirty-minute, uninterrupted, duty-free lunch periods for a minimum of eighty (80) percent of the contract days on which both students and teachers are present.

Legal References:

' 6-17-114(a); Act 558 of 1987

Date Adopted: June 28, 2004

Last Revised:

3L.117--PAY SCHEDULE FOR STUDENT SUPERVISION- SPONSORSHIPS

1. For after school hours pay will be \$25.00 per hour.
2. For Saturdays and holidays pay will be \$25.00 per hour.
3. Any overnight requirements will be an additional \$25.00 for each night.
4. All club and organization sponsors will receive a minimum of \$50.00 in addition to any other sponsorship pay.
5. All time submitted for pay must be approved by the building principal prior to the activity.

Legal References:

None

Date Adopted: June 28, 2004

Last Revised: June 13, 2011

3L.118--ARRANGEMENT FOR SUBSTITUTES

Absence from School

An employee unable to report for work should notify the Principal or his designee at the earliest possible moment, so that a suitable substitute may be secured. If the absence is an emergency, the employee should have someone else notify the Principal. It is the responsibility of the Principal or his designee to secure a substitute.

Substitutes

The Superintendent of Schools shall maintain a list of qualified substitutes who may be called on to replace regular teachers who are absent. The Superintendent shall have full authority to interpret the meaning of the eligibility rules for substitute teachers in their practical application in making up the eligible list. A list of substitutes shall be filed with the Principal of each school and it shall be the responsibility of the Principal or designee to obtain a substitute for any teacher in their school who is absent. Insofar as possible, Principal or designee will call teachers on the substitute list for the subjects for which they are listed. A teacher whose name does not appear on the substitute list may not be employed in the Waldron School District except when specifically approved by the Superintendent of Schools.

1. Applications

Applicants for a substitute teaching position in the Waldron Public Schools must obtain and fill out a standardized application form available in the office of the Superintendent. Applicants who are considered eligible for appointment will be requested to appear at the office of the Superintendent of Schools for an interview. Applicants must clear a state and federal background check as well as the Department of Human Services Central Registry Child Maltreatment background check. Applicants must attend a mandatory training at the Central Office each year upon being employed as a substitute for the Waldron School District.

2. Salary

Qualified substitutes will be paid by the Superintendent's office as follows, effective January 1, 2009:
\$60.00 per day for regular substitutes
\$65.00 per day for 60 or more college hours
\$70.00 per day for a bachelor's degree

Date Adopted: June 28, 2004

Last Revised: June 13, 2011

3L.119--VACATIONS

The Board of Education has established that all personnel, employed on a twelve-month contract, shall be entitled to two weeks vacation each year with pay. Vacation days will be prorated according to days completed on contract.

All vacations shall be approved by the Superintendent, upon proper application, and all other absences from available duty during the summer months, including education leave, shall be approved by the Superintendent.

The Board of Education has established that the administrators of the Waldron School District may carry forward one week of their vacation or be reimbursed for vacation days not taken at 75 percent of their daily salary rate.

Administrators contracted for 238 days or more shall be granted 10 vacation days annually. Administrators employed less than 238 days but more than 222 days shall be granted 5 vacation days. Administrators employed for 222 days or less will not be eligible for vacation days.

Legal References:

None

Date Adopted: June 28, 2004

Last Revised: